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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:

- (1) PRELIMINARILY
APPROVING CLASS ACTION
SETTLEMENT;**
- (2) CONDITIONALLY
CERTIFYING A CLASS FOR
SETTLEMENT PURPOSES
ONLY;**
- (3) APPROVING THE NOTICE OF
SETTLEMENT; AND**
- (4) SETTING A HEARING ON
MOTION FOR FINAL
APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: March 26, 2021

Time: 10:30 a.m.

Dept.: 1

Complaint Filed: April 21, 2020

1 The Court, having considered the Motion for Preliminary Approval of Class Action
2 Settlement of Plaintiff William Hall (“Plaintiff”), the Declaration of Aaron Gundzik, the
3 Declaration of the settlement administrator, the Stipulation of Class Action Settlement
4 (“Stipulation” or “Settlement Agreement”) executed by Plaintiff and Defendant Culpepper
5 & Associates Security Services, Inc. (“Defendant” or “CASS”), together with the Notice of
6 Proposed Class Action Settlement (“Notice of Settlement”) attached as Exhibit “1” to the
7 Declaration of Aaron Gundzik, makes the following findings:

8 1. The parties to this action are Plaintiff William Hall (“Plaintiff”) and
9 Defendant Culpepper & Associates Security Services, Inc. (“Defendant” or “CASS”).
10 Plaintiff seeks to represent a Class of all non-exempt employees of Defendant who worked as
11 security officers in California during the applicable Class Period (April 21, 2016 through
12 December 7, 2020).

13 2. After participating in an arms-length mediation, Plaintiff and Defendant have
14 agreed to a proposed settlement of this action on behalf of the class that Plaintiff seeks to
15 represent. The terms of the proposed settlement are fully set forth in the Settlement
16 Agreement (included as Exhibit 1 to the Declaration of Aaron Gundzik in support of
17 Plaintiff’s motion for preliminary approval).

18 3. The terms of the proposed settlement include the following:

19 a. The proposed Class consists of all non-exempt employees of Defendant
20 who worked as security officers in California during the applicable Class Period.

21 b. “Class Period” means the period beginning April 21, 2016 and ending
22 December 7, 2020.

23 c. In settlement, Defendant will pay the gross amount of \$320,000, plus
24 the employer’s share of withholding taxes. From the gross settlement amount, subject to
25 final approval by the Court, the parties will deduct fees for settlement administration costs
26 (\$4,264.26), payment to the Labor and Workforce Development Agency (“LWDA”) of
27 \$7,500 in settlement of claims under the California Labor Code Private Attorneys General
28 Act (“PAGA”), a service and release payment in the amount of \$10,000 to Plaintiff William

1 Hall, Class Counsel's reasonable and actual costs in an amount not to exceed \$15,000, and
2 Class counsel's attorneys' fees as approved by the Court, but not to exceed \$106,666.66.

3 d. The amount remaining, after deductions approved by the Court, will
4 be distributed to individual Settlement Class Members in accord with the formula specified
5 in the Settlement Agreement.

6 4. Notice of this proposed settlement will be sent to all Class members by
7 regular mail and that Class members shall have forty-five (45) days to opt out of or object to
8 the settlement.

9 5. The proposed Class counsel are experienced and, in their view, the proposed
10 settlement is fair and reasonable.

11 6. The proposed settlement is fair and reasonable to Class members.

12 7. The notice procedure set forth in the Settlement Agreement will adequately
13 notify the Class of the settlement and of their right to opt out or object.

14 8. The Settlement Agreement and Notice include a proposed release which will
15 bind those Class members who do not opt out of the Class. A separate FLSA check to be
16 issued to Class members will include an advisement that cashing it will constitute consent
17 under the FLSA to opt into the collective action and to release all claims under the FLSA.

18 Based upon the foregoing, **IT IS HEREBY ORDERED THAT:**

19 1. The motion is granted.

20 2. The class action settlement, as set forth in the Settlement Agreement, is
21 preliminarily approved pursuant to Rules of Court 3.766 and 3.769.

