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

SEQUOIA VALERY, DEVOSHA JOHNSON,
individually, and on behalf of other members of
other aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiffs,

vs.

TURNER SECURITY SYSTEMS, INC., a
California corporation; JOHN A. TURNER,
individually; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 21CECG03231

Honorable Jeffrey Y. Hamilton
Department 503

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, ET SEQ.) SETTLEMENT
AGREEMENT AND AWARD OF
ATTORNEYS' FEES AND COSTS, GENERAL
RELEASE FEES, AND SETTLEMENT
ADMINISTRATION COSTS**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act (Cal. Labor Code §
2698, *Et Seq.*) Settlement Agreement and Award of
Attorneys' Fees and Costs, General Release Fees,
and Settlement Administration Costs; Declaration of
Plaintiffs' Counsel (Jacob Karczewski); and
Declarations of Plaintiffs (Sequoia Valery and
Devosha Johnson) filed concurrently herewith]

Date: May 23, 2024
Time: 3:30 p.m.
Department: 503

Complaint Filed: October 29, 2021
Trial Date: None Set

1 This matter has come before the Honorable Jeffrey Y. Hamilton in Department 503 of the Superior
2 Court of the State of California, for the County of Fresno, on May 23, 2024 at 3:30 p.m., on Plaintiffs
3 Sequoia Valery and Devosha Johnson (together, the “Plaintiffs”) Motion for Approval of Private
4 Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys'
5 Fees and Costs, General Release Fees, and Settlement Administration Costs (“Motion for Approval of
6 Settlement”). Lawyers *for* Justice, PC appeared for Plaintiffs and Bradley, Gmelich & Wellerstein LLP,
7 appeared for Defendants Turner Security Systems, Inc. and John A. Turner (together, the “Defendants”).

8 On or around October 24, 2023, Plaintiffs and Defendants (together, the “Parties”) executed the
9 Private Attorneys General Act Settlement Agreement and Release (“Settlement,” “Settlement Agreement,”
10 or “Agreement”).

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of Plaintiffs' Counsel Jacob Karczewski and Plaintiffs Sequoia Valery and Devosha Johnson,
13 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, and
22 not limited to, the facts and theories to support the alleged violations, in conformity with California Labor
23 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(l)(2) and that the LWDA has not sought to intervene or
26 appear in the above-captioned action (“Action”).

27 5. The Aggrieved Employees covered under the Settlement consist of the following
28 individuals:

1 All current and former hourly-paid or non-exempt employees who worked for Defendant
2 Turner Security Systems, Inc. in the State of California during the PAGA Period. (“Aggrieved
Employee”).

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

5 7. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
6 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,
7 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
8 Amount shall be the Gross Settlement Amount (\$535,000.00) less the approved Attorneys' Fees and Costs
9 to Lawyers *for Justice*, PC (“Plaintiffs' Counsel”), General Release Fees to Plaintiffs, and Settlement
10 Administration Costs to Simpluris, Inc. (the “PAGA Settlement Administrator”). Seventy-five percent
11 (75%) of the Net Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and twenty-
12 five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees
13 (“Employees' Portion”) in accordance with this Order and Judgment and the Settlement Agreement.

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

18 9. The Court approves the payment of \$203,300.00 to Lawyers *for Justice*, PC for attorneys’
19 fees. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance
20 with this Order and Judgment and the Settlement Agreement.

21 10. The Court approves the payment of \$11,047.64 to Lawyers *for Justice*, PC for
22 reimbursement of litigation costs and expenses incurred in the Action. This amount shall be paid from the
23 Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the
24 Settlement Agreement.

25 11. The Court approves payment in the amount of \$5,000.00 to Plaintiff Sequoia Valery and in
26 the amount of \$5,000.00 to Plaintiff Devosha Johnson for their General Release Fees. These amounts
27 shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and
28 Judgment and the Settlement Agreement.

1 12. The Court approves payment up to the amount of \$7,000.00 to Simpluris, Inc. for the
2 Settlement Administration Costs. This amount shall be paid from the Gross Settlement Amount and shall
3 be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

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

6 14. The Court further finds that notice of the Settlement need not be provided to the Aggrieved
7 Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT 1**,” and the
8 PAGA Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same
9 time that it distributes payments to Aggrieved Employees for their share of the Employees' Portion
10 (“Individual Settlement Share(s)").

11 15. No later than twenty-one (21) calendar days after the Effective Date, Defendants will
12 provide the PAGA Settlement Administrator with the Aggrieved Employees List, in accordance with this
13 Order and Judgment and the Settlement Agreement.

14 16. No later than twenty-one (21) calendar days of the Effective Date, Defendants shall deposit
15 \$535,000.00 into a qualified settlement account established, by the PAGA Settlement Administrator for
16 administration of the Settlement in accordance with this Order and Judgment and the Settlement
17 Agreement.

18 17. No later than fourteen (14) calendar days after receipt of the Aggrieved Employees List,
19 and Defendants fully fund the Gross Settlement Amount, the PAGA Settlement Administrator shall
20 distribute the LWDA Payment to the LWDA, Individual Settlement Share checks and Cover Letters to
21 Aggrieved Employees (“PAGA Settlement Package”), the General Release Fees to Plaintiffs, the
22 Settlement Administration Costs to itself, only after the PAGA Settlement Package have been mailed to all
23 Aggrieved Employees, the Attorneys' Fees and Costs, unless instructed otherwise by Plaintiffs' Counsel, as
24 provided for by this Order and Judgment and the Settlement Agreement.

