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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES -TORRANCE COURTHOUSE

ARLENE PARRA and SHALOMA SMITH, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiff,

vs.

MARKSMAN SECURITY CORPORATION, a Florida corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 23TRCV01864

Honorable Alan B. Honeycutt
Department E

[PROPOSED] ORDER AND JUDGMENT GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (CAL. LABOR CODE § 2698, *ET SEQ.*) SETTLEMENT AGREEMENT AND AWARD OF ATTORNEYS' FEES AND COSTS, GENERAL RELEASE FEES, AND SETTLEMENT ADMINISTRATION COSTS

Reservation ID:	194841821040
Date:	February 9, 2026
Time:	8:30 a.m.
Department:	E
Complaint Filed:	June 9, 2023
FAC Filed:	November 14, 2025
Trial Date	None Set

On February 9, 2026, this matter came on for a hearing in Department E of the Superior Court of the State of California, for the County of Los Angeles, on Plaintiffs Arlene Parra and Shaloma Smith (together, the "Plaintiffs") Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fees, and Settlement Administration Costs ("Motion for Approval of Settlement"). Lawyers *for* Justice, PC, and Bibiyan Law Group, P.C., appeared for Plaintiffs and Little Mendelson, P.C., appeared for Defendant Marksman Security Corporation ("Defendant").

On or around September 10, 2025, Plaintiffs and Defendant (together, the "Parties") executed the Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Settlement Agreement," or "Agreement").

The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the Declarations of Plaintiffs' Counsel Brian J. St. John and David D. Bibiyan, (3) the Declarations of Plaintiffs Arlene Parra and Shaloma Smith, and (4) the Settlement Agreement.

Having duly considered the Parties' papers and oral argument, and good cause appearing,

IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. The Motion for Approval of Settlement is granted.

2. All terms used herein shall have the same meaning defined in the Settlement Agreement.

3. Unless otherwise specified, all citations and references to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA") are to the version of the statute prior to the recent amendment effective July 1, 2024; the amended statute does not apply to the above-captioned action and the Settlement pursuant to California Labor Code § 2699(v)(1), as amended, because the above-captioned action was filed prior to June 19, 2024.

4. The Court finds that Plaintiffs have satisfied the prerequisites under the PAGA, including, and not limited to, providing the California Labor and Workforce Development Agency ("LWDA") and Defendant with notice of the specific provisions of the California Labor Code alleged to have been violated, including, and not limited to, the facts and theories to support the alleged

violations, in conformity with California Labor Code § 2699.3(a).

5. The Court also finds that the Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or appear in the above-captioned action (the "Action").

6. The Settlement pertains to the following aggrieved employees:

> All individuals who are or were employed by Defendant Marksman and worked in California as current and former hourly-paid or non-exempt employees at any time during the PAGA Period ("Aggrieved Employees").

7. The Court finds that the Parties reached the Settlement as a result of arm's-length negotiations.

8. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated for payment of penalties under PAGA ("Net Settlement Amount"), and determines that it is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement Amount shall be the Total Settlement Amount less the approved Attorneys' Fees and Costs to Lawyers *for* Justice, PC and Bibiyan Law Group, P.C., (collectively, "Plaintiffs' Counsel"), General Release Fees to Plaintiffs, and Settlement Administration Costs to Simpluris, Inc. (the "PAGA Settlement Administrator"). Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA ("LWDA Payment") and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees ("Employees' Portion") in accordance with this Order and Judgment and the Settlement Agreement. The Total Settlement Amount is $875,000.00, however, pursuant to Section3(b) of the Settlement Agreement, if the actual number of Compensable Pay Periods during the PAGA Period is more than twelve percent (12%) above 15,500 (i.e., 17,360), Defendant shall have the option to either: (a) increase the Total Settlement Amount by the percentage that the actual number exceeds 17,360 Compensable Pay Periods (e.g., if the number of Compensable Pay Periods increases by 13% to 17,515, the Total Settlement Amount will increase by 1%); or (b) end the PAGA Period on the date on which the number of Compensable Pay Periods reaches 17,360 Compensable Pay Periods ("Alternate End Date").

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9. The Court has considered the Settlement, and the monetary allocations provided thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA Settlement Administrator to administer the Settlement and to make the payments as provided for by, and consistent with, this Order and Judgment and the Settlement Agreement.

10. The Court approves Attorneys' Fees of 35% of the Total Settlement Amount (estimated to be $306,250.00 subject to increase pursuant to the escalator clause) to Plaintiffs' Counsel for attorneys' fees. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement. The Attorneys' Fees shall be split 65/35, with 65% of fees attributed to Lawyers *for* Justice, PC (counsel for Plaintiff Parra) and 35% of fees attributed to Bibiyan Law Group, P.C. (counsel for Plaintiff Smith).

