

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

Central
330 W. Broadway
San Diego CA 92101

SHORT TITLE: ARREDONDO JR VS PINKERTON CONSULTING & INVESTIGATIONS INC [IMAGED]**CLERK'S CERTIFICATE OF SERVICE BY MAIL**

CASE NUMBER:
37-2022-00025166-CU-OE-CTL

I certify that I am not a party to this cause. I certify that a true copy of minute order dated 02/14/2025 was mailed following standard court practices in a sealed envelope with postage fully prepaid, addressed as indicated below. The mailing and this certification occurred at San Diego, California on 02/20/2025.

Clerk of the Court, by: V. Contreras, Deputy

MICHELLE C FREEMAN
456 MONTGOMERY ST 2200
SAN FRANCISCO CA 94104

ALLISON E SCHUBERT
3555 FIFTH AVE 200
SAN DIEGO CA 92103

CLERK'S CERTIFICATE OF SERVICE BY MAIL

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN DIEGO
CENTRAL**

MINUTE ORDER

DATE: 02/14/2025

TIME: 9:30 AM

DEPT: C-71

JUDICIAL OFFICER: GREGORY W. POLLACK

CLERK: Blanca Delgado; Valeria Contreras

REPORTER/ERM:

BAILIFF/COURT ATTENDANT: D. DiValerio

CASE NO: **37-2022-00025166-CU-OE-CTL** CASE INIT.DATE: 06/27/2022

CASE TITLE: **Arredondo Jr vs Pinkerton Consulting & Investigations Inc [IMAGED]**

CASE CATEGORY: Civil CASE TYPE: (U)Other Employment

HEARING TYPE: Motion Hearing

MOVING PARTY:

APPEARANCES

Allison E Schubert, Attorney for Plaintiff(s), present via remote video appearance.

MICHELLE C FREEMAN, Attorney for Defendant Pinkerton Consulting & Investigations Inc, present via remote video appearance.

The Court orally advises counsel of its tentative ruling. There is no oral argument by counsel. The Court (1) makes the following Order, (2) enters the date of this hearing for the following Order, and (3) gives Notice of Entry of the following Order:

The Court rules on the motion for final approval of class and PAGA action settlement and request for award of attorneys' fees, costs, and service awards as follows:

This unopposed motion is granted for the reasons stated below.

The terms of the settlement are as follows: Defendant Pinkerton & Consulting Investigations, Inc.'s (Defendant) will pay a gross settlement of \$1,350,000.00 to the class, which includes attorneys' fees and costs, settlement administration costs, a representative enhancement and PAGA payments to the LWDA and the class. (Reese Dec., ¶¶29.) The estimated net settlement is \$820,839.23. (*Ibid.*)

There have been no objections and 2 opt outs. (Rovertoni Dec., ¶¶11-12.)

Legal Standard. When faced with a motion for final approval of a class action settlement, a court's inquiry is whether the settlement is "fair, adequate and reasonable." (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 fn. 7 (hereafter *Dunk*)). California strongly favors settlements. (*Western Steamship Lines, Inc. v. San Pedro Peninsula Hosp.* (1994) 8 Cal.4th 100, 110.)

The presumption of fairness exists where, as here “(1) the settlement is reached through arm’s length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation, and (4) the percentage of objectors is small. (*Dunk, supra*, 48 Cal.App.4th at p. 1802.)

The factors that courts routinely consider in reviewing a proposed settlement are: (1) the strength of the plaintiffs’ case, (2) the risk, complexity, length, and expense of continued litigation, (3) the risk of maintaining class action status through trial, (4) the amount offered in settlement, (5) the stage of the proceedings and the amount of discovery already undertaken at the time of the settlement, (6) the experience and views of counsel, and (7) the reaction of the class members to the proposed settlement. (*7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1166-1167.)

Here, Plaintiffs Mario Arredondo Jr. and Miguel Rivera’s (collectively Plaintiffs) presented evidence establishing that the settlement is fair and adequate. (Reese Dec., ¶¶35-36.) The parties engaged in arm’s length negotiations and investigation. (*Id.*, at ¶¶26-27.) Finally, counsel for Plaintiff is experienced and skilled in class actions. (*Id.*, at ¶61.)

