

AARON C. GUNDZIK (State Bar No. 132137)
REBECCA G. GUNDZIK (State Bar No. 138446)
GUNDZIK GUNDZIK HEEGER LLP
14011 Ventura Blvd., Suite 206E
Sherman Oaks, CA 91423
Telephone: (818) 290-7461
Facsimile: (818) 918-2316

MARSHALL A. CASKEY (State Bar No. 65410)
DANIEL M. HOLZMAN (State Bar No. 176663)
N. CORY BARARI (State Bar No. 295306)
CASKEY & HOLZMAN
24025 Park Sorrento, Ste. 400
Calabasas, CA 91302
Telephone: (818) 657-1070
Facsimile: (818) 297-1775

Attorneys for Plaintiff William Hall, individually
and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

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

Plaintiff,

vs.

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

Defendants.

Case No.: 20STCV15317

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

**[PROPOSED] ORDER OF FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: August 25, 2021
Time: 10:30 a.m.
Dept.: 1

Complaint Filed: April 21, 2020

The Court, having considered whether to order final approval of the settlement of
this matter pursuant to the First Amended Stipulation of Class Action Settlement (the
“Settlement Agreement” or “Stipulation”), having granted preliminary approval on April 21,
2021, having directed that notice be given to all Class Members of preliminary approval of
the Settlement Agreement and the final approval hearing and the right to be excluded from
or object to the settlement, having read and considered all of the papers of the parties and

1 their counsel, and having received no objections to the settlement, and good cause appearing
2 therefor,

3 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

4 1. The Motion for Final Approval of the class action settlement is granted;

5 2. The parties to this action are Plaintiff William Hall (“Representative
6 Plaintiff” or “Plaintiff”) and Defendant Culpepper & Associates Security Services, Inc.
7 (“CASS” or “Defendant”).

8 3. After participating in an arms’ length mediation, Plaintiff and Defendant have
9 agreed to a proposed settlement of this action on behalf of the Class Plaintiff seeks to
10 represent. The terms of the proposed settlement are fully set forth in the Settlement
11 Agreement attached as part of Exhibit A to the Declaration of Aaron Gundzik in Support of
12 the Motion for Final Approval of Class Action Settlement.

13 4. This Court has jurisdiction over the subject matter of this action (the
14 “Action”) and over all parties to the Action, including the Representative Plaintiff and the
15 Class Members.

16 5. The terms used in this Order have the meaning assigned to them in the
17 parties’ Settlement Agreement.

18 6. The Court finds that the Settlement Class consists of all non-exempt
19 employees of Defendant who worked as security officers in California during the applicable
20 Class Period (April 21, 2016 through December 7, 2020).

21 7. The Settlement Class Period is April 21, 2016 through December 7, 2020.

22 8. The PAGA Employees means a member of the Class who was employed by
23 Defendant at any time during the PAGA Period (April 21, 2019 through December 7, 2020).

24 9. In settlement, Defendant will pay the gross amount of \$325,568, plus the
25 employer’s share of all required payroll tax deductions. From this gross amount, the parties
26 propose to deduct \$5,514.26 in fees to be paid to the Settlement Administrator, a Service
27 and Release Payment to the Representative Plaintiff in the amount of \$10,000, \$7,500 to the
28 California Labor and Workforce Development Agency, \$2,500 to the PAGA Employees,

1 Class Counsel's costs of \$11,199.74, and Class Counsel's attorneys' fees of \$108,522.66,
2 which is justified in light of the benefit to the Class.

3 10. The amount remaining, after deductions approved by the Court, will be
4 distributed to Settlement Class Members based upon each Settlement Class Members'
5 respective Qualifying Workweeks, as defined in the Settlement Agreement.

6 11. No Class Members filed requests to be excluded from the settlement.
7 Therefore, all members of the Settlement Class will receive a settlement payment and be
8 bound by the releases contained in the Settlement Agreement and Judgment.

