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17 and on behalf of all others similarly situated

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

19 **FOR THE COUNTY OF LOS ANGELES**

20 WILLIAM HALL, individually and on behalf
21 of all others similarly situated,

22 Plaintiff,

23 vs.

24 CULPEPPER & ASSOCIATES SECURITY
25 SERVICES, INC. a Georgia corporation;
26 DOES 1 through 25,

27 Defendants.

Case No.: 20STCV15317

*Assigned to Hon. Daniel J. Buckley
Dept. SSC-1*

[PROPOSED] JUDGMENT

Date: August 25, 2021

Time: 10:30 a.m.

Dept.: 1

Complaint Filed: April 21, 2020

1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

2 1. The terms of the First Amended Stipulation Of Class Action Settlement
3 (“Settlement”) between Plaintiff William Hall (“Plaintiff”) and Defendant Culpepper &
4 Associates Security Services, Inc. (“CASS” or “Defendant”) are approved as set forth in the
5 Court’s Order Of Final Approval Of Class Action Settlement (“Order”).

6 2. The Class in this action is defined as all non-exempt employees of Defendant
7 who worked as security officers in California during the applicable Class Period (April 21,
8 2016 through December 7, 2020).

9 3. No class members opted out of the Settlement and therefore all Class
10 Members are bound by this Judgment.

11 4. Upon the receipt by the Settlement Administer, ILYM Group, Inc. of the
12 gross settlement amount of \$325,568 and other amounts due, as specified in the Order, from
13 Defendant, all Class Members on behalf of themselves, and each of their heirs,
14 representatives, successors, assigns, and attorneys, will have fully released and discharged
15 the Released Parties from any and all Released Claims that accrued during the Class Period.
16 “Released Claims” means any and all claims, rights, demands, charges, complaints, causes
17 of action, punitive or statutory damages, penalties, liquidated damages, expenses, attorneys’
18 fees and costs, interest, obligations or liability of any and every kind that were asserted in
19 the Second Amended Complaint or are based on, or arise out of, the facts alleged in the
20 Second Amended Complaint, including without limitation any claims for failure to pay
21 overtime or other wages, failure to issue accurate wage statements, failure to provide
22 compliant meal and rest periods, unfair, unlawful or fraudulent business practices under
23 California Business and Professions Code Section 17200 and any claims based on paid sick
24 leave under state federal, or local law, and all related penalties. Provided, however, the
25 Released Claims shall not include the PAGA Released Claims. “Released Parties” means
26 Defendant and all of its current or former subsidiaries, affiliates, parent corporations,
27 predecessors, insurers, agents, employees, successors, assigns, officers, owners, third-party
28 consultants, staffing agencies (and those staffing agencies’ workers), officials, directors,

1 attorneys, personal representatives, executors, and shareholders, including Defendant's
2 pension, profit sharing, savings, health, and other employee benefit plans of any nature, the
3 successors of such plans, and those plans' respective current or former trustees and
4 administrators, agents, employees, and fiduciaries. The Release Period for the Released
5 Claims shall be the Class Period (April 21, 2016 through December 7, 2020). All claims
6 under the FLSA shall be released upon each Class Member's cashing of their FLSA
7 settlement check, pursuant to section IV.L.8 of the Settlement.

8 5. Upon the receipt by the Settlement Administer, ILYM Group, Inc. of the
9 gross settlement amount of \$325,568 and other amounts due, as specified in the Order, from
10 Defendant, all PAGA Employees, on behalf of themselves, and each of their heirs,
11 representatives, successors, assigns, and attorneys, will have fully released Defendant and
12 Released Parties for any and all claims for civil penalties recoverable by a private attorney
13 general for violations that were alleged in, or arise out of the facts alleged in, the Second
14 Amended Complaint and/or the letter submitted by Plaintiff to California's Labor and
15 Workforce and Development Agency arising during the PAGA Period, which is the time
16 period from April 21, 2019 through December 7, 2020.