11. The Court approves the payment of $22,799.68 to Plaintiffs' Counsel for reimbursement of litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

12. The Court approves payment in the amount of $5,000.00 to Plaintiff Arlene Parra and in the amount of $5,000.00 to Plaintiff Shaloma Smith for their General Release Fees. These amounts shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

13. The Court approves payment up to the amount of $5,500 to Simpluris, Inc. for payment of costs and expenses of administration of the Settlement ("Settlement Administration Costs"). This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

14. The Parties are directed to perform in accordance with the terms set forth in this Order and Judgment and the Settlement Agreement.

15. The Court further finds that notice of the Settlement need not be provided to the Aggrieved Employees; however, the Court approves the Cover Letter, attached hereto as "**EXHIBIT**

A," and the PAGA Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that it distributes payments to Aggrieved Employees for their share of the Employees' Portion ("Individual Settlement Share(s)").

16. No later than thirty (30) calendar days after the Court's order granting approval of the Settlement, Defendant shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees ("Aggrieved Employee List"), in accordance with this Order and Judgment and the Settlement Agreement.

17. Within fourteen (14) calendar days of the Effective Date, Defendant shall deposit the Total Settlement Amount into a qualified settlement account established, by the PAGA Settlement Administrator for administration of the Settlement in accordance with this Order and Judgment and the Settlement Agreement.

18. No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and the Total Settlement Amount, the PAGA Settlement Administrator shall distribute the LWDA Payment to the LWDA, Individual Settlement Share checks and Cover Letters to all Aggrieved Employees (together, the "PAGA Settlement Package(s)"), the General Release Fees to Plaintiffs, the Settlement Administration Costs to itself (only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees), the Attorneys' Fees and Costs to Plaintiffs' Counsel) unless instructed otherwise by Plaintiffs' Counsel), as provided for by this Order and Judgment and the Settlement Agreement.

19. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid and negotiable for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of each Aggrieved Employee at issue and in the amount(s) of their respective Individual Settlement Share(s).

20. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon the date entry of this Order and Judgment and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiffs and the State

of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged the Released Parties from the Released Claims.

21. "Released Parties" means Defendant, including any of their past, present, direct or indirect parents, subsidiaries, affiliates, holding companies, affiliated companies, partnerships, limited liability companies, including Marksman Security, LLC and Titan Shield Holdings, LLC, as well as each of their or their past, present officers, directors, executive-level employees, partners, members, managers, customers, subcontractors, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.

22. "Released Claims" means ", to the full extent permitted by law, of and from any and all claims for civil penalties, interest, attorneys' fees, and other forms of relief available under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* alleged in the Operative Complaint and Plaintiffs' PAGA Notices or which could have been alleged under the facts and/or allegations pleaded in the Operative Complaint and Plaintiffs' PAGA Notices, including for unpaid wages (including minimum, regular, overtime, double time, regular rate, reporting time, sick pay, vacation pay, wages), paid sick leave, untimely payment of final wages, untimely payment of wages during employment, non-compliant meal periods, non- compliant rest periods, non-compliant payment of meal and rest break premiums, non-compliant wage statements, non-compliant maintenance of payroll records, failure to reimburse necessary business expenses, failure to provide a day of rest, failure to furnish records, failure to maintain records, failure to pay vacation pay at separation, failure to provide proper notice under Wage Theft Protection Act, preventing employees from disclosing wages, retaliation for disclosing working conditions and/or violations of law, preventing employees from engaging in lawful conduct during non-work hours and/or reporting wage violations, based on alleged violation of California Labor Code sections 96, 98.6, 201, 201.3, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, *et seq.*, 432, 510, 512, 551, 552, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1197.5, 1198, 1198.5, 2800, 2802, and 2810.5, and IWC Wage Orders Nos. Nos. 1-2001, 4-2001, 5-2001, 7-2001, 9-2001, and 16-2001.

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23. “PAGA Period” means the period April 5, 2022, to the earlier of a) October 31, 2024 or, b) the Alternate End Date.

24. No individualized notice of this Order and Judgment is required to be provided to the Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system established for the filing of notices and documents, in conformity with California Labor Code § 2699(l)(3).

25. This Settlement and the terms set forth therein, is not an admission by Defendant or any of the Released Parties, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, may be used as an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant and/or the Released Parties. The entering into or carrying out of this Settlement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant, or any of the other Released Parties, and shall not be offered in evidence in any action or proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this Order, the Settlement, the Release by Aggrieved Employees, or any related agreement or release. Notwithstanding these restrictions, any of the Released Parties may file in this Action, or submit in any other proceeding, this Judgment and/or the Settlement, and any other papers and records on file in this Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the Released Claims by Aggrieved Employees.

26. Based on the foregoing and in accordance with the Settlement, this Action is DISMISSED WITH PREJUDICE, and each side is to bear its own costs and attorneys’ fees, except as provided by the Settlement.

