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Attorneys for Plaintiff ADOLFO GUADARRAMA DIAZ,
individually and on behalf of others similarly situated

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**
12 **(SPRING STREET COURTHOUSE)**

13 ADOLFO GUADARRAMA DIAZ,
14 individually and on behalf of others similarly
15 situated,

16 Plaintiff,

17 vs.

18 REPUBLIC NATIONAL SECURITY,
19 THOMAS W. KEMP, ADELA KEMP, and
DOES 1 through 50,

20 Defendants.

) CASE NO.: 23STCV03317

) CLASS ACTION

) Assigned For All Purposes To:

) Judge: Hon. Stuart M. Rice

) Dept.: 1

) **[PROPOSED] ORDER GRANTING**
) **PRELIMINARY APPROVAL OF CLASS**
) **ACTION AND PAGA SETTLEMENT**
) **AND SETTING OF FINAL APPROVAL**
) **HEARING**

) Preliminary Approval Hearing:

) Date: October 15, 2024

) Time: 10:30 a.m.

) Dept.: 1

) Complaint Filed: February 15, 2023

1 Plaintiff Adolfo Guadarrama Diaz (“Plaintiff”) and Defendants Republic National
2 Security, Thomas W. Kemp, and Adela Kemp (“Defendants”) (“Plaintiff” and “Defendants” are
3 referred to collectively as the “Parties”) have reached a settlement of class action and claims for
4 civil penalties under the Labor Code Private Attorneys General Act (“PAGA”) upon the terms and
5 conditions set forth in the Settlement Agreement (“Agreement”), a copy of which was submitted
6 as Exhibit 1 to the Declaration of Justian Jusuf in support of Plaintiff’s motion for preliminary
7 approval of the settlement. The settlement is subject to Court approval, pursuant to Rule 3.769 of
8 the California Rules of Court and Labor Code section 2699(I).

9 After reviewing Plaintiff’s motion for preliminary approval of the settlement, the
10 Settlement Agreement, the proposed Notice of Class and PAGA Settlement, and other related
11 documents, and having heard the argument of Counsel for respective parties,

12 IT IS HEREBY ORDERED:

13 1. The Court hereby GRANTS preliminary approval of the class action settlement
14 upon the terms and conditions set forth in the Agreement. The Court preliminary finds that the
15 terms of the proposed class action settlement are fair, reasonable, and adequate.

16 2. The Court hereby certifies a Class, for settlement purposes, defined as follows:

17 **Any and all persons employed by RNS in California and classified as a non-**
18 **exempt employees during the Class Period, from February 15, 2019 to February**
19 **15, 2024.**

20 3. The Court hereby appoints Plaintiff Adolfo Guadarrama Diaz as Class
21 Representative for settlement purposes.

22 4. The Court hereby appoints Justian Jusuf of the Law Office of Justian Jusuf APC
23 and Sahag Majarian II of the Majarian Law Group, APC as Class Counsel for settlement purposes.

24 5. The Court hereby preliminary finds the Agreement was the product of serious,
25 informed, non-collusive negotiations conducted at arms’ length by the Parties. In making these
26 preliminary findings, the Court considered the estimate of the Class Members’ total recovery,
27 Defendants’ potential liability, the disputed factual and legal issues involved in this case, the
28 allocation of settlement proceeds among Class Members, and the fact that a settlement represents a
compromise of the Parties’ respective positions rather than the result of a finding of liability at

1 trial. The Court further preliminary finds that the terms of the Settlement Agreement have no
2 obvious deficiencies and do not improperly grant preferential treatment to any individual Class
3 member.

4 6. The Court hereby approves the Notice of Class Action and PAGA Settlement
5 attached to the Settlement Agreement.

6 7. The Court finds that the Notice of Class and PAGA Settlement constitutes the best
7 notice practicable under the circumstances and is in full compliance with the laws of the State of
8 California and, to the extent applicable, the United States Constitution and the requirements of due
9 process. The Court further finds that the Notice of Settlement fully and accurately informs Class
10 members of all material elements of the proposed class action settlement, of each Class member's
11 right to be excluded from the Class, and each Class member's right and opportunity to object to
12 the proposed class action settlement.

13 8. The Court approves Phoenix Settlement Administrators to serve as the Settlement
14 Administrator.

15 9. The Parties are hereby ordered to implement the terms of the Agreement.

16 10. Any Class Member requesting to be excluded from the Settlement Class must
17 submit his or her written request for exclusion no later than 60 (sixty) days after the original date
18 of the Settlement Administrator's mailing of the Notice of Class and PAGA Settlement, which
19 shall be extended for any returned mails, as provided in the Settlement Agreement. Any Class
20 Member who submits a valid and timely request to be excluded from the Settlement shall no
21 longer be a member of the Settlement Class, shall not be bound by the terms of the Settlement as
22 provided in the Agreement, shall have no right to object to this Settlement, and shall receive no
23 benefit from this Settlement.

24 11. The Court further orders that each Class Member shall be given full opportunity to
25 object to the proposed class action settlement and to participate at a Final Approval hearing. Any
26 Class member objecting to the proposed class action settlement shall mail such objection to the
27 Settlement Administrator no later than 60 (sixty) calendar days after the date the Settlement
28 Administrator mails the Notice of Class and PAGA Settlement to Class Members, which shall be

1 extended for any returned mails, as provided in the Settlement Agreement. Plaintiff's Counsel
2 shall submit any such objections to the Court. Plaintiff's Counsel and Counsel for Defendant shall
3 file all written responses to any written objections filed by Class Members at least 14 (fourteen)
4 calendar days before the Final Approval hearing, provided, however, that failure to file a written
5 response shall not bar Plaintiff or Defendants from presenting oral argument or evidence
6 concerning such objection at the Final Approval hearing.

7 12. The **Final Approval Hearing** is set for _____ at _____ in
8 Department 1.

9 13. Plaintiff shall file the motion for final approval of the settlement, award of
10 attorneys' fees and costs, award of enhancement awards for Plaintiff, and approval of the
11 Settlement Administrator's fee and costs no later than sixteen (16) court days before the final
12 approval hearing. A declaration by the Settlement Administrator of due diligence and proof of
13 mailing with regard to the mailing of the notice shall accompany the motion for final approval of
14 the settlement.

15 **IT IS SO ORDERED.**

16
17 Dated: _____

Hon. Stuart M. Rice
Judge of the Superior Court