17 6. Upon the receipt by the Settlement Administer, ILYM Group, Inc. of the
18 gross settlement amount of \$325,568 and other amounts due, as specified in the Order,
19 Plaintiff fully releases the Released Parties from any and all claims, causes of action,
20 damages, wages, benefits, expenses, penalties, debts, liabilities, demands, obligations,
21 attorney's fees, costs, and any other form of relief or remedy in law, equity, or whatever
22 kind or nature, whether known or unknown, suspected or unsuspected, exclusive only of any
23 workers compensation claims or any other claims which cannot be released as a matter of
24 law, including but not limited to (1) all Released Claims, (2) the Action and any claims
25 arising out of or related to the Action, (3) any claims under federal, state or local law,
26 including the California Labor Code, California Wage Orders, and Fair Labor Standards
27 Act, for or relating to wages, benefits, compensation, vacation or other paid time off, and
28 claims for liquidated damages, penalties, or costs and fees associated therewith, (4) wrongful

1 termination, discrimination, harassment, and/or retaliation, including but not limited to
2 violations of the California Fair Employment and Housing Act, Age Discrimination in
3 Employment Act “ADEA,” (5) any act, omission, or occurrence or claim arising out of or
4 related to the Action or Plaintiff’s employment or termination thereof with Defendant taking
5 place on or before the Effective Date of the Settlement, (6) unlawful or tortious conduct
6 such as assault or battery; background check violations; defamation; detrimental reliance;
7 fiduciary breach; fraud; indemnification; intentional or negligent infliction of emotional
8 distress; interference with contractual or other legal rights; invasion of privacy; loss of
9 consortium; misrepresentation; negligence (including negligent hiring, retention or
10 supervision); personal injury; promissory estoppel; public policy violation; retaliatory
11 discharge; safety violations; posting or records-related violations; wrongful discharge; or
12 other federal, state or local statutory or common law matters, and (7) and any other form of
13 relief or remedy of any kind, nature, or description whatsoever, whether premised on statute,
14 contract, tort, or other theory of liability under state, federal, or local law. Provided,
15 however, this release shall not include any claims for workers’ compensation benefits. In
16 addition, as of the Effective Date, Plaintiff releases all claims under California Civil Code
17 Section 1542.

18 7. Without affecting the finality of this Judgment, the Court retains exclusive
19 and continuing jurisdiction over the litigation for purposes of supervising, implementing,
20 interpreting and enforcing the terms of its Order granting Final Approval of the Settlement
21 Agreement, and in order to conduct further hearing(s) on certification of distribution
22 procedures.

23 Dated: _____

24 Hon. Daniel J. Buckley

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) and not a party to the within action. My business address is 14011 Ventura Blvd., Suite 206E, Sherman Oaks, CA 91423.

On July 30, 2021, I served the following document described as

- **[PROPOSED] JUDGMENT**

on the interested parties in this action:

(X) by serving () the original (X) true copies thereof as follows:

Please see attached service list

() BY MAIL I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.	() BY FACSIMILE TRANSMISSION I caused said document(s) to be transmitted by facsimile transmission to the name(s) and facsimile telephone number(s) of the person(s) named on the attached service list. The facsimile machine telephone number of the sending facsimile machine was (818) 918-2316. A transmission report was issued by the sending facsimile machine confirming that the transmission was completed without error. A true and correct copy of said transmission report is attached hereto.
() BY OVERNIGHT DELIVERY Said document was placed in an envelope designated by the express service center and placed for collection in a box regularly maintained by said carrier with whom we have a direct billing account, to be delivered to the office of the addressee listed above on the next business day.	(XX) BY ELECTRONIC TRANSMISSION I caused the above-described document to be electronically served to the names and email addresses listed on the Service List attached hereto.

(X) STATE I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

() FEDERAL I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

(X) EXECUTED on July 30, 2021, at Sherman Oaks, California.



Nicole Salazar

SERVICE LIST

Bethany Pelliconi, Esq. Elisabeth Watson, Esq. SEYFARTH SHAW LLP 2029 Century Park East, Suite 3500 Los Angeles, CA 90067 Telephone: (310) 201-9233 Facsimile: (310) 551-8328 Email: bpelliconi@seyfarth.com ewatson@seyfarth.com <i>Attorneys for Defendant Culpepper & Associates Security Services, Inc.</i>	Marshall A. Caskey, Esq. Daniel M. Holzman, Esq. N. Cory Barari, Esq. CASKEY & HOLZMAN 24025 Park Sorrento, Ste. 400 Calabasas, CA 91302 Telephone: (818) 657-1070 Facsimile: (818) 297-1775 Email: mcaskey@caskeyholzman.com dholzman@caskeyholzman.com nbarari@caskeyholzman.com <i>Attorneys for William Hall, individually and on behalf of all others similarly situated</i>
<i>Via Electronic Submission</i> PAGA Administrator 1515 Clay Street, Ste. 801 Oakland, CA 94612	