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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

ALEX SCOTT, LASHAWN PARKER,
individually, and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiffs,

vs.

ABC SECURITY SERVICE, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: RG20061358

Honorable James Reilly
Department 25

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, ET SEQ.) SETTLEMENT
AGREEMENT AND AWARD OF
ATTORNEYS' FEES AND COSTS, GENERAL
RELEASE FEE, AND SETTLEMENT
ADMINISTRATION COSTS**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act (Cal. Labor Code §
2698, *Et Seq.*) Settlement Agreement and Award of
Attorneys' Fees and Costs, General Release Fee, and
Settlement Administration Costs; Declaration of
Plaintiffs' Counsel (Edwin Aiwazian); Declaration
of Plaintiff (Alex Scott); and Declaration of Plaintiff
(LaShawn Parker) filed concurrently herewith]

Date: February 8, 2023
Time: 3:00 p.m.
Department: 25

Complaint Filed: May 12, 2020
FAC Filed: July 14, 2020
Trial Date: None Set

1 This matter has come before the Honorable James Reilly in Department 25 of the Superior Court of
2 the State of California, for the County of Alameda, on February 8, 2023, at 3:00 p.m., on Plaintiff Alex
3 Scott's and Plaintiff LaShawn Parker's ("Plaintiffs") Motion for Approval of Private Attorneys General Act
4 (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys' Fees and Costs, General
5 Release Fee, and Settlement Administration Costs ("Motion for Approval of Settlement"). Lawyers *for*
6 Justice, PC appeared for Plaintiff and Tamor & Tamor appeared for Defendant ABC Security Service, Inc.
7 ("Defendant").

8 On or around November 29, 2022, Plaintiff and Defendant (collectively, the "Parties") executed the
9 Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Settlement Agreement,"
10 or "Agreement").

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of Plaintiffs' Counsel Edwin Aiwarzian and Plaintiffs Alex Scott and LaShawn Parker, and (3)
13 the Settlement Agreement.

14 Having duly considered the Parties' papers and oral argument, and good cause appearing,

15 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

- 16 1. The Motion for Approval of Settlement is granted.
- 17 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
- 18 3. The Court finds that Plaintiffs have satisfied the prerequisites under the California Private
19 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) ("PAGA"), including, and not limited to, providing
20 the California Labor and Workforce Development Agency ("LWDA") and Defendant with notice of the
21 specific provisions of the California Labor Code alleged to have been violated, including, and not limited
22 to, the facts and theories to support the alleged violations, in conformity with California Labor Code §
23 2699.3(a).
- 24 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
25 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or
26 appear in the above-captioned action ("Action").

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1 5. The PAGA Employees covered under the Settlement consist of the following individuals:
2 All current and former non-exempt employees who worked for Defendant in the State of
3 California during the PAGA Period (“PAGA Employees”).

4 6. The Court finds that the Parties reached the Settlement as a result of arm’s-length
5 negotiations.

6 7. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
7 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,
8 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
9 Amount shall be the Total Settlement Amount (\$250,000.00) less the approved Attorneys’ Fees and Costs
10 to Lawyers *for* Justice, PC (“Plaintiffs’ Counsel”), General Release Fee to each of Plaintiffs, and Settlement
11 Administration Costs to Simpluris, Inc. (the “PAGA Settlement Administrator”). Seventy-five percent
12 (75%) of the Net Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and twenty-
13 five percent (25%) of the Net Settlement Amount shall be distributed to the PAGA Employees (“Employees’
14 Portion”) in accordance with this Order and Judgment and the Settlement Agreement.

15 8. The Court has considered the Settlement, and the monetary allocations provided thereby, and
16 finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA Settlement
17 Administrator to administer the Settlement and to make the payments as provided for by, and consistent
18 with, this Order and Judgment and the Settlement Agreement.

19 9. The Court approves the payment of \$87,500.00 to Lawyers *for* Justice, PC for attorneys’ fees.
20 This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this
21 Order and Judgment and the Settlement Agreement.

22 10. The Court approves the payment of \$11,690.39 to Lawyers *for* Justice, PC for reimbursement
23 of litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement
24 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

25 11. The Court approves payment in the amount of \$7,500.00 each to Plaintiffs Alex Scott and
26 LaShawn Parker for their General Release Fee. This amount shall be paid from the Total Settlement Amount
27 and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

1 12. The Court approves payment up to the amount of \$7,500.00 to Simpluris, Inc. for the
2 Settlement Administration Costs. This amount shall be paid from the Total Settlement Amount and shall be
3 disbursed in accordance with this Order and Judgment and the Settlement Agreement.

4 13. The Parties are directed to perform in accordance with the terms set forth in this Order and
5 Judgment and the Settlement Agreement.

6 14. The Court further finds that notice of the Settlement need not be provided to the PAGA
7 Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT 1**,” and the PAGA
8 Settlement Administrator shall distribute the Cover Letter to the PAGA Employees at the same time that it
9 distributes their share of the Employees’ Portion (“Individual Settlement Share”).

10 15. Within fourteen (14) calendar days of the date of this Order and Judgment, Defendant shall
11 deposit the Total Settlement Amount into a qualified settlement account established by the PAGA Settlement
12 Administrator for administration of the Settlement.

