

GRAHAMHOLLIS APC
Graham S.P. Hollis (SBN 120577)
ghollis@grahamhollis.com
Vilmarie Cordero (SBN 268860)
vcordero@grahamhollis.com
Hali M. Anderson (SBN 261816)
handerson@grahamhollis.com
Dustin S. Delp (SBN 339292)
ddelp@grahamhollis.com
3555 Fifth Avenue Suite 200
San Diego, California 92103
Telephone: 619.692.0800
Facsimile: 619.692.0822

Attorneys for Plaintiff DAVONTY HENDRIX

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

DAVONTY HENDRIX, on behalf of all
similarly situated and/or aggrieved employees
of Defendants in the State of California,

Plaintiff,

v.

LUCKY SEVEN DRAGONS, INC. DBA
PROTECTIVE SHIELD SECURITY; and
DOES 1 THROUGH 50, inclusive,

Defendants.

Case No.: 21STCV08231

*[Assigned for all purposes to Hon. Lawrence P.
Riff, Dept. SSC-7]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S UNOPPOSED MOTION FOR:
(1) PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA REPRESENTATIVE
ACTION SETTLEMENT; (2) PROVISIONAL
CERTIFICATION OF THE SETTLEMENT
CLASS; (3) APPROVAL OF CLASS NOTICE
AND NOTICE PLAN; (4) APPOINTMENT OF
CLASS COUNSEL AND CLASS
REPRESENTATIVES; (5) APPOINTMENT
OF SETTLEMENT ADMINISTRATOR; AND
(6) SETTING A FINAL APPROVAL
HEARING**

Date: November 7, 2022
Time: 11:00 a.m.
Dept: SSC-7
Judge: Hon. Lawrence P. Riff

Complaint Filed: March 1, 2021
Trial Date: None set

Plaintiff Davonty Hendrix's ("Plaintiff") Unopposed Motion for Preliminary Approval of Class
Action and PAGA Representative Action Settlement with Lucky Seven Dragons, Inc., DBA Protective
Shield Security ("Defendant") (collectively, the "Parties") came before this Court on November 7, 2022.

1 The Court, having considered the proposed Class Action and PAGA Settlement Agreement and Class
2 Notice (the “Settlement Agreement”), Plaintiff’s Unopposed Motion for Preliminary Approval, and all
3 papers filed in support, **HEREBY ORDERS THE FOLLOWING:**

4 1. The Court grants preliminary approval of the Settlement and preliminarily finds that: (1)
5 the Settlement is fair and reasonable to the Class when balanced against the possible risks of further
6 litigation, including issues relating to class certification, liability, calculating damages, potential appeals,
7 and considerations regarding Defendant’s finances and ability to pay; (2) significant investigation,
8 research, and litigation have been conducted, such that the Parties are able to fairly evaluate their
9 respective positions; (3) settlement at this time will avoid the substantial cost, delay and risk presented by
10 further litigation of the action; and (4) the Settlement was reached after serious, informed, and non-
11 collusive negotiations, which were conducted at arms’ length by experienced counsel.

12 2. This Order incorporates by reference all defined terms set forth in the Settlement
13 Agreement, which is attached as Exhibit 1 to the Declaration of Graham S.P. Hollis in Support of
14 Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action and PAGA Representative Action
15 Settlement (“Hollis Decl.”), filed on August 9, 2022.

16 3. The Court finds that the proposed Class meets the requirements of numerosity,
17 commonality, and typicality to justify certification, and that there is adequate and fair representation.

18 4. The Court grants provisional certification of the class, which the Settlement Agreement
19 defines as all the Non-Exempt Class (defined as all current and former non-exempt employees of
20 Defendant who worked in the State of California at any time during the Class Period) and the Waiting
21 Time Penalties Subclass (defined as all members of the Non-Exempt Class whose employment with
22 Defendant ended at any time from March 1, 2018, through May 13, 2022). The “Class Period” means the
23 period from March 1, 2017 through May 13, 2022.

24 5. The Settlement Class includes all persons who are members of the Class and who have
25 not properly and timely opted out of the litigation in accordance with the requirements set forth in the
26 Notice and Settlement Agreement.

27 6. Class members who wish to request exclusion from or object to the Settlement must follow
28 the procedures set forth in the Settlement Agreement and Class Notice.

1 7. The Court approves the appointment of Plaintiff Davonty Hendrix as Class Representative.

2 8. The Court approves the appointment of Plaintiff's Counsel: Graham S.P. Hollis, Vilmarie
3 Cordero, Hali M. Anderson, and Dustin S. Delp of GRAHAMHOLLIS APC as Class Counsel.

4 9. The Court preliminarily confirms that the notice of settlement served by Plaintiff on the
5 California Labor and Workforce Development Agency ("LWDA") satisfies the requirements of the
6 Private Attorneys General Act ("PAGA").

7 10. The Court finds that the Settlement of claims under the PAGA as reflected in the Settlement
8 Agreement to be fair and reasonable and in compliance with all the requirements of California law.

