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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]

**FURTHER AMENDED [~~PROPOSED~~]
JUDGMENT AND ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Complaint filed: August 26, 2021
FAC filed: May 29, 2024
Trial date: Not set

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8 Attorneys for Plaintiff Anthony Doss

1 On or around August 16, 2024, this Court issued an Order Granting Plaintiffs' Motion for
2 Preliminary Approval of Class Action Settlement. Plaintiffs Thomas Brown and Anthony Doss
3 (collectively, "Plaintiffs") now seek an order granting final approval of the Class Action and PAGA
4 Settlement Agreement and Class Notice ("Settlement" or "Settlement Agreement"). The Settlement
5 Agreement is attached to the Declaration of Arrash T. Fattahi in Support of Plaintiffs' Motion for
6 Final Approval of Class Action Settlement as **Exhibit 1**.

7 Due and adequate notice having been given to the Class, and the Court having reviewed and
8 considered the Settlement, Plaintiffs' Notice of Motion and Motion for Final Approval of Class
9 Action Settlement, the supporting declarations and exhibits thereto, all papers filed and proceedings
10 had herein, and the absence of any written objections received regarding the Settlement, and having
11 reviewed the record in this action, and good cause appearing therefor,

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

13 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
14 Settlement filed in this case.

15 2. The Court has jurisdiction over all claims asserted in the action, Plaintiffs, the
16 Settlement Class Members, and Defendant Fidelity Security Services, Inc. ("Defendant," and
17 collectively with Plaintiffs, the "Parties").

18 3. The Court finds that the Settlement Agreement appears to be fair, adequate, and
19 reasonable and therefore meets the requirements for final approval. The Court grants final approval
20 of the Settlement and the Settlement Class based upon the terms set forth in the Settlement
21 Agreement, attached to the Declaration of Arrash T. Fattahi in Support of Plaintiffs' Motion for Final
22 Approval of Class Action Settlement as **Exhibit 1**.

23 4. The Court finds that the Settlement appears to have been made and entered into in
24 good faith and hereby approves the Settlement subject to the limitations on the requested fees and
25 enhancement as set forth below.

26 5. Plaintiffs and all Participating Class Members shall have, by operation of this Final
27 Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendant
28 from all Released Claims as defined in the Settlement.

1 6. All Participating Class Members, on behalf of themselves and their respective
2 former and present representatives, agents, attorneys, heirs, administrators, successors, and
3 assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have
4 been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in
5 the course of the Action including. Except as set forth in Section 6.3 of the Settlement Agreement,
6 Participating Class Members do not release any other claims, including claims for vested benefits,
7 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
8 insurance, disability, social security, workers' compensation, or claims based on facts occurring
9 outside the Class Period.

10 7. All Non-Participating Class Members who are Aggrieved Employees are deemed to
11 release, on behalf of themselves and their respective former and present representatives, agents,
12 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for
13 Private Attorneys General Act ("PAGA") penalties that were alleged, or reasonably could have
14 been alleged, based on the PAGA Period facts stated in the Operative Complaint and Plaintiffs'
15 PAGA Notices, and ascertained in the course of the Action.

16 8. Upon final approval of the Settlement by the Court, Participating Class Members will
17 release the aforementioned claims (paragraph 6) against all Released Parties.

18 9. The Parties shall bear their own respective attorneys' fees and costs, except as
19 otherwise provided for in the Settlement and approved by the Court.

20 10. Solely for purposes of effectuating the Settlement, the Court finally certified the
21 following Class – a person employed by Defendant in California and classified as non-exempt
22 who worked for Defendant during the Class Period.

23 11. No Class Member has objected to the terms of the Settlement.

24 12. No Class Member has requested exclusion from the Settlement.

25 13. The Notice provided to the Class conforms with the requirements of California Rules
26 of Court, Rules 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,
27 by providing individual notice to all Class Members who could be identified through reasonable
28 effort, and by providing due and adequate notice of the proceedings and of the matters set forth

therein to the Class Members. The Notice fully satisfies the requirements of due process.

14. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the methodology used to calculate and pay each Participating Class Member's Net Settlement Payment are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement Payments to the Participating Class Members in accordance with the terms of the Settlement.

15. Defendant shall pay a total of \$222,500.00 to resolve this litigation and to separately pay any and all employer payroll taxes owed on the Wage Portions of the individual class payments.

16. From the Gross Settlement Amount, \$11,250.00 shall be paid to the California Labor & Workforce Development Agency, representing 75% of the PAGA penalties awarded under the terms of the Class Action and PAGA Settlement Agreement and Class Notice, pursuant to the PAGA.

17. From the Gross Settlement Amount, \$7,500.00 shall be paid to Plaintiff Brown and \$5,000.00 to Plaintiff Doss for their services as the class representatives and for their agreement to generally release claims.

18. From the Gross Settlement Amount, \$9,500.00 shall be paid to the Settlement Administrator, Apex Class Action, LLC ("Apex").

19. The Court hereby confirms Arrash T. Fattahi of Wilshire Law Firm, PLC and Harout Messrelian of Messrelian Law, Inc. as Class Counsel.

20. From the Gross Settlement Amount, Class Counsel is awarded \$74,166.67 for their reasonable attorneys' fees and \$17,613.89 for their reasonable costs incurred in the action. The fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that the fees are reasonable in light of the benefit provided to the Class.

Settlement Amount Allocation	
Gross Settlement Amount	\$222,500.00
Class Counsel Attorneys Fees'	\$74,166.67
Class Counsel Costs	\$17,613.89
Enhancement Awards	\$12,500
Settlement Administration Fees	\$9,500

PAGA Allocation	\$15,000
Net Settlement Amount	\$93,719.44

21. Without affecting the finality of this Order in any way, this Court retains continuing jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect to all Parties to this action, and their counsel of record.

22. Plaintiffs' Motion for Final Approval of Class Action Settlement is hereby granted and the Court directs that judgment shall be entered in accordance with the terms of this Order.

23. Defendant shall fund the Settlement in accordance with the following payment schedule:

- i. \$25,000.00 will be sent to the Settlement Administrator on or by April 30, 2025;
- ii. \$36,875 will be sent to the Settlement Administrator on or by June 30, 2025;
- iii. \$36,875 will be sent to the Settlement Administrator on or by August 31, 2025;
- iv. \$36,875 will be sent to the Settlement Administrator on or by October 31, 2025; and
- v. \$36,875 will be sent to the Settlement Administrator on or by December 31, 2025.

24. The Settlement Administrator shall issue payments to the class members within 14 calendar days of December 31, 2025. Plaintiffs shall be paid their class representative enhancement awards by May 16, 2025.

25. A Non-Appearance Case Review Re: Final Report is set for October 30, 2026 at 4:00 p.m.

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26. In the event Defendant fails to fund the Settlement in accordance with the payment schedule described above, Defendant's owner, Ahmadi Ahmadshah, will be added as a debtor to the action.

IT IS SO ORDERED.

DATE: May 5, 2025



A. M. Rice

Stuart M. Rice / Judge
Hon. Stuart M. Rice
Los Angeles County Superior Court