

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO

ALEXANDER CASTELLANOS, an individual, on behalf of himself, and on behalf of all persons similarly situated,

Plaintiff,

vs.

SOUTHWEST SECURITY PATROL, INC., d.b.a. SOUTHWEST PATROL, a California corporation; and DOES 1 through 50, Inclusive;

Defendants.

Case No. 37-2020-00024905

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT, APPROVAL OF CLASS COUNSEL AWARD AND CLASS REPRESENTATIVE SERVICE AWARDS

Date: April 8, 2022
Time: 8:30 a.m.
Judge: Hon. Keri Katz
Dept.: 74

1 This matter came on for hearing on April 8, 2022 at 8:30 a.m., in front of the Hon. Keri Katz,
2 presiding, Plaintiff's unopposed Motion for Order Granting Final Approval of Class Action Settlement
3 and Entering Judgment pursuant to California Rule of Court 3.769, with the attorneys from the JCL LAW
4 FIRM, APC, ZAKAY LAW GROUP, APC, FRONTIER LAW CENTER and DONABEDIAN LAW,
5 APC, as counsel for plaintiffs ALEXANDER CASTELLANOS, ROBERT MAUNA, and DOUGLAS
6 ALONZO ALLEN GRAY (hereinafter collectively "Plaintiffs") and counsel from BRADLEY &
7 GMELICH, LLP, appearing as counsel for defendant SOUTHWEST SECURITY PATROL, INC., d.b.a.
8 SOUTHWEST PATROL (hereinafter "Defendant").

9 The Court, having received and carefully considering the Stipulation of Settlement of Class
10 Action Claims and Release of Claims ("Agreement"), the supporting papers filed by the Parties, the
11 evidence and argument received by the Court in conjunction with the unopposed Motion for Preliminary
12 Approval of Class Action Settlement heard on November 9, 2022, the instant Motion for Order Granting
13 Final Approval of Class Action and PAGA Settlement, the Court grants final approval of the Settlement
14 and HEREBY ORDERS THE FOLLOWING:

15 1. All capitalized terms used herein shall have the same meaning as defined in the Agreement
16 which was attached to the Declaration of Jean-Claude Lapuyade, Esq. as Exhibit "A".

17 2. Pursuant to the Order Granting Preliminary Approval, the Class Notice was sent to each
18 Settlement Class Member by first-class mail. The Class Notice informed the Settlement Class Members
19 of the terms of the Settlement, and of (a) their right to receive an Individual Settlement Shares, (b) their
20 right to comment on or object to the Settlement, (c) their right to request exclusion from the Settlement
21 and pursue their own remedies, and (d) their right to appear in person or by counsel at the final approval
22 hearing and to be heard regarding approval of the Settlement. Adequate periods of time were provided
23 by each of these procedures.

24 3. Following the conclusion of the Notice Period, the Settlement Administrator reports that
25 it received **zero (0) written objections** to the Settlement and **two (2) written Requests for Exclusion**
26 from the Settlement.

27 4. The two (2) Class Members who are excluded from this Settlement are: Elrie Stephens III
28 and Paxton Way Lee.

1
2 5. The Court finds and determines that the notice procedure afforded adequate protections to
3 the Settlement Class and provides the basis for the Court to make an informed decision regarding
4 approval of the Settlement based on the responses of the Settlement Class. The Court finds and
5 determines that the notice provided in this case was the best notice practicable, which satisfied the
6 requirements of law and due process.

7 6. With respect to the Settlement Class and for purposes of approving this Settlement only,
8 this Court finds and concludes that: (a) the members of the Settlement Class are ascertainable and so
9 numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to
10 the Settlement Class, and there is a well-defined community of interest among the Settlement Class with
11 respect to the subject matter of the Action; (c) the claims of Class Representatives ALEXANDER
12 CASTELLANOS, ROBERT MAUNA, and DOUGLAS ALONZO ALLEN GRAY are typical of the
13 claims of the Settlement Class; (d) the Class Representatives have fairly and adequately protected the
14 interests of the Settlement Class; (e) a class action is superior to other available methods for an efficient
15 adjudication of this controversy; and (f) the counsel of record for the Class Representatives, i.e., Jean-
16 Claude Lapuyade, Esq. of the JCL Law Firm, APC, Shani Zakay, Esq. of the Zaky Law Group, APLC,
17 Manny M. Starr, Esq., of Frontier Law Center, and Sam A. Donabedian of Donabedian Law, APC
18 (hereinafter “Class Counsel”), are qualified to serve as counsel for the Class Representatives and the
19 Settlement Class.

20 7. The Court has certifies the Settlement Class, as that term is defined in and by the terms
21 of the Settlement Agreement as follows:

22 All of Southwest Security Patrol, Inc., d.b.a. Southwest Patrol’s current and
23 former non-exempt employees employed in California between November
24 1, 2018 and September 21, 2021 (“Class Period”). The Settlement Class
25 Members shall not include any person who submits a timely and valid
26 request for exclusion.

27 8. The Court deems the definition of Settlement Class Members sufficient for purposes of
28 California Rule of Court 3.765(a).