9 11. The Court approves the form and content of the Notice, in substantially the form attached
10 to the Settlement Agreement as Exhibit A and finds that the proposed method of disseminating the Class
11 Notice meets all the due process requirements; provides the best notice practicable under the
12 circumstances; constitutes notice that is reasonably calculated, under the circumstances, to apprise Class
13 Members of the pendency of the Action and their right to exclude themselves from or object to the
14 proposed Settlement and to appear at the Final Approval Hearing; is reasonable and constitutes due,
15 adequate, and sufficient notice to all Class Members; and meets all applicable requirements under
16 California law, due process, and any other applicable rules or law.

17 12. The Court preliminarily approves the definition and disposition of the Gross Settlement
18 Amount of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00), which is inclusive of (1) all
19 Individual Settlement Payments to participating Class Members and PAGA Aggrieved Employees; (2)
20 the Service Award of Five Thousand Dollars (\$5,000) to Plaintiff Davonty Hendrix; (3) Class Counsel's
21 fees not to exceed Seventy-Five Thousand Dollars (\$75,000.00), and reasonable litigation costs actually
22 incurred, in an amount not to exceed Seventeen Thousand Dollars (\$17,000.00); (4) all Settlement
23 Administration Costs, in an amount not to exceed Ten Thousand Dollars (\$10,000.00); and (5) the
24 payment of Eight Thousand Six-Hundred Twenty-Five Dollars (\$8,625.00) to the LWDA.

25 13. The Court approves the retention of CPT Group, Inc. as the Settlement Administrator, to
26 be paid out of the Maximum Settlement Amount, and hereby directs CPT Group, Inc. to provide the
27 approved Class Notice to class members and administer the Settlement in accordance with the procedures
28 set forth in the Settlement Agreement and implementation schedule set forth below.

14. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved by this Court, is not approved in whole or in part by the Court or any appellate court and/or other court of review, or is terminated, cancelled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, the Parties shall revert to their respective positions as of the commencement of the litigation, and the Settlement Agreement and the fact that it was entered into shall not be offered, received, or construed as an admission or as evidence for any purpose including, but not limited to, an admission by any Party of liability or non-liability or of the certifiability of a litigation class or the appropriateness of maintaining a representative action.

15. The Court hereby imposes a stay on all litigation of the Action pending the Final Approval Hearing and prohibits Plaintiff and/or Class Members from instituting, commencing, or prosecuting any claims covered by the Action against Defendant or the Releasees pending the Final Approval Hearing.

16. The Court orders the following implementation schedule for further proceedings, as provided in the Settlement Agreement:

Deadline for Defendant to provide the Settlement Administrator with the Following Data for Each Class Member: name; Social Security Number or Individual Taxpayer Identification; last known mailing address; telephone number; dates of employment; and the total number of Work Weeks worked during the PAGA Period; and whether each Class Member is a member of the WTP Workweeks subclass.	Ten (10) business days of the entry of the Preliminary Approval Order.
Deadline for Settlement Administrator to mail the Notice to Class Members.	Fourteen (14) calendar days of receiving the Class Member list.
Deadline for Class Members to submit a Request for Exclusion or written objection to the Settlement.	Sixty (60) calendar days after the Notice is mailed.
Deadline for the Settlement Administrator to notify Parties of the number of valid and timely request for exclusion letters received	Five (5) calendar days after the Objections/Exclusion Deadline.

Deadline for Defendant to exercise its option to cancel the settlement if 5% or more of the Class Members submit a timely and valid request for exclusion	Seven (7) calendar days after Settlement Administrator notifies the Parties of the number of valid and timely requests for exclusion
Deadline for Settlement Administrator to provide declaration of due diligence	Fourteen (14) calendar days prior to the deadline Plaintiff is required to file the Motion for Final Approval of Settlement.
Final Approval Hearing	TBD
Effective Date of Settlement	Date the Court signs the Final Approval Order and Judgment, if no objections to the Settlement
Payment Obligation Date(s)	Defendant will fund the settlement with an initial payment of \$125,000.00 on or before December 31, 2022 and a final payment of \$100,000.00 on or before March 1, 2023.
Deadline for Settlement Administrator to Mail Individual Settlement Payments	Ten (10) business days from the date after the Parties approve the final Workweek Calculations
Date Uncashed Checks become Void	One hundred eighty (180) calendar days after mailing of the Individual Settlement Payment Checks and the funds are redistributed to Class Members whose checks were not returned
Redistribution of Unclaimed Funds	Within thirty (30) calendar days after the 180-day check cashing deadline

The Court hereby sets a hearing date for Plaintiff Davonty Hendrix's Motion for Final Approval of Class Action and PAGA Representative Action Settlement and Award of Attorney's Fees, Costs, and Class Representatives' Service Award on: May 4, 2023 at 10:00 a.m./~~p.m.~~ in Department SSC-7 of this Court.

IT IS SO ORDERED.

Dated: 01/24/2023



[Handwritten Signature]

Lawrence P. Riff / Judge

Honorable Lawrence P. Riff
Judge of the Superior Court