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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

SALIM BENYAHIA, 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;

Plaintiff,

vs.

PROGUARD SECURITY SERVICES, INC., An
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

KALAINA DULA, individually, and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

PROGUARD SECURITY SERVICES, INC., An
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

Case No.: RG20068496
Consolidated with case no. RG21107609

Honorable Noël Wise
Department 21

CLASS ACTION

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, ET SEQ.) SETTLEMENT
AGREEMENT, DISMISSAL OF PLAINTIFF
BENYAHIA'S INDIVIDUAL CLAIMS WITH
PREJUDICE, DISMISSAL OF CLASS CLAIMS
WITHOUT PREJUDICE, AND AWARD OF
ATTORNEYS' FEES AND COSTS, GENERAL
RELEASE FEES, AND SETTLEMENT
ADMINISTRATION COSTS**

Date: August 6, 2024
Time: 1:30 PM
Department: 21
Reservation ID: 261720102342

Benyahia Action Filed: July 22, 2020
Dula Action Filed: June 25, 2021
Trial Date: None Set

**[PROPOSED] ORDER AND JUDGMENT GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT
(CAL. LABOR CODE § 2698, ET SEQ.) SETTLEMENT AGREEMENT AND ENTRY OF JUDGMENT ON PAGA
CLAIM, DISMISSAL OF PLAINTIFF BENYAHIA'S INDIVIDUAL CLAIMS WITH PREJUDICE, DISMISSAL OF
CLASS CLAIMS WITHOUT PREJUDICE, AND AWARD OF ATTORNEYS' FEES AND COSTS, GENERAL
RELEASE FEES, AND SETTLEMENT ADMINISTRATION COSTS**

1 This matter has come before the Honorable Noël Wise in Department 21 of the Superior Court of
2 the State of California, for the County of Alameda, on August 6, 2024 at 1:30 PM, on Plaintiffs Salim
3 Benyahia and Kalaina Dula (together, the “Plaintiffs”) Motion for Approval of Private Attorneys General
4 Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys’ Fees and Costs,
5 General Release Fees, and Settlement Administration Costs (“Motion for Approval of Settlement”).
6 Lawyers *for* Justice, PC appeared for Plaintiffs and Clark Hill LLP, appeared for Defendant Proguard
7 Security Services, Inc. (“Defendant”).

8 On or around July 3, 2024, Plaintiffs and Defendant (together, the “Parties”) executed the Private
9 Attorneys General Act Settlement Agreement and Release (“Settlement,” “Settlement Agreement,” or
10 “Agreement”).

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of Plaintiffs’ Counsel Elizabeth Parker-Fawley and Plaintiffs Salim Benyahia and Kalaina
13 Dula, and (3) the Settlement Agreement.

14 Having duly considered the Parties’ papers and oral argument, and good cause appearing,

15 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

- 16 1. The Motion for Approval of Settlement is granted.
- 17 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
- 18 3. The Court finds that Plaintiffs have satisfied the prerequisites under the California Private
19 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) (“PAGA”), including, and not limited to,
20 providing the California Labor and Workforce Development Agency (“LWDA”) and Defendant with
21 notice of the specific provisions of the California Labor Code alleged to have been violated, including,
22 and not limited to, the facts and theories to support the alleged violations, in conformity with California
23 Labor Code § 2699.3(a).
- 24 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
25 conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought to intervene or
26 appear in the above-captioned action (“Action”).

1 5. The Aggrieved Employees covered under the Settlement consist of the following
2 individuals:

3 All current and former hourly-paid or non-exempt employees who worked for Defendant
4 in the State of California during the PAGA Period. (“Aggrieved Employee(s”).

5 6. The Court finds that the Parties reached the Settlement as a result of arm’s-length
6 negotiations.

