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COLE & VAN NOTE

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12 Attorneys for Representative Plaintiff

13 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **IN AND FOR THE COUNTY OF SACRAMENTO**

15 NICHOLAS ROBINSON, individually,
16 and on behalf of all others similarly
17 situated,

18 Plaintiff,

19 vs.

20 COMPREHENSIVE SECURITY
21 SERVICES, INC. and DOES 1 through
22 100, inclusive,

23 Defendants.

Case No. 34-2021-00299929

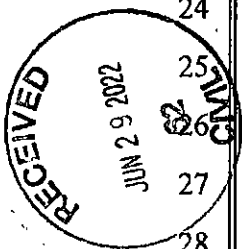
CLASS ACTION

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

6/15/22
Date: ~~October 12, 2022~~
Time: 1:30 p.m.
Dept.: 53

24 This matter, having come before the Superior Court of the State of California, in and for
25 the County of Sacramento, at 1:30 p.m. on June 15, 2022, with Cole & Van Note appearing as
26 counsel for Representative Plaintiff Nicholas Robinson, individually, and on behalf of the Plaintiff
27 Class, and Goyette Law West, APC, appearing as counsel for Defendant Comprehensive Security
28 Services, Inc. ("CSS" or "Defendant"). Plaintiff Shawn Barnes, not appearing, individually, and
on behalf of the Plaintiff Class, and Does 1 through 100. The Court, having carefully considered
the briefs, argument of counsel and all matters presented to the Court and good cause appearing,
hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12th STREET, SUITE 1725
OAKLAND, CA 94607
TEL: (510) 891-9800



BY FAX

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Revised Settlement Agreement entitled "Revised Settlement Agreement and Release of Claims," attached as Exhibit "A" to the "Representative Plaintiff's Notice of Errata Regarding Plaintiff's Motion for Preliminary Approval of Class Action Settlement," filed on June 3, 2022. This is based on the Court's determination that the Settlement is within the range of possible final approval.

2. The Court approves, both as to form and content, the Class Notice as revised per this Court's tentative ruling, which states the following:

The Court will require the creation, by class counsel, of a website for this settlement in which all documents filed with the Court will be accessible by the class members at the listed and stated website address. The proposed notice to class currently states that class members may access the case information at the main courthouse. While it is true that the only way to access the case information at no fee is to come to the main courthouse and use the kiosks, it is also possible to utilize the online Public Case Access System to access the court docket. However, because there is a download fee to obtain the case information, the court is also requiring a website for easy access to the information by the proposed class members.

3. In addition to identifying the Objection by case number and case title, the notice shall provide that the class member's Objection must also identify the correct department, Department 53, as well as the date and time of the Final Approval hearing, October 12, 2022, at 1:30 pm. Plaintiff shall file the motion for final approval pursuant to the Code of Civil Procedure.

4. Attached hereto as Exhibit "A," the Class Notice shall also be provided to class members in the manner set forth in the Revised Settlement Agreement.

5. The final approval hearing shall be held on October 12, 2022, at 1:30 pm in Department 53 of this Court, to determine whether the proposed Settlement is fair, adequate, reasonable, and should be granted final approval. At that time, the Court will also consider Plaintiff's application for attorneys' fees, costs, settlement administration expenses, award to the California Labor & Workforce Development Agency (LWDA), and a service payment to the Class Representative.

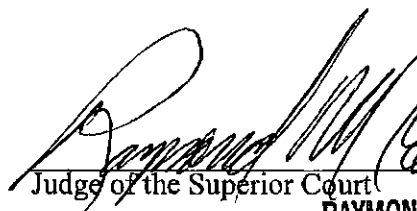
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IT IS SO ORDERED.

Dated: JUL - 8 2022

By:


Judge of the Superior Court

RAYMOND M. CADEI
SIGNATURE PURSUANT
TO CCP 635

EXHIBIT A

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SACRAMENTO

NICHOLAS ROBINSON individually, and
on behalf of all others similarly situated,

Plaintiffs,

vs.

COMPREHENSIVE SECURITY
SERVICES, INC., and DOES 1 through
100, inclusive,

Defendants.