Date: ______________________________ ______________________________

Honorable Alan B. Honeycutt
Judge of the Superior Court

EXHIBIT A

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Arlene Parra v. Marksman Security Corporation*, Los Angeles Superior Court Case No. 23TRCV01864; *Shaloma Smith v. Marksman Security Corporation; Corey Benn*, Orange County Superior Court Case No. 30-2024-01371284-CU-OE-CXC

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of **<<amount of payment>>** ("Individual Settlement Share"). This check is your payment from the settlement in the lawsuit entitled *Arlene Parra v. Marksman Security Corporation*, Los Angeles Superior Court Case No. 23TRCV01864 ("*Parra* Action"), and *Shaloma Smith v. Marksman Security Corporation; Corey Benn*, Orange County Superior Court Case No. 30-2024-01371284-CU-OE-CXC ("*Smith* Action") (together with the *Parra* Action, the "Actions").

The *Parra* Action was filed on June 9, 2023 by Arlene Parra ("Plaintiff Parra") against her former employer Marksman Security Corporation ("Defendant Marksman"), on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA"), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on April 5, 2024, Plaintiff Parra submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant Marksman's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and 2810.5 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order Nos. 1-2001 and 4-2001, thereby initiating LWDA Case LWDA-CM-946706-23 (the "Parra PAGA Notice").

The *Smith* Action was filed on January 4, 2024 by Shaloma Smith ("Plaintiff Smith") against her former employer Defendant Marksman, on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA"), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on September 28, 2023, Plaintiff Smith submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant Marksman's alleged violations of California Labor Code sections 96, 98.6, 201, 201.3, 202, 203, 204, 210, 212, 213, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, *et seq.*, 404, 432, 432.3 510, 512, 551, 552, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1527, 2800, 2802, 2810.5, 3366, 3457, 6400, *et seq.*, and 8397.4, California Code of Regulations, title 8, section 110404, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order Nos. 4-2001, 5-2001, 7-2001, 9-2001, and 16-2001, thereby initiating LWDA Case Number LWDA-CM-984421-23 (the "Smith PAGA Notice") (together with the *Parra* PAGA Notice, the "PAGA Notices").

Unless otherwise specified, all citations and references to PAGA are to the version of that statute prior to the recent amendment effective July 1, 2024; the amended statute does not apply to the Actions, or the Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the notice to the LWDA was filed prior to June 19, 2024.

Defendant denies all of Plaintiffs' allegations and denies any wrongdoing of any kind associated with Plaintiffs' allegations.

A settlement was reached between Plaintiffs and Defendant on October 2, 2024.

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all individuals who are or were employed by Defendant Marksman and performed work in California as current and former hourly paid or non-exempt employees at any time during the PAGA Period ("Aggrieved Employees"). The period from April 5, 2022 to [**INSERT PAGA PERIOD END DATE HERE**] is the PAGA Period.

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant Marksman in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement and full funding of total settlement amount>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

"Released Parties" means Defendant, including any of its past, present, direct or indirect parents, subsidiaries, affiliates, holding companies, affiliated companies, partnerships, limited liability companies, including Marksman Security, LLC, Marksman Security CA, LP, and Titan Shield Holdings, LLC, as well as each of its or their past, present officers, directors, executive-level employees, partners, members, managers, customers, subcontractors, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.

"Released Claims" means any and all claims for civil penalties, interest, attorneys' fees, and other forms of relief available under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* alleged in the Operative Complaint and Plaintiffs' PAGA Notices or which could have been alleged under the facts and/or allegations pleaded in the Operative Complaint and Plaintiffs' PAGA Notices, including for unpaid wages (including minimum, regular, overtime, double time, regular rate, reporting time, sick pay, vacation pay, wages), paid sick leave, untimely payment of final wages, untimely payment of wages during employment, non-compliant meal periods, non- compliant rest periods, non-compliant payment of meal and rest break premiums, non-compliant wage statements, non-compliant maintenance of payroll records, failure to reimburse necessary business expenses, failure to provide a day of rest, failure to furnish records, failure to maintain records, failure to pay vacation pay at separation, failure to provide proper notice under Wage Theft Protection Act, preventing employees from disclosing wages, retaliation for disclosing working conditions and/or violations of law, preventing employees from engaging in lawful conduct during non-work hours and/or reporting wage violations, based on alleged violation of California Labor Code sections 96, 98.6, 201, 201.3, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, *et seq.*, 432, 510, 512, 551, 552, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 2800, 2802, and 2810.5, and Industrial Welfare Commission Wage Order Nos. 1-2001, 4-2001, 5-2001, 7-2001, 9-2001, and 16-2001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [PAGA Settlement Administrator] at [toll-free phone number]