22 3. The proposed class is provisionally certified as an opt-out class action under
23 Section 382 of the Code of Civil Procedure and conditionally certified as an opt-in
24 collective action under 29 U.S.C. § 216(b) solely for the purpose of the settlement of this
25 matter, with the class defined as specified above and in the Settlement Agreement.

26 4. Plaintiff William Hall is appointed as the class representative for the
27 provisionally-certified class.
28

1 5. Aaron C. Gundzik, Rebecca G. Gundzik and Daniel Holzman are appointed
2 as Class counsel for the provisionally-certified class.

3 6. ILYM Group, Inc. is approved as the Settlement Administrator.

4 7. The Notice of Settlement in substantially the form attached hereto as Exhibit
5 1 is approved and the Settlement Administrator is authorized to send the Notice of
6 Settlement to the Class.

7 8. The Court directs the settlement administrator to mail the Notice of
8 Settlement to the Class members in a manner consistent with the Settlement Agreement.

9 9. The Court preliminarily approves the Class release in the Settlement
10 Agreement. Any class member who does not opt-out of the Settlement will be bound by the
11 release.

12 10. The Court directs that any and all objections to the Settlement be sent to the
13 Settlement Administrator and postmarked no later than forty-five (45) calendar days after
14 the Notice of Settlement is mailed. For Notices of Settlement that are re-mailed to a
15 different address, the Response Deadline will be the earlier of: (1) 45 days after re-mailing,
16 and (2) ten days before the initial date set by the Court for the Final Fairness and Approval
17 Hearing.

18
19 11. The Court directs that all requests for exclusion must be sent to the
20 Settlement Administrator and postmarked no later than forty-five (45) calendar days after
21 the Notice of Settlement is mailed. For Notices of Settlement that are re-mailed to a
22 different address, the Response Deadline will be the earlier of: (1) 45 days after re-mailing,
23 and (2) ten days before the initial date set by the Court for the Final Fairness and Approval
24 Hearing.

25 12. A Final Approval Hearing on the question of whether the proposed class
26 settlement should be finally approved as fair, reasonable, and adequate as to the members
27 of the proposed settlement class, for approval of Class Counsel's Attorneys' Fees and Class
28 Counsel's Costs, for approval of the service and release payments to the class

representatives, for approval of the fees of the settlement administrator and for approval of the payment to the LWDA in settlement of all PAGA claims is set for _____ in Department 1 of the above-entitled Court.

13. The Court orders that the papers in support of the final approval of the settlement and Plaintiff's award of attorneys' fees and costs shall be filed by 16 court days before the hearing.

14. Based on the terms of the Settlement Agreement, the following sets forth the proposed schedule of events to occur with respect to the effectuation of the settlement:

Event	Date
Deadline for Defendant to provide Class data to settlement administrator	within ten (10) business days of preliminary approval
Deadline to mail Notice of Settlement to Class Members	within ten (10) days of receipt of class data from Defendant
Deadline to dispute workdays, opt out of or object to settlement	within forty-five (45) days of mailing the Notice of Settlement, or for re-mailed Notices of Settlement the Response Deadline will be the earlier of: (1) 45 days after re-mailing, and (2) ten days before the initial date set by the Court for the Final Fairness and Approval Hearing
Deadline for settlement administrator to provide counsel with Declaration of Compliance and report regarding notice and exclusion process	5 days prior to deadline for filing motion for final approval
Deadline to file motion for final approval of the settlement and award of attorneys' fees and costs	16 court days before final approval hearing
Hearing on motion for final approval of the settlement, granting of final approval, and entry of judgment	July __, 2021

Dated: _____

Hon. Daniel J. Buckley

Exhibit 1

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL

Hall v. Culpepper & Associates Security Services, Inc.
Los Angeles Superior Court, Case No. 20STCV15317

If you have been employed in California by Culpepper & Associates Security Services, Inc. as a security officer, you may be entitled to receive money from a class action settlement.