Case No. 34-2021-00299929

**NOTICE OF SETTLEMENT OF CLASS
ACTION LAWSUIT**

SHAWN BARNES individually, and on
behalf of all others similarly situated,

Plaintiffs,

vs.

COMPREHENSIVE SECURITY
SERVICES, INC., and DOES 1 through
100, inclusive,

Defendants.

Case No. 34-2021-00300090

To: All current and former non-exempt employees who worked at any time for Defendant Comprehensive Security Services, Inc. in California from April 30, 2017 through December 31, 2021.

**PLEASE READ THIS NOTICE CAREFULLY. IT MAY AFFECT YOUR LEGAL RIGHTS
YOU MAY BE ENTITLED TO MONEY FROM THIS SETTLEMENT**

I. INTRODUCTION

A proposed class action settlement (the "Settlement") of the above-captioned action (the "Action") pending in the Superior Court of the State of California, in and for the County of Sacramento (the "Court"), has been reached by the parties and has been granted preliminary approval by the Court supervising the Action.

A final settlement hearing will be held on October 12, 2022, at 1:30 p.m. in Department 53 of the Superior Court of Sacramento County to determine whether the Settlement should be granted final approval. Defendant's records show that you were employed by the Defendant in California, as a non-exempt employee, at some time during the period between April 30, 2017 and December 31, 2021 ("Settlement Period") and, therefore, are a Class Member in this Action. As a Class Member, you may be entitled to money under the Settlement and, unless you "opt out" of the Settlement, your legal rights may be affected. The purpose of this Notice is to (1) describe the Action, (2) inform you of the terms of the Settlement, and (3) inform you of your rights and options in connection with the Settlement.

II. SUMMARY OF THE ACTION

Plaintiffs Nicholas Robinson and Shawn Barnes ("Plaintiffs") allege in the Action that, within the Settlement Period, Defendant Comprehensive Security Services, Inc. ("Defendant") had a consistent policy of permitting, encouraging, and/or requiring its employees to work "off-the clock," failed to compensate employees for missed meal and/or rest

breaks, failed to provide accurate itemized wage statements, and failed to pay wages timely upon Class Members' terminations. Plaintiffs allege that these violations resulted in the underpayment of wages to Class Members. Plaintiffs also seek civil penalties related to these claims. Plaintiffs seek to maintain a class action for their claims on behalf of themselves as individuals and on behalf of all persons who have been employed by Defendant as non-exempt employees within the Settlement Period.

Defendant denies that it violated the law in any way as described in the lawsuit. Nothing in this Notice, or the Settlement itself, or any actions to carry out the terms of the Settlement, mean that Defendant admits any fault, guilt, negligence, wrongdoing, or liability whatsoever.

The Court granted preliminary approval of the Settlement on June 14, 2022, on behalf of a settlement class defined as:

All current and former non-exempt employees who worked at any time for Defendant Comprehensive Security Services, Inc. in California from April 30, 2017, to December 31, 2021.

At that time, the Court also preliminarily approved Plaintiffs Nicholas Robinson and Shawn Barnes to serve as Class Representatives, and the law firms Cole & Van Note and Gaines & Gaines, APLC to jointly serve as Class Counsel. The law firm Gaines & Gaines subsequently withdrew from representing Plaintiff Shawn Barnes, whereupon Mr. Barnes continued as a *pro per* litigant, and in that capacity, participates in this Settlement.

III. SUMMARY OF SETTLEMENT TERMS

Settlement Amount. Defendant has agreed to pay an amount not to exceed \$282,000.00 (the "Maximum Settlement Amount") to fully resolve the claims in the Action. This Maximum Settlement Amount includes, but is not limited to, all settlement payments to Qualified Claimants (defined below), Class Counsel' attorneys' fees and litigation costs, all Settlement Administration expenses, payments to the California Labor and Workforce Development Agency ("LWDA"), and an enhancement awards to the Class Representatives, as outlined below.

