

Electronically Filed
4/22/2025
Superior Court of California
County of Stanislaus
Clerk of the Court
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS**

BRANDON HAWKINS AND BRIAN
CANADY, individually, and on behalf of
others similarly situated;

Plaintiffs,

vs.

ONTEL SECURITY SERVICES, INC., a
California corporation; and DOES 1
through 100, inclusive,

Defendant.

AMANDA OLVERA and SABRINA
MENDIOLA individually, and on behalf of
other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiffs,

vs.

ONTEL SECURITY SERVICES, INC., a
California corporation; and DOES 1
through 100, inclusive,

Defendant.

Case No. CV-20-005404
Consolidated with Case No. CV-21-002299

Honorable John D. Freeland
Department 23

CLASS ACTION

**~~[REVISED PROPOSED]~~ FINAL APPROVAL
ORDER AND JUDGMENT**

Date: April 11, 2025
Time: 8:30 a.m.
Department: 23

Hawkins Complaint
Filed: December 3, 2020
Hawkins FAC
Filed: January 8, 2021
Olvera Complaint
Filed: April 29, 2021
Olvera FAC Filed: June 24, 2021
Olvera SAC Filed: January 5, 2022

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Attorneys for Plaintiffs Brandon Hawkins and Brian Canady and Class

1 This matter has come before the Honorable John D. Freeland in Department 23 of the
2 above-entitled Court, located at 7801 10th Street, Modesto, California 95354, on Plaintiffs Brian
3 Canady, Brandon Hawkins, Amanda Olvera, and Sabrina Mendiola (collectively, “Plaintiffs” or
4 “Class Representatives”) Motion for Final Approval of Class Action and PAGA Settlement, Class
5 Counsel Awards, and Class Representative Enhancement Awards (“Motion for Final Approval”).
6 Lawyers *for* Justice, PC, Polaris Law Group, and Hyun Legal APC, appeared on behalf of
7 Plaintiffs, and Borton Petrini, LLP appeared on behalf of Defendant Ontel Security Services, Inc.
8 (“Defendant”).

9 On December 9, 2024, the Court entered the Order Granting Preliminary Approval of Class
10 Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminarily approving
11 the settlement of the above-entitled actions (“Actions”) in accordance with the Joint Stipulation of
12 Class Action and PAGA Settlement Agreement and Release of Claims (“Agreement,”
13 “Settlement,” or “Settlement Agreement”), which, together with the exhibits annexed thereto, set
14 forth the terms and conditions for settlement of the Actions.

15 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
16 oral argument, and good cause appearing,

17 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

18 1. This Order incorporates by reference the definitions in the Settlement Agreement,
19 and all capitalized terms used, but not defined herein, shall have the same meanings as in the
20 Settlement Agreement.

21 2. This Court has jurisdiction over the claims of the Class Members asserted in this
22 proceeding and over all parties to the Actions.

23 3. The Court finds that the applicable requirements of California Code of Civil
24 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
25 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
26 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
27 hereby defined to include:

28 All current and former hourly-paid or non-exempt employees who worked for
Defendant in California at any time during the period from and including

December 3, 2016 through August 4, 2024 (“Class” or “Class Members”).

4. The Notice of Class and PAGA Action Settlement that was provided to the Class Members fully and accurately informed the Class Members of all material elements of the Settlement Agreement and of their opportunity to participate in the Settlement, object to or comment to the Class Settlement, or to seek exclusion from the Class Settlement; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California, the United States Constitution, due process and other applicable law. The Notice of Class and PAGA Action Settlement fairly and adequately described the Settlement Agreement and provided the Class Members with adequate instructions and a variety of means to obtain additional information.

5. Pursuant to California law, the Court hereby grants final approval of the Settlement Agreement and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More specifically, the Court finds that the Settlement Agreement was reached following meaningful discovery and investigation conducted by Lawyers *for* Justice, PC, Polaris Law Group and Hyun Legal APC (collectively, “Class Counsel”); that the Settlement Agreement is the result of serious, informed, adversarial, and arms-length negotiations between the parties; and that the terms of the Settlement Agreement are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the evidence presented, including evidence regarding the strength of Plaintiffs’ claims; the risk, expense, and complexity of the claims presented; the likely duration of further litigation; the amount offered in the Settlement Agreement; the extent of investigation and discovery completed; and the experience and views of Class Counsel. The Court has further considered the absence of objections and requests to be excluded from the Class Settlement submitted by Class Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement and the following terms and conditions.

6. A full opportunity has been afforded to the Class Members to participate in the Final Approval Hearing, and all Class Members and other persons wishing to be heard have been heard. The Court also finds Class Members also have had a full and fair opportunity to exclude themselves from the Class Settlement. Accordingly, the Court determines that all Class Members

1 who have not submitted a timely and valid Request for Exclusion from the Class Settlement
2 (“Settlement Class Members”), are bound by the Class Settlement and by this order and judgment
3 (“Final Approval Order and Judgment”), and the State of California and all current and former
4 hourly-paid or non-exempt who worked for Defendant in California at any time during the period
5 from and including March 3, 2020 through August 4, 2024 (“Aggrieved Employees”) are bound
6 by the PAGA Settlement and this Final Approval Order and Judgment.

7 7. The Court finds that allocation of \$75,000.00 toward penalties under the California
8 Private Attorneys General Act of 2004 (“PAGA Payment”), is fair, reasonable, and appropriate,
9 and hereby approved. The Settlement Administrator shall distribute the PAGA Payment as
10 follows: the amount of \$56,250.00 to the California Labor and Workforce Development Agency
11 (“LWDA Payment”), and the amount of \$18,750.00 to be distributed to Aggrieved Employees on
12 a *pro rata* basis, in accordance with the terms and methodology set forth in the Settlement
13 Agreement.