*The Los Angeles County Superior Court authorized this notice.
This is not a solicitation from a lawyer.*

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

You are receiving this Notice because the Los Angeles County Superior Court has preliminarily approved a proposed settlement in a class action filed by William Hall on behalf of all non-exempt employees of CASS Culpepper & Associates Security Services, Inc. ("CASS") who worked in California as security officers from April 21, 2016 through December 7, 2020. A hearing to determine whether the settlement should receive the Court's final approval will be held on _____ at _____.m. in Department 1 of the Los Angeles County Superior Court, which is located at 312 N. Spring Street, Los Angeles, CA 90012.

This Notice explains the proposed settlement and provides an estimate of how much money you will receive as a settlement payment if you do not exclude yourself from the settlement. If you do not want to be part of the settlement class, then you must submit a Request for Exclusion (described in Section 9, below) no later than [45 days from mailing] otherwise you will be bound by the terms of the settlement, including the release of certain claims that you may have against CASS, as described in Section 8 of this Notice.

1. PURPOSE OF THIS NOTICE

The Court has ordered that this Notice be sent to you because you have been identified as a member of the class by CASS's records. The purpose of this notice is to provide you with information about the lawsuit and the proposed settlement and to advise you of your options.

2. PERSON ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT

The people eligible to receive a settlement payment are all non-exempt employees of CASS who worked as security officers in California between April 21, 2016 and December 7, 2020. You are receiving this notice because, according to CASS's records, you are eligible to participate in the settlement.

3. DESCRIPTION OF THE ACTION

An employee of CASS filed a class action against CASS in the Los Angeles County Superior Court. The case is called *Hall v. Culpepper & Associates Security Services, Inc.*, Case No. 20STCV15317 (the "Action"). The Action alleges that Plaintiff and other non-exempt employees of CASS who worked for CASS in California as security officers were not paid all overtime wages owed, were not provided with compliant meal and rest breaks, were not provided compliant wage statements, and were not provided with all applicable sick pay. Based on these facts and others, Plaintiff's Second Amended Complaint alleges causes of action for: (1) failure to pay overtime; (2) failure to provide accurate wage statements; (3) failure to provide meal and rest breaks; (4) violation of Business & Professions Code Section 17200; (5) recovery of civil penalties under the California Labor Code Private Attorneys' General Act ("PAGA"), California Labor Code Sections 2698-2699.5; (6) violation of the Fair Labor Standards Act (FLSA); and (7) violation of Federal, State and local sick pay requirements.

FOR MORE INFORMATION CALL 1-800-_____.

CASS denies all of Plaintiff's allegations and denies any wrongdoing. Among other things, CASS contends that all employees have been properly compensated and that CASS complied with all applicable Federal, State and Local laws.

The Court has made no ruling on the merits of the alleged claims or the defenses asserted by CASS. The Court has preliminarily approved the proposed settlement. The Court will decide whether to give final approval to the settlement at a hearing scheduled for _____, 2021 at _____.m. (the "Final Approval Hearing").

4. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?

Attorneys representing Plaintiff and the class ("Class Counsel") are:

Aaron C. Gundzik Rebecca Gundzik Gundzik Gundzik Heeger LLP 14011 Ventura Blvd., Suite 206E Sherman Oaks, CA 91423 Telephone: (818) 290-7461 Facsimile: (818) 918-2316	Daniel M. Holzman Caskey & Holzman 24025 Park Sorrento, Ste. 400 Calabasas, CA 91302 Telephone: (818) 657-1070 Facsimile: (818) 297-1775
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Attorneys representing CASS are:

Elizabeth Watson Bethany Pelliconi Seyfarth Shaw LLP 2029 Century Park East, Suite 3500 Los Angeles, California 90067-3021 Telephone: (310)201-9233 Facsimile: (310) 551-8328.	
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5. THE TERMS OF THE PROPOSED SETTLEMENT

The following is a summary of the settlement. The specific and complete terms of the proposed Settlement are stated in the Stipulation of Class Action Settlement ("Settlement Agreement"), a copy of which is filed with the Court. You can obtain a copy of the Settlement Agreement from the Settlement Administrator or review it on the following website: www._____.