25 18. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid
26 and negotiable for ninety (90) calendar days, and thereafter, shall be cancelled. Funds associated with
27 such cancelled checks shall be transmitted by the PAGA Settlement Administrator to the California State
28 Controller’s Office Unclaimed Property Division, in the name of each Aggrieved Employee whose check

1 is cancelled.

2 19. Aggrieved Employee shall not have the right to opt out of or object to the Settlement.
3 Upon the Effective Date and full funding of the Gross Settlement Amount, and except as to the rights and
4 obligations created by this Settlement Agreement, Plaintiff and the State of California with respect to
5 Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged
6 Released Parties, to the fullest extent of the law, of and from the Action and from the Released Claims.

7 20. “Released Parties” means Defendants, including Defendants’ parent corporation, affiliates,
8 subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former
9 employees, attorneys, officers, directors and agents thereof, both individually and in their business
10 capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries, and
11 insurers of such plans and program.

12 21. “Released Claims” means any and all claims, arising during the PAGA Period, for civil
13 penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as
14 any interest, fees, and costs available under PAGA, based on the factual allegations in the
15 Complaint and PAGA Notices, and including but not limited to, for failure to use non-discretionary
16 bonuses to calculate the correct regular rate of pay used to calculate overtime pay; failure to
17 provide reporting time pay; failure to provide one day’s rest in seven; failure to pay minimum,
18 regular, and overtime wages; failure to provide compliant meal periods and/or pay meal period
19 penalties in lieu of compliant meal periods; failure to provide compliant rest periods and/or pay
20 rest period penalties in lieu of compliant rest periods; failure to timely pay wages during
21 employment; failure to timely pay wages upon termination; failure to provide compliant and
22 accurate wage statements; failure to maintain complete and accurate payroll records; and failure
23 to reimburse necessary business-related expenses and costs, in violation of California Labor Code
24 sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197,
25 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including inter
26 alia, Wage Orders 4-2001 and 7-2001.

27 22. “PAGA Period” means the period from February 29, 2020 to July 29, 2023.

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1 23. No individualized notice of this Order and Judgment is required to be provided to the
2 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online
3 system established for the filing of notices and documents, in conformity with California Labor Code §
4 2699(1)(3).

5
6
7 Date: _____

Honorable Jeffrey Y. Hamilton
Judge of the Fresno Superior Court

EXHIBIT 1

Exhibit A

<<Mailing Date>>

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

Re: Settlement Payment from *Valery, et al. v. Turner Security Systems, Inc., et al.*, Fresno Superior Court Case No. 21CECG03231

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 *Valery, et al. v. Turner Security Systems, Inc., et al.*, Fresno Superior Court Case No. 21CECG03231 (“Action”).

The lawsuit was filed on October 29, 2021 by Sequioa Valery and Devosha Johnson (together, “Plaintiffs”) against their former employer, on behalf of the State of California, with respect to themselves 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 use non-discretionary bonuses to calculate the correct regular rate of pay used to calculate overtime pay; failure to provide reporting time pay; failure to provide one day’s rest in seven; failure to properly pay minimum, regular, and overtime wages; failure to provide compliant meal and rest periods and/or pay penalties in lieu of compliant meal and/or rest periods; failure to pay wages during employment; failure to pay wages upon termination and waiting time penalties; failure to provide compliant wage statements; failure to maintain requisite payroll records; and failure to reimburse business expenses. Prior to filing the lawsuit, on October 29, 2021, letters were submitted to the California Labor and Workforce Development Agency (“LWDA”) pursuant to PAGA, on behalf of Plaintiff Valery (assigned LWDA Case No. LWDA-CM-842535-21) and on behalf of Plaintiff Johnson (assigned LWDA Case No. LW-CM-842533-21), to provide notice of Plaintiffs’ intent to seek civil penalties under PAGA for Defendants’ alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 7-2001 (together, “PAGA Notices”).

Defendants deny all of Plaintiffs’ allegations and deny any wrongdoing of any kind associated with Plaintiffs’ allegations.

A settlement was reached between Plaintiffs and Defendants Turner Security Systems, Inc. and John A. Turner (together, “Defendants”), and they executed the Private Attorneys General Act Settlement Agreement and Release (“Settlement Agreement”), which is on file with the Court.

On << Date>>, the settlement was approved by the Court. A portion of the settlement funds are 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 Turner Security Systems, Inc. in the State of California during the period February 29, 2020 to July 29, 2023 (“Aggrieved Employees”). The period February 29, 2020 to July 29, 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 were issued a paycheck by Defendant Turner Security Systems, Inc. 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 Effective Date and full funding of the Gross Settlement Amount (as defined in the Settlement Agreement), the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means Defendants, Defendants’ 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 the California Labor Code Private Attorneys General Act (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 Complaint and PAGA Notices, and including but not limited to, failure to use non-discretionary bonuses to calculate the correct regular rate of pay used to calculate overtime pay; failure to provide reporting time pay; failure to provide one day’s rest in seven; for failure to pay minimum, regular, and overtime wages; failure to provide compliant meal periods and/or pay meal period penalties in lieu of compliant meal periods; failure to provide compliant rest periods and/or pay rest period penalties in lieu of compliant rest period;

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, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 7-2001.

The enclosed check is valid for 90 calendar 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, Defendants, or Defendants' counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact **Simpluris, Inc.** at **[toll-free phone number]**.