Settlement Administration and Other Payments. The Court has tentatively approved certain payments to be made from the Maximum Settlement Amount as follows, which will be subject to final Court approval:

- **Settlement Administration.** Payment to the Settlement Administrator not to exceed \$17,000 for the expense of notifying the Class Members of the Settlement, processing opt-outs submitted by Class Members, and distributing settlement payments.
- **Attorneys' Fees and Costs.** Payment to Court-approved Class Counsel of reasonable attorneys' fees in the amount of \$94,000 and costs in the amount of \$11,006.95 as reasonable compensation for the work Class Counsel performed in this Action and will continue to perform through settlement finalization. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.
- **Enhancement Award to Class Representative.** Service enhancement awards not to exceed \$10,000 to each Class Representative, Nicholas Robinson and Shawn Barnes, to compensate them for their services on behalf of the Class in initiating and prosecuting the action. These payments are in addition to whatever payments the Class Representatives are otherwise entitled to each receive as a Class Member.
- **Payment to LWDA.** A payment of \$5,625 will be made to the LWDA for the LWDA's portion of the Settlement allocated to civil penalties under the Labor Code Private Attorneys General Act, Lab. Code §§ 2698, *et seq.*

Calculation of Settlement Awards to Settlement Class Members. As a Class Member, you are entitled to receive a pro rata portion of the Net Settlement Fund (referred to herein as your "Individual Settlement Share"). Your

Individual Settlement Share is calculated based upon the number of Compensable Pay Periods you worked during the Settlement Period, divided by the total number of Compensable Pay Periods worked by all Settlement Class Members during said period. The Settlement Administrator has calculated the number of Compensable Pay Periods you worked during the Settlement Period and determined your Individual Settlement Share, as listed below. Only Class Members who do not opt out of the Settlement as provided for below will be entitled to receive a payment pursuant to the Settlement and shall become Settlement Class Members. If the conditions of the Settlement (as described in this Notice) are met and if the Court grants final approval of the Settlement, then settlement checks will be mailed to Settlement Class Members. Unclaimed settlement amounts will be sent to the Office of the California State Controller - Unclaimed Property Fund, to be held in the name of the respective employee.

Tax Matters. Settlement payments to Settlement Class Members shall be allocated as follows: wages (15% of each settlement payment), penalties and interest (85% of each settlement payment). Settlement Class Members must pay their own portion of payroll and income taxes on the portion of each settlement payment that is wages, and such amounts will be withheld from settlement payments. Settlement Class Members shall be exclusively liable for any and all tax liability, if any. Settlement Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

Releases. Upon the final approval by the Court of the Settlement, all members of the Plaintiff Class who do not timely request exclusion fully release and discharge Defendant and Defendant's past, present and/or future, direct and/or indirect, officers, directors, employees, agents, principals, representatives, fiduciaries, attorneys, accountants, auditors, consultants, partners, investors, shareholders, administrators, insurers and reinsurers, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and/or any party that was or could have been named as defendants in the Action ("Releasees"), from any and all debts, liabilities, costs, demands, obligations, claims, causes of action, or complaints arising during the Settlement Period that were pled, or which could have been pled based on the same facts as pled in the Action (Plaintiffs' operative Complaints, all preceding Complaints, and Plaintiffs' LWDA letters). This includes claims relating to the alleged failure of the Defendant to provide any of the Class Members with compensation as required by law relating to wages, claims for overtime hours worked, meal periods, rest periods, business expense reimbursements, itemized wage statement/pay stub violations, civil penalties, or waiting-time penalties as required by law or regulations, the failure to pay penalties, or that are based upon, or derive from the claims asserted in the Action, including alleged violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 227.3, 246, 256, 450, 510-512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1197.2, 1198, 1199, 2800, 2802, and 2698, et seq. as well as the relevant Industrial Welfare Commission Wage Order(s), California Business and Professions Code Sections 17200, et seq., as well as claims for interest, costs, attorneys' fees, compensatory damages, and all claims for restitution and other equitable relief, injunctive relief, liquidated damages, and any other remedies owed or available under the law related to the facts set forth in the Action. All Settlement Class Members shall be bound by this release unless they opt-out of the settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an Order at or following the Settlement Hearing finally approving the Settlement.