7 7. Pursuant to California Labor Code § 2699(1)(2), the Court has reviewed the sum allocated
8 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,
9 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
10 Amount shall be the Total Settlement Amount (\$1,100,000.00) less the approved Attorneys’ Fees and
11 Costs to Lawyers for Justice, PC (“Plaintiffs’ Counsel”), General Release Fees to Plaintiffs, and
12 Settlement Administration Costs to Atticus Administration, LLC (the “PAGA Settlement Administrator”).
13 Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA (“LWDA
14 Payment”) and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the
15 Aggrieved Employees (“Employees’ Portion”) in accordance with this Order and Judgment and the
16 Settlement Agreement.

17 8. The Court has considered the Settlement, and the monetary allocations provided thereby,
18 and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA Settlement
19 Administrator to administer the Settlement and to make the payments as provided for by, and consistent
20 with, this Order and Judgment and the Settlement Agreement.

21 9. The Court approves the payment of \$440,000.00 to Plaintiff’s Counsel for attorneys’ fees.
22 This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with
23 this Order and Judgment and the Settlement Agreement. Ten percent (10%) of the attorneys’ fees will be
24 withheld until the Final Accounting Hearing set by the court.

25 10. The Court approves the payment of \$21,427.27 to Plaintiff’s Counsel for reimbursement of
26 litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement
27 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement
28 Agreement.

1 11. The Court approves payment in the amount of \$10,000.00 to Plaintiff Salim Benyahia and
2 in the amount of \$10,000.00 to Plaintiff Kalaina Dula for their General Release Fees. These amounts shall
3 be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and
4 Judgment and the Settlement Agreement.

5 12. The Court approves payment up to the amount of \$11,000.00 to Atticus Administration,
6 LLC for the Settlement Administration Costs. This amount shall be paid from the Total Settlement
7 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement
8 Agreement.

9 13. The Parties are directed to perform in accordance with the terms set forth in this Order and
10 Judgment and the Settlement Agreement.

11 14. The Court further finds that notice of the Settlement need not be provided to the Aggrieved
12 Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT A**,” and the
13 PAGA Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same
14 time that it distributes payments to Aggrieved Employees for their share of the Employees’ Portion
15 (“Individual Settlement Share(s”).

16 15. No later than seven (7) calendar days after the date of this Order and Judgment, Defendant
17 will provide the PAGA Settlement Administrator with the Aggrieved Employees List, in accordance with
18 this Order and Judgment and the Settlement Agreement.

19 16. No later than fourteen (14) calendar days of the date of this Order and Judgment,
20 Defendant shall deposit \$1,100,000.00 into a qualified settlement account established, by the PAGA
21 Settlement Administrator for administration of the Settlement in accordance with this Order and Judgment
22 and the Settlement Agreement.

23 17. No later than fourteen (14) calendar days after receipt of the Aggrieved Employees List,
24 and Defendant fully funds the Total Settlement Amount, the PAGA Settlement Administrator shall
25 distribute the LWDA Payment to the LWDA, Individual Settlement Share checks and Cover Letters to
26 Aggrieved Employees (together, the “PAGA Settlement Packages”), the General Release Fees to
27 Plaintiffs, the Settlement Administration Costs to itself, only after the PAGA Settlement Package have
28

1 been mailed to all Aggrieved Employees, the Attorneys' Fees and Costs to Plaintiff's Counsel, unless
2 instructed otherwise by Plaintiffs' Counsel, as provided for by this Order and Judgment and the Settlement
3 Agreement.

4 18. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid
5 and negotiable for ninety (90) calendar days, and thereafter, shall be cancelled. Funds associated with
6 such canceled checks shall be transmitted by the PAGA Settlement Administrator to the California State
7 Controller's Office Unclaimed Property Division, in the name of each Aggrieved Employee whose check
8 is canceled.

9 19. Aggrieved Employee shall not have the right to opt out of or object to the Settlement.
10 Upon the entry of this Order and Judgment and full funding of the Total Settlement Amount, and except as
11 to the rights and obligations created by this Settlement Agreement, Plaintiff and the State of California
12 with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and
13 forever discharged Released Parties, to the fullest extent of the law, of and from the Actions and from the
14 Released Claims.