13 16. No later than fourteen (14) calendar days after the date of this Order and Judgment, Defendant
14 will provide the PAGA Settlement Administrator with the PAGA Employee List, in accordance with this
15 Order and Judgment and the Settlement Agreement. The Settlement Administrator shall distribute the
16 Individual Settlement Share checks to PAGA Employees, LWDA Payment to the LWDA, General Release
17 Fee to Plaintiffs, Attorneys’ Fees and Costs to Plaintiff’s Counsel, and payment to itself for the Settlement
18 Administration Costs, as provided for by this Order and Judgment and the Settlement Agreement, no later
19 than fourteen (14) calendar days after receipt of the PAGA Employees List and Total Settlement Amount.

20 17. The Individual Settlement Share checks issued to PAGA Employees shall remain valid and
21 negotiable for ninety (90) calendar days, and thereafter, shall be cancelled. Funds associated with such
22 cancelled checks shall be transmitted by the PAGA Settlement Administrator to the California State
23 Controller’s Office Unclaimed Property Division, in the name of the PAGA Employee(s) whose check is
24 cancelled and in the amount of his or her respective Individual Settlement Share(s).

25 18. PAGA Employees shall not have the right to opt out of or object to the Settlement. Upon the
26 entry of this Order and Judgment and full funding of the Total Settlement Amount, Plaintiffs and the State
27 of California with respect to PAGA Employees, will be deemed to have knowingly and voluntarily released
28 and forever discharged the Released Parties from the Released Claims.

1 19. “Released Parties” means Defendant or any of its past or current parent corporations, affiliates,
2 subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees,
3 attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their
4 employee benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans
5 and programs.

6 20. “Released Claims” means any and all claims, rights, demands, liabilities and causes of action
7 arising during the PAGA Period, for civil penalties under California Labor Code section 2698, et seq.
8 (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the facts, legal theories,
9 and factual allegations in the Operative Complaint and PAGA Notices, including but not limited to, for
10 failure to pay minimum, regular, and overtime, failure to provide compliant meal periods and associated
11 premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages
12 during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate
13 wage statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary
14 business-related expenses and costs, and for violations of Labor Code sections 201, 202, 203, 204, 226(a),
15 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare
16 Commission Wage Orders, including inter alia, Wage Order 4-2001.

17 21. “PAGA Period” means the period January 30, 2019, through July 17, 2022.

18 22. No individualized notice of this Order and Judgment is required to be provided to the PAGA
19 Employees. This Order and Judgment shall be submitted to the LWDA through the online system
20 established for the filing of notices and documents, in conformity with California Labor Code § 2699(1)(3).

21
22 Date: _____

23 Honorable James Reilly
24 Judge of the Alameda Superior Court
25
26
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EXHIBIT 1

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Alex Scott, et al. v. ABC Security Service, Inc.*, Alameda County Superior Court Case No. RG20061358.

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<**amount of payment**>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Alex Scott, et al. v. ABC Security Service, Inc.*, Alameda County Superior Court Case No. RG20061358 (“Action”).

The lawsuit was filed by Alex Scott and Lashawn Parker, respectively (together, “Plaintiffs”) against their former employer, on behalf of the State of California, with respect to themselves and other alleged PAGA Employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on January 30, 2020 Plaintiff Scott submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001, thereby initiating LWDA Case Number LWDA-CM-769785-20 (the “Scott PAGA Notice”). Prior to filing the lawsuit, on May 8, 2020 Plaintiff Parker submitted a letter to the LWDA, pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001, thereby initiating LWDA Case Number LWDA-CM-786065-20 (the “Parker PAGA Notice”) (together, the Scott PAGA Notice and Parker PAGA Notice are referred to as the “PAGA Notices”).

ABC Security Service Inc. denies all of Plaintiffs’ allegations and denies any wrongdoing of any kind associated with Plaintiffs’ allegations. ABC Security Service Inc. maintains that it was in compliance with the California Labor Code at all times and enters into this Settlement with no admission of liability and solely for the purposes of compromising and settling the lawsuit to avoid the cost and burden of continued litigation.

A settlement was reached between Plaintiffs and Defendant ABC Security Service, Inc. (“Defendant”).

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the State of California Labor and Workforce Development Agency and a portion to be paid to all current and former non-exempt employees who worked for Defendant in the State of California during the PAGA Period (“PAGA Employees”). The period January 30, 2019, through <<the date that the Court approves of Settlement or July 17, 2022, whichever is sooner>> is the “PAGA Period”.

The Court has not made a determination regarding Plaintiffs’ allegations. This letter is not to be understood as an expression of any opinion by the Court as to the merits of Plaintiffs’ claims, nor does it prove that Defendant failed to pay minimum and/or overtime wages, failed to provide compliant meal and/or rest periods and associated premiums, failed to pay wages during employment and/or upon termination, failed to provide compliant wage statements, failed to maintain requisite payroll records, failed to reimburse business expenses, and/or violated the law in any way.

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an PAGA Employee. Your Individual Settlement Share is based on the total number of pay periods that

COVER LETTER

you worked for Defendant in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement and full funding of the Total Settlement Amount>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means Defendant, including Defendant’s past or current parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

“Released Claims” means any and all claims, rights, demands, liabilities, and causes of action arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the facts, legal theories, and factual allegations in the Operative Complaint and PAGA Notices, including but not limited to, for failure to pay minimum, regular, and overtime, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary business-related expenses and costs, and for violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be cancelled, and the funds associated with the cancelled check will be transmitted to the State Controller’s Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant’s counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [PAGA Settlement Administrator] at [toll-free phone number].