

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

ALICIA ORTEGA, BRYAN SHEPPARD,  
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; SHANTEANNA BROWN,  
RAYVEYONE BROWN, individually, and on  
behalf of other members of the general public  
similarly situated;

Plaintiffs,

vs.

SMARTGUARD, INC., a California  
corporation; and DOES 1 through 100,  
inclusive,

Defendants.

Case No.: 34-2020-00278712-CU-OE-GDS

Honorable Lauri A. Damrell  
Department 22

**CLASS ACTION**

**[PROPOSED] FINAL APPROVAL  
ORDER AND JUDGMENT**

|                  |                  |
|------------------|------------------|
| Date:            | February 2, 2024 |
| Time:            | 9:00 a.m.        |
| Department:      | 22               |
| Complaint Filed: | May 15, 2020     |
| FAC Filed:       | October 19, 2021 |
| Trial Date:      | None Set         |

1 This matter has come before the Honorable Lauri A. Damrell in Department 22 of the  
2 above-entitled Court, located at 720 9<sup>th</sup> Street, Sacramento, California 95814, on Plaintiffs’ Alicia  
3 Ortega, Bryan Sheppard, Shanteanna Brown, and Rayveyone Brown (together, “Plaintiffs”)  
4 Motion for Final Approval of Class Action Settlement, Attorney Fees and Costs, and Enhancement  
5 Payments (“Motion for Final Approval”). Lawyers *for* Justice, PC appeared on behalf of Plaintiffs,  
6 and Palmer Kazanjian Wohl Hodson LLP appeared on behalf of Defendant Smartguard, Inc.,  
7 (“Defendant”).

8 On May 5, 2023, the Court entered the Order Granting Preliminary Approval of Class  
9 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement  
10 of the above-entitled action (“Action”) in accordance with the Class Action and Private Attorneys  
11 General Act Settlement Agreement and Release (“Settlement,” “Agreement,” or “Settlement  
12 Agreement”), which, together with the exhibits annexed thereto, set forth the terms and conditions  
13 for settlement of the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties’ papers and  
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

17 1. All terms used herein shall have the same meaning as defined in the Settlement  
18 Agreement and the Preliminary Approval Order.

19 2. This Court has jurisdiction over the claims of the Class Members asserted in this  
20 proceeding and over all parties to the Action.

21 3. The Court finds that the applicable requirements of California Code of Civil  
22 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect  
23 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification  
24 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is  
25 hereby defined to include:

26 All current and former hourly-paid or non-exempt employees of Defendant,  
27 employed in California at any time during the period May 15, 2016 through  
28 March 31, 2021 (“Class” or “Class Members”).

1           4.       The Notice of Class Action Settlement (“Class Notice”) that was provided to the  
2 Class Members, fully and accurately informed the Class Members of all material elements of the  
3 Settlement and of their opportunity to participate in, object to or comment thereon, or to seek  
4 exclusion from, the Class Settlement; was the best notice practicable under the circumstances; was  
5 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the  
6 State of California, the United States Constitution, due process and other applicable law. The Class  
7 Notice fairly and adequately described the Settlement and provided the Class Members with  
8 adequate instructions and a variety of means to obtain additional information.

9           5.       Pursuant to California law, the Court hereby grants final approval of the Settlement  
10 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More  
11 specifically, the Court finds that the Settlement was reached following meaningful discovery and  
12 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the  
13 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that  
14 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the  
15 Court has considered all of the evidence presented, including evidence regarding the strength of  
16 Plaintiffs’ claims; the risk, expense, and complexity of the claims presented; the likely duration of  
17 further litigation; the amount offered in the Settlement; the extent of investigation and discovery  
18 completed; and the experience and views of Class Counsel. The Court has further considered the  
19 absence of Notices of Objection and Requests for Exclusion to the Class Settlement submitted by  
20 Class Members. Accordingly, the Court hereby directs that the Settlement be affected in  
21 accordance with the Settlement Agreement and the following terms and conditions.

22           6.       A full opportunity has been afforded to the Class Members to participate in the  
23 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been  
24 heard. The Class Members also have had a full and fair opportunity to exclude themselves from  
25 the Class Settlement. Accordingly, the Court determines that all Class Members who do not submit  
26 a valid and timely Request for Exclusion (“Settlement Class Members”) are bound by the Class  
27 Settlement and by this order and judgment (“Final Approval Order and Judgment”), and the State  
28 of California and all current and former hourly-paid or non-exempt employees of Defendant,

1 employed in California at any time during the PAGA Period (“Aggrieved Employees”) are bound  
2 by the PAGA Settlement and this Final Approval Order and Judgment.

