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8 CHRIS MARCUS CALKINS, and all others similarly situated
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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**
12 **(UNLIMITED JURISDICTION)**

13
14 CARISSA CALKINS, on behalf of himself, all
others similarly situated, the general public, and
15 as an “aggrieved employee” on behalf of other
“aggrieved employees” under the Labor Code
16 Private Attorneys General Act of 2004,

17 *Plaintiff(s),*

18 vs.

19 UNITED SECURITY SERVICES, INC., an
20 Illinois corporation; and DOES 1–50, inclusive,

21 *Defendant(s).*
22

Case No.: 20STCV35391

**[PROPOSED] FINAL ORDER AND
JUDGMENT APPROVING CLASS
SETTLEMENT**

Hearing Information

Action filed: 9/16/2020
Hearing Date: 05/01/2025
Hearing Time: 10:00 a.m.
Hearing Dept: SSC-7, The Honorable
Samantha P. Jessner



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1 This matter came on for hearing on May 1, 2025 at 10 a.m. in Department 7 of the above-
2 captioned court on Plaintiff's Motion for Final Approval of a Class Action Settlement pursuant
3 to California Rules of Court, Rule 3.769, as set forth in the Class Action And PAGA Settlement
4 Agreement and Class Notice (the "Settlement") filed herewith which provides for a Gross
5 Settlement Amount ("GSA") of up to \$350,000.00 in compromise of all disputed claims on behalf
6 of all Defendant's hourly, non-exempt California security guard employees during the period of
7 September 16, 2016 to May 31, 2024 ("Settlement Class Period"). All capitalized terms used
8 herein shall have the same meaning as defined in the Settlement.

9 In accordance with the Court's prior Order Granting Preliminary Approval of Class
10 Action Settlement, Class Members have been given notice of the terms of the Settlement and the
11 opportunity to request exclusion, comment upon or object to it or to any of its terms. Having
12 received and considered the Settlement, the supporting papers filed by the Parties, and the
13 evidence and argument received by the Court in conjunction with the motions for preliminary and
14 final approval of the Settlement, the Court grants final approval of the Settlement and HEREBY
15 ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING DETERMINATIONS:

16 1. The Court has jurisdiction over the subject matter of the Action and over all Parties
17 to the Action, including all Class Members. Pursuant to this Court's Order Granting Preliminary
18 Approval of Class Action Settlement of December 10, 2024, the Notice Packet was sent to each
19 Class Member by First Class U.S. mail. The Notice Packet informed Class Members of the terms
20 of the Settlement, their right to receive their proportional share of the Settlement, their right to
21 request exclusion, their right to comment upon or object to the Settlement, and their right to appear
22 in person or by counsel at the final approval hearing and be heard regarding final approval of the
23 Settlement. Adequate periods of time were provided by each of these procedures. No member of
24 the Settlement Class presented written objections to the proposed Settlement as part of this notice
25 process, stated an intention to appear, or actually appeared at the final approval hearing.

26 2. For purposes of this Final Order and Judgment, the Class Members are all persons
27 employed by Defendant in California and classified as an hourly, non-exempt security guard
28 during the Class Period of September 16, 2016 to May 31, 2024.



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

6 4. **Release by Plaintiff and Class Members.** The Parties agree that it is their intent
7 that the resolution set forth in this Settlement will release and discharge the Released Claims by
8 way of any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or
9 other action of any kind by each and all of the Settlement Class Members (including participation
10 to any extent in any representative or collective action) against the Released Parties. This release
11 will not take effect until Defendant has paid the Gross Settlement Amount in full per this
12 Settlement Agreement.

13 5. **PAGA Release.** Plaintiff releases all claims for civil penalties that could have
14 been sought by the Labor Commissioner for the violations identified in Plaintiff's pre-filing
15 letter to the LWDA; Plaintiff does not release the claim for wages or damages of any Aggrieved
16 Employee unless such Aggrieved Employee is a Participating Class Member.

17 6. **"Released Claims"** shall mean all claims stated in the Operative Complaint and
18 based solely on the facts alleged in the Operative Complaint. **"Released Parties"** shall mean
19 Defendant, and each of its each of its former and present directors, officers, shareholders, owners,
20 members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

21 7. The Court further finds and determines that the terms of the Settlement are fair,
22 reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and
23 provisions of the Settlement, including the release of claims contained therein, should be and
24 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
25 according to its terms. As of the Effective Date of Settlement, and for the duration of the
26 Settlement Class Period, all Class Members are hereby deemed to have waived and released all
27 Released Claims and are forever barred and enjoined from prosecuting the Released Claims
28 against the Released Parties as fully set forth in the Settlement. No objections were received by



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1 the Parties or the Court through the date of this Final Order and Judgment. The Court finds zero
2 (0) Class Member(s) submitted a request for exclusion from the Settlement as determined by the
3 Administrator and therefore is/are not in the Settlement Class.

