

**FILED**  
San Francisco County Superior Court



OCT 25 2023

CLERK OF THE COURT  
BY: Atulika Ghosh  
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO  
DEPARTMENT 304

LESLIE SUAREZ, individually and on  
behalf of all others similarly situated,

Plaintiff,

vs.

INTEGRATED SECURITY SERVICES,  
INC.; and DOES 1 through 20, inclusive,

Defendants.

Case No. CGC-21-596612  
[Related to Case No. CGC-22-597580]

ORDER GRANTING FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT

1 This matter came on for hearing on October 13, 2023 at 11:00 a.m., in Department 304  
2 of the above-captioned Court on Plaintiff's unopposed Motion for Final Approval of Class Action  
3 Settlement pursuant to California Rules of Court, rule 3.769, this Court's Order Granting  
4 Preliminary Approval filed June 30, 2023, and the Joint Stipulation of Settlement ("Settlement  
5 Agreement" or "Settlement").<sup>1</sup>

6 Having received and considered the Settlement Agreement, the supporting papers filed by  
7 the Parties, and the evidence and argument received by the Court in conjunction with Plaintiff's  
8 Motion for Final Approval, the Court grants final approval of the Settlement and HEREBY  
9 ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

10 1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent to  
11 each Settlement Class Member by first-class mail. The Notice Packet informed the Settlement  
12 Class of the terms of the Settlement, their right to receive an Individual Settlement Payment, their  
13 right (a) to comment on or object to the Settlement, (b) to request exclusion from the Settlement  
14 and pursue their own remedies, and (c) of their right to appear in person or by counsel at the final  
15 approval hearing and to be heard regarding approval of the Settlement. Adequate periods of time  
16 were provided by each of these procedures.

17 2. In response to the Notice, no member of the Class filed a written objection to the  
18 Settlement or appeared at the final approval hearing. No member of the Class requested to be  
19 excluded from the Settlement.

20 3. The Court finds and determines that the notice procedure afforded adequate  
21 protections to Settlement Class Members and provides the basis for the Court to make an informed  
22 decision regarding approval of the Settlement based on the response from the Settlement Class.  
23 The Court finds and determines that the notice provided was the best notice practicable under the  
24 circumstances, which satisfies the requirements of due process.

25  
26  
27  
28 <sup>1</sup> "Settlement Agreement" or "Settlement" refers to the Amended Joint Stipulation of Class and  
Representative PAGA Action Settlement attached as Exhibit 1 to the Second Supplemental  
Declaration of Alexander G.L. Davies filed June 30, 2023.

1           4.       With respect to the Settlement Class and for purposes of approving this Settlement  
2 only, the Court finds and concludes that: (a) the members of the Settlement Class are ascertainable  
3 and so numerous that joinder of all members is impracticable; (b) there are questions of law or  
4 fact common to the Settlement Class, and there is a well-defined community of interest among  
5 members of the Settlement Class with respect to the subject matter of the Action; (c) the claims  
6 of Class Representative Leslie Suarez are typical of the claims of the members of the Settlement  
7 Class; (d) the Class Representative has fairly and adequately protected the interests of the  
8 members of the Settlement Class; (e) a class action is superior to other available methods for an  
9 efficient adjudication of this controversy; and (f) Class Counsel, are qualified to serve as counsel  
10 for Plaintiff in their individual and representative capacities for the Class.

11           5.       For settlement purposes only, the Court hereby certifies the following class  
12 pursuant to Code of Civil Procedure section 382: all current and former non-exempt employees  
13 who are or were employed by Defendant in California at any time from May 8, 2017 through  
14 January 15, 2023.

15           6.       The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

16           7.       The Court hereby confirms Plaintiff Leslie Suarez as the Class Representative.

17           8.       The Court finds and determines that the terms set forth in the Settlement  
18 Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement  
19 according to its terms, having found that the Settlement was reached as a result of informed and  
20 non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds  
21 that the Parties conducted extensive investigation, research, and discovery and that their attorneys  
22 were able to reasonably evaluate their respective positions. The Court has reviewed the monetary  
23 recovery provided as part of the Settlement and recognizes the significant value accorded to the  
24 Class.

