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

MATTHEW WILLIAMS, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

PALAMERICAN SECURITY (CALIFORNIA)
INC., a Delaware corporation; PALAMERICAN
SECURITY, INC., a Tennessee corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 34-2021-00305148-CU-OE-GDS

[Assigned to the Hon. Jill H. Talley, Dept. 23]

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL AND ENTERING JUDGMENT
THEREON**

Date: August 23, 2024

Time: 9:00 a.m.

Dept.: 23

Action Filed: July 29, 2021

NATHANIAL SINCLAIRE, on behalf of
himself and all others similarly situated, and on
behalf of the general public,

Plaintiff,

vs.

PALAMERICAN SECURITY (CALIFORNIA)
INC., a Delaware Corporation and DOES 1
through 10, inclusive,

Defendants.

Case No. 34-2021-00312335

Action Filed: December 8, 2021

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[PROPOSED] ORDER

Plaintiffs BRENDA WILLIAMS and NATHANIAL SINCLAIRE's ("Plaintiffs") Motion for an Order Granting Final Approval of Class Action Settlement came regularly for hearing on August 23, 2024 before this Court, the Honorable Jill H. Talley presiding. The Court, having considered the papers submitted in support of the motion, HEREBY ORDERS THE FOLLOWING:

1. The Court grants final approval to the Class and PAGA Action Settlement Agreement ("Settlement Agreement" or "Settlement"). This Order incorporates by reference the definitions in the Settlement Agreement, and all terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

2. The Court finds that the dissemination of the Class Notice to the Class Members by the appointed Settlement Administrator, Phoenix Settlement Administrators, constituted the best notice practicable under the circumstances to all Class Members, and fully met the requirements of California law and due process under the State and Federal Constitutions.

3. The Court approves the settlement of the above-captioned action, as set forth in the Agreement, as fair, adequate, and reasonable to the Parties and Class Members. The Parties are directed to perform in accordance with the terms set forth in the Agreement.

4. The Court hereby certifies the following Class for settlement purposes only: all current and former non-exempt security guard/security officer California employees of Defendant who worked for Defendant at any time during the period of time from January 1, 2021 through December 27, 2022 (the "Class Period").

5. The Court finds that Matthew McNeil filed a request for exclusion and therefore is not bound by the Class Released Claims as set forth in the Settlement. Mr. McNeil, however, will be bound by the PAGA Released Claims and he shall receive his share of the PAGA Penalty.

6. All Aggrieved Employees shall be bound by the PAGA Released Claims provided in the Agreement. The Class Representative shall be bound by the additional general releases provided in the Agreement.

1 7. The Court overrules the one (1) objection filed by Sanjew Lal.

2 8. With respect to the Class and for purposes of approving the settlement only and
3 for no other purpose, this Court finds and concludes that: (a) the members of the Class are
4 ascertainable and so numerous that joinder of all members is impracticable; (b) there are
5 questions of law or fact common to the Class, and there is a well-defined community of interest
6 among members of the Class with respect to the subject matter of the non-exempt claims in the
7 Action; (c) the claims of Class Representative is typical of the claims of Class Members; (d) the
8 Class Representative has fairly and adequately protected the interests of the Class Members; (e) a
9 class action is superior to other available methods for an efficient adjudication of this
10 controversy; and (f) the counsel of record for the Class Representative, i.e., Class Counsel, are
11 qualified to serve as counsel for Plaintiff in his individual and representative capacity and for the
12 Class Members.

13 9. Within thirty (30) days after the grant of Final Approval of the settlement,
14 Defendant shall deposit the Gross Settlement Amount of Three Hundred Forty Three Thousand
15 Eight Hundred Twenty Six Dollars and Seventy Seven Cents (\$343,826.77) into a Qualified
16 Settlement Fund to be established by the Settlement Administrator.

17 10. From the Gross Settlement Amount, the Administrator shall pay:

- 18 a. to Class Counsel attorneys' fees in the amount of \$120,339.37 and
19 reimbursement of costs in the amount of \$19,080.69;
- 20 b. to Class Representatives Brenda Williams and Nathaniel Sinclair for their
21 services to the Class, and as consideration for the execution of a general
22 release, the amount of \$10,000.00 each;
- 23 c. to the California Labor and Workforce Development Agency the amount
24 of \$24,375.00 for its 75% share of PAGA Penalties; and
- 25 d. to Phoenix Settlement Administrators the amount of \$9,000.00 for its fees
26 and costs in administering the settlement.

27 11. The Court finds that these amounts are fair and reasonable. The Administrator is
28 directed to make such payments in accordance with the terms of the Agreement.

1 12. The Court approves the Individual Settlement Payment and individual PAGA
2 Payment amounts, which shall be distributed by the Administrator pursuant to the terms of the
3 Agreement from the Net Settlement Amount, after payment of those amounts set forth in
4 Paragraph 8.

5 13. Settlement checks will remain valid for a period of 180 calendar days after they
6 issue. Any check not cashed within 180 calendar days will be distributed to Legal Aid at Work
7 after the court issues an Amended Order and Judgment.

8 14. The Court hereby enters final judgment in this case in accordance with the terms
9 of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of
10 the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction
11 over the action and the Parties, including all Settlement Class Members, for purposes of
12 enforcing and interpreting this Order and the Settlement.

13 15. The Court sets a compliance hearing for _____, 2025
14 at 9:00 a.m. At least ten (10) days before, the Parties shall file the Administrator's Declaration
15 and an amended judgment in compliance with Code of Civil Procedure § 384(b).

16 IT IS SO ORDERED AND ADJUDGED.

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20 DATED: _____

Honorable Jill H. Talley
Judge of the Superior Court