In addition, Defendant does not oppose the following proposed payments: (1) Class representative payment of \$7,500.00 for each of the Plaintiffs, (2) attorney fees and litigation costs of \$450,000.00 and \$17,170.77, respectively, (3) claims administration costs of \$6,990.00, and (4) LWDA penalties totaling \$40,000.00. (Rovertoni Dec., ¶14.)

The Court signs the proposed order

IT IS SO ORDERED.

Gregory W. Pollack

Judge Gregory W. Pollack

FILED
Clerk of the Superior Court

FEB 14 2025

By: V. Contreras, Deputy

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

MARIO ARREDONDO JR. and MIGUEL
RIVERA, as individuals, on behalf of
themselves and all other similarly situated and/or
aggrieved employees of Defendants,

Plaintiffs,

v.

PINKERTON CONSULTING &
INVESTIGATIONS INC., a Delaware
corporation authorized to do business in
California; and DOES 1 through 50, inclusive,

Defendant.

Case No.: 37-2022-00025166-CU-OE-CTL

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT AND REQUEST
FOR AWARD OF ATTORNEYS' FEES,
COSTS, AND SERVICE AWARDS; AND
JUDGMENT**

[IMAGED FILE]

DATE: February 14, 2025
TIME: 9:30 am
DEPT.: C-71
JUDGE: Hon. Gregory W. Pollack

Complaint Filed: June 27, 2022
FAC Filed: June 4, 2024
Trial Date: None Set

*[Filed concurrently with Notice of Motion,
Memorandum of Points and Authorities, and the
Declarations of Nathan J. Reese, Mario
Arredondo Jr., Miguel Rivera, and Katherine
Rovertoni of Apex Class Action, LLC]*

1 This matter came before the Honorable Gregory W. Pollack in Department C-71 of the Superior
2 Court of the State of California, in and for the County of San Diego, on February 14, 2025 at 9:30 a.m.,
3 on Plaintiffs Mario Arredondo, Jr. and Miguel Rivera's ("Plaintiffs") Motion for Final Approval of Class
4 and PAGA Action Settlement and Request for Award of Attorneys' Fees, Costs, and Service Awards
5 ("Plaintiffs' Motion for Final Approval"), pursuant to California Rules of Court, Rule 3.769 and Labor
6 Code section 2698 *et seq.*

7 On September 13, 2024, the Court granted Plaintiffs' Motion for Preliminary Approval of Class
8 and PAGA Action Settlement and entered an Order in accordance therewith.

9 Having duly considered all papers, evidence, and oral arguments in this matter to date, including
10 Plaintiffs' Motion for Final Approval and good cause appearing, the Court hereby **ORDERS AS**
11 **FOLLOWS:**

12 1. This Order shall incorporate the parties' Stipulation of Class Action and PAGA
13 Representative Action Settlement and Release ("Settlement Agreement") and to the extent that the terms
14 are defined in the Settlement Agreement, all defined terms contained herein shall have the same meaning
15 as set forth in the Settlement Agreement. The Settlement Agreement is attached hereto as Exhibit A.

16 2. This Court has jurisdiction over the claims asserted in this Action and personal jurisdiction
17 over Plaintiffs, Defendant, the Settlement Class Members, and the PAGA Employees, as defined in the
18 Settlement Agreement.

19 3. This Court finds that the applicable requirements of the California Code of Civil Procedure
20 section 382 and California Rules of Court, Rule 3.769, have been satisfied with respect to the Settlement
21 Class Members and the Settlement. The Court makes final its earlier provisional certification of the
22 following Class and Subclass for the purposes of settlement only:

23 Settlement Class: All employees employed by Defendant in California from
24 April 23, 2021 to May 12, 2024 who worked in the following job titles:
25 Emergency Response Agent; Executive Protection Agent; Executive
26 Protection Driver; Executive Security Agent; Lead Agent; Patrol Agent;
Residential Surveillance Agent; Security Agent; Executive Driver; Lead
Executive Driver; Lead Security Driver; and Security Driver.

27 Waiting Time Penalties Subclass: All members of the Settlement Class
28 whose employment with Defendant ended at any time from April 23, 2021
to May 12, 2024.

1 4. The Court also confirms the following appointments: Plaintiffs Mario Arredondo, Jr. and
2 Miguel Rivera as the Class Representatives; GrahamHollis APC as Class Counsel; and Apex Class Action,
3 LLC as the Settlement Administrator.