15 20. "Released Parties" means Defendant, including Defendant's parent corporation, affiliates,
16 subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former
17 employees, attorneys, officers, owners, directors and agents thereof, both individually and in their business
18 capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and
19 insurers of such plans and programs.

20 21. "Released Claims" means any and all claims, arising during the PAGA Period, for civil
21 penalties under California Labor Code section 2698, et seq. ("PAGA") as well as any interest, fees, and
22 costs available under PAGA, based on the factual allegations in the Operative Complaint, including but
23 not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal
24 periods and associated premiums, failure to provide compliant rest periods and associated premiums,
25 failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to
26 provide compliant and accurate wage statements, failure to maintain complete and accurate payroll
27 records, and failure to reimburse necessary business-related expenses and costs, in violation of California
28

Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Order, 4-2001.

22. "PAGA Period" means the period from May 18, 2019 through April 14, 2023.

23. No individualized notice of this Order and Judgment is required to be provided to the Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system established for the filing of notices and documents, in conformity with California Labor Code § 2699(l)(3).

24. Upon entry of this Order and Judgment, the Court hereby enters judgment, with prejudice, with respect to the PAGA Claims for the reasons described above and in accordance with the terms of the Settlement Agreement.

25. Upon entry of this Order and Judgment and pursuant to California Rules of Court, Rule 3.770, Plaintiff Salim Benyahia's individual claims alleged in the action entitled *Salim Benyahia v. Proguard Security Services, Inc.*, Alameda Superior Court Case No. RG20068496 are hereby **dismissed with prejudice**, and the putative class claims alleged in the action entitled *Salim Benyahia v. Proguard Security Services, Inc.*, Alameda Superior Court Case No. RG20068496 are hereby **dismissed without prejudice**.

Date: _____

Honorable Noël Wise
Judge of the Alameda Superior Court

EXHIBIT A

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Salim Benyahia v. Proguard Security Services, Inc.*, Alameda Superior Court Case No. RG20068496 and *Kalaina Dula v. Proguard Security Services, Inc.*, Alameda Superior Court Case No. RG21107609

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> ("Individual Settlement Share"). This check is your payment from the settlement in the lawsuit entitled *Salim Benyahia v. Proguard Security Services, Inc.*, Alameda Superior Court Case No. RG20068496 ("*Benyahia Action*") and *Kalaina Dula v. Proguard Security Services, Inc.*, Alameda Superior Court Case No. RG21107609 ("*Dula Action*") (collectively, the "*Actions*").

The *Benyahia* lawsuit was filed on July 22, 2020 by Salim Benyahia ("Plaintiff Benyahia") against his former employer, on behalf of the State of California, with respect to himself, putative class members, and other alleged aggrieved employees, to seek for damages and attorneys' fees, for violations of multiple provisions of the Labor Code, and recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA"), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the *Benyahia* lawsuit, on May 18, 2020, Plaintiff Benyahia submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, 4-2001, thereby initiating LWDA Case Number LWDA-CM-787050-20 (the "*Benyahia PAGA Notice*").

The *Dula* lawsuit was filed on June 25, 2021 by Kalaina Dula ("Plaintiff Dula") against her former employer, on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA"), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the *Dula* lawsuit, on March 23, 2021, Plaintiff Dula submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, 4-21001, thereby initiating LWDA Case Number LWDA-CM-826780-21 (the "*Dula PAGA Notice*").

Defendant denies all of Plaintiffs' allegations and denies any wrongdoing of any kind associated with Plaintiffs' allegations.

A settlement was reached between Plaintiffs and Defendant Proguard Security Services, Inc. ("Defendant").

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the PAGA Period ("Aggrieved Employees"). The period May 18, 2019 through April 14, 2023 is the "PAGA Period."

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

"Released Parties" means Defendant, including Defendant's parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

"Released Claims" means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on

the factual allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, 4-21001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact **PAGA Settlement Administrator** at **[toll-free phone number]**.