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FILED
Superior Court of California
County of Los Angeles

JAN 19 2024

David W. Slayton, Executive Officer/Clerk of Court
By: L. M'Greene, Deputy

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF LOS ANGELES

12 GRISELDA GARCIA, individually, and on
13 behalf of all others similarly situated,

14 *Plaintiff,*

15 vs.

16 RSG/AAMES SECURITY, INC., a California
17 corporation; and DOES 1 through 10, inclusive,

18 *Defendants.*

Case No.: 22STCV09615

[Assigned to the Hon. Carolyn B. Kuhl]

CLASS ACTION

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

Date: January 19, 2024
Time: 10:00 a.m.
Courtroom: Dept. 12
Judge: Hon. Carolyn B. Kuhl

Action Filed: March 18, 2022
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 This matter came on for hearing on January 19, 2024, upon Plaintiff's Motion for Final Approval
3 of the proposed settlement of this action on the terms set forth in the CLASS ACTION AND PAGA
4 SETTLEMENT AGREEMENT (the "Agreement") *see* Declaration of H. Scott Leviant in Support of
5 Plaintiff's Motion for Preliminary Approval of Class and Representative Action Settlement ["Leviant
6 Decl."], at Exh. 1).

7 After reviewing the Agreement, the Notice, having reviewed the entire record on this action,
8 having heard the argument of Counsel for respective Parties, and good cause appearing, the Court Orders
9 as follows:

10 1. To the extent defined in the Agreement, the terms in this Order shall have the meanings
11 set forth therein.

12 2. The Court finds that the Settlement has been reached as a result of intensive, serious and
13 non-collusive arms-length negotiations. The Court further finds that the Parties have conducted
14 thorough investigation and research, and the attorneys for the Parties are able to reasonably evaluate
15 their respective positions. The Court also finds that settlement at this time will avoid additional
16 substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution
17 of the action. The Court finds that the risks of further prosecution are substantial.

18 3. The Parties' Settlement is granted final approval as it meets the criteria for preliminary
19 settlement approval. In granting preliminary approval of the class action settlement the Court has
20 considered the factors identified in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as approved
21 in *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV Cases*, 135
22 Cal. App. 4th 706 (2006). The Court finds that the terms of the proposed class action Settlement are
23 fair, reasonable, and adequate, pursuant to California Code of Civil Procedure § 382. The Settlement
24 falls within the range of possible approval as fair, adequate and reasonable, and appears to be the
25 product of arm's-length and informed negotiations and to treat all Class members fairly. The Class
26 meets the requirements for conditional certification for settlement purposes only under Code of Civil
27 Procedure § 382.

1 4. The Class Notice provided to the Class conforms with the requirements of Code of
2 Civil Procedure § 382, Civil Code § 1781, Rules of Court 3.766 and 3.769, the California and United
3 States Constitutions, and any other applicable law, and constitutes the best notice practicable under the
4 circumstances, by providing individual notice to all Class Members who could be identified through
5 reasonable efforts, and by providing due and adequate notice of proceedings and of the matters set forth
6 therein to the other Class Members. The Class Notice fully satisfied the requirements of due process.

7 5. The following persons are certified as Class Members solely for the purpose of entering
8 a settlement in this matter:

9 All current and former non-exempt employees who worked for Defendant in
10 California during the Class Period (the "Class Period" is June 18, 2019 through
11 August 22, 2023). (Settlement, ¶ 1.5, 1.12.) "Participating Class Members" are those
Class Members who do not submit timely exclusion requests to the Settlement
Administrator. (Settlement, ¶ 1.9, 1.35)

12 6. The Court also defines the following "Aggrieved Employees" impacted by the
13 proposed settlement of PAGA claims:

14 Those current and former non-exempt employees who worked for Defendant in
15 California from March 18, 2021 through August 22, 2023. (Settlement, ¶ 1.4.)

16 7. Plaintiff GRISELDA GARCIA is appointed as the Class Representative. The Court
17 finds Plaintiff's counsel are adequate, as they are experienced in wage and hour class action litigation
18 and have no conflicts of interest with absent Class Members, and that they adequately represented the
19 interests of absent class members in the Litigation. Moon Law Group, PC, is appointed Class Counsel.

20 8. The Court appoints Phoenix Settlement Administrators to act as the Settlement
21 Administrator, pursuant to the terms set forth in the Agreement.

22 9. No Class Members timely requested exclusion from the Class. All Class Members are
23 Participating Class Members and remain bound by the Final Approval Order and Judgment in the
24 Action. No Class Members who worked during the PAGA Period have the right to exclude themselves
25 from the Settlement with respect to resolution of the PAGA Claims.