4 8. The Court finds and determines that (a) the Settlement Shares to be paid to
5 Participating Class Members and (b) the LWDA payment as civil penalties under the California
6 Labor Code Private Attorneys General Act of 2004, as amended, California Labor Code sections
7 2699 *et seq.*, as provided for by the Settlement are fair and reasonable. The Court hereby grants
8 final approval to, and orders the payment of, those amounts be made to the Participating Class
9 Members and to the California Labor & Workforce Development Agency (“LWDA”), in
10 accordance with the terms of the Settlement.

11 9. The Court further grants final approval to and orders that the following payments
12 be made in accordance with the terms of the Settlement:

13 a. Class Counsel fees & costs of \$116,666.00 in attorneys’ fees and
14 \$12,081.51 in litigation costs to Class Counsel;

15 b. ^{10,000.00}~~\$15,000.00~~ as a Class Representative Service Payment award payable to
16 Plaintiff Chris Marcus Calkins née Carissa Calkins for his service as a Class Representative;

17 c. \$13,500.00 in costs of the Administrator payable to Xpand Legal
18 Consulting LLC for its services as the Administrator; and

19 d. Payment of \$7,500.00 (75% of the (\$10,000.00 PAGA penalty) to the
20 LWDA.

21 10. The settlement shall proceed as directed in the Settlement, and no payments
22 pursuant to the Settlement shall be distributed until after the Effective Date of Settlement. Without
23 affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction
24 of all matters relating to the interpretation, administration, implementation, effectuation and
25 enforcement of this Final Order and Judgment and the Settlement pursuant to California Rule of
26 Court 3.769(h).

27 11. Within 14 calendar days of the Effective Date of Settlement, Defendant shall
28 deposit the Settlement proceeds in an account designated by the Administrator: (i) the total



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1 amount of all Individual Class Payments to Participating Class Members, (ii) the Court approved
2 Class Counsel fees & costs, (iii) the Court-approved Class Representative Service Payment, (iv)
3 the Court-approved costs of the Administrator, (v) the payment to the LWDA, and (vi) (i) the
4 total amount of all Individual PAGA Payments to Aggrieved Employees.

5 12. Other than its employer side payroll taxes, Defendant's payment of such sums
6 shall be the sole financial obligation of Defendant under the Settlement, and shall be in full
7 satisfaction of all claims released herein, including, without limitation, all claims for wages,
8 penalties, interest, attorneys' fees, costs and expenses.

9 13. Pursuant to CCP 384 and the Settlement, Participating Class Members shall have
10 one hundred and eighty (180) days from the date of the check's issuance to cash their Settlement
11 Share check. After the expiration of the 180-day period, on Defendant's behalf, the Administrator
12 shall remit any amounts from voided settlement checks and otherwise unclaimed, plus interest on
13 the Residue at the legal rate of interest from the date of entry of the initial judgement to the
14 California Unclaimed Property Fund.

15 14. The Parties shall file a final accounting report by 12/30/2025. A
16 non-appearance case review re submission of a final report is scheduled for
17 01/07/2026 at 9:00 a.m. in **Department 7**. If there are
18 objections by any party or non-party, class counsel shall immediately notify the Court and the
19 matter will be set for further hearing.

20 15. Nothing in this Final Order and Judgment shall preclude any action to enforce the
21 Parties' obligations under the Settlement or hereunder, including the requirement that Defendant
22 deposit funds for distribution by the Administrator to Participating Class Members in accordance
23 with the Settlement.

24 16. The Court hereby enters final judgment in this case in accordance with the terms
25 of the Settlement, Order Granting Preliminary Approval of Class Action Settlement, and this Final
26 Order and Judgment.

27 17. The Parties are hereby ordered to comply with the terms of the Settlement.

28 18. The Parties shall bear their own costs and attorneys' fees except as otherwise



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1 provided by the Settlement and this Final Order and Judgment.

2 19. The Settlement is not an admission by Defendant nor is this Final Order and
3 Judgment a finding of the validity of any claims in the Action or of any wrongdoing by Defendant.
4 Furthermore, the Settlement is not a concession by Defendant and shall not be used as an
5 admission of any fault, omission, or wrongdoing by Defendant. Neither this Final Order and
6 Judgment, the Settlement, any document referred to herein, any exhibit to any document referred
7 to herein, any action taken to carry out the Settlement, nor any negotiations or proceedings related
8 to the Settlement are to be construed as, or deemed to be evidence of, or an admission or
9 concession with regard to, the denials or defenses of Defendant, and shall not be offered in
10 evidence in any proceeding against the Parties hereto in any Court, administrative agency, or other
11 tribunal for any purpose whatsoever other than to enforce the provisions of this Final Order and
12 Judgment. This Final Order and Judgment, the Settlement and exhibits thereto, and any other
13 papers and records on file in the Action may be filed in this Court or in any other litigation as
14 evidence of the settlement by Defendant to support a defense of res judicata, collateral estoppel,
15 release, or other theory of claim or issue preclusion or similar defense as to the Released Claims.

16 20. This document shall constitute a Judgment for purposes of California Rule of
17 Court 3.769(h).

18 **IT IS SO ORDERED, ADJUDGED AND DECREED**



Samantha Jessner / Judge

19 Date: 05/01/2025

20 **HONORABLE SAMANTHA P. JESSNER**
21 **JUDGE OF THE SUPERIOR COURT**



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