25           9.       The Court further finds and determines that the terms of the Settlement are fair,  
26 reasonable and adequate to the Settlement Class and to each Settlement Class Member and that  
27 the Settlement is ordered finally approved, and that all terms and provisions of the Settlement  
28 should be and are hereby ordered to be consummated.

1           10.     The Court hereby approves the Gross Settlement Amount of \$355,000.00.

2           11.     The Court finds and determines that the Individual Settlement Payments to be paid  
3 to participating Settlement Class Members as provided for by the Settlement are fair and  
4 reasonable. The Court hereby orders payment to the participating Settlement Class Members in  
5 accordance with the Settlement Agreement.

6           12.     The Court finds and determines that payment to the California Labor and  
7 Workforce Development Agency ("LWDA") of \$9,000.00 as its share of the settlement of civil  
8 penalties in this case is fair, reasonable, and appropriate. The Court hereby gives final approval  
9 to and orders payment in accordance with the Settlement Agreement.

10          13.     The Court finds and determines that the fees and expenses in administering the  
11 Settlement incurred by ILYM Group, Inc. in the amount of \$5,850.00 are fair and reasonable.  
12 The Court hereby gives final approval to and orders payment in accordance with the Settlement  
13 Agreement.

14          14.     The Court finds and determines the Class Representative Enhancement Award  
15 of \$3,500 for Plaintiff is fair and reasonable. The Court hereby orders the Administrator to  
16 make this payment to the Plaintiff/Class Representative in accordance with the terms of the  
17 Settlement Agreement.

18          15.     Pursuant to the terms of the Settlement, and the authorities, evidence and  
19 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees  
20 in the sum of \$118,333.33 and litigation costs of \$8,935.17. The Court finds such amounts to  
21 be fair and reasonable. The Court hereby orders the Settlement Administrator to make these  
22 payments in accordance with the terms of the Settlement Agreement.

23          16.     Without affecting the finality of this Order or the entry of judgment in any way,  
24 the Court retains jurisdiction of all matters relating to the interpretation, administration,  
25 implementation, effectuation, and enforcement of this Order and the Settlement Agreement.

26          17.     Neither Defendant nor any related persons or entities shall have any further  
27 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability,  
28 except as provided for by the Settlement Agreement.

1           18.     Neither the making of the Settlement Agreement nor the entry into the Settlement  
2 Agreement constitutes an admission by Defendant, nor is this order a finding of the validity of  
3 any claims in this case or of any other wrongdoing. Further, the Settlement Agreement is not a  
4 concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any  
5 entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement  
6 be construed as an admission or concession by or against Defendant or any related person or  
7 entity.

8           19.     Nothing in this order shall preclude any action to enforce the Parties' obligations  
9 under the Settlement or under this Order.

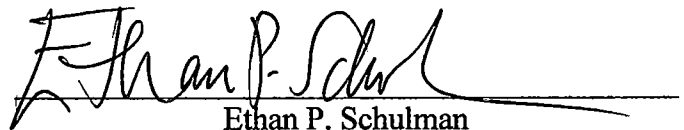
10          20.     A Status Conference regarding settlement distribution is set for May 17, 2024 at  
11 11:00 a.m. in Department 304. A status report, accompanied by an admissible evidentiary  
12 declaration, shall be filed no later than five court days prior to the Status Conference. The status  
13 report must include the number of uncashed checks following settlement distribution and the  
14 total amount of residual funds to be paid to the State Controller's Office Unclaimed Property  
15 Fund.

16          21.     The Parties shall bear their own costs and attorneys' fees, except as otherwise  
17 provided by this Order.

18          22.     Plaintiff shall submit a copy of this Order to the LWDA within ten (10) days after  
19 entry pursuant to Labor Code section 2699(1)(3).

20                 IT IS SO ORDERED.

21                 Dated: October 25, 2023



Ethan P. Schulman  
Judge of the Superior Court

**CERTIFICATE OF ELECTRONIC SERVICE**  
(CCP 1010.6(6) & CRC 2.260(g))

I, Felicia Green, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On October 25, 2023, I electronically served ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: OCT 25 2023

Brandon E. Riley, Court Executive Officer

By:   
Felicia Green, Deputy Clerk