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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

JARMAR VINSON, on behalf of himself,
the State of California, and all Aggrieved
Employees,

Plaintiffs,

vs.

NATIONAL SECURITY INDUSTRIES
AND SERVICES, INC.; and DOES 1
through 100, Inclusive,

Defendants.

Case No. 23CV416392

REPRESENTATIVE ACTION

*[Assigned for all purposes to the Hon.
Theodore C. Zayner, Dept. 19]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFFS' MOTION
FOR APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS' GENERAL
ACT, REASONABLE ATTORNEYS'
FEES, AND COSTS**

Date: June 18, 2025

Time: 1:30 p.m.

Dept.: 19

Action Filed: May 12, 2023

Trial Date: None Set

1 This matter came on regularly for hearing before this Court on June 18, 2025, at 1:30
2 p.m. Having considered the Parties' Settlement Agreement ("Settlement");¹ the documents and
3 evidence presented in support thereof; and recognizing the disputed factual and legal issues
4 involved in this case; the risks of further prosecution, the substantial benefits to be received by
5 the State of California and the Aggrieved Employees pursuant to the Settlement; and the fair,
6 reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length
7 negotiations between the parties, the Court hereby makes a final ruling that the Settlement is
8 approved pursuant to Labor Code section 2699(l). Good cause appearing therefore, the Court
9 hereby GRANTS Plaintiffs Jarmar Vinson's and Roosevelt Stewart's ("Plaintiffs") Motion for
10 Approval of Claims under the Private Attorneys General Act ("Motion") and ORDERS as
11 follows:

12 1. The "Aggrieved Employees" shall be defined as: all non-exempt employees who
13 are or were employed by Defendant National Security Industries and Services, Inc. ("Defendant")
14 at any time during the PAGA Period in the State of California.

15 2. The "PAGA Period" means June 16, 2021 to September 13, 2024.

16 3. The Court hereby approves the settlement as set forth in the Settlement as fair,
17 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
18 terms.

19 4. The Court orders that Defendant shall deposit the PAGA Gross Settlement
20 Amount of \$117,500 into an account established by the Settlement Administrator, pursuant to the
21 terms of the Settlement.

22 5. The Court hereby approves the Explanatory Letter submitted by the parties and
23 included as Exhibit A to the Settlement.

24 6. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
25 Administrator.

27 ¹ All terms used in this Order shall have the same meaning as that assigned to them in the
28 Settlement Agreement, attached as Exhibit 1 to the Declaration of Neil M. Larsen submitted
concurrently with the Motion.

1 7. Within twenty-one (21) days after the Effective Date, Defendant shall provide the
2 Settlement Administrator with a list containing the Aggrieved Employees' names, last known
3 mailing addresses, last known telephone numbers, dates of employment or number of pay periods
4 worked during the PAGA Period, and Social Security numbers to the extent available from
5 Defendant's records, pursuant to the terms of the Settlement.

6 8. The Settlement Administrator is directed to mail the Individual PAGA Payments
7 and the Explanatory Letter to the Aggrieved Employees within twenty-one (21) days of receipt
8 of the Gross Settlement Amount being fully funded, pursuant to the terms of the Settlement.

9 9. The Court finds that attorneys' fees in the amount of one-third of the Gross
10 Settlement Amount (currently estimated to be \$39,162.75) for Plaintiffs' counsel, and
11 reimbursement of litigation costs of \$14,320.56 to Plaintiffs' counsel, are fair, reasonable, and
12 adequate, and orders the Settlement Administrator to distribute these payments to Plaintiffs'
13 Counsel as provided for in the Settlement Agreement.

14 10. The Court orders that the Settlement Administrator shall be paid \$4,950.00 for all
15 of its work done and to be done until the completion of this matter, and finds that sum appropriate.

16 11. The Court finds that the amount of \$44,300.02, representing 75% of the
17 \$59,066.69 amount allocated as PAGA civil penalties under the Settlement, to be paid to the
18 California Labor and Workforce Development Agency ("LWDA") as provided for by the
19 Settlement, is fair, adequate, and reasonable, and orders that payment be made to the LWDA in
20 accordance with the terms of the Settlement Agreement. Likewise, the Court finds that the amount
21 of \$14,766.67, representing 25% of the \$59,066.69 amount allocated as PAGA civil penalties
22 under the Settlement to be paid to the Aggrieved Employees is fair, adequate, and reasonable.

23 12. The Court approves the scope of the release as set forth in the Settlement.
24 Following entry of this Judgment and Order and the Settlement being fully funded, Plaintiff and
25 Aggrieved Employees will have released all of the PAGA Released Claims against Defendant
26 which were resolved as part of the Settlement. The PAGA Released Claims include all claims for
27 statutory penalties under the California Private Attorneys General Act, California Labor Code §
28 2698, *et seq.*, that could have been sought by the State of California Labor Commissioner for the

1 purported violations identified in Plaintiffs' Complaints and/or in their pre-filing written notice
2 letters submitted to the LWDA, including, but not limited to PAGA claims for alleged violations
3 of Labor Code section 200-204, 210, 226(a), 226(e), 226.3, 226.7, 512, 558, 1182.12, 1194,
4 1194.2, 1197, 1197.1, 1198, 2802, and all applicable Industrial Welfare Commission Wage
5 Orders. The release of the PAGA Released Claims shall extend for the duration of the PAGA
6 Period.

7 13. Upon entry of this Judgment and Order, the Court permanently enjoins and forever
8 bars Plaintiffs or the Aggrieved Employees from instituting or prosecuting any of the PAGA
9 Released Claims against Defendant which were resolved as part of the Settlement. Without
10 affecting the finality of this Judgment and Order in any way, the Court retains jurisdiction to
11 enforce the terms of the Settlement.

12 14. Plaintiff shall file a declaration confirming the final distribution of funds on or
13 before _____, 2025.

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

15
16 Dated: _____

16 By: _____
17 Honorable Theodore C. Zayner
18 Judge of the Superior Court
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