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FILED
Superior Court of California
County of Los Angeles
08/05/2024
David W. Slayton, Executive Officer / Clerk of Court
By: _____ A. He _____ Deputy

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and All Other Similarly Situated Employees*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

JACOB VILLALOBOS, individually and
on behalf of all Others Similarly Situated,

Plaintiff,

v.

CORNWALL SECURITY SERVICES,
INC., a California corporation; and DOES 1-
20, inclusive,
Defendants.

) Case No. 22STCV28166

) IC Judge: Honorable Stuart M. Rice
) Dept.: 1

) **CLASS ACTION**

) **[PROPOSED] FINAL JUDGMENT RE: CLASS
AND PAGA ACTION SETTLEMENT**

~~PROPOSED~~ FINAL JUDGMENT

This matter came before the Court on August 5, 2024 in Department 1 of the Los Angeles Superior Court, Spring Street Courthouse located at 312 N. Spring Street, Los Angeles, CA 90012, the Honorable Stuart M. Rice, presiding, for a hearing on Plaintiff's Motions for (1) Final Judgment and Order Approving Class Action and PAGA Settlement; and for (2) Approval of Attorneys' Fees and Costs, and Class Representative Service Award.

The Court has reviewed and considered the Memorandum of Points and Authorities, the Declarations of Plaintiff Jacob Villalobos, his Counsel, Jarrod Salinas of Phoenix Class Action Administration, and exhibits in support of the Motion (Plaintiff and Defendant shall be referred to collectively as the "Parties").

Due to adequate notice having been given to Settlement Class Members as required by the Court's February 16, 2024 Preliminary Approval Order (filed March 6, 2024), and the Court having considered all papers filed and proceedings in this action, and having received no objections to the settlement, and determining that the settlement is fair, adequate, and reasonable, and otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED AS FOLLOWS:**

1. This Order hereby incorporates by reference the August 5, 2024 **ORDER REGARDING MOTION FOR FINAL JUDGMENT AND APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT** as though fully set forth herein.

2. This Court has jurisdiction over the claims of the members of the Settlement Class asserted in this proceeding, personal jurisdiction over the Plaintiff and Defendant, and the members of the Settlement Class, as defined in the Settlement Agreement.

3. This Court previously conditionally certified the Settlement Class for settlement purposes. The Court hereby grants final certification approval for settlement purposes to the Settlement Class, as an opt-out class, defined as:

All current and former non-exempt employees of Cornwall Security Services, Inc. who, during the time period commencing from four years before the date this complaint is filed to the present (i.e., August 29, 2018 to the date of preliminary approval, or February 16, 2024, whichever is sooner), worked shifts as security guards for Cornwall in California.

Further, the Class includes the following subclasses:

Meal Period Subclass: All current and former non-exempt employees of Cornwall Security Services, Inc. ("Cornwall") who, during the time period commencing from four years before the date this complaint was filed to the present ("Class Period"), worked as security guards for Cornwall in California, were not provided a meal break, and were not paid the requisite meal period premium wage.

Rest Break Subclass: All current and former non-exempt employees of Cornwall Security Services, Inc. ("Cornwall") who, during the time period commencing from four years before the date this complaint was filed to the present ("Class Period"), worked as security guards for Cornwall in California, were not authorized and permitted rest breaks, and were not paid the requisite rest break premium wage.

Failure to Reimburse Business Expenses Subclass: All current and former non-exempt employees of Cornwall Security Services, Inc. ("Cornwall") who, during the time period commencing from four years before the date this complaint was filed to the present ("Class Period"), were not reimbursed for use of their personal cell phones.

Itemized Wage Statement Subclass: All current and former non-exempt employees of Cornwall Security Services, Inc. ("Cornwall") who, during the time period commencing from one year before the date this complaint was filed to the present, have received at least one wage statement from Defendant, and to whom Defendant has failed to provide accurate itemized wage statements.

Waiting Time Subclass: All current and former non-exempt employees of Cornwall Security Services, Inc. ("Cornwall") who, during the time period commencing from three years from the date this complaint was filed to the present, did not receive payment of all unpaid wages upon separation of employment within their statutory time period, including paychecks for their final pay period worked.

Unfair Business Acts or Practices Subclass: All current and former non-exempt employees of Cornwall Security Services, Inc. ("Cornwall") who, during the time period

1 commencing from four years before the date this complaint was filed to the present ("Class
2 Period"), have been victim of Defendant's unlawful, unfair and/or fraudulent business acts or
3 practices prohibited by Business and Professions Code §17200 et seq.

