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 9 individually and on behalf of others similarly situated

FILED
 Superior Court of California
 County of Los Angeles

03/21/2025

David W. Slybia, Executive Officer / Clerk of Court

By: I. Yin Deputy

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,
 THOMAS W. KEMP, ADELA KEMP, and
 19 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**
) **FINAL APPROVAL OF CLASS ACTION**
) **AND PAGA SETTLEMENT AND**
) **JUDGMENT THEREON**

) Final Approval Hearing:

) Date: March 21, 2025

) Time: 10:30 a.m.

) Dept.: 1

) Complaint Filed: February 15, 2023

1 Plaintiff Adolfo Guadarrama Diaz (“Plaintiff”) and Defendants Republic National Security
2 (“RNS”), Thomas W. Kemp, and Adela Kemp (“Defendants”) (collectively the “Parties”) have
3 reached a settlement to fully resolve the alleged class claims and alleged claims for civil penalties
4 under the Labor Code Private Attorneys General Act (“PAGA”), upon the terms and conditions set
5 forth in the Class Action and PAGA Settlement Agreement (“Settlement” or “Agreement”), a copy
6 of which was submitted on June 5, 2024 as Exhibit 1 to the Declaration of Justian Jusuf in Support
7 of Preliminary Approval of the Settlement.

8 On October 15, 2024, the Court granted preliminary approval of the Settlement, and set a
9 final approval hearing for March 21, 2025 at 10:30 a.m.

10 Plaintiff has filed a motion for final approval of the Settlement.

11 After considering all submissions and arguments presented, IT IS HEREBY ORDERED,
12 ADJUGED AND DECREED:

13 1. The Court hereby GRANTS final approval of the class action settlement upon the
14 terms and conditions set forth in the Agreement.

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

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

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

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

22 5. The Court hereby approves the terms of the Settlement, and finds that the
23 settlement is, in all respects, fair, adequate and reasonable. In making this finding, the Court
24 considered the nature of the claims and the risks inherent in such claims, the monetary benefit
25 available to the Class Members, Defendants’ potential liability, and the fact that a settlement
26 represents a compromise of the Parties’ respective positions rather than the result of a finding of
27 liability at trial. The Court further finds that the terms of the Agreement have no obvious
28 deficiencies and do not improperly grant preferential treatment to Plaintiff, or any member of the

1 Class. Therefore, the Court finds that the Settlement was entered into in good faith.

2 6. The Court finds that the Settlement has been reached as a result of intensive,
3 serious and non-collusive, arms-length negotiations, following a private mediation conducted by
4 the Hon. Thomas Willhite, Jr. (Ret.). The Court further finds that the Parties have conducted
5 extensive investigation and research and counsel for the Parties are able to reasonably evaluate
6 their respective positions. The Court also finds that settlement at this time will avoid additional
7 substantial costs, as well as avoid the delay and risks that would be presented by the further
8 prosecution of the Action. The Court has noted the significant benefits to the Class Members
9 under the Settlement.

10 7. The distribution of the Notice of Class Action and PAGA Settlement as set forth in
11 the Agreement has been completed in conformity with the order granting preliminary approval of
12 the Settlement. The Notice of Settlement provided adequate notice of the proceedings and about
13 the case, including the proposed settlement terms as set forth in the Agreement. The Notice of
14 Settlement fully satisfied due process requirements. The Notice of Class Action and PAGA
15 Settlement was sent via U.S. Mail to all persons entitled to such notice and to all Class Members
16 and Aggrieved Employees who could be identified through reasonable effort. As executed, the
17 Notice of Settlement was the best notice practicable under the circumstances.

18 8. All Class Members and Aggrieved Employees shall be bound by the releases
19 provided in the Agreement, which are reflected in the Notice of Class Action and PAGA
20 Settlement distributed to the Class Members and Aggrieved Employees. Moreover, the releases
21 provided in the Agreement are as and apply to the Released Parties, as that term is defined in the
22 Agreement.