CASS has agreed to pay \$320,000 to settle any and all obligations for the claims alleged in the lawsuit. This amount is called the Gross Settlement Amount. As discussed below, the Gross Settlement Amount will be used to cover all payments to the settlement class, settlement administration costs, attorneys' fees and costs, service and release awards to the Plaintiff, and funds owed to the state of California in settlement of penalties. All of these payments will be deducted from the Gross Settlement Amount. The remaining amount (called the Net Settlement Amount) will be distributed to class members who do not timely submit Requests for Exclusion, as discussed below.

(a) Attorneys' Fees and Costs: Class Counsel has worked on this matter without compensation and have advanced funds to pay for expenses necessary to prosecute the Action. Accordingly, under the settlement, Class Counsel may request an amount not to exceed \$106,666.66 to compensate them for their work on the case, plus their reasonable and actual costs and expenses incurred in the litigation, not to exceed \$15,000. Subject to court approval, the attorneys' fees and costs will be deducted from the Gross Settlement Amount.

(b) Service and Release Award: The Plaintiff is requesting a service and release award not to exceed \$10,000, in addition to the amount he will receive as a member of the class, to compensate him for undergoing the burden and expense

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of prosecuting the action and for the broader release of claims he is required to provide to CASS. Subject to court approval, the service and release award will be deducted from the Gross Settlement Amount.

(c) Settlement Administration Costs: The Settlement Administrator, ILYM Group, Inc., has advised the parties that the settlement administration costs will not exceed \$5,514.26. Subject to court approval, the settlement administration costs will be deducted from the Gross Settlement Amount.

(d) Payment to State of California: A total of \$10,000 of the Gross Settlement Amount will be allocated to settle allegations that CASS owes penalties to the state for alleged violations of the California Labor Code. Of this amount, \$7,500 (75%) will be paid to the California Labor & Workforce Development Agency ("LWDA"). Subject to court approval, the \$7,500 payment to the LWDA will also be deducted from the Gross Settlement Amount. The other 25%, which is \$2,500, will be distributed to class members as part of the Net Settlement Amount discussed below.

(e) Payments to Settlement Class Members: The remainder of the Gross Settlement Amount (called the Net Settlement Amount) will be distributed to class members who do not exclude themselves from the settlement (called Settlement Class Members). The amount of each Settlement Class Member's share of the Net Settlement Amount will be calculated by dividing the total number of qualifying workweeks worked by the Class Member during the Class Period by the total number of qualifying workweeks worked by all Settlement Class Members during the Class Period and multiplying that fraction by the Net Settlement Amount. A qualifying workweek is a full or partial week that a class member worked for CASS during the Class Period.

6. WHAT YOU WILL RECEIVE UNDER THE SETTLEMENT

According to CASS's records, you worked a total of ___ qualifying workweeks during the Class Period. Under the settlement, you will receive approximately \$_____. You will receive two separate checks, one for the release of your non-FLSA claims in the amount of \$_____ and one in exchange for the release of your FLSA claims in the amount of \$_____. The amount of your checks may increase or decrease based on various factors, including the number of class members who submit Requests for Exclusion, the amounts approved by the Court for attorneys' fees and costs, settlement administration costs, the service and release award to Plaintiff, payment to the LWDA, and disputes by other class members regarding their qualifying workweeks during the Class Period. **To receive your settlement payment, you do not need to do anything. You will receive a settlement payment unless you exclude yourself from the settlement.**

7. PAYMENT SCHEDULE

The Settlement Administrator will send out settlement checks to class members after the settlement is finally approved by the Court. You will have 180 days after the Settlement Administrator mails your settlement check to cash it; otherwise it will be voided and the amount of your settlement payment will be sent to the California State Controller as unclaimed property in your name and you will need to contact that agency to obtain your funds. For tax purposes, the non-FLSA portion of your payment will be considered as seventy percent (70%) 1099 income and thirty percent (30%) W-2 income. The FLSA portion of your payment will be considered as fifty percent (50%) 1099 income, to be reported on an IRS Form 1099, and fifty percent (50%) as W-2 income, to be reported on a W-2 form. Nothing in this Notice should be construed as providing you with tax advice. You should consult with your tax advisor concerning the tax consequences of the payment you receive.