9 12. Upon the receipt by the Settlement Administer, ILYM Group, Inc., of the
10 gross settlement amount of \$325,568, plus the employer's share of withholding taxes, from
11 Defendant, each and every Released Claim of each Settlement Class Member is and shall be
12 deemed to be released as against the Released Parties. "Released Claims" means any and all
13 claims, rights, demands, charges, complaints, causes of action, punitive or statutory
14 damages, penalties, liquidated damages, expenses, attorneys' fees and costs, interest,
15 obligations or liability of any and every kind that were asserted in the Second Amended
16 Complaint or are based on, or arise out of, the facts alleged in the Second Amended
17 Complaint, including without limitation any claims for failure to pay overtime or other
18 wages, failure to issue accurate wage statements, failure to provide compliant meal and rest
19 periods, unfair, unlawful or fraudulent business practices under California Business and
20 Professions Code Section 17200 and any claims based on paid sick leave under state federal,
21 or local law, and all related penalties. Provided, however, the Released Claims shall not
22 include the PAGA Released Claims. The Release Period for the Released Claims shall be
23 the Class Period. All claims under the FLSA shall be released upon each Class Member's
24 cashing of their FLSA settlement check, pursuant to section IV.L.8 of the Settlement.

25 13. Upon the receipt by the Settlement Administer, ILYM Group, Inc., of the
26 gross settlement amount of \$325,568, plus the employer's share of withholding tax, from
27 Defendant, each and every PAGA Employee shall have released all PAGA Released Claims
28 against the Released Parties. "PAGA Released Claims" means any and all claims for civil

1 penalties recoverable by a private attorney general for violations that were alleged in, or
2 arise out of the facts alleged in, the Second Amended Complaint and/or the letter submitted
3 by Plaintiff to California's Labor and Workforce and Development Agency arising during
4 the PAGA Period (April 21, 2019 through December 7, 2020).

5 14. Upon the receipt by the Settlement Administer, ILYM Group, Inc., of the
6 gross settlement amount of \$325,568, plus the employer's share of withholding tax, from
7 Defendant, the Representative Plaintiff shall be additionally precluded in the future from
8 making any and all claims, causes of action, damages, wages, benefits, expenses, penalties,
9 debts, liabilities, demands, obligations, attorney's fees, costs, and any other form of relief or
10 remedy in law, equity, or whatever kind or nature, whether known or unknown, suspected or
11 unsuspected, exclusive only of any workers compensation claims or any other claims which
12 cannot be released as a matter of law, against the Released Parties, as set forth in Section VII
13 of the Settlement Agreement.

14 15. Neither the settlement, nor any of the terms set forth in the Settlement
15 Agreement, constitute any admission by Defendant, or any of the other Released Parties, of
16 liability to the Representative Plaintiff or any Class Member, nor does this Final Approval
17 Order constitute a finding by the Court of the validity of any of the claims alleged in the
18 Action, or of any liability of Defendant or any of the other Released Parties.

19 16. The Court finds that the Notice of Proposed Class Action Settlement ("Notice
20 of Settlement") has been mailed to all Class Members as previously ordered by the Court,
21 and that such Notice of Settlement fairly and adequately described the terms of the proposed
22 Settlement Agreement, the manner in which the Class Members could object to or
23 participate in the settlement, and the manner in which Class Members could opt out of the
24 Class, was the best notice practicable under the circumstances, was valid, due and sufficient
25 notice to all Class Members, and complied fully with Civil Code §1781(e), Rule of Court
26 3.769, due process and all other applicable laws. The Court further finds that a full and fair
27 opportunity has been afforded to Class Members to participate in the proceedings convened
28 to determine whether the proposed Settlement Agreement should be given final approval.

1 17. The Court finally approves of the distribution of the Net Settlement Amount
2 to the Settlement Class Members. Settlement Class Members are not required to submit a
3 claim form in order to receive payment. Rather, the gross amount paid to each Settlement
4 Class Member will be based on the number of Qualifying Workweeks (as defined in the
5 Settlement Agreement) each Settlement Class member performed any productive work for
6 Defendant and submitted a timesheet recording any time worked during the Class Period
7 (April 21, 2016 through December 7, 2020).

