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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF SAN DIEGO**

10 CATHY KOLEFF, individually and on behalf
of all similarly situated and/or aggrieved
11 employees of Defendant in the State of
California,

12 Plaintiff,

13 v.

14 STARSIDE SECURITY AND
15 INVESTIGATION, INC., a corporation; and
DOES 1 through 50, inclusive,

16 Defendant.

Case No.: 37-2021-00010371-CU-OE-CTL

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS AND
PAGA ACTION SETTLEMENT**

[IMAGED FILE]

Date: February 26, 2025
Time: 9:00 a.m.
Dept: C-75
Judge: Hon. James A. Mangione

Complaint Filed: March 9, 2021
Trial Date: None set

*[Filed concurrently herewith Notice of Motion;
Memorandum of Points and Authorities; and
Declarations of Nathan J. Reese and Cathy Koleff]*

1 Plaintiff Cathy Koleff's Unopposed Motion for Preliminary Approval of Class and PAGA Action
2 Settlement came before this Court on February 26, 2025. The Court, having considered the proposed Class
3 Action and PAGA Settlement Agreement (the "Settlement Agreement"), Plaintiff's Motion for
4 Preliminary Approval, and all papers filed in support, HEREBY ORDERS THE FOLLOWING:

5 1. This Order incorporates by reference the definitions in the Settlement Agreement, and all
6 terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement,
7 which is attached to the Declaration of Nathan J. Reese as Exhibit 1.

8 2. It appears to the Court, on a preliminary basis, that the terms of the Settlement Agreement
9 are fair, adequate, and reasonable. It appears to the Court that investigation and research have been
10 conducted such that counsel for the Parties are, at this time, able to reasonably evaluate their respective
11 positions. It further appears to the Court that settlement, at this stage, will avoid substantial additional
12 costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution
13 of the action. It further appears that the Settlement Agreement has been reached as the result of intensive,
14 serious, and non-collusive arms-length negotiations.

15 3. The Court preliminarily finds that the terms of the Settlement Agreement appear to be
16 within the range of reasonableness of a settlement that could ultimately be given final approval by this
17 Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement
18 and preliminarily finds that the monetary settlement awards made available to all Class Members are fair,
19 adequate, and reasonable when balanced against the probable outcome of further litigation relating to
20 liability and damages issues.

21 4. The Court hereby conditionally certifies the Settlement Class for settlement purposes only.

22 5. The Court grants conditional certification of the following Class and Subclass:

23 **Settlement Class:**

24 All individuals currently or formerly employed by Defendant in California
25 as hourly, non-exempt employees from March 9, 2017, through
February 1, 2025.

26 6. The Court preliminarily approves the appointment of Plaintiff's Counsel, Nathan J. Reese
27 and Samara A. Bahu of GrahamHollis APC, as Class Counsel. Class Counsel is authorized to act on behalf
28

1 of Class Members with respect to all acts or consents required by, or which may be given pursuant to, the
2 Settlement Agreement, and such other acts reasonably necessary to consummate the Settlement
3 Agreement. Any Class Member may enter an appearance through counsel of such individual's own
4 choosing and at such individual's own expense. Any Class Member who does not enter an appearance or
5 appear on his or her own will be represented by Class Counsel.

6 7. The Court preliminarily approves the definition and disposition of the Gross Settlement
7 Amount of \$525,000, on a non-reversionary basis, which is inclusive of: (1) all payments to the Class
8 Members; (2) the Service Payment of \$10,000 to the Class Representative; (3) Class Counsel's Attorneys'
9 Fees in the amount of \$175,000 (or one third of the Gross Settlement Amount), and actual Litigation Costs
10 not to exceed \$17,500; (4) all Administration Expenses not to exceed \$10,000 and (5) the PAGA Payment
11 of \$20,000, of which \$15,000 (or 75%) will be paid to the California Labor and Workforce Development
12 Agency and the remainder will be allocated to the Aggrieved Employees, which are all individuals
13 currently or formerly employed by Defendant for at least one day from January 3, 2020, through the date
14 of preliminary settlement approval.

