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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MARIN**

JAMES CONSCULLUELA, individually,
and on behalf of all others similarly situated,

Plaintiff,

v.

BARBIER SECURITY GROUP, a
California corporation; and DOES 1 through
10, inclusive,

Defendants.

BIANCA A. CHAVEZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

BARBIER SECURITY GROUP, a
California corporation; and DOES 1 through
10, inclusive,

Defendants.

ELECTRONICALLY FILED

Superior Court of California
County of Marin

07/28/2026

James M. Kim, Clerk of the Court

M. Gil, Deputy

Case No. CV0003675

(Consolidated for Settlement Purposes Only
with Case No. CV0004364)

*[Assigned for All Purposes to the Hon. Mark
A. Talamantes, Courtroom L]*

**REVISED [PROPOSED] ORDER
GRANTING PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Action Filed: August 14, 2024

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1 **[PROPOSED] ORDER**

2 Having reviewed Plaintiffs James Cosculluela and Bianca Chavez's (collectively
3 "Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA Settlement
4 ("Motion"), the Declaration of John G. Yslas, the Declaration of Joseph M. Szilagyi, and the
5 Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement"),
6 and good cause appearing, the Court finds and HEREBY ORDERS THE FOLLOWING:

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
8 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
9 The Court grants preliminary approval of the Settlement and the Settlement Class based on the
10 terms set forth in the Settlement Agreement between Plaintiffs and Defendant Barbier Security
11 Group ("Defendant"), attached to the Declaration of John G. Yslas in Support of Plaintiffs'
12 Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 2**.

13 2. The Settlement falls within the range of reasonableness of a settlement which
14 could ultimately be given final approval by this Court, and appears to be presumptively valid,
15 subject only to any objections that may be raised at the Final Approval Hearing and final
16 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
17 \$650,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b)
18 a \$50,000.00 allocation toward civil penalties under the Labor Code Private Attorneys General
19 Act of 2004 ("PAGA"), 65% of which (\$32,500.00) will be paid to California's Labor &
20 Workforce Development Agency ("LWDA") and 25% of which (\$17,500.00) will be paid to
21 Aggrieved Employees; (c) Class Representative Service Payments of up to \$7,500.00 to each of
22 the Plaintiffs (\$15,000.00 total); (d) Class Counsel's attorneys' fees not to exceed one third
23 (1/3) of the Gross Settlement Amount (currently estimated to be \$216,666.67), and up to
24 \$60,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e) Settlement
25 Administration Costs of up to \$13,000.00.

26 3. The Court preliminarily finds that the terms of the Settlement appear to be within
27 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
28 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair

1 and reasonable to the Class Members when balanced against the probable outcome of further
2 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
3 significant informal discovery, investigation, research, and litigation have been conducted such
4 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
5 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
6 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as
7 the result of intensive, serious, and non-collusive negotiations between the Parties with the
8 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
9 that the Settlement Agreement was entered into in good faith.

10 4. A final approval hearing on the question of whether the proposed Settlement,
11 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement
12 of claims for penalties under PAGA, and the Class Representative Service Payments should be
13 finally approved as fair, reasonable and adequate as to the members of the Class is hereby set
14 in accordance with the Implementation Schedule set forth below.

15 5. The Court provisionally certifies for settlement purposes only the following class
16 (the "Class"): "all persons currently or formerly employed by Defendant as a non-exempt
17 employee in the State of California at any time during the Class Period."

18 6. "Class Period" means the period from July 2, 2022 through May 22, 2025.

19 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
20 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
21 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
22 of law and fact that are common, or of general interest, to all Settlement Class Members, which
23 predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the
24 Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect
25 the interests of the Settlement Class Members; and (5) a class action is superior to other
26 available methods for the fair and efficient adjudication of the controversy.

27 8. The Court appoints as Class Representatives, for settlement purposes only,
28 Plaintiffs James Cosculluela and Bianca Chavez. The Court further preliminarily approves

1 Plaintiffs' ability to request an incentive award of up to \$7,500.00 each (\$15,000.00 total).

2 9. The Court appoints, for settlement purposes only, John G. Yslas, William M. Pao,
3 Matthew R. Baker, Emily K. Borman, and Courtney M. Miller of Wilshire Law Firm, PLC and
4 Kashif Haque, Samuel A. Wong, Jessica L. Campbell, and Joseph M. Szilagyi of Aegis Law
5 Firm, PC as Class Counsel. The Court further preliminarily approves Class Counsel's ability to
6 request attorneys' fees of up to one third (1/3) of the Gross Settlement Amount (currently
7 estimated to be \$216,666.67), and litigation costs not to exceed \$60,000.00.

8 10. The Court appoints Phoenix Settlement Administrators as the Settlement
9 Administrator with reasonable administration costs estimated not to exceed \$13,000.00.

10 11. The Court preliminarily approves of the Parties' selection of Legal Aid at Work
11 as the intended Cy Pres Recipient for any residual settlement funds.

12 12. The Court approves, as to form and content the Class Notice, attached to the
13 Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the
14 Notice to Settlement Class Members satisfies due process, provides the best notice practicable
15 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
16 thereto.

17 13. The Parties are ordered to carry out the Settlement according to the terms of the
18 Settlement Agreement.

19 14. Any Class Member who does not timely and validly request exclusion from the
20 Settlement may object to the Settlement Agreement.

21 15. The Court orders the following Implementation Schedule:

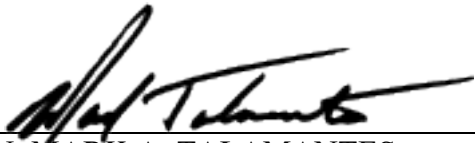
Event	Timing
Class Data: Last day for Defendant to provide Class Data to the Administrator	15 days after the Court grants Preliminary Approval of the Settlement
Class Notice: Last day for Administrator to mail the Class Notice to Class Members	14 days after receipt of the Class Data

Response Deadline: Last day for Class Members to submit written objections, challenges to workweeks and/or pay periods, and requests for exclusion	45 days after Class Notice is mailed out by the Administrator (with an additional 14 days for Class Members whose Class Notice was remailed)
Filing Deadline: Last day to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Class Representative Service Payments to Plaintiffs	16 court days before the Final Approval Hearing
Final Approval Hearing	November 13, 2026, at <u>130 pm</u> a.m./p.m. or a date and time more convenient for the Court: _____, 2026, at _____ _____ a.m./p.m. in Courtroom L of the above-referenced Court.

16. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATE: 07/28/2026


HON. MARK A. TALAMANTES
JUDGE OF THE SUPERIOR COURT