4 4. The Notice given to the class fully and accurately informed the Settlement Class of all
5 material elements of the proposed settlement and of their opportunity to exclude themselves from,
6 object to, or comment on the settlement, and to appear at the Final Approval hearing. The Notice
7 was reasonable and the best notice practicable under the circumstances. Accordingly, this Court
8 finds that the Notice program described in the Settlement Agreement and completed by the
9 Administrator complied fully with the requirements of due process, Rule 3.766 of the California
10 Rules of Court, and all other applicable laws.

11 5. The Settlement Agreement is not an admission by Defendant or by any other
12 Released Parties nor is this Order a finding of the validity of any allegations or of any wrongdoing
13 by Defendants or any other Released Parties. Neither this Order, the Settlement Agreement, nor any
14 document referred to herein, nor any action taken to carry out the Settlement Agreement, may be
15 construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or
16 liability whatsoever by or against Defendants or any of the Released Parties

17 6. All Settlement Class Members who did not submit timely Requests for Exclusion are
18 bound by this Final Approval Order and the ensuing Final Judgment and by the terms of the Parties'
19 Settlement Agreement, including releases provided for in the Settlement Agreement and this Final
20 Approval Order. As of the effective date of Settlement, by operation of the entry of this Final
21 Approval Order, each Participating Class member, including Plaintiff, shall be deemed to have fully
22 released, waived, relinquished and discharged, to the fullest extent permitted by law, all Released
23 Claims that he or she may have against the Released Parties. Settlement Class Members who did not
24 timely submit Requests for Exclusion, are enjoined from prosecuting the Released Claims, and are
25 enjoined from initiating or continuing other proceedings regarding the Released Claims, as provided
26 in the Settlement Agreement.

27 7. Settlement Class Members were given a full opportunity to participate in the Final
28 Approval hearing, and all Settlement Class Members and other persons wishing to be heard have

1 been heard. Accordingly, the Court determines that all Settlement Class Members who did not
2 timely and properly opt out of the Settlement are bound by this Order and Judgment.

3 8. Based on the Declaration of Jarrod Salinas of Phoenix Class Action Administration,
4 the Court find that the following individuals submitted a valid and timely Request for Exclusion
5 pursuant to the terms of the Settlement Agreement, such that they shall not be considered
6 Participating Class Members; shall not release their Labor Code claims against Released Parties as
7 set forth in the Settlement Agreement, and shall not receive an Individual Settlement Amount
8 payment: Julie Jecker; and Nicholas Luster. To the extent Julie Jecker and Nicholas Luster are
9 Aggrieved Employees, they release all claims for PAGA Penalties that were alleged or reasonably
10 could have been alleged based on the PAGA Period facts stated in the Operative Complaint and
11 LWDA Notice (see Section 5.3 of Settlement Agreement).

12 9. As of the date of this Order, no Settlement Class Member has objected to the terms of
13 the Settlement.

14 10. The Court has considered all relevant factors for determining the fairness of the
15 Settlement and has concluded that all such factors weigh in favor of granting final approval. In
16 particular, the Court finds that the Settlement was reached following meaningful discovery and
17 investigation conducted by Plaintiffs' counsel; that the Settlement is the result of serious, informed,
18 adversarial and arms'-length negotiations between the Parties; and that the terms of the Settlement
19 are in all respects fair, adequate, and reasonable.

20 11. The Court hereby approves the Settlement and directs the Parties to effectuate the
21 Settlement according to its terms and this Order. Upon entry of this Order, compensation to
22 Participating Class Members shall be paid pursuant to the terms of the Settlement Agreement.

23 12. The Court hereby finds the Individual Settlement Payments provided to Settlement
24 Class members under the terms of the Settlement to be fair and reasonable in light of all the
25 circumstances. The Court, therefore, orders the calculations and payments to be made and
26 administered in accordance with the terms of the Settlement Agreement.

27 13. The Court confirms Peggy J. Reali of Reali Law, A.P.C. and Walter Haines of United
28 Employees Law Group, PC as Class Counsel in this action. The Court finds that Class Counsel have

1 sufficient experience, knowledge and skill to promote and safeguard the interests of the Class. The
2 Court therefore finds that Plaintiffs' and Class Counsel satisfies the professional and ethical
3 obligations of Class Counsel.

4 14. The Court further approves an award of attorneys' fees to Class Counsel in the
5 amount of **\$76,659**. The Court finds that this amount is supported by both the application of the
6 percentage fee and the lodestar-plus-multiplier methods for awarding reasonable attorneys' fees. The
7 Court finds that Class Counsels' request falls within the range of reasonableness and the result
8 achieved justifies the requested attorneys' fees, and that Class Counsels' 2021 hourly rates are
9 reasonable and commensurate with the prevailing rates for class actions.