For more information on the Settlement, please visit the Settlement website at: [www._____](http://www._____.com)

IV. RIGHT TO CLAIM MONEY FROM THE SETTLEMENT

Your share of the Settlement is allocated based on your dates of service with Defendant as a non-exempt employee in California during the Settlement Period (April 30, 2017 to December 31, 2021). Defendant's records show that, within the Settlement Period, you worked as a non-exempt employee in California during the following time period(s):

Dates: <<qHDate>> to <<qTDate>>

Compensable Workweeks: <<Workweeks>>

Based on this data, the Settlement Administrator has calculated your Individual Settlement Share as

approximately \$ [redacted]. If you believe the data listed above is incorrect, you may submit a challenge in writing to the Settlement Administrator indicating your belief as to the correct data. You must also send the Settlement Administrator any documents or other information that support your challenge to the above information. The Settlement Administrator will use Defendant's records and any information you provide to resolve any dispute about your service data. All such challenges must be postmarked by [30 Days After Mailing], to be considered.

V. RIGHT TO OPT OUT

If you do not wish to participate in the Settlement of your claims, you may exclude yourself from the Settlement or "opt out." If you opt out, you will receive no money from the Settlement, and you will not be bound by its terms. To opt out, you must submit a signed, written request to the Settlement Administrator for Exclusion ("Request for Exclusion") from the Settlement postmarked no later than [30 Days After Mailing]. Written Requests for Exclusion from the Settlement that are postmarked after [30 Days After Mailing], or are unsigned by the Class Member, will be rejected, and Class Members submitting untimely Exclusions shall be bound by the Settlement and the Releases described above, but will not be considered Qualified Claimants and will not receive settlement payments.

VI. RIGHT TO OBJECT

If you are a Class Member who has not opted out and believe that the Settlement should not be finally approved by the Court for any reason, you may object to the proposed Settlement. Objections may be made in person at the Final Approval Hearing or in writing. If in writing, the objection must state the basis for the objection and must be mailed to the Settlement Administrator at the addresses below on or before [30 Days After Mailing]. All objections or other correspondence must state the name and number of the cases, which are *Robinson v. Comprehensive Security Services, Inc.* (Case No. 34-2021-00299929) and *Barnes v. Comprehensive Security Services, Inc.* (Case No. 34-2021-00300090) filed in the Superior Court of the State of California, in and for the County of Sacramento. Objection must also identify the correct department, Department 53, as well as the date and time of the Final Approval hearing, October 12, 2022, at 1:30 p.m. To object to the Settlement, you must remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Class Counsel:	Counsel for Defendant:
Scott Edward Cole, Esq. COLE & VAN NOTE 555 12th Street, Suite 1725 Oakland, CA 94607 Telephone: (510) 891-9800	Gary G. Goyette, Esq. GOYETTE LAW WEST, INC. 836 57th St., Suite 552 Sacramento, California 95819 Telephone: (916) 769-8365
Plaintiff Shawn Barnes <i>In pro per</i>	

If you wish, you may also appear at the Final Approval Hearing as detailed below. You have the right to appear either in person or through your own attorney at this hearing.

VII. HEARING ON THE SETTLEMENT

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held on **October 12, 2022, at 1:30 p.m.**, in **Department 53**, in the Superior Court of the State of California, in and for the County of Sacramento, located at 720 9th Street, Sacramento, California 95814. The Hearing may be continued without further notice. **You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.**

VIII. NOTICE TO CLASS

The court will require the creation, by class counsel, of a website for this settlement in which all documents filed with the Court will be accessible by the class members at the listed and stated website address. The proposed notice to class currently states that class members may access the case information at the main courthouse. While it is true that the only way to access the case information at no fee is to come to the main courthouse and use the kiosks, it is also possible to utilize the online Public Case Access System to access the court docket. However, because there is a download fee to obtain the case information, the court is also requiring a website for easy access to the information by the proposed class members.

IX. ADDITIONAL INFORMATION

This Notice is only a summary of the Action and the Settlement. Class Members should contact the Settlement Administrator at:

Address: ILYM Group, Inc.
14751 Plaza Dr., Ste J
Tustin, CA 92780
Phone: (888) 2500-6810

with any concerns or questions regarding the Settlement. You may also refer to the pleadings, the Class Action Settlement Agreement and Release of Claims, and other papers filed in the Action, which may be inspected at the Office of the Clerk for the Superior Court of the State of California, in and for the County of Sacramento, during regular business hours of each court day, or online through the Court's Public Access System.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT
OR THE JUDGE WITH QUESTIONS.**