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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 Lisa Gamoian
Department 403

**[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 FEE, AND SETTLEMENT
ADMINISTRATION COSTS**

Date: July 1, 2025
Time: 3:30 p.m.
Department: 403

Complaint Filed: October 29, 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 AWARD OF ATTORNEYS' FEES AND
COSTS, GENERAL RELEASE FEE, AND SETTLEMENT ADMINISTRATION COSTS**

1 This matter has come before the Honorable Lisa Gamoian in Department 403 of the Superior Court
2 of the State of California, for the County of Fresno, on July 1, 2025, at 3:30 p.m., on Plaintiffs Sequioa
3 Valery and Devosha Johnson's (together, the "Plaintiffs") Motion for Approval of Private Attorneys Gen-
4 eral Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys' Fees and
5 Costs, General Release Fee, and Settlement Administration Costs ("Motion for Approval of Settlement").
6 Lawyers *for* Justice, PC appeared for Plaintiffs and Bradley, Gmelich, & Wellerstein LLP, appeared for
7 Defendants Turner Security System, 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 *Amended* Motion for Approval of Settlement, (2)
12 the Declarations of Plaintiffs' Counsel Joanna Ghosh, Plaintiffs Sequioa Valery and Devosha Johnson, and
13 proposed Settlement Administrator Denise Islas (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 *Amended* 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. Unless otherwise specified, all citations and references to the Private Attorneys General Act
19 of 2004, California Labor Code sections 2698, *et seq.* contained within the Settlement Agreement and
20 accompanying motion papers are to the version of the PAGA statute prior to the recent amendment
21 effective July 1, 2024; the amended statute does not apply to this action, or the Settlement pursuant to
22 California Labor Code section 2699(v)(1), as amended, because the notice to the LWDA was filed prior to
23 June 19, 2024.

24 4. The Court finds that Plaintiffs have satisfied the prerequisites under PAGA, including, and
25 not limited to, providing the California Labor and Workforce Development Agency ("LWDA") and
26 Defendants with notice of the specific provisions of the California Labor Code alleged to have been
27 violated, including, and not limited to, the facts and theories to support the alleged violations, in
28 conformity with California Labor Code § 2699.3(a).

1 5. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
2 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or
3 appear in the above-captioned action (the “Action”).

4 6. The Settlement pertains to the following aggrieved employees:

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

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

9 8. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
10 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,
11 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
12 Amount shall be the Gross Settlement Amount less the approved Attorneys’ Fees and Costs to Lawyers *for*
13 Justice, PC (“Plaintiffs’ Counsel”), General Release Fee to Plaintiffs, and Settlement Administration Costs
14 to Simpluris, Inc. (the “Settlement Administrator”). Seventy-five percent (75%) of the Net Settlement
15 Amount shall be distributed to the LWDA (“LWDA Payment”) and twenty-five percent (25%) of the Net
16 Settlement Amount shall be distributed to the Aggrieved Employees (“Employees’ Portion”) in
17 accordance with this Order and Judgment and the Settlement Agreement. The Gross Settlement Amount
18 is \$535,000.00, however, pursuant to Section 8(b) of the Settlement Agreement, if
19 the actual number of Compensable Pay Periods during the PAGA Period is more than ten percent (10%)
20 above 35,981, the Gross Settlement Amount will increase on a *pro rata* basis equal to the percentage
21 increase in the number of Compensable Pay Periods of the Aggrieved Employees during the PAGA Period
22 exceeding 10%, or 39,579 Compensable Pay Periods (e.g., if the number of Compensable Pay Periods
23 increases by 11%, then the Gross Settlement Amount shall increase by 1%).

24 9. The Court has considered the Settlement, and the monetary allocations provided thereby,
25 and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the Settlement
26 Administrator to administer the Settlement and to make the payments as provided for by, and consistent
27 with, this Order and Judgment and the Settlement Agreement.

1 10. The Court approves the payment of \$203,300.00 to Plaintiffs' Counsel for attorneys' fees.
2 This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with
3 this Order and Judgment and the Settlement Agreement.

4 11. The Court approves the payment of \$11,047.64 to Plaintiffs' Counsel for reimbursement of
5 litigation costs and expenses incurred in the Action. This amount shall be paid from the Gross Settlement
6 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement
7 Agreement.

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

12 13. The Court approves payment up to the amount of \$7,000.00 to Simpluris, Inc. for payment
13 of costs and expenses of administration of the Settlement ("Settlement Administration Costs"). This
14 amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this
15 Order and Judgment and the Settlement Agreement.

16 14. The Parties are directed to perform in accordance with the terms set forth in this Order and
17 Judgment and the Settlement Agreement.

18 15. The Court further finds that notice of the Settlement need not be provided to the Aggrieved
19 Employees; however, the Court approves the Cover Letter, attached hereto as "**EXHIBIT A**," and the
20 Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time
21 that it distributes payments to Aggrieved Employees for their share of the Employees' Portion ("Individual
22 Settlement Share(s)").

23 16. Within twenty-one (21) business days after the date of the Effective Date, Defendants will
24 provide the Settlement Administrator with the Aggrieved Employee List, in accordance with this Order
25 and Judgment and the Settlement Agreement.

26 17. Within twenty-one (21) business days after the date of the Effective Date, Defendants shall
27 deposit the Gross Settlement Amount into a qualified settlement account established, by the Settlement
28

Administrator for administration of the Settlement in accordance with this Order and Judgment and the Settlement Agreement.

18. No later than fourteen (14) business days after the Settlement Administrator receives the Aggrieved Employee List and the Gross Settlement Amount, the Settlement Administrator shall distribute the LWDA Payment to the LWDA, Individual Settlement Share checks and Cover Letters to all Aggrieved Employees (together, the “PAGA Settlement Package(s)”), the General Release Fee to Plaintiffs, the Settlement Administration Costs to itself (only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees), the Attorneys’ Fees and Costs to Plaintiffs’ Counsel (unless instructed otherwise by Plaintiffs’ Counsel), as provided for by this Order and Judgment and the Settlement Agreement.

19. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid and negotiable for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with such canceled checks shall be transmitted by the Settlement Administrator to the California State Controller’s Office Unclaimed Property Division, in the name of each Aggrieved Employee whose check is canceled and in the amount(s) of their respective Individual Settlement Share(s).

20. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon the Effective Date and full funding of the Gross Settlement Amount, and except as to the rights and obligations created by the Settlement Agreement, Plaintiffs and the State of California, with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, of and from the Action and from the Released Claims.

21. “Released Parties” means Defendants, including 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 program.

22. “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.*) 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, 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 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 periods; 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.

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

24. 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).

Date: _____

Honorable Lisa Gamoian
Judge of the Superior Court

EXHIBIT A

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]**.