1 9. The Court hereby confirms Jean-Claude Lapuyade, Esq. of the JCL Law Firm, APC, Shani
2 Zakay, Esq. of the Zaky Law Group, APLC, Manny M. Starr, Esq., of Frontier Law Center, and Sam A.
3 Donabedian of Donabedian Law, APC

4 10. The Court hereby confirms plaintiffs ALEXANDER CASTELLANOS, ROBERT
5 MAUNA, and DOUGLAS ALONZO ALLEN GRAY as the Class Representatives in this Action.

6 11. The Court finds and determines that the terms set forth in the Settlement Agreement and
7 the Amendment are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement
8 according to its terms having found that the Settlement was reached as a result of informed and non-
9 collusive arms' length negotiations facilitated by a neutral mediator. The Court further finds that the
10 Parties conducted extensive investigation, research, and discovery and that their attorneys were able to
11 reasonably evaluate their respective positions. The Court also finds that Settlement will enable the
12 Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if the
13 Parties were to continue to litigate the case. The Court has reviewed the monetary recovery provided as
14 part of the Settlement and recognizes the significant value accorded to the Settlement Class.

15 12. The Court further finds and determines that the terms of the Settlement, including the
16 Total Settlement Amount of Six Hundred Thousand Dollars (\$600,000.00), are fair, reasonable and
17 adequate to the Settlement Class and to each member of the Settlement Class and that the Settlement is
18 ordered finally approved, and that all terms and provisions of the Settlement should be and hereby are
19 ordered to be consummated.

20 13. The Court further finds and determines that Class Counsel satisfied California Labor
21 Code § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of claims arising under the
22 Private Attorney General Act ("PAGA") on March 3, 2021, and again on August 4, 2021.

23 14. The Court orders Class Counsel to to comply with California Labor Code § 2699(l)(3) by
24 providing the LWDA a copy of this order within ten (10) calendar days of the Court's entry of this
25 Order.

26 15. The Court finds and determines that the Individual Settlement Payments to be paid to
27 participating members of the Settlement Class as provided for by the Settlement are fair and reasonable.
28 The Court hereby gives final approval to and orders the payment of those amounts be made to the

participating Settlement Class Members in accordance with the Settlement Agreement.

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

17. The Court finds and determines that the fees and expenses in administrating the Settlement incurred by ILYM, Inc., in the amount of \$18,414.60 are fair and reasonable. The Court hereby gives final approval to and orders that the payment of that amount in accordance with the Settlement.

18. The Court finds and determines the Class Representative Service Awards in the amount of \$10,000.00 to each Class Representative, ALEXANDER CASTELLANOS, ROBERT MAUNA, and DOUGLAS ALONZO ALLEN GRAY, are fair and reasonable. The Court hereby orders the Administrator to make this payment to the each Class Representative in accordance with the terms of the Settlement Agreement.

19. Pursuant to the terms of the Settlement, and the authorities, evidence and arguments submitted by Class Counsel, the Court hereby awards a Class Counsel Award in the total sum of **\$225,000.00**. The Class Counsel Award is comprised of two components. First, \$200,000.00 as attorneys' fees which represents one-third of the Total Settlement Amount. The attorneys' fee poriotn of the Class Counsel Award shall be allocated as follows: 25% to the JCL Law Firm, APC, 25% to the Zakay Law Group, APC, 30% to Frontier Law Center, and 20% to Donabedian Law, APC. Second, an amount up to \$25,000.00 for actually incurred litigation costs as evidenced by Class Counsels' billing reocrds. The Settlement Administrator shall allocate the cost award according to Class Counsels' actually incurred litigation expenses as stated and supported in their respective declarations filed in support of this motion. The Court finds such amounts to be fair and reasonable. The Court hereby orders the Settlement Administrator to make these payments in accordance with the terms of the Settlement Agreement.

20. Without affecting the finality of this order or the entry of judgment in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.

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

22. Neither the making of the Settlement Agreement nor the entry into the Settlement Agreement constitutes an admission by Defendant, nor is this Order a finding of the validity of any claims in the Action or of any other wrongdoing. Further, the Settlement Agreement is not a concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement be construed as an admission or concession by or against Defendant or any related person or entity.

23. Nothing in this order shall preclude any action to enforce the Parties' obligations under the Settlement or under this order, including the requirement that Defendant make payments to the participating Settlement Class members in accordance with the Settlement.

24. Upon completion of administration of the Settlement, the Settlement Administrator will provide written certification of such completion to the Court and counsel for the Parties which shall be filed with the Court five (5) court days before the non-appearance compliance hearing set for January _____, 2023 at _____ a.m., in Dept. 74.

25. The Court hereby enters final judgment in accordance with the terms of the Settlement Agreement, the Order Granting Preliminary Approval of Class Action Settlement granted on December 3, 2021, and this order.

26. The Parties will bear their own costs and attorneys' fees except as otherwise provided by this Court's Order awarding the Class Counsel Award.

///

1 27. Accordingly, the motions for Final Approval of Class Action Settlement and, Motion for
2 Approval of the Class Counsel Award and Class Representative Service Awards are GRANTED and
3 the corresponding Judgment filed with the motion shall be ENTERED.

4
5 IT IS SO ORDERED.

6
7 Date: _____, 2022

JUDGE OF THE SUPERIOR COURT