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**BIBIYAN LAW GROUP, P.C.**

David D. Bibiyan (SBN 287811)

*david@tomorrowlaw.com*

Vedang J. Patel (SBN 328647)

*vedang@tomorrowlaw.com*

8484 Wilshire Boulevard, Suite 500

Beverly Hills, California 90211

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, ZEPHARAN HARRIS,  
on behalf of himself and all others similarly situated  
and aggrieved

**FILED**

Superior Court of California  
County of Los Angeles

**08/23/2023**

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

ZEPHARAN HARRIS, on behalf of himself  
and all others similarly situated and aggrieved,

Plaintiff,

v.

AMERICA ONE SECURITY, INC., a Nevada  
corporation; STRATUM GROUP  
INTERNATIONAL, a California corporation;  
GREG LABE, an individual; and DOES 1  
through 100, inclusive,

Defendants.

CASE NO.: 21STCV01399

[Assigned for all purposes to the Hon.  
Lawrence P. Riff in Dept. 7]

**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF CLASS ACTION  
AND REPRESENTATIVE ACTION  
SETTLEMENT, APPLICATION FOR  
ATTORNEYS' FEES AND COSTS, AND  
ENHANCEMENT AWARD**

1 This matter having come before the Court on August 23, 2023 for a final fairness hearing  
2 pursuant to the Order of this Court granting preliminary approval ("Preliminary Approval Order")  
3 of the class and representative action settlement upon the terms set forth in the Joint Stipulation Re:  
4 Class Action and Representative Action Settlement ("Settlement," "Agreement" or "Settlement  
5 Agreement") submitted in support of the Motion for Preliminary Approval of Class and  
6 Representative Action Settlement and Provisional Class Certification for Settlement Purposes Only;  
7 and due and adequate notice having been given to the Class Members as required in the Preliminary  
8 Approval Order; and the Court having considered all papers filed and proceedings had herein and  
9 otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED,**  
10 **ADJUDGED AND DECREED THAT:**

11 1. The Motion for Final Approval of Class Action and Representative Action Settlement;  
12 Enhancement Award; and Reasonable Attorneys' Fees and Costs is hereby granted in its entirety.

13 2. All terms used herein shall have the same meaning as defined in the Settlement  
14 Agreement.

15 3. This Court has jurisdiction over the subject matter of this litigation and over all Parties  
16 to this litigation, including all Class Members.

17 4. For settlement purposes only, the Court certifies the following class: all persons  
18 currently or formerly employed by defendants Stratum Group International, dba America One  
19 Security, Inc. ("SGI"), and Greg Labe ("Mr. Labe", and collectively with SGI, the "Defendants"),  
20 as non-exempt, hourly-paid employees during the period from January 13, 2017 through December  
21 22, 2021 ("Class Period" or "Settlement Period") in California ("Settlement Class," "Settlement  
22 Class Members" or "Class Members").

23 5. "Plaintiff" refers to plaintiff Zepharan Harris.

24 6. The parties released shall include: Defendants, its affiliates, parents, subsidiaries,  
25 officers, directors, shareholders, employees and managing agents ("Released Parties").

26 7. Effective only upon the entry of this Order granting Final Approval of the Settlement,  
27 entry of Judgment and payment by Defendants to the Settlement Administrator of the full Gross  
28 Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiff and all

1 Participating Class Members release all claims, rights, demands, damages, liabilities and causes of  
2 action, contingent or vested, in law or in equity, arising at any time during the Settlement Period for  
3 the claims against the Released Parties asserted in the Operative Complaint filed in the Action, or  
4 any and all claims that may be asserted against the Released Parties based on the factual allegations  
5 in the Operative Complaint, as follows: For the duration of the Class Period, the release includes,  
6 for Participating Class Members: (1) all claims for failure to pay overtime wages; (2) all claims for  
7 failure to pay minimum wages; (3) all claims for failure to provide compliant meal periods or  
8 compensation in lieu thereof; (4) all claims for failure to provide compliant rest periods or  
9 compensation in lieu thereof; (5) all claims for failure to pay all wages due upon separation from  
10 employment; (6) all claims for failure to provide accurate wage statements; (7) all claims for failure  
11 to indemnify necessary expenditures or losses and (8) all claims asserted through California  
12 Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations  
13 referenced in the Operative Complaint (the “Class Released Claims”).

14 8. For Aggrieved Employees, whether or not they opt-out, and, to the extent permitted by  
15 law, the State of California, the release includes for the duration of the PAGA Period, all claims for  
16 PAGA civil penalties asserted in the PAGA Notice and the PAGA Action, and thereafter alleged in  
17 the Operative Complaint, or that reasonably could have been based on the factual allegations in the  
18 PAGA Notice and thereafter in the Operative Complaint, including civil penalties pursuant to Labor  
19 Code sections 210, 226.3, 558, 1197.1 and 2699 in connection with alleged violations of Labor Code  
20 sections 200, 201, 202, 203, 204, 226, 226.3, 210, 246, 432, 510, 512, 558, 1174, 1194, 1197,  
21 1197.1, 1198.5, 2802, 2699 and 2810.5, among others (the “PAGA Released Claims”).