23 9. As provided in the Agreement (and reflected in the Notice of Class Action and
24 PAGA Settlement), all Participating Class Members, on behalf of themselves and their respective
25 former and present representatives, agents, attorneys, heirs, administrators, successors and assigns,
26 release Released Parties from (i) all claims that were alleged, or reasonably could have been
27 alleged, based on the Class Period facts stated in the Operative Complaint. Except as set forth in
28 Section 5.3 of the Agreement, Participating Class Members do not release any other claims,

1 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
2 Housing Act, unemployment insurance, disability, social security, workers' compensation or
3 claims based on facts occurring outside the Class Period. Moreover, Class Members who are
4 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former
5 and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the
6 Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have
7 been alleged, based on the PAGA Period facts stated in the Operative Complaint.

8 10. The Court hereby approves payment in the sum of \$20,000.00 (Twenty Thousand
9 Dollars and Zero Cents), to be paid out of the Gross Settlement Amount, in settlement of PAGA
10 penalties, 75% of which (\$15,000.00) shall be paid to the Labor and Workforce Development
11 Agency ("LWDA"), and the remaining 25% (\$5,000.00) shall be paid to Aggrieved Employees,
12 proportionally based on the number of Pay Periods they worked during the PAGA Period, as
13 provided in the Agreement.

14 11. The Court hereby approves an Enhancement Award in the amount of \$5,000.00
15 (Five Thousand Dollars and Zero Cents) to Plaintiff/Class Representatives, Adolfo Guadarrama
16 Diaz, to be paid out of the Gross Settlement Amount, for his services to the Class and taking the
17 risks of bringing the Action as a class action.

18 12. The Court hereby approves Phoenix Settlement Administrators having served as
19 the Settlement Administrator and approves its fees and costs in the amount of \$4,500.00 (Four
20 Thousand Five Hundred Dollars and Zero Cents), to be paid out of the Settlement Fund.

21 13. The Court hereby approves an award of reasonable attorneys' fees to Class Counsel
22 in the amount of \$38,333.33 (Thirty-Eight Thousand Three Hundred Thirty-Three Dollars and
23 Thirty-Three Cents), which is one-third (33.33%) of the Gross Settlement Amount, to be paid out
24 of the Gross Settlement Amount. The Court hereby approves an award of costs reimbursement to
25 Class Counsel in the amount of \$12,000.00 (Twelve Thousand Dollars and Zero Cents), to be paid
26 out of the Gross Settlement Amount. Defendants do not oppose these amounts. The Court finds
27 that these amounts are fair and reasonable under the circumstances both under the common fund
28 approach and the lodestar approach.

1 14. A summary of the payments to be made out of the Gross Settlement Amount is as
2 follows:

Gross Settlement Amount	\$115,000.00
Less attorney fees to Class Counsel, Law Office of Justian Jusuf, APC and Majarian Law Group, APC	\$38,333.33
Less attorney costs to Class Counsel	\$12,000.00
Less Enhancement Award to Plaintiff/Class Representative, Adolfo Guadarrama Diaz	\$5,000.00
Less payment to the LWDA (75% of \$20,000.00 PAGA penalty)	\$15,000.00
Less payments to Aggrieved Employees (25% of \$20,000.00 PAGA penalty), to be allocated proportionally based on their respective Pay Periods	\$5,000.00
Less Settlement Administration costs	\$4,500.00
Net Settlement Amount, to be allocated to the Class Members based on their respective Workweeks	\$35,166.67

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12 15. The Court hereby orders the Parties to implement the terms of the Agreement, and
13 directs the Settlement Administrator to implement the terms of the Settlement, including
14 disbursing the funds pursuant to the terms of the Settlement and consistent with this Order and
15 Judgment.

16 16. Any settlement checks that remain uncashed after the expiration of the check
17 cashing period shall be transmitted to the California State Controller's Office, to be placed in its
18 Unclaimed Property Funds.

19 17. This Judgment is intended to be a final disposition of this action in its entirety, and
20 is intended to be immediately appealable.

21 18. Pursuant to Rule 3.769(h) of the California Rules of Court and Code of Civil
22 Procedure section 664.6, the Court retains jurisdiction over the Parties to enforce the terms of the
23 Settlement and this Judgment.

24 19. A non-appearance status conference is scheduled for March 20, 2026.

25 20. The Parties are ordered to submit a joint status report at least five court days before

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1 the non-appearance status conference.

2 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**



Stuart M. Rice

3 Dated: 03/21/2025

Stuart M. Rice / Judge

Hon. Stuart M. Rice
Judge of the Superior Court

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