14 8. The Court finds that payment of Settlement Administration Costs in the amount of
15 \$10,000.00 is appropriate for the services performed and costs incurred and to be incurred for the
16 notice and settlement administration process. It is hereby ordered that the Settlement
17 Administrator, Xpand Legal Consulting, shall issue payment to itself in the amount of \$10,000.00,
18 in accordance with the terms and methodology set forth in the Settlement Agreement.

19 9. The Court finds that the Class Representative Enhancement Awards sought are fair
20 and reasonable for the work performed by Plaintiffs on behalf of the Class, the State of California,
21 and Aggrieved Employees. It is hereby ordered that the Settlement Administrator issue payment
22 in the amount of \$10,000.00 to each Plaintiff for their Class Representative Enhancement Awards,
23 according to the terms and methodology set forth in the Settlement Agreement.

24 10. The Court finds that the General Release Payment sought is fair and reasonable for
25 Plaintiff Mendiola’s California Civil Code Section 1542 waiver. It is hereby ordered that the
26 Settlement Administrator issue payment in the amount of \$10,000.00 to Plaintiff Mendiola for her
27 General Release Payment, according to the terms and methodology set for in the Settlement
28 Agreement.

11. The Court finds that the requested attorneys' fees in the amount of \$262,500.00 to Class Counsel falls within the range of reasonableness, and the results achieved justify the award sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$262,500.00 to Class Counsel for attorneys' fees, in accordance with the terms and methodology set forth in the Settlement Agreement.

12. The Court finds that the reimbursement of litigation costs of \$16,925.81 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$16,925.81 to Class Counsel for reimbursement of litigation costs and expenses, in accordance with the terms and methodology set forth in the Settlement Agreement.

13. The table set forth below shows the calculation of the Net Settlement Amount, to be distributed pursuant to the Settlement:

Maximum Settlement Amount	\$750,000.00
Attorneys' Fees	\$262,500.00
Litigation Costs	\$16,925.81
Class Representative Enhancement Awards	\$40,000.00
General Release Payment	\$10,000.00
Settlement Administration Costs	\$10,000.00
PAGA Penalties	\$75,000.00
Net Settlement Amount to be paid to Settlement Class Members	\$335,574.19

In addition to the Net Settlement Amount, \$18,750.00 shall be distributed to the Aggrieved Employees on a *pro rata* basis.

14. The Court hereby orders that upon the Effective Date, and full funding of the Maximum Settlement Amount, Plaintiffs and all Settlement Class Members waive, release, and discharge the Released Parties of any and all Released Class Claims for the Class Release Period, in accordance with the terms set forth in the Settlement Agreement.

1 15. The Court hereby orders that upon the Effective Date, and full funding of the
2 Maximum Settlement Amount, the State of California and all Aggrieved Employees waive, release
3 and discharge the Released Parties of any and all PAGA Released Claims for the PAGA Release
4 Period, in accordance with the terms set forth in the Settlement Agreement.

5 16. It is hereby ordered that within thirty (30) calendar days of the Effective Date
6 Defendant shall deposit the Maximum Settlement Amount into a qualified settlement fund to be
7 established by the Settlement Administrator for administration of the Settlement.

8 17. It is hereby ordered that within thirty (30) calendar days from the Funding Date,
9 the Settlement Administrator shall distribute the Individual Settlement Payments to Settlement
10 Class Members, Individual PAGA Payments to Aggrieved Employees, LWDA Payment to the
11 LWDA, Court-approved Class Counsel Award to Class Counsel, Court-approved Class
12 Representative Enhancement Awards to Plaintiffs, Court-approved General Release Payment to
13 Plaintiff Mendiola, and Court-approved Settlement Administration Costs to the Settlement
14 Administrator, in accordance with the terms and methodology set forth in the Settlement
15 Agreement.

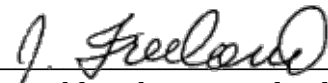
16 18. Each Individual Settlement Payment and Individual PAGA Settlement Share check
17 will remain valid for one hundred and eighty (180) calendar days from the date the checks are
18 issued, and thereafter, shall be canceled. Subject to Court approval, funds (and any interest accrued
19 thereon) associated with such canceled checks shall be, in accordance with California Code of
20 Civil Procedure section 384, sent to the cy pres recipient Legal Aid at Work. All Settlement Class
21 Members and Aggrieved Employees shall be bound by the terms and conditions of this Settlement
22 Agreement regardless of whether or not they cash or otherwise negotiate their Individual
23 Settlement Payment check and/or Individual PAGA Payment check.

24 19. After entry of this Final Approval Order and Judgment, pursuant to California Rules
25 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
26 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
27 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
28 any dispute arising from or in connection with the distribution of settlement benefits.

1 20. Notice of entry of this Final Approval Order and Judgment shall be given by posting
2 a copy of the Final Approval Order and Judgment on the Settlement Administrator's website for a
3 period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and
4 Judgment. Individualized notice is not required to the Class.

5 21. A Final Compliance Hearing is set for December 11, 2025 at 8:30 a.m. in
6 Department 23. Class Counsel shall submit a final accounting report regarding the status of the
7 settlement administration at least five (5) court days prior to the Final Compliance Hearing.

8 Dated: 4/21/2025


Honorable John D. Freeland
Judge of the Superior Court