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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

THOMAS BROWN and ANTHONY DOSS,
individually, on behalf of all others similarly
situated, and on behalf of the State of California
and other aggrieved persons,

Plaintiffs,

v.

FIDELITY SECURITY SERVICES, INC., a
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 21STCV31617

CLASS & REPRESENTATIVE ACTION

*[Assigned for all purposes to: Hon. Stuart M.
Rice, Dept. 1]*

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

*[Filed concurrently with: Plaintiffs' Notice of
Motion and Motion for Preliminary Approval
of Class Action Settlement, Memorandum of
Points and Authorities; Declaration of Justin F.
Marquez; Declaration of Harout Messrelian;
Declaration of Plaintiff Thomas Brown;
Declaration of Plaintiff Anthony Doss;
Declaration of Sean Hartranft; Declaration of
Howard M. Knee; and Declaration of
Ahmadshah Ahmadi]*

PRELIMINARY APPROVAL HEARING

Date: October 22, 2024

Time: 10:30 a.m.

Dept: 1

Complaint filed: August 26, 2021

FAC filed: May 29, 2024

Trial date: Not set

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Attorneys for Plaintiff Anthony Doss

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2 The Court has before it Plaintiffs Thomas Brown and Anthony Doss’ (collectively,
3 “Plaintiffs”) Motion for Preliminary Approval of Class Action Settlement. Having reviewed
4 the Motion for Preliminary Approval of Class Action Settlement, the Declarations of Justin F.
5 Marquez, Harout Messrelian, Plaintiff Thomas Brown, Plaintiff Anthony Doss, Sean Hartranft,
6 Howard M. Knee, and Ahmadshah Ahmadi, and the Class Action and PAGA Settlement
7 Agreement and Class Notice (which is referred to here as the “Settlement Agreement”), and
8 good cause appearing, the Court hereby finds and orders as follows:

9 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
10 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
11 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
12 the terms set forth in the Settlement Agreement between Plaintiffs and Defendant Fidelity
13 Security Services, Inc. (“Defendant,” and together with Plaintiffs, the “Parties”), attached to the
14 Declaration of Justin F. Marquez in Support of Plaintiffs’ Motion for Preliminary Approval of
15 Class Action Settlement as Exhibit 1.

16 2. The Settlement falls within the range of reasonableness of a settlement which
17 could ultimately be given final approval by this Court, and appears to be presumptively valid,
18 subject only to any objections that may be raised at the Final Approval Hearing and final
19 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
20 \$222,500.00 to cover (a) settlement payments to class members who do not validly opt out; (b)
21 a \$5,000.00 payment to Plaintiff Doss for the settlement of his individual wage and hour claims;
22 (c) a \$15,000.00 payment to the State of California, Labor & Workforce Development Agency
23 (“LWDA”) for its share of the settlement of claims for penalties under the Private Attorneys
24 General Act (“PAGA”), with 75% of which (\$11,250.00) being paid to the LWDA and 25%
25 (\$3,750.00) being paid to eligible Aggrieved Employees; (d) Class Representative service
26 payments of up to \$10,000.00 for Plaintiff Brown and \$5,000.00 for Plaintiff Doss; (e) Class
27 Counsel’s attorneys’ fees, not to exceed 33.333333% of the Gross Settlement Amount
28 (\$74,166.67), and costs incurred by Class Counsel, up to \$20,000.00; and (f) Settlement

Administration Costs of up to \$9,500.00.

3. The Court preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure § 382 and applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair and reasonable to the class members when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues, and potential appeals; (2) significant informal discovery, investigation, research, and litigation have been conducted such that counsel for the Parties at this time are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented by the further prosecution of the litigation; and (4) the proposed settlement has been reached as the result of intensive, serious, and non-collusive negotiations between the Parties with the assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds that the Settlement Agreement was entered into in good faith.

4. A final fairness hearing on the question of whether the proposed settlement, attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement of claims for penalties under the PAGA, and the enhancement awards should be finally approved as fair, reasonable and adequate as to the members of the class is hereby set in accordance with the Implementation Schedule set forth below.

5. The Court provisionally certifies for settlement purposes only the following class (the "Settlement Class"): "a person employed by Defendant in California and classified as non-exempt who worked for Defendant during the Class Period."

6. "Class Period" means the period from March 1, 2017 to July 14, 2023.

7. "PAGA Period" means the period from December 19, 2019 to July 14, 2023.

8. The Court finds, for settlement purposes only, that the Settlement Class meets the requirements for certification under California Code of Civil Procedure § 382 in that: (1) the Settlement Class Members are so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to all Settlement Class Members, which predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the

Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect the interests of the Settlement Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

9. The Court appoints as Class Representatives, for settlement purposes only, Plaintiffs Brown and Doss. The Court further preliminarily approves Plaintiffs' ability to request incentive awards of up to \$10,000.00 for Plaintiff Brown and \$5,000.00 for Plaintiff Doss.

10. The Court appoints, for settlement purposes only, Justin F. Marquez and Arrash T. Fattahi of Wilshire Law Firm, PLC and Harout Messrelian of Messrelian Law, Inc. as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to 33.333333% of the Total Settlement Amount (\$74,166.67), and costs not to exceed \$20,000.00.

11. The Court appoints Apex Class Action, LLC as the Settlement Administrator with reasonable administration costs estimated not to exceed \$9,500.00.

12. The Court approves, as to form and content the Class Notice, attached to the Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the Notice to Settlement Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

13. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

14. Any class member who does not timely and validly request exclusion from the settlement may object to the Settlement Agreement.

15. The Court orders the following Implementation Schedule:

Defendant to provide Class List to the Settlement Administrator	Within 15 days after the Court' grants Preliminary Approval of the Settlement
Settlement Administrator to mail the Notice	Within 14 days after receipt of the Class List

Packets	from the Defendant
Response Deadline / Deadline to Provide Written Objections, if any	60 days after Notice is mailed out by the Settlement Administrator with an additional 14 days if the Class Notice is remailed to a Class Member
Deadline to file Motion for Final Approval, Request for Attorney's Fees and Costs, and Service Awards to Plaintiffs	16 court days before hearing on Motion for Final Approval, which is _____;
Final Approval Hearing	_____ at _____ a.m./p.m. in Department 1. The hearing may be continued to another date without further notice to the Class Members.

16. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATE:

Hon. Stuart M. Rice
Los Angeles County Superior Court

PROOF OF SERVICE

Brown, et al. v. Fidelity Security Services, Inc., et al.
21STCV31617

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Ashley Narinyans, am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to this action. My business address is 3055 Wilshire Blvd., 12th Fl., Los Angeles, California 90010. My electronic service address is ashley.narinyans@wilshirelawfirm.com.

On June 28, 2024, I served the foregoing **[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Howard M. Knee (SBN 55048)
howard.knee@blankrome.com
Taylor C. Morosco (SBN 316401)
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BLANK ROME LLP
2029 Century Park East, 6th Floor
Los Angeles, California 90067
Telephone: (424) 239-3400
Facsimile: (424) 389-7048

Attorneys for Defendant

(X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE**.

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500 N. Central Ave., Suite 840
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Attorneys for Plaintiff Anthony Doss

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

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1 I declare under penalty of perjury under the laws of the State of California that the foregoing
is true and correct.

2 Executed this **June 28, 2024**, at Los Angeles, California.

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Ashley Narinyans