15 8. The Court approves the form and content of the Court-Approved Notice of Class Action
16 Settlement and Hearing Date for Final Court Approval ("Class Notice"), in substantially the form attached
17 to the Settlement Agreement as Exhibit A, and finds that the proposed method of disseminating the Class
18 Notice to the Class meets all the due process requirements, provides the best notice practicable under the
19 circumstances, and constitutes due and sufficient notice to all Class Members.

20 9. The Court approves the retention of CPT Group, Inc. ("CPT") as the Settlement
21 Administrator and hereby directs CPT to provide the approved Class Notice to Class Members and
22 administer the Settlement in accordance with the procedures described in the Settlement Agreement and
23 the implementation schedule set forth below.

24 10. In the event the Settlement does not become effective in accordance with the terms of the
25 Settlement Agreement, or the Settlement is not finally approved, is terminated, cancelled, or fails to
26 become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the
27 Parties shall revert to their respective positions as of the commencement of the litigation.

28 11. The Court orders the following implementation schedule for further proceedings:

EVENT	DEADLINE
Preliminary Approval Date	TBD February 26, 2025 (Estimated as February 21, 2025)
Deadline for Defendant to provide the Settlement Administrator with the Class Data	No later than 30 calendar days after the Court grants Preliminary Approval (Estimated as March 24, 2025)
Deadline for the Settlement Administrator to mail the Class Notice to Class Members	No later than 3 business days after receiving the Class Data from Defendant (Estimated as March 27, 2025)
Deadline for Class Members to submit any objection to the Settlement Agreement or request exclusion from the Settlement Class. ("Response Deadline")	45 calendar days from the initial mailing of the Notice to the Class Members, except the deadline will be extended by 14 calendar days for any Class Member who is re-mailed the Notice (Estimated as May 26, 2025)
Deadline for the Settlement Administrator to provide a declaration attesting the completion of the Notice process and number of valid requests for exclusions	No later than 10 calendar days before Plaintiff's deadline to file the Motion for Final Approval
Final Approval Hearing	<u>August 8, 2025</u> at <u>9:00</u> <u>a.m.</u> /p.m.

12. A Final Approval Hearing shall be held before this Court, located at 330 W. Broadway, San Diego, California 92101, on August 8, 2025 at 9:00 a.m./p.m. in Department C-75, to determine all necessary matters concerning the Settlement, including: whether the proposed Settlement of the Action should be finally approved by the Court; whether a Judgment, as provided in the Settlement Agreement, should be entered herein; whether the plan of allocation contained in the Settlement Agreement should be finally approved as fair, reasonable, and adequate to the Class Members; and to finally approve the Class Counsel Fees and Expense Award, the Service Payment, the PAGA Payment, and payment of the Administration Expenses.

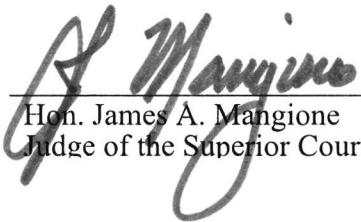
13. As of the date this Order is signed, all dates and deadlines associated with the Action shall be stayed, other than those pertaining to the administration of the Settlement of the Action.

1 14. The Settlement is preliminarily approved but nothing in the Settlement Agreement shall
2 be construed as an admission by Defendant that any of the allegations in the Operative Complaint have
3 merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed
4 as an admission by Plaintiff that Defendant's defenses in the action have merit. If, for any reason, the
5 Settlement is not finally approved or Judgment is not entered, Defendant reserves the right to contest
6 certification of any class for any reasons, and Defendant reserves all available defenses to the claims in
7 the action, and Plaintiff reserves the right to move for class certification on any grounds available and
8 to contest Defendant's defenses. The Settlement Agreement will have no bearing on, and will not be
9 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
10 Settlement).

11 15. The Court reserves the right to adjourn or continue the date of the final approval hearing
12 and all dates provided for in the Settlement Agreement without further notice to Class Members and retains
13 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

14 **IT IS SO ORDERED.**

15
16 Dated: 2/26/25



Hon. James A. Mangione
Judge of the Superior Court