10 15. In the course of this litigation, Class Counsel incurred \$ 15,812.31 in past and
11 estimated future litigation costs in the form of filing fees, mediation and hearing fees, document
12 copying fees, and legal research and investigation charges. The Court further finds that these costs
13 and expenses, above the \$17,000 agreed to in the Settlement Agreement, are necessary and
14 reasonable and therefore approved. The Court approves reimbursement of Class Counsel for these
15 costs pursuant to the terms of the Settlement Agreement.

16 16. The Court further orders that Case Anywhere is suspended beginning September
17 2024 through February 2026, to be reinstated in the event its services are further required, for
18 example, if Defendant defaults on any portion of the payment plan and Plaintiff seeks further Court
19 intervention; but such reinstatement of Case Anywhere shall be no later than January 31, 2026, to
20 allow the Court to oversee final distribution of the settlement monies.

21 17. Based on Class Counsel's costs, under the Two-Phase payment and distribution plan,
22 payment and distribution are approved to be made as follows, as to PAGA payments, Individual
23 Class Payments, Phoenix Class Administration costs, service award to Plaintiff and Class
24 Representative Jacob Villalobos and Class Counsel's Attorneys' Fees and Cost award: [in the
25 alternative]:

26 [] **(1) With \$17,000 on Class Counsel Costs.**

27 **Phase One Funding and Distribution of the \$100,000.** Within 30 days after the
28 Effective Date, Cornwall will transmit the lump sum of \$100,000 to the Administrator. Out

of the \$100,000 initial lump sum payment, the Administrator shall distribute these funds as follows:

•First, disburse the entirety of the \$15,000 PAGA penalty payments: 75% to the LWDA of \$11,250; and 25% to the Aggrieved Employees of \$3,750;

•Second, the remaining \$85,000 shall be disbursed *pro rata* to the percentage of the total due to each group entitled to a share of Settlement monies (Phase One distribution):

(1) Individual Class Payments:	\$ 40,855.77;
(pro rata share of \$85,000 = .48065886)	
(2) Phoenix Class Administrators:	\$ 4,348.83;
(pro rata share of \$85,000 = .0511627)	
(3) Incentive Award to Plaintiff:	\$ 2,767.43
(pro rata share of \$85,000 = .0325581)	
(4) Class Counsel Fee Payment /Class Counsel Litigation Expenses (\$76,659 attorneys' fees / up to \$17,000 expenses):	\$ 37,027.97
(pro rata share of \$85,000 = .4356232)	

The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. In Phase One distribution, Individual Class and Aggrieved Employee Payments shall be those funds allocated as interest and penalties, subject to 1099 tax treatment.

Phase Two Funding and Distribution: Beginning 15 days after the initial \$100,000 lump sum distribution, Cornwall shall pay a monthly sum of \$7,222.22 for 18 months, to be held in escrow by the Administrator. Then, in Phase Two distribution, the remaining \$130,000 shall be paid using the pro rata percentage shares as set forth above, as follows:

(1) Individual Class Payments:	\$ 62,485.25
(2) Phoenix Class Administrators:	\$ 6,651.17
(3) Incentive Award to Plaintiff:	\$ 4,232.57
(4) Class Counsel Fee Payment / Class Counsel Litigation Expenses:	\$ 56,631.01

In Phase Two distribution, Individual Class Payments shall be those funds allocated to settlement of wage claims subject to W-2 tax treatment (and therefore payroll taxes), with the

remainder allocation to that of the penalty portion of the settlement subject to 1099 tax treatment.

(2) With \$15,812.31 in Class Counsel's Costs:

Phase One Funding and Distribution of the \$100,000 Within 30 days after the Effective Date, Cornwall will transmit the lump sum of \$100,000 to the Administrator. Out of the \$100,000 initial lump sum payment, the Administrator shall distribute these funds as follows:

•First, disburse the entirety of the \$15,000 PAGA penalty payments: 75% to the LWDA of \$11,250; and 25% to the Aggrieved Employees of \$3,750;

•Second, the remaining \$85,000 shall be disbursed *pro rata* * to the percentage of the total due to each group entitled to a share of Settlement monies (Phase One distribution):

(1) Individual Class Payments:	\$ <u>41,325.31</u> ;
(pro rata share of \$85,000 = .48434)	
(2) Phoenix Class Administrators:	\$ 4,348.83;
(pro rata share of \$85,000 = .0511627)	
(3) Incentive Award to Plaintiff:	\$ 2,767.43;
(pro rata share of \$85,000 = .0325581)	
(4) Class Counsel Fee Payment /Class Counsel Litigation Expenses:	\$ <u>36,558.43</u> .
(pro rata share of \$85,000 = . 4319393)	

[*The pro rata amount of the four categories to the \$215,000 (remaining from the \$230,000 settlement fund after deducting the \$15,000 PAGA allotment) was calculated by dividing the amount earmarked for each category by the remaining \$215,000:

Individual Class Payments:	\$ <u>104,528.69</u> / \$215,000 =	<u>.4861799</u>
Phoenix Class Administrator:	\$ 11,000 / \$215,000 =	.0511627
Plaintiff Incentive Award:	\$ 7,000 / \$215,000 =	.0325581
Class Fees / Litigation Costs:	\$ <u>92,471.31</u> / \$215,000 =	<u>.4300991</u>]

The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. In Phase One distribution,

Individual Class and Aggrieved Employee Payments shall be those funds allocated as interest and penalties, subject to 1099 tax treatment. (MPA Order, at ¶4).

