

FILED
Superior Court of California
County of Los Angeles
05/04/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: R. Duarte Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES**

AKIM EVANS, on behalf of all others
similarly aggrieved,

Plaintiff,

v.

WHELAN SECURITY OF
CALIFORNIA, INC. dba
GARDAWORLD SECURITY
SERVICES, a California Corporation;
and DOES 1-50, Inclusive

Defendants.

Case No. 20STCV10973

UNOPPOSED

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S UNOPPOSED MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

Date: July 5, 2022

Time: 8:30 a.m.

Judge: Stephanie M. Bowick

Dept: 19

Action Filed: March 18, 2020

Trial Date: None Set

1 WHEREAS, this action is pending before this Court as an alleged representative action
2 under the Private Attorneys General Act of 2004 (the “Action”); and

3 WHEREAS, the Court has considered the unopposed motion by Plaintiff Akim Evans
4 (hereinafter “Plaintiff”) for approval of the Parties’ settlement in accordance with the Parties’
5 Stipulation of Settlement of Representative Claims Under the Labor Code Private Attorneys
6 General Act (collectively “Settlement Agreement”). The Court understands that the Settlement
7 Agreement sets forth the terms and conditions for a proposed settlement and dismissal of the
8 Action with prejudice. Based on a review of the submissions by the Parties, and good cause
9 appearing, the Court hereby enters this Order Granting Plaintiff’s Motion for Approval of PAGA
10 Settlement (“Final Order”).

11 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

12 1. All terms used in the Settlement Agreement shall have the same meaning as defined
13 therein.

14 2. The terms of the Settlement Agreement are fair, adequate, and reasonable, and
15 therefore, are approved by the Court.

16 3. Compensation to the Labor and Workforce Development Agency (“LWDA”) and
17 the Aggrieved Employees shall be effected pursuant to the terms of the Settlement Agreement.

18 4. The Court hereby approves of the payment of attorneys’ fees to PAGA Counsel in
19 the sum of \$1,014,990.00, and costs in the sum of \$20,467.59 to be effected in the manner set
20 forth in the Settlement Agreement.

21 5. The Court hereby approves of the payment in the amount of \$16,574.00 to Rust
22 Consulting for performance of its settlement administration services.

23 6. Upon entry of Judgment, all of the Aggrieved Employees, including Plaintiff, and
24 the State of California, shall be deemed and hereby are deemed to have conclusively released and
25 forever discharged the Released Parties from the Released Claims, as defined in the Settlement
26 Agreement, and are hereby permanently barred and enjoined from the institution or prosecution
27 of any and all Released Claims against the Released Parties. This release, Final Order, and
Judgment do not extend to or otherwise affect the ability of an Aggrieved Employee to bring

individual, non-representative claims against the Released Parties for alleged violations of the Labor Code.

7. Neither the settlement, nor any terms set forth in the Settlement Agreement, are an admission of liability or any wrongdoing by the Released Parties, nor is the Court's Final Order a finding of the validity of any claims in the lawsuit or of any wrongdoing by the Release Parties.

8. This Final Order is intended to be a final disposition of the lawsuit in its entirety, and is intended to be immediately appealable.

9. The Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the settlement.
Counsel for Plaintiff to give notice.

Dated: 05/04/2022



Stephanie M. Bowick
BY ORDER OF THE COURT
SUPERIOR COURT JUDGE

Stephanie M. Bowick / Judge