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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SAN DIEGO**

10 BUENAVENTURA SANTIAGO, GARY
BANUELOS, JOSHUA GARRIDO, and DUB
11 PERKINS, on behalf of themselves and all other
aggrieved employees of Defendants in the State
12 of California,

13 Plaintiffs,

14 v.

15 SECURITY INDUSTRY SPECIALISTS, INC.,
a California Corporation, and DOES 1
16 THROUGH 50, inclusive,

17 Defendants.
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Case No.: 37-2021-00045337-CU-OE-CTL

[Assigned for all purposes to the Hon. Michael T.
Smyth, Dept. C-67]

REPRESENTATIVE ACTION

**[PROPOSED] ORDER GRANTING MOTION
FOR APPROVAL OF PAGA SETTLEMENT
AND REQUEST FOR AWARD OF
ATTORNEYS' FEES, COSTS, AND
SETTLEMENT ADMINISTRATION
EXPENSES; JUDGMENT**

[IMAGED FILE]

Date: April 4, 2025
Time: 9:00 a.m.
Dept: C-67
Judge: Hon. Michael T. Smyth

[Filed concurrently herewith the Notice of Motion;
the Memorandum of Points and Authorities; the
Declarations of Hali M. Anderson, Buenaventura
Santiago, Gary Banuelos, Joshua Garrido, Dub
Perkins, Jodey Lawrence]

Complaint Filed: October 25, 2023
Trial Date: None set

On April 4, 2025 at 9:00 a.m., this matter came before the Honorable Michael T. Smyth in Department C-67 of the San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101, on Plaintiffs Buenaventura Santiago, Gary Banuelos, Joshua Garrido, and Dub Perkins' ("Plaintiffs") Motion for Approval of PAGA Settlement and Request for Award of Attorneys' Fees, Costs, and Settlement Administration Expenses ("Approval Motion"). Each party appeared at the hearing through their respective counsel of record.

Having duly considered all papers, evidence, and oral arguments in this matter to date, including Plaintiffs' Approval Motion and good cause appearing,

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

1. All the terms used herein shall have the same meaning as defined in the parties' PAGA Settlement Agreement ("Settlement" or "Settlement Agreement"). A true and correct copy of the Settlement Agreement is attached as Exhibit 1 to the Declaration of Hali M. Anderson filed in support of Plaintiffs' Approval Motion.

2. This Court has jurisdiction over the claims of the Aggrieved Employees and the State of California asserted in this proceeding and over all parties to the Action.

3. Plaintiff provided notice to the Labor and Workforce Development Agency (the "LWDA") on February 24, 2025, and is authorized to act as a private attorney general with respect to the PAGA claim being released under the terms of the Settlement. The LWDA was provided with notice of Plaintiffs' Approval Motion on March 10, 2025, and no objection has been received to the Settlement or the Approval Motion from the LWDA. Plaintiffs are ORDERED to submit this Order and Judgment to the LWDA within 10 calendar days of entry of this Order and Judgment.

4. In accordance with California Labor Code section 2699(1)(2), the Court has reviewed the Settlement Agreement. The Court APPROVES the settlement as set forth in the Settlement Agreement and the Gross Settlement Amount of \$165,000 and finds that the allocation of civil penalties for the claim under PAGA is fair, reasonable, and appropriate, considering the maximum potential value of the claims asserted and the risks inherent in further litigation.

5. The Settlement covers Plaintiffs and all Aggrieved Employees, defined as all current and former employees of Defendant who were employed as Shift Supervisors, classified as exempt, worked

1 at the locations specified in Attachment A of the Settlement Agreement, and have not entered into a
2 settlement agreement with Defendant that releases any and all claims, including all claims under the Labor
3 Code and PAGA, during the PAGA Period.

4 6. The Court has considered the authorities and evidence presented by Plaintiffs and based
5 thereon hereby approves the following awards and deductions from the Gross Settlement Amount:

- 6 • To Aggrieved Employees, \$41,250 (25% of the Gross Settlement Amount), which
7 constitutes the share of PAGA penalties recoverable by Aggrieved Employees
8 pursuant to California Labor Code section 2699(i).
- 9 • To the LWDA, \$123,750 (75% of the Gross Settlement Amount, pursuant to
10 California Labor Code section 2699(i)) less the following payments:
 - 11 ○ The Plaintiffs' counsel, GrahamHollis APC, an award of \$55,000 in
12 attorneys' fees (representing one-third of the Gross Settlement Amount) and
13 \$18,615.96 in costs. The Court finds that these amounts are fair and
14 reasonable and commensurate with applicable California law.
 - 15 ○ To Phoenix Settlement Administrators, the parties' proposed settlement
16 administrator, a payment not to exceed \$3,250, to administer the Settlement
17 through its conclusion, including disbursement of the Gross Settlement
18 Amount and all tax reporting associated herewith.

19 7. Upon entry of this Order and Judgment, the parties shall effectuate all terms of the
20 Settlement based on the provisions and timelines set forth in the Settlement Agreement.

21 8. The Action is hereby DISMISSED WITH PREJUDICE.

22 9. As of and subject to the occurrence of the Effective Date, all Aggrieved Employees are
23 deemed to release, on behalf of themselves and their respective former and present representatives, agents,
24 attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA
25 penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the
26 Operative Complaint and the PAGA Notices, including claims for Defendant's alleged: (1)
27 misclassification of employees as exempt; (2) failure to provide compliant meal periods; (3) failure to
28 authorize and permit off-duty paid rest periods; (4) failure to pay all minimum and regular wages for all

1 hours worked; (5) failure to pay all overtime wages; (6) failure to maintain accurate records; (7) failure to
2 provide accurate itemized wage statements; and (8) failure to timely pay all wages due during and upon
3 separation of employment.

4 10. In addition to the above release, upon entry of this Order and Judgment, Plaintiffs release
5 any and all known and unknown claims as to the Released Parties in accordance with the Settlement
6 Agreement.

7 11. It is ORDERED that Plaintiffs and all Aggrieved Employees shall be prohibited and
8 permanently enjoined from pursuing, in any fashion, the PAGA Released Claims against any of the
9 Released Parties.

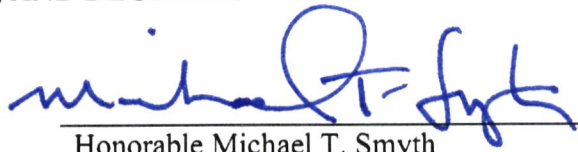
10 12. Nothing in this Order and Judgment or the Settlement shall be construed as an admission
11 or concession by any party. The Settlement and this resulting Order and Judgment only represent a
12 compromise of disputed allegations.

13 13. In accordance with California Code of Civil Procedure section 664.6 and California Rules
14 of Court, Rule 3.769, this document shall constitute a final judgment and this Court shall retain exclusive
15 and continuing jurisdiction over the Action, the parties, and the Aggrieved Employees for purposes of
16 addressing (a) the interpretation and enforcement of the terms of the Settlement Agreement; (b) matters
17 relating to the administration of the Settlement; and/or (c) such post-judgment matters as may be
18 appropriate under Court rules or as set forth in the Agreement.

19 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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21 Dated:

april 7, 2025



Honorable Michael T. Smyth
Judge of the Superior Court