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Attorneys for Plaintiff ABDUL RASHID DESAI,  
on behalf of the general public as private attorney general

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

ABDUL RASHID DESAI, on behalf of the  
general public as private attorney general,

Plaintiffs,

v.

CYPRESS PRIVATE SECURITY, LP a  
California Limited Partnership, and DOES 1-50,  
inclusive,

Defendants.

Case No. 20STCV26087

ASSIGNED FOR ALL PURPOSES TO:

JUDGE: Hon. Lia Martin

DEPT: 16

**NOTICE OF ORDER GRANTING  
PLAINTIFF'S MOTION FOR FINAL  
APPROVAL OF CLASS ACTION AND  
PAGA SETTLEMENT, ATTORNEY'S  
FEES, COSTS, INCENTIVE AWARD  
AND ADMINISTRATION COSTS, AND  
ENTERING JUDGEMENT**

Date: November 29, 2023

Time: 9:00am

Dept: 16

**TO THE COURT AND ALL PARTIES OF RECORD AND THEIR ATTORNEYS:**

PLEASE TAKE NOTICE THAT the Court in the above-entitled action located at the Los Angeles Superior Court, Stanley Mosk Courthouse, 111 N. Hill Street, Los Angeles, CA 90012, has entered its Order Granting Final Approval of Class Action and PAGA Settlement, Attorney's Fees, Costs, Incentive Award, and Administration Costs. A true and correct copy of the November 29, 2023 Order is attached as **Exhibit A**.

Plaintiff is Ordered to submit a separate Proposed Judgement and give Notice of the entry of this Order.

Respectfully submitted,

**Dated: November 29, 2023**

**JAMES HAWKINS APLC**

*John*

JAMES HAWKINS, APLC  
James R. Hawkins, Esq.  
Gregory Mauro, Esq.  
Michael Calvo, Esq.

Attorneys for Plaintiff ABDUL RASHID DESAI, on  
behalf of the general public as private attorney general

## **EXHIBIT A**

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**FILED**  
Superior Court of California  
County of Los Angeles  
11/29/2023

David W. Slayton, Executive Officer / Clerk of Court  
By: A. Cisneros Deputy

Attorneys for Plaintiff ABDUL RASHID DESAI,  
individually and on behalf of all others similarly situated

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

ABDUL RASHID DESAI, On behalf of the  
general public as private attorney general,

Plaintiff,

v.

CYPRESS PRIVATE SECURITY, LP a  
California Limited Partnership, and DOES 1-  
50, inclusive,

Defendants.

Case No. 20STCV26087  
ASSIGNED FOR ALL PURPOSES TO:  
JUDGE: Hon. Lia Martin  
DEPT: 16

**[PROPOSED] ORDER GRANTING  
PLAINTIFF'S MOTION FOR FINAL  
APPROVAL OF CLASS ACTION AND  
PAGA SETTLEMENT, ATTORNEYS'  
FEES, COSTS, INCENTIVE AWARD AND  
ADMINISTRATION COSTS, AND  
ENTERING JUDGMENT**

Date: ~~December 10, 2024~~ November 29, 2023  
Time: 09:00 a.m.  
Dept.: 16

**Reservation No.:**  
683542286244

~~\*\*\*\*\*Hearing Date Set for November 29, 2023 at  
09:00 a.m. per Court Order issued July 14, 2023.~~

November 29, 2023

1 This matter came on for hearing on ~~December 10, 2024~~ at 09:00 a.m. in Department 16  
2 of the above-captioned Court on Plaintiff's Motion for Final Approval of Class Action and  
3 PAGA Settlement, attorneys' fees and costs, incentive award, administration costs, PAGA  
4 payment and Judgment. For purposes of this Order and Judgment, the Court refers to all  
5 defined terms (i.e. terms with initial capitalization) as set forth in the Class Action and PAGA  
6 Settlement Agreement ("Settlement Agreement"). Having received and considered the  
7 Settlement Agreement, the supporting papers filed by the Parties, and the evidence and  
8 argument received by the Court in conjunction with the Motion for Preliminary Approval of  
9 Class Action Settlement, and the instant Plaintiff's Unopposed Motion for Final Approval,  
10 Attorneys' Fees, Costs, Incentive Award, Administration Costs, and Entering of Final  
11 Judgment, the Court grants final approval of the Settlement and HEREBY ORDERS AND  
12 MAKES THE FOLLOWING DETERMINATIONS:

13 1. Pursuant to the Preliminary Approval Order, the Class Notice was mailed to all  
14 members of the Class by first-class U.S. mail. The Notice informed the Class of the terms of the  
15 Settlement, of their right to receive their proportional Individual Settlement Payment, of their  
16 right to request exclusion from the Class and the Settlement, of their right to comment upon or  
17 object to the Settlement and to appear in person or by counsel at the final approval hearing and of  
18 the date set for the Final Approval hearing. Adequate periods of time were provided by each of  
19 these procedures.

20 2. In response to the Notice, no members objected and no members requested  
21 exclusion. There are no outstanding disputes regarding the Settlement.

22 3. The Court finds and determines that this notice procedure afforded adequate  
23 protections to Class Members and provides the basis for the Court to make an informed decision  
24 regarding approval of the Settlement based on the Class Members' response. The Court finds and  
25 determines that the Notice provided in the Action was the best notice practicable, which satisfied  
26 the requirements of law and due process.  
27  
28

1           4.       The Court further finds and determines that the terms of the Settlement are fair,  
2 reasonable and adequate to the Class and to each Class Member and that the Settlement is ordered  
3 finally approved, and that all terms and provisions of the Settlement Agreement should be  
4 and hereby are ordered to be consummated.

5           5.       The Court has certified a Class, as those terms are defined in and by the terms of  
6 the Settlement Agreement, and the Court deems this definition sufficient for purposes of  
7 California Rule of Court 3.765(a). Specifically, "Settlement Class Member" means a member of  
8 the class, as either a Participating Class Member or Non-Participating Class Member (including  
9 a Non-Participating Class Member who qualifies as an Aggrieved Employee). "Class Period"  
10 means the time period from March 16, 2019 through April 1, 2020. (Settlement Agreement  
11 ¶1.9). "Aggrieved Employees" means a person employed by Cypress in California and  
12 classified as a non-exempt employee who worked for Cypress during the PAGA period.  
13 (Settlement Agreement ¶1.4). "PAGA Period" shall mean May 4, 2019 through April 1, 2020.  
14 (Settlement Agreement ¶1.31). There are approximately potential 1,210 Class Members and  
15 1,110 Aggrieved Employees.

16           6.       The Court hereby approves the terms set forth in the Settlement Agreement and  
17 finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties  
18 to effectuate the Settlement according to its terms. The Court finds that the Settlement was reached  
19 as a result of informed and non-collusive arm's-length negotiations facilitated by a neutral  
20 mediator. The Court further finds that the Parties conducted extensive investigation, research, and  
21 discovery and that their attorneys were able to reasonably evaluate their respective positions. The  
22 Court also finds that Settlement will enable the Parties to avoid additional and potentially  
23 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the  
24 case. The Court has reviewed the monetary recovery provided as part of the Settlement and  
25 recognizes the significant value accorded to the Class.

26           7.       The Court hereby confirms James Hawkins, APLC as Class Counsel in this action.

27           8.       The Court hereby confirms the Plaintiff Desai as the Class Representative in this  
28 action.

1           9.       The Court finds and determines that the individual settlement payments to Class  
2 Members provided for by the terms of the Settlement to be paid to the Class are fair and  
3 reasonable. The Court hereby gives final approval to and orders the payment of those amounts be  
4 made to  
5 the participating members of the Class in accordance with the terms of the Settlement.

6           10.      The Court finds and determines that payment to the California Labor and  
7 Workforce Development Agency of \$37,500.00 as its share of the settlement of civil penalties in  
8 this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders  
9 that the payment of that amount be paid in accordance with the Settlement.

10          11.      The Court finds and determines the Class Representative Enhancement Award in  
11 the sum of \$10,000.00 to the named Plaintiff Desai is fair and reasonable. The Court hereby orders  
12 the Administrator to make this payment to the Plaintiff/Class Representative in accordance with  
13 the terms of the Settlement Agreement.

