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14 SUPERIOR COURT OF THE STATE OF CALIFORNIA

15 FOR THE COUNTY OF ALAMEDA

16 TSCHERA ECHEVERRIA, individually and on
17 behalf of all others similarly situated,

18 Plaintiff,

19 vs.

20 TRITON GLOBAL SERVICES, INC., a
21 California corporation; and DOES 1 through 50,
22 inclusive,

23 Defendants.

Case No. RG20068526

[Assigned for all purposes to the Hon. Evelio
Grillo, Dept. 21]

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTRY OF
JUDGMENT THEREON**

Date: December 15, 2023

Time: 9:00 a.m.

Dept.: 21

Reservation ID. 401585938742

1 **ORDER**

2 Plaintiff Tschera Echeverria (“Plaintiff”), and Defendant Triton Global Services, Inc.
3 (“Defendant”) (together, the “Parties”) have entered into the Stipulation of Class and Representative
4 Action Settlement and Release (“Settlement Agreement”) to settle the above-captioned class action
5 subject to the Court’s approval (the “Settlement”).

6 This matter is now before the Court on Plaintiff’s Motion for Final Approval of Class Action
7 Settlement, including approval of the Class Representative Enhancement Payment for Plaintiff and Class
8 Counsel’s application for a fee and expense award. The Court has read, heard, and considered all the
9 pleadings and documents submitted, and the presentations made in connection with the Motion which
10 came on for hearing on December 15, 2023.

11 **I. BACKGROUND**

12 On July 20, 2020, Plaintiff filed a putative class and representative action Complaint against
13 Defendant alleging the following causes of action: (1) failure to provide accurate itemized wage
14 statements in violation of Labor Code § 226(a); (2) failure to provide meal periods in violation of Labor
15 Code §§ 226.7 and 512; (3) failure to provide rest periods in violation of Labor Code § 226.7; (4) failure
16 to reimburse business expenses in violation of Labor Code § 2802; (5) violation of the Unfair
17 Competition Law (the “UCL”), Business & Professions Code § 17200, *et seq.*; and (6) violation of Labor
18 Code § 2698, *et seq.*, the Private Attorneys General Act (the “PAGA”).

19 On July 9, 2021, the Parties engaged in a full-day mediation with neutral Steve Pearl, Esq., but
20 were unable to settle. Following continued arm’s length negotiations aided by Mr. Pearl over the span of
21 months, the Parties reached a settlement of this action in its entirety. In connection with claims
22 negotiated at mediation, the Parties agreed to file a First Amended Complaint (“FAC”) to include
23 allegations regarding Defendants’ alleged violations of Labor Code §§ 118.12, 204, 233, 246, 432, 510,
24 558, 1174, 1194, 1197, 1197.1, 1198, and 1198.5, CCR Title 8, § 1050(5)(A), CCR Title 8, § 1050(4)(C),
and Wage Order No. 4-2001(4) and (5).

25 On April 28, 2023, Plaintiff filed the FAC pursuant to this Court’s Order approving the Parties’
26 Stipulation granting Plaintiff leave to file the FAC.

1 **II. CLASS MEMBERS**

2 The “Class” is defined as: “all current and former non-exempt hourly paid employees of Triton
3 Global Services, Inc. who were employed in California to perform security guard services at any time
4 between April 6, 2016 through the date that the Court grants preliminary approval of this settlement and
5 certifies the class (August 23, 2023).”

6 **A. Operation of the Settlement**

7 Pursuant to the Preliminary Approval Order dated August 23, 2023, this Court conditionally
8 certified the Class and granted preliminary approval to the Settlement Agreement. The Preliminary
9 Approval Order also approved of the proposed forms of notice and notice plan. The Court entered the
10 Preliminary Approval Order after review and consideration of all of the pleadings filed in connection
11 herewith, and the oral presentations made by counsel at the hearing.

12 In compliance with the Preliminary Approval Order, the Notice of Settlement (“Notice Packet”)
13 was sent to all 1,365 Class Members via first class mail. A total of 11 Notice Packets remain
14 undeliverable. One Class Member, Andrew McRae, opted-out. Andrew McRae shall not be subject to
15 the class release set forth in the Settlement Agreement. The notice process was timely completed.

16 This Court finds that the Settlement appears to be the product of serious, informed, non-collusive
17 negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment to any
18 individuals. The Court further finds that the Settlement is fair, reasonable, and adequate and that
19 Plaintiff has satisfied the standards for final approval of a class action settlement under California law.
20 Under the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil
21 Procedure 23, as approved for use by the California state court in *Vasquez v. Superior Court*, 4 Cal. 3d
22 800, 821 (1971), the trial court has discretion to certify a class where:

23 [Q]uestions of law or fact common to the members of the class
24 predominate over any questions affecting only individual members, and
25 that a class action is superior to the available methods for the fair and
26 efficient adjudication of the controversy ... Fed. R. Civ. Proc. 23.

27 Certification of a settlement class is the appropriate judicial device under these circumstances.

28 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS
FOLLOWS:

1. The Court, for purposes of this Order, adopts all defined terms as set forth in the

1 Settlement Agreement filed in this case.

2 2. The Court has jurisdiction over the subject matter of the litigation, the Class
3 Representative, the other members of the Settlement Class, and Defendant.

4 3. The Court finds that the dissemination of the Notice Packet, as disseminated by the
5 appointed Phoenix Settlement Administrators to the Class Members, constituted the best notice
6 practicable under the circumstances to all persons within the definition of the Class, and fully met the
7 requirements of California law and due process under the United States Constitution.

