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FILED
Superior Court of California
County of Los Angeles

05/13/2024

David W. Slayton, Executive Officer / Clerk of Court

By: N. Navarro Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ROBERT NAVARRO, individually and
on behalf of all others similarly situated

Plaintiffs,

vs.

SQUAD SECURITY CA, INC.; and
DOES 1 through 20, inclusive,

Defendants.

Case No. 22STCV24108

Assigned for all purposes to:
Hon. Laura Siegle
Dept. 17

**[CORRECTED PROPOSED] ORDER
GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND ENTERING
JUDGMENT**

Date: May 9, 2024
Time: 9:00 a.m.
Dept: 17

1 This matter came on for hearing on May 9, 2024, at 9:00 a.m., in Department 17 of the
2 above-captioned Court on the unopposed Motion for Final Approval of Class Action Settlement
3 pursuant to California Rule of Court 3.769, this Court's Order Granting Preliminary Approval
4 on January 18, 2024 and the Joint Stipulation for Settlement ("Settlement Agreement"), a copy
5 of which was filed in conjunction with the Plaintiffs' Motion for Preliminary Approval of Class
6 Action Settlement.

7 Having received and considered the Settlement Agreement, the supporting papers filed by
8 the Parties, and the evidence and argument received by the Court in conjunction with the
9 unopposed Motion for Preliminary Approval of Class Action Settlement granted on January 18,
10 2024 and the instant Motion for Final Approval, the Court grants final approval of the Settlement
11 and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

12 1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent to
13 each Settlement Class Member by first-class mail. These papers informed the Settlement Class of
14 the terms of the Settlement, their right to receive an Individual Settlement Payment, their right (a)
15 to comment on or object to the Settlement, (b) to request exclusion from the Settlement and pursue
16 their own remedies, and (c) of their right to appear in person or by counsel at the final approval
17 hearing and to be heard regarding approval of the Settlement. Adequate periods of time were
18 provided by each of these procedures. No member of the Class filed written objection to the
19 proposed Settlement as part of this notice process or stated an intention to appear at the final
20 approval hearing.

21 2. The Court finds and determines that this notice procedure afforded adequate
22 protections to Settlement Class Members and provides the basis for the Court to make an informed
23 decision regarding approval of the Settlement based on the responses of the Settlement Class.
24 The Court finds and determines that the notice provided in this case was the best notice
25 practicable, which satisfied the requirements of law and due process.

26 3. With respect to the Settlement Class and for purposes of approving this Settlement
27 only, this Court finds and concludes that: (a) the members of the Settlement Class are
28 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions

1 of law or fact common to the Settlement Class, and there is a well-defined community of interest
2 among members of the Settlement Class with respect to the subject matter of the Action; (c) the
3 claims of Class Representatives Robert Navarro and Andwele Arrington are typical of the claims
4 of the members of the Settlement Class; (d) the Class Representatives have fairly and adequately
5 protected the interests of the members of the Settlement Class; (e) a class action is superior to
6 other available methods for an efficient adjudication of this controversy; and (f) the counsel of
7 record for the Class Representatives, i.e., Class Counsel, are qualified to serve as counsel for
8 Plaintiffs in their individual and representative capacities for the Class.

9 4. The Court has certified a Settlement Class, as that term is defined in and by the
10 terms of the Settlement Agreement as all current and former independent contractors and non-
11 exempt employees who are or were employed by Defendant in California at any time during the
12 Class Period.

13 5. The Court hereby confirms Aegis Law Firm, PC and Frontier Law Center as Class
14 Counsel.

15 6. The Court hereby confirms Plaintiffs Robert Navarro and Andwele Arrington as
16 the Class Representatives in this Action.

17 7. 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 also finds that the
23 Settlement will enable the Parties to avoid additional and potentially substantial litigation costs,
24 as well as delay and risks if the Parties were to continue to litigate the case. The Court has
25 reviewed the monetary recovery provided as part of the Settlement and recognizes the significant
26 value accorded to the Class.

27 8. The Court further finds and determines that the terms of the Settlement are fair,
28 reasonable and adequate to the Settlement Class and to each Settlement Class Member and that

1 the Settlement is ordered finally approved, and that all terms and provisions of the Settlement
2 should be and hereby are ordered to be consummated. Defendant denies violating any laws or
3 failing to pay any wages and contends that it has complied with all applicable laws. Defendant is
4 settling this matter to avoid further litigation expenses and disruption to its business.

5 9. The Court hereby approves the Gross Settlement Amount of \$578,622.50 which
6 reflects the escalator clause in paragraph 8 of the settlement agreement.

7 10. The Court finds and determines that the Individual Settlement Payments to be paid
8 to participating Settlement Class Members as provided for by the Settlement are fair and
9 reasonable. The Court hereby gives final approval to and orders the payment of those amounts be
10 made to the participating Settlement Class Members in accordance with the Settlement
11 Agreement.

12 11. The Court finds and determines that payment to the California Labor and
13 Workforce Development Agency of \$28,750.00 as its share of the settlement of civil penalties in
14 this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders
15 that the payment of that amount be paid in accordance with the Settlement Agreement.

16 12. The Court finds and determines that the fees and expenses in administering the
17 Settlement incurred by CPT Group, Inc. in the amount of \$10,000.00, are fair and reasonable. The
18 Court hereby gives final approval to and orders that the payment of that amount in accordance
19 with the Settlement.

20 13. The Court finds and determines the Class Representative Incentive Awards of
21 up to \$5,000.00 to each of the Named Plaintiffs is fair and reasonable. The Court hereby orders
22 the Administrator to make this payment to the Plaintiffs/Class Representatives in accordance
23 with the terms of the Settlement Agreement.

24 14. Pursuant to the terms of the Settlement, and the authorities, evidence and
25 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees
26 in the sum of \$191,666.66 and litigation costs of \$17,466.20. The Court finds such amounts to
27 be fair and reasonable. The Court hereby orders the Settlement Administrator to make these
28 payments in accordance with the terms of the Settlement Agreement.

1 15. Without affecting the finality of this order or the entry of judgment in any way,
2 the Court retains jurisdiction of all matters relating to the interpretation, administration,
3 implementation, effectuation, and enforcement of this order and the Settlement.

4 16. Neither Defendant nor any related persons or entities shall have any further
5 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or
6 liability, except as provided for by the Settlement Agreement.

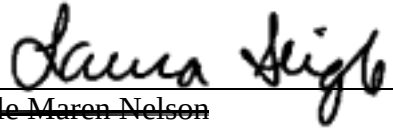
7 17. Nothing in this order shall preclude any action to enforce the Parties' obligations
8 under the Settlement or under this order, including the requirement that Defendant make
9 payment to the participating Settlement Class Members in accordance with the Settlement.

10 18. The Court hereby enters final judgment in accordance with the terms of the
11 Settlement Agreement, the January 18, 2024 Order Granting Preliminary Approval of Class
12 Action Settlement, and this Order.

13 19. The Parties will bear their own costs and attorneys' fees except as otherwise
14 provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation
15 costs. Plaintiff is to file a final accounting by January 23, 2025.

16 DATED: May 13 , 2024




~~Honorable Maren Nelson~~

JUDGE OF THE SUPERIOR COURT

Laura A. Seigle / Judge