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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

THOMAS BROWN and ANTHONY DOSS, individually, on behalf of all others similarly situated, and on behalf of the State of California and other aggrieved persons,

Plaintiffs,

v.

FIDELITY SECURITY SERVICES, INC., a corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 21STCV31617

CLASS & REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. Theresa M. Traber, Dept. 1]

[PROPOSED] AMENDED JUDGMENT AND ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND AUTHORIZING PAYMENT OF RESIDUAL FUNDS TO CY PRES RECIPIENT

Complaint filed:	August 26, 2021
FAC filed:	May 29, 2024
Trial date:	Not set

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On or around August 16, 2024, this Court issued an Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. Plaintiffs Thomas Brown and Anthony Doss (collectively, "Plaintiffs") sought an order granting final approval of the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement" or "Settlement Agreement"). The Settlement Agreement was attached to the Declaration of Arrash T. Fattahi in Support of Plaintiffs' Motion for Final Approval of Class Action Settlement as Exhibit 1.

On May 5, 2025, the Court entered its Further Amended Judgment and Order Granting Final Approval of Class Action Settlement (the "Further Amended Judgment"). On October 30, 2026, the Court reviewed the Declaration of Norma Ayala of Apex Class Action, LLC Certifying Disbursement of Settlement Funds and found that the Administrator distributed the settlement funds in full compliance with the Further Amended Judgment, except for the payment of residual funds to the cy pres recipient, Legal Aid at Work. The Court ordered Plaintiffs to file a supplemental declaration stating the exact amount of residual funds available after the deadline for cashing settlement checks, and to submit an Amended Judgment explicitly authorizing payment of the total remaining amount to Legal Aid at Work pursuant to Code of Civil Procedure section 384. Plaintiffs have filed the Supplemental Declaration of Norma Ayala of Apex Class Action, LLC Re: Residual Funds (the "Supplemental Declaration").

Due and adequate notice having been given to the Class, and the Court having reviewed and considered the Settlement, Plaintiffs' Notice of Motion and Motion for Final Approval of Class Action Settlement, the supporting declarations and exhibits thereto, all papers filed and proceedings had herein, and the absence of any written objections received regarding the Settlement, and having reviewed the record in this action, and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. The Court, for purposes of this Order, adopts all defined terms as set forth in the Settlement filed in this case.

2. The Court has jurisdiction over all claims asserted in the action, Plaintiffs, the Settlement Class Members, and Defendant Fidelity Security Services, Inc. ("Defendant," and collectively with Plaintiffs, the "Parties").

3. The Court finds that the Settlement Agreement appears to be fair, adequate, and reasonable and therefore meets the requirements for final approval. The Court grants final approval of the Settlement and the Settlement Class based upon the terms set forth in the Settlement Agreement, attached to the Declaration of Arrash T. Fattahi in Support of Plaintiffs' Motion for Final Approval of Class Action Settlement as Exhibit 1.

4. The Court finds that the Settlement appears to have been made and entered into in good faith and hereby approves the Settlement subject to the limitations on the requested fees and enhancement as set forth below.

5. Plaintiffs and all Participating Class Members shall have, by operation of this Final Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendant from all Released Claims as defined in the Settlement.

6. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including. Except as set forth in Section 6.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

7. All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for Private Attorneys General Act ("PAGA") penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and Plaintiffs' PAGA Notices, and ascertained in the course of the Action.

8. Upon final approval of the Settlement by the Court, Participating Class Members will release the aforementioned claims (paragraph 6) against all Released Parties.

9. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Settlement and approved by the Court.

10. Solely for purposes of effectuating the Settlement, the Court finally certified the following Class – a person employed by Defendant in California and classified as non-exempt who worked for Defendant during the Class Period.

11. No Class Member has objected to the terms of the Settlement.

12. No Class Member has requested exclusion from the Settlement.

13. The Notice provided to the Class conforms with the requirements of California Rules of Court, Rules 3.766 and 3.769, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the Class Members. The Notice fully satisfies the requirements of due process.

14. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the methodology used to calculate and pay each Participating Class Member's Net Settlement Payment are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement Payments to the Participating Class Members in accordance with the terms of the Settlement.

