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individually and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

SAMUEL TORRES, individually and on
behalf of all others similarly situated

Plaintiff,

vs.

SURVEILLANCE SECURITY, INC; and
DOES 1 through 20, inclusive,

Defendants.

Case No. 20STCV27742

Assigned For All Purposes To:
Hon. Carolyn B. Kuhl

**~~PROPOSED~~ ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT AND JUDGMENT
THEREON**

Date: December 12, 2026
Time: 10:30 a.m.
Dept: 12

FILED
Superior Court of California
County of Los Angeles
12/16/2025

David W. Slayton, Executive Officer / Clerk of Court
By: S. Wong Deputy

1 The Court, having read the papers filed regarding Plaintiff's Motion for Final Approval of
2 Class Action and PAGA Settlement and Request for Attorney's Fees and Costs, and having heard
3 argument regarding the Motion, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Class.

6 2. The Class Action and PAGA Settlement Agreement ("Settlement Agreement")
7 attached as Exhibit 1 to the Declaration of James Hawkins filed in support of Plaintiff's
8 unopposed Motion for Preliminary Approval of Class Action Settlement on or about May 2, 2025,
9 is the product of arms-length negotiations between the parties and the terms of the Settlement
10 Agreement are fair, reasonable, adequate, and in the best interests of the Settlement Class. The
11 Settlement Agreement therefore is finally approved, and its terms incorporated herein. The Court
12 orders the parties to the Settlement Agreement to perform forthwith their respective duties and
13 obligations thereunder.

14 3. On September 7, 2023, the Court certified a Class defined as all current and former
15 non-exempt security guards employed by Defendant in California at any time from July 22, 2016
16 through September 7, 2023 who have not signed class-action waivers. The Court also certified the
17 following Subclasses:

18 a. Overtime Subclass: All Class Members employed by Defendant in California at any
19 time from July 22, 2016 through September 7, 2023 who received cash payments in
20 lieu of payments for fringe benefits and who were paid overtime pay by Defendant
21 during the same period.

22 b. Wage Statement Subclass: All Class Members employed by Defendant in California
23 at any time from July 22, 2019 through September 7, 2023 and who received
24 overtime pay, sick pay, meal or rest period premiums and received cash payments
25 in lieu of payments for fringe benefits during the same pay period and received a
26 wage statement, or received a wage statement that did not include available sick pay
27 hours.
28

1 c. Final Pay Subclass: All former non-exempt security guards employed by Defendant
2 in California at any time from May 23, 2019 through September 7, 2023 who
3 received overtime pay, sick pay, meal or rest period premiums and received cash
4 payments in lieu of payments for fringe benefits during the same pay period.

5 d. Vacation Pay Subclass: All Class Members employed by Defendant in California at
6 any time from July 22, 2016 through September 7, 2023 who were paid by
7 Defendant for their vested and unused vacation hours as wages at their final rate.

8 4. In connection with class certification, the Court also appointed Plaintiff Samuel
9 Torres as the Class Representative and Plaintiff's Counsel, James R. Hawkins, Christina M. Lucio,
10 and Mitchell J. Murray of James Hawkins APLC, as Class Counsel.

11 5. Pursuant to the Settlement Agreement, the Court adjudges Plaintiff and all Class
12 Members, on behalf of themselves and their respective former and present representatives, agents,
13 attorneys, heirs, administrators, successors, and assigns, to release the Released Parties from all
14 claims, rights, demands, liabilities, and causes of action that were certified in the Court's order
15 granting class certification entered on September 7, 2023 including failure to pay wages, failure to
16 pay (or properly pay) overtime wages, failure to pay vested vacation pay at the proper rate upon
17 termination, failure to provide accurate itemized wage statements, failure to timely pay wages
18 upon termination of employment, and unfair competition based on these claims. Class Members
19 do not release any other claims, including claims that were not certified in the class certification
20 order entered on September 7, 2023 including failure to provide meal periods, failure to authorize
21 and permit rest periods, and failure to reimburse business expenses, as well as claims for vested
22 benefits, wrongful termination, violation of the Fair Employment and Housing Act,
23 unemployment insurance, disability, social security, workers' compensation, or claims based on
24 facts occurring outside the Class Period.