Phase Two Funding and Distribution (MPA Order, at ¶¶4, 11): Beginning 15 days after the initial \$100,000 lump sum distribution, Cornwall shall pay a monthly sum of \$7,222.22 for 18 months, to be held in escrow by the Administrator. Then, in Phase Two distribution, the remaining \$130,000 shall be paid using the pro rata percentage shares as set forth above, as follows:

(1) Individual Class Payments:	\$ <u>62,203.38</u>
(2) Phoenix Class Administrators:	\$ 6,651.17
(3) Incentive Award to Plaintiff:	\$ 4,232.57
(4) Class Counsel Fee Payment / Class Counsel Litigation Expenses:	\$ <u>55,912.88</u>

18. The Court further approves that in the Phase Two distribution, Individual Class Payments shall be those funds allocated to settlement of wage claims subject to W-2 tax treatment (and therefore payroll taxes), with the remainder allocation to that of the penalty portion of the settlement subject to 1099 tax treatment.

19. The Court finds the services provided by the Settlement Administrator, Phoenix Class Action Administration, were for the benefit of the Class. The Court approves the fees charged by Phoenix of **\$11,000** and finds the fees are fair, reasonable, and appropriate for reimbursement, in that they include all costs and fees incurred to date, as well as estimated costs and fees involved in completing the administration of the Settlement, particularly given the two-phase, 18-month payment plan and two distributions.

20. The Court finds that Jacob Villalobos is a suitable representative for the Settlement Class and is hereby appointed as Class Representatives. The Court finds that Jacob Villalobos's investment and commitment to the litigation and its outcome ensured adequate and zealous advocacy for the Settlement Class, and their interests are aligned with those of the Settlement Class.

21. The Court finds the Class Representative Service Award in the amount of \$7,000 to the Class Representatives to be fair and reasonable compensation in recognition of Plaintiff's efforts on behalf of the Settlement Class and the risks incurred by Plaintiff in assisting Class Counsel as

described in Plaintiff's' declaration and the declarations of Class Counsel, and because Plaintiff has executed a general release as described in the Settlement Agreement. The Court approves the \$7,000 payment to Plaintiff / Class Representative Jacob Villalobos as a Service Award.

22. Pursuant to California Code of Civil Procedure section 384, the Court approved the *cy pres* beneficiary Legal Aid at Work, and hereby orders that the amounts of any voided Individual Settlement check shall be distributed to Legal Aid at Work. Legal Aid at Work is a highly respected non-profit organization that helps people understand and assert their workplace rights and advocates for employment laws and systems that empower low-paid workers and marginalized communities.

23. The Court hereby enters judgment pursuant to California Rules of Court 3.769(h). Plaintiffs and Settlement Class Members shall take nothing from Defendant except as set forth in the Settlement Agreement and this Final Approval Order and Judgment.

24. Without affecting the finality of this Order and Judgment, the Court shall retain continuing jurisdiction over this action and the parties under California Rule of Court 3.769(h), including all Settlement Class Members and over all matters pertaining to the implementation of the terms of the Settlement Agreement, to include **(a)** enforcing the Settlement Agreement, **(b)** addressing settlement administration matters, and **(c)** addressing such post-judgment matters as may be appropriate under court rules or applicable law. Except as provided to the contrary herein, any disputes or controversies arising with respect to the interpretation, enforcement or implementation of the Settlement Agreement shall be presented by motion to the Court for resolution.

25. Final Distribution Report and Accounting. The Court sets a hearing date of **April 2, 2026** at ~~_____~~ am/ pm on the final accounting and distribution under the Two-Phase Payment and distribution plan. At least **five court days prior to the hearing**, Plaintiff's counsel is to file a declaration along with the settlement administrator's declaration regarding the final accounting of the settlement funds.

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1 26. Within 10 days of this Order, the Settlement Administrator shall give notice of
2 judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b) by
3 posting a copy of said order and final judgment on its website.

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5 **IT IS SO ORDERED.**

6
7 Dated: August 5, 2024



Stuart M. Rice / Judge

Hon. Stuart M. Rice
Judge of the Los Angeles Superior Court