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Attorneys for Plaintiff MICHAEL HARRINGTON

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

MICHAEL HARRINGTON, an individual, in
his representative capacity on behalf of the
State of California and fellow Aggrieved
Employees,

Plaintiff,

vs.

GENESIS PRIVATE SECURITY, INC., (fka
ATLAS PRIVATE SECURITY, INC.), a
California Corporation; ATLAS PRIVATE
SECURITY, INC., a California Corporation;
and DOES 1-50, Inclusive;

Defendants.

Case No.: RG21105476

**[PROPOSED] ORDER APPROVING
PAGA SETTLEMENT AND JUDGMENT**

Hearing Date: September 15, 2023
Hearing Time: 9:00 A.M.

Judge: Hon. Grillo
Dept.: 21

Reservation ID: 154134417178

1 Plaintiff Michael Harrington, (“Plaintiff”) with Defendants Genesis Private Security, Inc.,
2 *fka* Atlas Private Security, Inc. and Atlas Private Security, Inc. (“Defendants”) moved for approval
3 of the proposed settlement of Plaintiff’s claims for civil penalties under the California Labor Code
4 Private Attorneys General Act (“PAGA”), pursuant to California Labor Code section 2699(l).
5 Plaintiff seeks approval of the settlement, including the Gross Settlement Amount (“GSA”) of
6 \$1,475,000.00. The PAGA Settlement Agreement (the “Settlement Agreement”) provides that a
7 Net Settlement Amount of \$953,333.34 shall be paid from the \$1,475,000.00 GSA. The Settlement
8 Agreement also provides that (1) \$491,666.66 be paid to Plaintiff’s Counsel for payment of
9 attorneys’ fees; (2) Plaintiff’s Counsel’s actual litigation costs incurred be paid to Plaintiff’s
10 Counsel, up to \$20,000; and (3) \$10,000.00 be paid to the Settlement Administrator for the cost of
11 administration of the settlement. The Labor Workforce Development Agency (“LWDA”) was
12 provided with notice of the settlement and the motion via its online process and no objection has
13 been received to the settlement or the motion.

14 Upon entry of final judgment and funding of the Gross Settlement Amount in full, all
15 Aggrieved Employees, Plaintiff, the LWDA and the State of California shall release the Released
16 PAGA Claims against Defendants and their subsidiaries, parents, affiliates, and their agents,
17 employees, successors, assigns, officers, officials, directors, attorneys, and representatives
18 (“Released Parties”). The Released PAGA Claims are all claims for civil penalties arising under
19 PAGA that were alleged or could reasonably have been alleged based on the facts in the operative
20 complaint and/or Plaintiff’s LWDA Notice, which occurred during the period between May 10,
21 2020 to April 14, 2023 (the “PAGA Period”). This release includes claims for civil penalties
22 pursuant to Labor Code section 2699, et seq. for violations of Labor Code sections 201, 202, 203,
23 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197,
24 1197.1, 1198, 1199, 2802, and 2804 and applicable Industrial Welfare Commission Wage Orders.
25 The release does not include underlying wage and hour claims, claims for wrongful termination,
26 discrimination, unemployment insurance, disability, and workers’ compensation, and claims
27 outside of the PAGA Period.

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1 Good cause appearing based on the reasons set forth in the motion for approval, the Court
2 hereby GRANTS the motion and approves the PAGA settlement as set forth in the Settlement
3 Agreement and the Net Settlement Amount of \$953,333.34, which shall be allocated and paid out
4 as set forth in the Settlement and in accordance with Labor Code section 2699(i).

5 After entry of this Judgment, the Court shall retain jurisdiction to construe, interpret,
6 implement, and enforce the Settlement Agreement, to hear and resolve any contested challenge to
7 a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
8 connection with the distribution of settlement benefits.

9
10 **IT IS SO ORDERED AND ADJUDGED, LET JUDGMENT BE FORTHWITH**
11 **ENTERED ACCORDINGLY.**

12
13 DATED: _____

14 _____
HON. EVELIO GRILLO