26 10. Upon entry of this Final Approval order and the Judgment, funding of the Settlement
27 and compensation to the Class members shall be implemented pursuant to the terms of the Settlement.
28

1 11. In addition to any recovery that Plaintiff may receive under the Settlement as Class
2 Members, and in recognition of the Plaintiff's efforts on behalf of the Settlement Class, the Court hereby
3 approves the payment of an enhancement awarded to Plaintiff GRISELDA GARCIA in the amount of
4 \$7,500.000.

5 12. The Court approves the payment of attorneys' fees to Class Counsel in the total amount
6 of \$91,666.67 to Moon Law Group, PC. Litigation expenses are approved by the Court in the amount
7 not to exceed \$24,000.00.

8 13. The Court approves and orders payment in the amount of \$8,500.00 to Phoenix
9 Settlement Administrators for performance of its services as the Settlement Administrator.

10 14. Upon completion of administration of the Settlement, the Parties shall file a declaration
11 stating that all amounts payable under the Settlement have been paid and that the terms of the
12 Settlement have been completed.

13 15. The Court sets a case review hearing regarding compliance with all fund distribution
14 requirements under the Settlement for October 11, 2024, in Dept. 12 of the above-entitled
15 Court. A Final Report, including any declaration from the Settlement Administrator regarding
16 compliance, shall be filed with the Court no later than October 8, 2024.

17 16. The Court approves and orders payment in the amount of \$21,000.00 to the Labor and
18 Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys
19 General Act of 2004 (Labor Code § 2698 *et seq.*). Further, \$7,000.00 shall be distributed to Aggrieved
20 Employees as required under the Settlement.

21 17. Once Defendant fully funds the Settlement by paying all amounts due under the
22 Settlement, the Class Representative, the Class and each Class Member who has not submitted a valid
23 and timely request for exclusion as to claims other than the PAGA claim, and each PAGA Employee,
24 regardless of whether they have requested exclusion from the Settlement of Class claims, will release
25 claims as follows:

26 Effective on the date when Defendant fully funds the entire Gross Settlement Amount
27 and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
28 Payments, Plaintiff, Class Members, and Class Counsel will release claims against all
Released Parties as follows:

1 Release by Participating Class Members: All Participating Class Members, on behalf of
2 themselves and their respective former and present representatives, agents, attorneys,
3 heirs, administrators, successors, and assigns, release Released Parties from (i) all
claims that were alleged, or reasonably could have been alleged, based on the Class
Period facts stated in the Operative Complaint, including:

- 4 a. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and
5 1197];
- 6 b. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
- 7 c. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
- 8 d. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
- 9 e. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
- 10 f. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-
11 203];
- 12 g. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code §
226];
- 13 h. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]; and

14 Except as set forth in Section 5.3 of [the] Agreement, Participating Class Members do
15 not release any other claims, including claims for vested benefits, wrongful termination,
16 violation of the Fair Employment and Housing Act, unemployment insurance,
disability, social security, workers' compensation, or claims based on facts occurring
outside the Class Period.

17 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on
18 behalf of themselves and their respective former and present representatives, agents,
19 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all
20 claims for PAGA penalties that were alleged, or reasonably could have been alleged,
based on the PAGA Period facts stated in the Operative Complaint and the PAGA
Notice.

21 18. The Parties are ordered to give notice of this final Order and Judgment to the LWDA,
22 pursuant to Labor Code § 2699(1)(3).

23 19. The Court hereby directs the Parties to effectuate the terms of the Settlement as set forth
24 in the Settlement Agreement.

25 ///

1 20. The Court retains jurisdiction to consider all further applications arising out of or in
2 connection with the settlement.

3 **IT IS SO ORDERED.**

4
5 Dated: _____

1/19/2024

David S. Cunningham ^{III}

Hon. Carolyn D. Kuhl David S. Cunningham ^{III}
LOS ANGELES SUPERIOR COURT JUDGE

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1055 W. 7th Street, Suite 1880, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Deborah H. Petito
deborah.petito@offitkurman.com
OFFIT KURMAN, PC
445 South Figueroa Street, 18th Floor
Los Angeles, California 90071
Facsimile: (213) 624-9441

Counsel for Defendant RSG/AAMES Security, Inc.

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☐ **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.

☒ **BY ELECTRONIC SERVICE:** Pursuant to the Court's Order directing Electronic Service, the above-named document(s) has (have) been electronically served on counsel of record by an approved electronic service provider. The transmission of these documents was reported complete and a copy of the service confirmation will be maintained, along with the original document(s) and proof of service in our office.

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the offices of the addressee(s) named herein.

☐ **BY OVERNIGHT DELIVERY:** I am "readily familiar" with this firm's practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed this **December 26, 2023** at Los Angeles, California.

H. Scott Leviant
Type or Print Name


Signature