8. RELEASE OF CLAIMS

Unless you submit a valid Request for Exclusion (described below in Section 9), you will release CASS and all of its current or former subsidiaries, affiliates, parent corporations, predecessors, insurers, agents, employees, successors, assigns, officers, owners, third-party consultants, staffing agencies (and those staffing agencies' workers), officials, directors, attorneys, personal representatives, executors, and shareholders, including CASS's pension, profit sharing, savings, health, and other employee benefit plans of any nature, the successors of such plans, and those plans' respective current or former trustees and administrators, agents, employees, and fiduciaries from any and all claims, rights, demands, charges, complaints, causes of action, punitive or statutory damages, penalties, liquidated damages, expenses, attorneys' fees and costs, interest, obligations or liability of any and every kind that were, or could have been, asserted in the Hall Action or are

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based on or arise out of the facts alleged in any complaint filed in the Hall Action, including without limitation any claims for failure to pay overtime, failure to issue accurate wage statement, failure to provide compliant meal and rest periods, unfair, unlawful or fraudulent business practices under California Business and Professions Code Section 17200, including claims under Labor Code Sections 226, 226.7, 510, 512, 1194, 1199, as well as IWC Wage Order No. 4 §§ 3, 11, and 12 based on alleged violations of the foregoing statutes and Wage Order Sections; as well as all claims arising under the listed Labor Code statutes based on the primary rights of those statutes; and any claims based on paid sick leave under state and federal law. The claims that you will be releasing by participating in the settlement include claims for (1) failure to pay overtime; (2) inaccurate wage statements, (3) failure to provide meal and rest breaks; (4) violation of the Unfair Practices Act; and (5) recovery of civil penalties under the California Labor Code Private Attorneys' General Act ("PAGA"), California Labor Code Sections 2698-2699.5; (6) violation of the Fair Labor Standards Act (FLSA); and (7) violation of Federal, State and local sick pay requirements.

9. YOUR OPTIONS

As a member of the settlement class you have four options. Each option will affect your rights, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, are explained below:

(a) You Can Do Nothing.

If you do nothing, you will remain a member of the settlement class and will receive a settlement payment. You will also be bound by the release of claims set forth in Section 8 above. The payment will remain valid and negotiable for one hundred eighty (180) days from the date of the issuance. This deadline to cash the payment check shall not be extended for you absent Court Order.

(b) You Can Contest the Calculation of Your Settlement Payment as Stated in this Notice.

You can contest the number of qualifying workweeks attributed to you in Section 6 above. To do so, you must provide the Settlement Administrator with a written explanation of your position. The statement must also include your full name, current address and telephone number, and must identify this case (*Hall v. Culpepper & Associates Security Services, Inc.*, Case No. 20STCV15317). You must provide written documentation supporting the number of workweeks you believe that you worked; otherwise, the number listed above will be presumed correct. You must postmark your written statement no later than **[45 days from mailing]**. The Settlement Administrator will consider the documentation you submit and will communicate with you and the parties as necessary regarding the dispute to determine whether an adjustment is warranted before making a final determination regarding your settlement payment. The Settlement Administrator will mail you its final determination.

(c) You Can Exclude Yourself from the Settlement Class.

If you do not want to remain a member of the settlement class, you can request exclusion (i.e., opt out) by sending the Settlement Administrator a written Request for Exclusion at the address specified in Section 11 below. The deadline to postmark a Request for Exclusion is **[45 days from mailing]**. A Request for Exclusion is a written statement that unambiguously requests exclusion from the settlement class. The Request for Exclusion must include the case number (*Hall v. Culpepper & Associates Security Services, Inc.*, Case No. 20STCV15317), your name, current address and telephone number, and the last four digits of your social security number (for verification purposes). You must also sign the Request for Exclusion. You should keep a copy of your Request for Exclusion. Moreover, to demonstrate receipt by the Settlement Administrator, you may elect to send your Request for Exclusion via certified mail. Requests for Exclusion that do not include all required information, or that are not postmarked on or before **[45 days from mailing]**, will not be valid.