14          12.      The Court finds and determines that the payment to be paid to the Settlement  
15 Administrator, Apex Settlement Administrators in the sum of \$17,000.00 for its fee and expenses  
16 incurred is fair and reasonable. The Court hereby orders the Administrator to make this payment  
17 to itself in accordance with the terms of the Settlement Agreement.

18          13.      Pursuant to the terms of the Settlement, and the authorities, evidence and argument  
19 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of  
20 \$143,333.00 and litigation costs of \$14,247..55. The Court finds such amounts to be fair and  
21 reasonable. The Court hereby orders the Settlement Administrator to make these payments in  
22 accordance with the terms of the Settlement Agreement.

23          14.      Neither Defendant nor any related persons or entities shall have any further  
24 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability,  
25 except as provided for by the Settlement Agreement.

26          15.      The Court finds and determines that the releases contained in the Settlement  
27 Agreement and Amendment thereto is appropriate and shall bind all Class Members who did not  
28 timely opt out of the Settlement.

1           16.     Nothing in this Order shall preclude any action to enforce the Parties' obligations  
2 pursuant to the Settlement Agreement or pursuant to this Order, including the requirement that  
3 Defendant make payments to Participating Class Members in accordance with the Settlement  
4 Agreement.

5           17.     The Court finds and determines that nothing in the Settlement Agreement, this  
6 Order, or the Judgment (1) is intended or will be construed as an admission of liability or  
7 wrongdoing by Defendant or (2) may be offered or admitted in evidence against Defendant (other  
8 than solely in connection with this Settlement).

9           18.     The Court hereby enters final judgment in this case in accordance with the terms  
10 of the Settlement Agreement, Preliminary Approval Order and this Order.

11           19.     The Parties shall bear their own costs and attorneys' fees except as otherwise  
12 provided for by the Settlement Agreement and this Court's Order Granting Final Approval.

13           20.     Without affecting the finality of this Order in any way, the Court retains  
14 jurisdiction of all matters relating to the interpretation, administration, implementation,  
15 effectuation and enforcement of this order and the Settlement.

16  
17                                 ~~**JUDGMENT**~~

18           ~~21.     This document shall constitute a judgment for purposes of California Rules of~~  
19 ~~Court, Rule 3.769(h). In accordance with, and for the reasons stated in this Order, judgment shall~~  
20 ~~be entered within the meaning and for purposes of Code of Civil Procedure sections 577, 904.1(a),~~  
21 ~~and Rules 3.769, and 8.104 of the California Rules of Court whereby named Plaintiff/Class~~  
22 ~~Representative and all Class Members shall take nothing from Defendant except as expressly set~~  
23 ~~forth in the Settlement Agreement, in conjunction with Plaintiff's Unopposed Motion for Final~~  
24 ~~Approval of the Class Action Settlement. By operation of this Judgment, and in accordance with~~  
25 ~~the Settlement Agreement, the Plaintiff and each Participating Class Member shall be deemed to~~  
26 ~~have fully, finally, and forever released, settled, compromised, relinquished, and discharged with~~  
27 ~~respect to all Released Parties any and all Released Claims for the period of March 16, 2019~~  
28 ~~through April 1, 2020 as defined in the Settlement Agreement. Without affecting the finality of~~

1 ~~this Judgment, the Court pursuant to California Rule of Court 3.769(h) shall retain jurisdiction~~  
2 ~~over the parties to enforce the terms of the Judgment.~~

3 Date: 11/29/2023



4 By: \_\_\_\_\_

**Lia Martin**

Honorable Lia Martin  
Judge of the Superior Court  
Lia Martin / Judge

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10 Plaintiff is ordered to submit a separate proposed judgment.  
11 Plaintiff is to give notice of the entry of this order.  
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On November 29, 2023, I served on the interested parties in this action the following document(s) entitled:

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address Eddie@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful

(See Attached)

Executed on November 29, 2023, at Irvine, California

## PROOF OF SERVICE

**Via LWDA Website Only**

Labor and Workforce Development Agency

Attn: PAGA Administrator

1515 Clay Street, Ste 801

Oakland, CA 94612

<http://www.dir.ca.gov/Private-Attorneys-General-Act>

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