3 7. The Court finds that the allocation of \$150,000.00 toward penalties under the  
4 California Private Attorneys General Act of 2004 (“PAGA Penalties”), is fair, reasonable, and  
5 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA  
6 Penalties follows: the amount of \$112,500.00 to the California Labor and Workforce Development  
7 Agency, and the amount of \$37,500.00 to be distributed to the Aggrieved Employees, according  
8 to the terms and methodology set forth in the Settlement Agreement.

9 8. The Court finds that payment of Settlement Administration Costs in the amount of  
10 \$19,950.00 is appropriate for the services performed and costs incurred and to be incurred for the  
11 notice and settlement administration process. It is hereby ordered that the Settlement  
12 Administrator, ILYM Group, Inc., shall issue payment to itself in the amount of \$19,950.00, in  
13 accordance with the terms and methodology set forth in Settlement Agreement.

14 9. The Court finds that the Enhancement Payments sought are fair and reasonable for  
15 the work performed by Plaintiffs on behalf of the Class, the State of California, and the Aggrieved  
16 Employees. It is hereby ordered that the Settlement Administrator issue payment in the amount of  
17 \$10,000.00 each to Plaintiffs Alicia Ortega, Bryan Sheppard, Shanteanna Brown, and Rayveyone  
18 Brown for their Enhancement Payments, according to the terms and methodology set forth in the  
19 Settlement Agreement.

20 10. The Court finds that the request for attorneys’ fees in the amount of \$490,000.00 to  
21 Class Counsel falls within the range of reasonableness, and the results achieved justify the award  
22 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and  
23 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the  
24 amount of \$490,000.00 to Class Counsel for attorneys’ fees, in accordance with the terms and  
25 methodology set forth in the Settlement Agreement.

26 ///

27 ///

28 ///

1           11.     The Court finds that reimbursement of litigation costs and expenses in the amount  
2 of \$9,878.63 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the  
3 Settlement Administrator issue payment in the amount of \$9,878.63 to Class Counsel for  
4 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set  
5 forth in the Settlement Agreement.

6           12.     The Court hereby enters Judgment by which Settlement Class Members shall be  
7 conclusively determined to have given a release of any and all Class Released Claims against the  
8 Released Parties, and all Aggrieved Employees and the State of California shall be conclusively  
9 determined to have given a release to any and all PAGA Released Claims against the Released  
10 Parties, as set forth in the Settlement Agreement and Class Notice.

11           13.     It is hereby ordered that Defendant shall deposit the Gross Settlement Amount and  
12 the employer's share of taxes and contributions in connection with the wages portion of the  
13 Individual Settlement Shares ("Employer Taxes") within five (5) business days after the Effective  
14 Date, in accordance with the terms and methodology set forth in the Settlement Agreement.

15           14.     It is hereby ordered that the Settlement Administrator shall distribute Individual  
16 Settlement Payments to the Settlement Class Members and Individual PAGA Payments to the  
17 Aggrieved Employees within ten (10) calendar days after receiving the Gross Settlement Amount,  
18 according to the methodology and terms set forth in the Settlement Agreement.

19           15.     Each check issued to a Settlement Class Member and/or Aggrieved Employee for  
20 his or her Individual Settlement Payment and/or Individual PAGA Payment shall be negotiable for  
21 a period of one hundred and eighty (180) calendar days from the date of issuance of the check, and  
22 after this time period, the check(s) shall be cancelled. The funds associated with such canceled  
23 checks will be transmitted to Legal Aid at Work, for the benefit of those Settlement Class Members  
24 and/or Aggrieved Employees who did not cash their checks until such time that they claim their  
25 property.

26 ///

27 ///

28 ///

1           16.     After entry of this Final Approval Order and Judgment, pursuant to California Rules  
2 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and  
3 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and  
4 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate  
5 any dispute arising from or in connection with the distribution of settlement benefits.

6           17.     Notice of entry of this Final Approval Order and Judgment shall be given to the  
7 Class Members and Aggrieved Employees by posting a copy of the Final Approval Order and  
8 Judgment on the Settlement Administrator's website for a period of at least sixty (60) calendar  
9 days after the date of entry of this Final Approval Order and Judgment. Individualized notice is  
10 not required.

11           18.     A Final Compliance Hearing is set for \_\_\_\_\_ at \_\_\_\_\_  
12 a.m/p.m. in Department 22. Class Counsel shall submit a final accounting report regarding the  
13 status of the settlement administration at least five (5) court days prior to the Final Compliance  
14 Hearing.

15  
16 Dated: \_\_\_\_\_

\_\_\_\_\_  
HONORABLE LAURI A. DAMRELL  
JUDGE OF THE SUPERIOR COURT