8 4. The Court approves the settlement of the above-captioned action, as set forth in the
9 Settlement Agreement, as fair, just, reasonable, and adequate as to the Parties. The Parties are directed to
10 perform in accordance with the terms set forth in the Settlement Agreement.

11 5. Except as otherwise provided in the Settlement Agreement, the Parties are to bear their
12 own costs and attorneys' fees.

13 6. The Court hereby certifies the following Class for settlement purposes only: all current
14 and former non-exempt hourly paid employees of Triton Global Services, Inc. who were employed in
15 California to perform security guard services at any time between April 6, 2016 through the date that the
16 Court grants preliminary approval of this settlement and certifies the class (August 23, 2023).

17 7. With respect to the Class and for purposes of approving the settlement only and for no
18 other purpose, this Court finds and concludes that: (a) the members of the Class are ascertainable and so
19 numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to
20 the Class, and there is a well-defined community of interest among members of the Class with respect to
21 the subject matter of the non-exempt claims in the Litigation; (c) the claims of Class Representative is
22 typical of the claims of the members of the Class; (d) the Class Representative has fairly and adequately
23 protected the interests of the members of the Class; (e) a class action is superior to other available
24 methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class
25 Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for the Plaintiff in his individual
26 and representative capacity and for the Class.

27 8. Defendant shall deposit the following with the Settlement Administrator: a first
28 installment payment of Ten Thousand Nine Hundred and Thirty Seven Dollars and Fifty Cents

1 (\$10,937.50) within ten (10) calendar days after entry of the Order of Preliminary Approval; followed
2 by quarterly installments of Ten Thousand Nine Hundred and Thirty Seven Dollars and Fifty Cents
3 (\$10,937.50) for seven (7) quarters, commencing on the ninetieth day after the payment of the first
4 installment and payment of Fourteen Thousand and Sixty Two Dollars and Fifty Cents (\$14,062.50) for
5 eight (8) quarters, until paid in full. Within the later of ten (10) business days of written notification
6 from the Settlement Administrator of the names of any Settlement Class Members who have opted out
7 of the Settlement Class or the funding of fifty percent (50%) of the Gross Settlement Amount,
8 Defendant shall pay the employer's portion of all applicable tax withholdings including, but not limited
9 to, FICA, FUTA, and other employment related taxes and withholding of federal, state, and local income
10 taxes.

11 9. The Settlement Administrator, within fifteen (15) calendar days of Defendant's full
12 funding of the Gross Settlement Amount and Defendant's share of employer-side payroll taxes shall
13 mail the Individual Settlement Payments to Verified Settlement Class Members, deliver any awards of
14 Attorneys' Fees and Costs to Class Counsel, the Service Award to Plaintiff, and the portion of the
15 PAGA Payment due to the LWDA. The approval and denial of an Individual Settlement Payment to any
16 Verified Settlement Class Member under the terms of this Settlement Agreement will be conclusive and
17 binding, subject to the dispute resolution provisions of this Settlement Agreement as set forth in Section
18 2.17. All payments called for under Section 2.11 shall be made solely from the Gross Settlement
19 Amount. Defendant's share of the payroll taxes shall be paid in addition to the Gross Settlement Amount.

20 10. From the Gross Settlement Amount, the Settlement Administrator shall pay:

21 (a) to Class Counsel attorneys' fees in the amount of Sixty-Six Thousand Six-
22 Hundred and Sixty-Six Dollars and Sixty-Seven Cents (\$66,666.67) (ten percent of which should be
23 held in Class Counsel's attorney-client trust account until the compliance hearing, or \$6,666.67) and
24 reimbursement of costs in the amount of \$9,957.10;

25 (b) a service award to the Plaintiff for Plaintiff's services, and as consideration for the
26 execution of a general release, in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00);

27 (c) the sum of Fifteen Thousand Dollars (\$15,000.00) to the California Labor and
28 Workforce Development Agency for its seventy-five percent (75%) share of PAGA Penalties; and

1 (d) the sum of Fourteen Thousand Dollars (\$14,000.00) to the Settlement
2 Administrator for its fees and costs relating to the claims administration process.

3 11. The Court finds that these amounts are fair and reasonable. The Settlement Administrator
4 is directed to make such payments in accordance with the terms of the Settlement Agreement.

5 12. The Court approves the Individual Settlement Payment amounts, which shall be
6 distributed by the Settlement Administrator pursuant to the terms of the Settlement Agreement.

7 13. The Court hereby enters final judgment in this case in accordance with the terms of the
8 Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of the Settlement
9 or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over the action and the
10 Parties, including all Settlement Class Members, for purposes of enforcing and interpreting this Order
11 and the Settlement.

12 14. Pursuant to Code Civ. Proc. § 384, no later than _____, the parties shall
13 submit a report to the Court specifying the total amount paid to class members, and the residual of
14 unclaimed funds that will be paid to the entity identified as the recipient of such funds in the proposed
15 settlement, along with a proposed amended judgment. No later than 5 days after receipt of notice of the
16 entry of the amended judgment, the parties shall submit the amended judgment to the Judicial Council,
17 pursuant to Code Civ. Proc. § 384.5, and shall file a proof of service with this court confirming this.

18 15. Plaintiff shall provide notice of this Court's Order and Judgment to the Judicial Council
19 as required by Code of Civil Procedure § 384.2.

20 IT IS SO ORDERED.

21 DATED: _____

Honorable Evelio Grillo
Judge of the Superior Court