4 5. The Court finds that the Court Approved Notice of Class and PAGA Settlement and
5 Hearing Date for Final Court Approval ("Class Notice") that was approved on September 13, 2024 and
6 transmitted to the Settlement Class Members fully and accurately informed them of all material elements
7 of the Settlement, including their opportunity to request exclusion from the Settlement or object to the
8 Settlement (notwithstanding the PAGA portion of the Settlement), was the best notice practicable under
9 the circumstances; was valid, due, and sufficient notice to all Settlement Class Members; and complied
10 fully with the laws of the state of California, the United States Constitution, due process, rule 3.766 of the
11 California Rules of Court, and all other applicable laws.

12 6. Based on the Declaration of Katherine Rovertoni of Apex Class Action, LLC, the Court
13 finds that there were no objections to the Settlement and only two individuals submitted valid and timely
14 requests for exclusion and will be excluded from the Settlement Class. These individuals will not be bound
15 by the Settlement and will not receive any portion of the Net Settlement Fund.

16 7. In accordance with California law, the Court hereby GRANTS final approval of the
17 Settlement and finds it fair, reasonable, and adequate, and in the best interest of the Settlement Class
18 Members as a whole. Specifically, the Court finds that the Settlement is the result of serious, informed,
19 adversarial, and arm's-length negotiations between the parties and that the terms of the Settlement are, in
20 all respects, fair, adequate, and reasonable. In so finding, the Court has considered all the evidence
21 presented, including evidence regarding the strength of Plaintiffs' case; the risks, expense, and complexity
22 of claims presented; the likely duration of further litigation; the amount offered in the Settlement; the
23 extent of investigation and discovery completed; and the experience and views of Class Counsel. The
24 Court ORDERS and directs that the Settlement be effectuated in accordance with the Settlement
25 Agreement and the following terms and conditions.

26 8. The Court finds that a full opportunity has been afforded to the Settlement Class Members
27 to participate in the hearing on Plaintiffs' Motion for Final Approval, and all Settlement Class Members
28 and other persons wishing to be heard, have been heard. The Settlement Class Members have had a full

1 and fair opportunity to exclude themselves from the Settlement. Therefore, the Court ORDERS that,
2 pursuant to the Settlement Agreement, upon full payment by Defendant of the Gross Settlement Sum to
3 the Administrator as well as the employer's share of taxes necessary to effectuate the Settlement, Plaintiffs
4 and all Settlement Class Members shall release the Released Parties of any and all claims and damages
5 arising from any of the facts alleged in operative Complaint during the Class Release Period for damages
6 or that could have been raised in the operative Complaint, including alleged violation of the California
7 Business and Professions Code sections 17200, *et seq.* for, inter alia, failure to pay overtime and minimum
8 wages, pay all regular rate wages due, provide meal and rest periods and associated premium payments,
9 timely pay of wages during employment and upon termination, provide compliant wage statements,
10 maintain complete and accurate payroll records, reimburse business expenses, and alleged unfair business
11 practices stemming from these alleged Labor Code violations ("Class Released Claims"). The Class
12 Release Period is the period of June 27, 2018 to May 12, 2024.

13 9. The Court further ORDERS that, pursuant to the Settlement Agreement, upon full payment
14 by Defendant of the Gross Settlement Sum to the Administrator as well as the employer's share of taxes
15 necessary to effectuate the Settlement, Plaintiffs, all PAGA Employees, and the State of California
16 (through Plaintiffs as Private Attorneys General) shall release the Released Parties from any and all claims
17 for penalties under PAGA during the PAGA Period that were or could have been alleged in the Action
18 based on the facts or claims alleged in any version of the complaint. The PAGA Period is the period from
19 April 23, 2021 to May 12, 2024.

20 10. It is ORDERED that Settlement Class Members shall be prohibited and permanently
21 enjoined from pursuing in any fashion the Class Released Claims against the Released Parties.

22 11. It is ORDERED that PAGA Employees and the State of California (through Plaintiffs as
23 Private Attorneys General) shall be prohibited and permanently enjoined from pursuing in any fashion the
24 PAGA Released Claims against the Released Parties.

25 12. Defendant is ORDERED to fund the Gross Settlement Sum of \$1,350,000. Defendant is
26 further ORDERED to deposit the Gross Settlement Sum, plus the employer's share of payroll taxes, into
27 a Qualified Settlement Fund with the Settlement Administrator within 60 calendar days after entry of
28 judgment.