If you submit a valid and timely Request for Exclusion, you will not be bound by the settlement or the release of claims in Section 8 above; however, you will not receive any money under the settlement. You will also be barred from objecting to this settlement. By opting out of the settlement class, you will retain whatever rights or claims you may have against CASS.

FOR MORE INFORMATION CALL 1-800-_____.

If you do not submit a timely and valid Request for Exclusion from the settlement class by the deadline specified above, then you will be bound by all terms and conditions of the settlement, including the Release of Claims, if it is approved by the Court and by the judgment, and you will receive a settlement payment.

(d) You Can Object to the Settlement.

If you do not submit a Request for Exclusion from the settlement, you may object to the settlement by sending your written objections to the Settlement Administrator at the address specified in Section 11 below. The deadline to postmark your objections is **[45 days from mailing]**. Only class members who have not requested exclusion may object to the settlement.

Your objection must state the basis of your objection and include any papers and briefs in support of your position. Your objection must be signed and must contain your current address and telephone number (or that of your attorney) and refer to this case (*Hall v. Culpepper & Associates Security Services, Inc.*, Case No. 20STCV15317).

If you object to the settlement and if the Court approves the settlement notwithstanding your objections, you will be bound by the terms of the settlement and be deemed to have released all of the Released Claims as set forth in Section 8 above, and you will not be permitted to file a Request for Exclusion.

10. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT

The Final Approval Hearing on the fairness and adequacy of the proposed settlement, the plan of distribution, the service and release award to the Plaintiff, and Class Counsel's request for attorneys' fees and costs, and other issues will be held on _____, 2021 at _____.m., in Department 1 of the Los Angeles County Superior Court, 312 N. Spring Street, Los Angeles, CA 90012. The Final Approval Hearing may be continued to another date without further notice. If you plan to attend the Final Approval Hearing, it is recommended that you contact the Settlement Administrator to confirm the date and time.

11. NON-RETALIATION

CASS will not retaliate or take any adverse action against a class member for participating in the settlement.

12. ADDITIONAL INFORMATION AND COURTHOUSE SOCIAL DISTANCING INFORMATION.

This Notice only summarizes the lawsuit and settlement. For more information, you may inspect the Court file at the Los Angeles County Superior Court, 312 N. Spring Street, Los Angeles, CA 90012, subject to the social distancing procedures in place at the Courthouse. You may also review the settlement agreement and other documents on-line at [www._____](http://www._____.) or you may contact the Settlement Administrator as follows:

ILYM Group, Inc.
Telephone: _____
Facsimile: _____
Email: _____
Website: _____

You may also contact Class Counsel at the address and telephone number provided in Section 4 above. If your address changes or is different from the address on the envelope enclosing this Notice, please promptly notify the settlement administrator.

If you are planning to come to the Final Approval Hearing, you should review the Court's social distancing requirements at: (Here for You, Safe for You).

These rules require that all persons entering any courthouse or courtroom must wear a face covering/mask over his or her nose and mouth at all times within the public areas of the courthouse or courtroom. Individuals who wear a face shield must ensure it covers both the nose and the mouth, wraps around the sides of a wearer's face and extend to below the chin with a cloth drape from the bottom of the face shield to below the neck. Children under the age of three (3) are exempt, as are

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persons with a medical condition, mental health condition, or disability that precludes them from wearing a face covering. However, they must “take whatever protective measures their condition permits, such as wearing a face shield without a drape on the bottom edge.”

Individuals are required to maintain at least (6) six feet of physical distance from all persons (except those within their household) at all times and comply with social distance signage throughout the courthouse.

Individuals are requested to use hand sanitizer when entering the courthouse, practice good hand-washing hygiene, and cover coughs and sneezes, preferably with a tissue.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

FOR MORE INFORMATION CALL 1-800-_____.