25 6. Pursuant to the Settlement Agreement, the Court further adjudges Plaintiff and the
26 Aggrieved Employees, including Plaintiff and the State of California, are deemed to release, on
27 behalf of themselves and their respective former and present representatives, agents, attorneys,
28 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA

1 penalties that were alleged, or reasonably could have been alleged, based on the factual allegations
2 contained in the Complaint and the PAGA Notice.

3 7. Two individuals – Kelly Ames and Alayzia Garrett-Ruffin – submitted timely and
4 valid requests to be excluded from the Class Certification Order. These two individuals therefore
5 are excluded from the Class and are not bound by the Settlement Agreement or this Order and
6 Judgment, except as to the release of claims under PAGA.

7 8. The Settlement Administrator is ordered to distribute to the Class Members and to
8 the Aggrieved Employees their respective settlement payments as provided in the Settlement
9 Agreement. Funds attributable to uncashed checks that remain after the check void date shall be
10 forwarded to the California State Controller’s Unclaimed Property Fund to be held for the Class
11 Member’s benefit. No funds shall revert to Defendant.

12 9. The Court further orders that the Class Members be provided with notice of this
13 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
14 copy of this Order and Judgment on its website for a minimum of sixty (60) days.

15 10. The Court approves an award of attorney’s fees to Class Counsel in the amount of
16 \$77,000, and an award of costs and expenses in the amount of \$29,060.57. The fee award is
17 appropriate in light of the benefits obtained for the Class. Such amounts shall be paid as provided
18 in the Settlement Agreement. The fee award is also appropriate in light of the exceptional effort required
to achieve this benefit for the class.

19 11. The Court approves a service award to Plaintiff and Class Representative Samuel
20 Torres in the amount of \$10,000.00, and the Settlement Administrator is ordered to make such
21 payment consistent with the terms of the Settlement Agreement. The service award is appropriate
22 in light of Plaintiff’s service to the Class and risks undertaken in bringing the action.

23 12. The Settlement Agreement provides the Settlement Administrator, Apex Class
24 Action, shall be paid from the Gross Settlement Amount for its services in administering the
25 Settlement. As set forth in the Declaration of Stacey Shim, the Settlement Administrator is owed
26 ~~\$5,500~~ ^{\$5,500} for services rendered and to be rendered in administering the settlement. The Court
27 therefore orders that Apex be paid the amount of ~~\$5,500~~ ^{\$5,500} from the Gross Settlement Amount
28 consistent with the terms of the Class Settlement Agreement.

1 13. The Court approves PAGA penalties in the amount of \$11,000, to be paid from the
2 GSA, and finds that amount is fair, reasonable and adequate, and furthers the purposes underlying
3 PAGA. \$8,250 of this amount will be paid to the LWDA as the state's share of the civil penalties,
4 and the remainder of \$2,750 will be distributed to the Aggrieved Employees consistent with the
5 terms of the Settlement Agreement.

6 ~~14. The Court sets a non appearance case review regarding distribution and compliance~~
7 ~~with the Settlement Agreement for August 3, 2026, in Department SSC 12 of the Los Angeles~~
8 ~~County Superior Court. The Parties are ordered to file a joint compliance report no later than July~~
9 ~~24, 2026.~~

10 15. Under California Rule of Court 3.769(h), without affecting the finality of this Order
11 and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement
12 of the Settlement Agreement pursuant to further orders of this Court until the final judgment
13 contemplated becomes effective and each and every act agreed to be performed by the parties has
14 been performed under the terms of the Settlement Agreement; (2) any other action necessary to
15 conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement,
16 construction, and interpretation of the Settlement Agreement.

17 16. Neither this Order and Judgment nor the Settlement Agreement upon which it is
18 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
19 This Order is not a finding of the validity or invalidity of any claims in this action or a
20 determination of any wrongdoing by any party. The final approval of the parties' settlement will
21 not constitute any opinion, position or determination of this Court as to the merits of the claims or
22 defenses of any party.

23 17. Without in any way affecting the finality of this Final Approval Order and
24 Judgment, this Court hereby retains continuing jurisdiction as to all matters relating to the
25 interpretation, implementation, and enforcement of the terms of the Settlement pursuant to
26 California Code of Civil Procedure section 664.6.

27 18. Within ten (10) days of this Final Approval Order and Judgment, Plaintiffs shall
28 submit a copy of this Final Approval Order and Judgment to the LWDA.