15. Defendant shall pay a total of $222,500.00 to resolve this litigation and to separately pay any and all employer payroll taxes owed on the Wage Portions of the individual class payments.

16. From the Gross Settlement Amount, $11,250.00 shall be paid to the California Labor & Workforce Development Agency, representing 75% of the PAGA penalties awarded under the terms of the Class Action and PAGA Settlement Agreement and Class Notice, pursuant to the PAGA.

17. From the Gross Settlement Amount, $7,500.00 shall be paid to Plaintiff Brown and $5,000.00 to Plaintiff Doss for their services as the class representatives and for their agreement to generally release claims.

18. From the Gross Settlement Amount, $9,500.00 shall be paid to the Settlement Administrator, Apex Class Action, LLC ("Apex").

19. The Court hereby confirms Arrash T. Fattahi of Wilshire Law Firm, PLC and Harout Messrelian of Messrelian Law, Inc. as Class Counsel.

20. From the Gross Settlement Amount, Class Counsel is awarded $74,166.67 for their reasonable attorneys' fees and $17,613.89 for their reasonable costs incurred in the action. The fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that the fees are reasonable in light of the benefit provided to the Class.

Settlement Amount Allocation

Gross Settlement Amount	$222,500.00
Class Counsel Attorneys' Fees	$74,166.67
Class Counsel Costs	$17,613.89
Enhancement Awards	$12,500.00
Settlement Administration Fees	$9,500.00
PAGA Allocation	$15,000.00
Net Settlement Amount	$93,719.44

21. Without affecting the finality of this Order in any way, this Court retains continuing jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect to all Parties to this action, and their counsel of record.

22. Plaintiffs' Motion for Final Approval of Class Action Settlement is hereby granted and the Court directs that judgment shall be entered in accordance with the terms of this Order.

23. Defendant shall fund the Settlement in accordance with the following payment schedule: (i) $25,000.00 will be sent to the Settlement Administrator on or by April 30, 2025; (ii) $36,875.00 will be sent to the Settlement Administrator on or by June 30, 2025; (iii) $36,875.00 will be sent to the Settlement Administrator on or by August 31, 2025; (iv) $36,875.00 will be sent to the Settlement Administrator on or by October 31, 2025; and (v) $36,875.00 will be sent to the Settlement Administrator on or by December 31, 2025.

24. The Settlement Administrator shall issue payments to the class members within 14 calendar days of December 31, 2025. Plaintiffs shall be paid their class representative enhancement awards by May 16, 2025.

25. In the event Defendant fails to fund the Settlement in accordance with the payment schedule described above, Defendant's owner, Ahmadi Ahmadshah, will be added as a debtor to the action.

26. This Amended Judgment supersedes the Further Amended Judgment entered on May 5, 2025. Except as expressly modified by paragraphs 26 through 31 below, all terms of the Further Amended Judgment are unchanged and remain in full force and effect.

27. The Court finds, based on the Supplemental Declaration, that the Settlement Administrator distributed the settlement funds in accordance with the Settlement and the Further Amended Judgment, and that the deadline for Settlement Class Members to cash their Individual Settlement Payment checks was October 26, 2026. Following that deadline, the total amount of $39,468.12 remains uncashed (the "Residual Funds").

28. Pursuant to the Settlement Agreement and Code of Civil Procedure section 384, the Settlement Administrator, Apex Class Action, LLC, is authorized and directed to pay the total amount of the Residual Funds, $39,468.12, to the cy pres recipient, Legal Aid at Work, within [14] days of the entry of this Amended Judgment.

29. The Court notes that the Parties, Class Counsel, and Defense Counsel have represented in the Settlement Agreement that they have no interest or relationship, financial or otherwise, with Legal Aid at Work.

30. Within [10] days after payment of the Residual Funds to Legal Aid at Work, the Settlement Administrator shall provide Class Counsel with written confirmation of the date and amount of the payment, and Class Counsel shall file that confirmation with the Court.

31. The Non-Appearance Case Review Re: Final Report, currently set for November 30, 2026 at 4:00 p.m. in Department 1, is continued to _____ at _____ p.m. in Department 1 of the Spring Street Courthouse, to confirm payment of the Residual Funds.

IT IS SO ORDERED.

DATE: _____, 2026

_____
Hon. Theresa M. Traber
Los Angeles County Superior Court