1 13. The Settlement Administrator, Apex Class Action, LLC, is ORDERED to distribute the
2 Gross Settlement Sum in accordance with the Settlement Agreement.

3 14. In accordance with Labor Code section 2699(l)(2), the Court has reviewed the Settlement
4 Agreement as it relates to the allocation of civil penalties under PAGA. The Court finds that the PAGA
5 Payment of \$40,000 for claims under the PAGA is fair, reasonable, and appropriate. The Court GRANTS
6 approval of the PAGA Payment of \$40,000 towards claims under the PAGA.

7 15. The Court ORDERS that \$30,000 (75% of \$40,000) of the PAGA Payment be paid to the
8 California Labor and Workforce Development Agency ("LWDA"), as required by statute.

9 16. The Court ORDERS that \$10,000 (25% of \$40,000) of the PAGA Payment be allocated to
10 the PAGA Employee Allocation and distributed to PAGA Employees, as defined by the Settlement
11 Agreement.

12 17. The Court ORDERS that the amount remaining in the Net Settlement Fund, estimated to
13 be \$820,839.23, be issued to the Settlement Class Members based on the number of workweeks worked
14 during the Class Release Period, as defined by the Settlement Agreement. Waiting Time Penalty Subclass
15 Members will be credited with four (4) additional compensable workweeks.

16 18. The Court finds that the requested Service Award of \$7,500 to named Plaintiffs
17 Mario Arredondo, Jr. and Miguel Rivera is fair and reasonable for the work performed and the risks
18 associated with bringing this action. The Court awards and thus ORDERS that the Settlement
19 Administrator issue a Service Award to Plaintiffs in the amount of \$7,500 each. The Service Awards are
20 in addition to any payment Plaintiffs are entitled to under the Settlement.

21 19. The Court finds that Class Counsel's request for attorneys' fees in the amount of
22 \$450,000.00 falls within the range of reasonableness and is justified by the result achieved. The Court
23 awards and therefore ORDERS that the Settlement Administrator issue attorney's fees in the amount of
24 \$450,000.00 to GrahamHollis APC.

25 20. The Court finds that Class Counsel's request for actual and documented litigation costs
26 incurred in the amount of \$17,170.77 to be fair and reasonable. The Court awards and thus ORDERS that
27 the Settlement Administrator issue payment for actual and documented litigation costs incurred in the
28 amount of \$17,170.77 to GrahamHollis APC.

1 21. The Court finds that the request for Administration Costs in the amount of \$6,990.00 is
2 fair, reasonable, and appropriate. The Court awards and thus ORDERS that the Settlement Administrator
3 issue payment for Administration Costs to Apex Class Action, LLC in the amount of \$6,990.00.

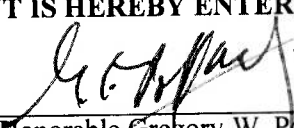
4 22. Plaintiffs' Motion for Final Approval is GRANTED.

5 23. Pursuant to Rule 3.769, subdivision (h), of the California Rules of Court, this Court retains
6 exclusive and continuing jurisdiction over this action and the parties for the purposes of: (a) supervising
7 the implementation, enforcement, construction, and interpretation of the Settlement Agreement, and the
8 Order of Final Approval and Judgment; and (b) supervising distribution of amounts paid under this
9 Settlement.

10 24. The Court sets a compliance hearing regarding the distribution of the Gross Settlement
11 Sum for _____ at _____ a.m./p.m. in Department C-71 of the San Diego County
12 Superior Court. At least 10 calendar days before the hearing, Class Counsel and the Settlement
13 Administrator shall submit a summary accounting of the Net Settlement Fund identifying distributions
14 made as ordered herein, the number and value of any uncashed checks, the status of any unresolved issues,
15 and any other matters appropriate to bring to the Court's attention. Counsel may appear at the compliance
16 hearing remotely.

17 **IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.**

18 Dated: _____
19

 2/14/25

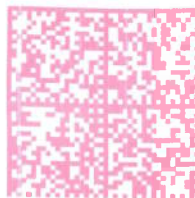
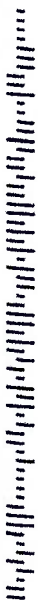
Honorable Gregory W. Pollack
Judge of the Superior Court

Superior Court of California
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