8 18. The Court finds that the Settlement Agreement is fair, reasonable and
9 adequate as to the Settlement Class, the named Plaintiff and Defendant, and is the product of
10 good faith, arms' length negotiations between the parties, and further, that the Settlement
11 Agreement is consistent with public policy, and fully complies with all applicable provisions
12 of law. Accordingly, the Court hereby finally and unconditionally approves the Settlement
13 Agreement and specifically approves of the allocation of the Gross Settlement Amount of
14 \$325,568 ("Gross Settlement Amount"), plus the payment of the employer's share of all
15 applicable payroll taxes and fees, as follows:

16 a. The Court approves of the payment of Settlement Administration
17 Costs of \$5,514.26 to ILYM Group, Inc.;

18 b. The Court approves of a Service and Release Payment in the amount
19 of \$10,000 to Representative Plaintiff William Hall, as payment for his time and efforts in
20 pursuing this Action, for the risks he has undertaken, and as additional compensation for the
21 expanded releases he is providing;

22 c. The Court approves of Class Counsel's attorneys' fees request of
23 \$108,522.66, which is one-third of the Gross Settlement Amount, finding that it is
24 reasonable in light of the benefit provided to the Class, to be distributed pursuant to the
25 provisions of paragraph 19 of this Order;

26 d. The Court approves of Class Counsel's request for reimbursement of
27 litigation costs and expenses in the amount of \$11,199.74;

1 e. The Court approves of a payment to the Labor and Workforce
2 Development Agency (“LWDA”) in the amount of \$7,500 and a payment of \$2,500 to the
3 PAGA Employees (to be distributed based on the number of weeks that they worked during
4 the PAGA Period) in settlement of claims under the California Labor Code Private
5 Attorneys General Act (“PAGA”);

6 f. The Court approves of payment of the remainder of the Gross
7 Settlement Amount (the “Net Settlement Amount”), approximately \$176,531.08, to the
8 Settlement Class Members who have not opted out of the settlement, pursuant to the terms
9 of the Stipulation of Class Action Settlement, Paragraph IV(L), and that the non-FLSA
10 payments to Settlement Class Members will be characterized as seventy percent (70%) 1099
11 income and thirty percent (30%) W-2 income, and the FLSA payments will be characterized
12 as fifty percent (50%) 1099 income, and fifty percent (50%) as W-2 income.

13 g. If a Settlement Class Member’s settlement check(s) is not cashed
14 within 180 days of issuance, it shall be voided and the funds from all such uncashed checks
15 shall be sent to the California State Controller as unclaimed property in the name of the
16 Settlement Class Member.

17 19. The Court approves of the following implementation schedule for further
18 proceedings:

- 19 • Settlement Effective Date: Pursuant to Section II(N) of the Settlement
20 Agreement, the Effective Date is the date of the Court’s entry of Order of
21 Final Approval of Class Action Settlement and Judgment, if no timely
22 objection is filed.
- 23 • Deadline for Defendant to deliver the Gross Settlement Amount of \$325,568,
24 plus the employer’s share of withholding taxes to the Settlement
25 Administrator: Within twenty (20) calendar days after the Effective Date.
26 However, in the event of a federal government shutdown before the date on
27 which payment is due, Defendant’s payment will be due 120 days after the
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federal government opens back up and resumes funding of Defendant’s invoices

- Mailing of Payments to Class Members: Within ten (10) days of Defendant’s deposit of the Gross Settlement Amount with the Settlement Administrator.
- Payment to the Class Representative: Within ten (10) days of Defendant’s deposit of the Gross Settlement Amount.
- Payment to Class Counsel of Class Counsel’s attorneys’ fees and Class Counsel’s costs: Within ten (10) days of Defendant’s deposit of the Gross Settlement Amount.
- Payment to the Settlement Administrator: Within ten (10) days of Defendant’s deposit of the Gross Settlement Amount.
- Payment to the LWDA: Within ten (10) days of Defendant’s deposit of the Gross Settlement Amount.
- Final Report from Settlement Administrator: After final distribution of Net Settlement Fund.

20. A compliance hearing is set for _____. If a satisfactory compliance status report is filed at least 5 court days before the compliance hearing, no appearances will be required.

Dated: _____
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] ORDER OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

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	