22 9. Distribution of the Notice of Class Action Settlement (“Class Notice”) directed to the  
23 Class Members as set forth in the Settlement Agreement and the other matters set forth herein have  
24 been completed in conformity with the Preliminary Approval Order, including individual notice to  
25 all Class Members who could be identified through reasonable effort, and was the best notice  
26 practicable under the circumstances. This Class Notice provided due and adequate notice of the  
27 proceedings and of the matters set forth therein, including the proposed class settlement set forth in  
28 the Settlement Agreement, to all persons entitled to such Class Notice, and the Class Notice fully

1 satisfied the requirement of due process.

2 10. Zero (0) Class Members opted out of the Settlement and zero (0) Class Members  
3 objected to the Settlement.

4 11. The Court further finds that the Settlement is fair, reasonable and adequate, and that  
5 Plaintiff has satisfied the standards and applicable requirements for final approval of class action  
6 settlement under California law, including the provisions of Code of Civil Procedure section 382  
7 and Federal Rules of Civil Procedure, rule 23, approved for use by the California state courts in  
8 *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

9 12. This Court hereby approves the settlement set forth in the Settlement Agreement and  
10 finds that the settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to  
11 effectuate the settlement according to its terms. The Court finds that the settlement has been reached  
12 as a result of intensive, serious and non-collusive arm's-length negotiations. The Court further finds  
13 that the Parties have conducted extensive and costly investigation and research, and counsel for the  
14 parties are able to reasonably evaluate their respective positions. The Court also finds that settlement  
15 at this time will avoid additional substantial costs, as well as avoid the delay and risks that would  
16 be presented by the further prosecution of this Action. The Court has noted the significant benefits  
17 to the Class Members under the Settlement. The Court also finds that the class is properly certified  
18 as a class for settlement purposes only.

19 13. Nothing contained in the Settlement Agreement shall be construed or deemed in  
20 admission of liability, culpability, negligence, or wrongdoing on the part of Defendants. Each of the  
21 Parties has entered into this Settlement Agreement with the intention to avoid further disputes and  
22 litigation, and the attendant inconvenience and expense.

23 14. The Court approves Plaintiff as class representative.

24 15. The Court approves David D. Bibiyan of Bibiyan Law Group, P.C. as Class Counsel.

25 16. The Court approves Phoenix Settlement Administrators ("Phoenix"), as the Settlement  
26 Administrator.

27 17. The Court hereby awards Class Counsel attorneys' fees in the total amount of  
28 \$45,360.00 which is thirty-five percent (35%) of the Gross Settlement Amount and to be deducted

1 therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of \$17,196.92  
2 to be deducted from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the  
3 Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement  
4 Agreement.

5 18. The Court hereby approves an enhancement award of \$7,500.00 to Plaintiff in  
6 consideration his time, effort and risk incurred on behalf of the Settlement Class, and for providing  
7 a general release and releasing unknown claims pursuant to Civil Code section 1542. The  
8 enhancement award will be paid to Plaintiff by the Settlement Administrator from the Gross  
9 Settlement Amount as set forth in the Settlement Agreement.

10 19. The Court hereby approves the Settlement Administrator's cost in the amount of  
11 \$8,250.00. The Settlement Administrator, Phoenix Settlement Administrators, shall be paid the cost  
12 of administration of the settlement from the Gross Settlement Amount.

13 20. The Court hereby approves the PAGA penalties amount of \$10,000.00, of which  
14 \$7,500.00 shall be paid to the LWDA and the remaining \$2,500.00 to be distributed to the  
15 "Aggrieved Employees", defined as Class Members working for Defendants during the period from  
16 July 28, 2019 through the end of the Class Period ("PAGA Period") as non-exempt, hourly-paid  
17 employees in California.

18 21. Except as expressly provided herein, the Parties each shall bear all their own fees and  
19 costs in connection with this matter.

20 22. Individual Settlement Payment and Individual PAGA Payment checks shall remain  
21 valid and negotiable for one hundred eighty (180) calendar days after the date of their issuance.  
22 Within seven (7) calendar days after expiration of the 180-day period, checks for such payments  
23 shall be cancelled and funds associated with such checks shall be considered unpaid, unclaimed, or  
24 abandoned cash residue pursuant to Code of Civil Procedure section 384 ("Unpaid Residue"). The  
25 Unpaid Residue plus accrued interest, if any, as provided in Code of Civil Procedure section 384,  
26 shall be transmitted to Legal Aid at Work, 180 Montgomery Street, Suite 600, San Francisco,  
27 California 94104, the *cy pres* recipient, for use in Los Angeles County.

1        23. The Court finds that the class settlement on the terms set forth in the Settlement  
2 Agreement was made in good faith, and constitutes a fair, reasonable, and adequate compromise of  
3 the released claims against Defendants.

4                    A Non-Appeal Case Review

4        24. ~~An Order to Show Cause~~ Hearing Re: Final Administration of the Class Action  
5 Settlement is hereby scheduled for December 6, 2023, 9:00 a.m, in Department 7 of  
6 the above entitled Court. At least five (5) calendar days prior to said ~~OSC~~ hearing, the Parties shall  
7 file a declaration confirming that the claims have been paid and that administration of all the terms  
8 and conditions of the class action settlement have been completed. Should the Court find that said  
9 declaration has sufficiently evidenced full and complete administration of the class action  
10 settlement, said ~~OSC~~ hearing will go off-calendar.

11        25. Without affecting the finality of the Judgment in any way, this Court hereby retains  
12 continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement  
13 and all orders and judgments entered in connection therewith.

14  
15 **IT IS SO ORDERED.**

16  
17 Dated: 08/23/2023, ~~2023~~



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

Lawrence P. Riff/Judge  
Judge of the Superior Court