

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 9

23STCV20214

MONICA DEL RIO vs GOLDEN WEST SECURITY, INC.

January 14, 2026

8:30 AM

Judge: Honorable Elaine Lu
Judicial Assistant: R. Lindsey
Courtroom Assistant: M. Tavakoli

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): Ian McClain-Sewer (Telephonic)

Other Appearance Notes: For Plaintiff: Zachary D. Greenberg (telephonic)

NATURE OF PROCEEDINGS: Hearing on Motion for Final Approval of Settlement

The matter is NOT called for hearing.

The Court's tentative ruling on Motion for Final Approval was distributed via the Los Angeles Superior Court's website under Civil "Tentative Rulings" on this date.

No objectors appear this date in court or remotely via LA Court Connect.

The parties submitted to the Court's tentative Case Management Order prior to the matter being called for hearing.

The Court now adopts its tentative ruling as the final order of the court. Said ruling is filed this date and is incorporated into the case file.

Within 10 days, Class Counsel must give notice to the class members pursuant to California Rules of Court, Rule 3.771(b) (which may be effected by posting on the Administrator's website if consistent with the parties' Class Action Settlement) and to the LWDA, if applicable, pursuant to Labor Code §2699 (1)(3).

By **April 14, 2027**, Class Counsel must file a Final Report re: Distribution of the settlement funds.

The Court hereby sets a Non-Appearance Case Review for **April 21, 2027**, 8:30 a.m., Department 9.

01/14/2026

Final Approval of Class Action Settlement
Department SSC-9

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lindsey Deputy

Del Rio v. Golden West Security, Inc.

Case Number: 23STCV20214

Hearing: January 14, 2026 c/f October 30, 2025

RULING

The Parties' Motion for Final Approval of class action settlement is GRANTED as the settlement is fair, adequate, and reasonable.

The essential terms are:

- The Gross Settlement Amount ("GSA") is **\$960,000**, non-reversionary. (¶3.1)
- The Court hereby approves and awards the following from the GSA:
 - **\$319,968** (33%) for attorney fees (¶6.4);
 - **\$17,271.60** for litigation costs (*Ibid.*);
 - **\$5,000** for a Service Payment to the Named Plaintiff (¶3.1);
 - **\$10,000** for settlement administration costs (¶3.2.2);
 - **\$50,000** PAGA penalty (\$37,500 or 75% to the LWDA and \$12,500 or 25% to the Aggrieved Employees). (¶3.1)
- Defendant will also pay employer-side taxes. (¶3.1)

Plaintiffs' release of Defendants from claims described herein.

Within 10 days, Class Counsel must give notice to the class members pursuant to California Rules of Court, Rule 3.771(b) (which may be effected by posting on the Administrator's website if consistent with the parties' Class Action Settlement) and to the LWDA, if applicable, pursuant to Labor Code §2699 (1)(3).

By **April 14, 2027**, Class Counsel must file a Final Report re: Distribution of the settlement funds.

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BACKGROUND

This is a wage and hour class action. Defendant provides security services in Los Angeles County and throughout the State of California. On August 23, 2023, Plaintiff a Class Action Complaint against Defendant alleging: (1) Failure to Pay Minimum Wages (Lab. C. §§ 1182.12, 1194, 1194.2, 1197 and 1197.1); (2) Failure to Pay Overtime Wages (Cal. Lab. C. §§ 510, et seq.); (3) Failure to Timely Pay Wages During Employment (Cal. Lab. C. §§ 204, 210); (4) Failure to Timely Pay Wages Upon Termination (Cal. Lab. C. §§ 201 – 203); (5) Failure to Pay Meal Periods Premiums (Cal. Lab. C. §§ 226.7, 512); (6) Failure to Pay Rest Periods Premiums (Cal. Lab. C. §§ 226.7, 512); (7) Failure to Provide Accurate Wage Statements (Cal. Lab. C. § 226); (8) Failure to Indemnify for Business Expenses (Cal. Lab. C. §§ 2800, 2802); (9) Unfair Competition (Cal. Bus. & Prof. C. §17200, et seq.); (10) Failure to Permit Inspection of Employment Records (Lab. C. §§ 226, 432, 1198.5); (11) Private Attorney General's Act Violation (Cal. Lab. C. § 2698, et seq.).

Counsel represents that prior to mediation, Defendant produced over 8,000 pages of time, wage, payroll and policy records, from which Class Counsel randomly selected time and wage records for a sampling of 50 employee from which aggregate workweeks and pay periods, average hourly rate, average length of shifts and average number of hours worked per week. From this data, Class Counsel estimated the number of allegedly noncompliant meal periods, the amount of allegedly unpaid overtime, and the amount of allegedly unpaid sick time.

On September 19, 2023, the Parties engaged in a full-day mediation with Lynn Frank, and were able to come to an agreement via mediator's proposal. Thereafter the parties executed a long-form settlement agreement, a copy of which was filed with the Court on March 22, 2024 attached to the Declaration of Aidin D. Ghavimi ("Ghavimi Decl.") as Exhibit 1.

On May 28, 2024, the court issued a checklist of items for counsel to address and continued preliminary approval. In response, on November 25, 2024, counsel filed a fully executed Amended Settlement Agreement attached to the Supplemental Declaration of Aidin D. Ghavimi ("Ghavimi Supp. Decl.") ISO Preliminary Approval as Exhibit C.

On January 8, 2025, the court issued a checklist of items for counsel to address and continued preliminary approval. In response, on March 11, 2025, counsel filed a partially executed Amended Settlement Agreement attached to the Second Supplemental Declaration of Aidin D. Ghavimi ("Ghavimi 2nd Supp. Decl.") ISO Preliminary Approval as Exhibit C.

On March 18, 2025, the court Electronically Received a fully executed Amended Settlement Agreement (filed as a stip and order).

On March 25, 2025, the court continued preliminary approval for further briefing. In response, on April 23, 2025, counsel filed a fully executed Amended Settlement Agreement attached to the Supplemental Declaration of Zachary D. Greenberg ("Greenberg Decl.") ISO Preliminary Approval as Exhibit B.

Preliminary Approval was granted on May 21, 2025. Counsel represent that Notice was given to the Class Members as ordered. (See Declaration of Jarrod Salinas ("Salinas Decl.")).

Now before the Court is the motion for final approval of the settlement agreement.

CLASS DEFINITION AND ESSENTIAL TERMS OF SETTLEMENT AGREEMENT

The essential terms are as follows:

- "Class Employee" means all non-exempt employees employed by Defendant in California during the Class Period. (Settlement Agreement, ¶1.4a.)
 - "Class Period" means August 23, 2019 through November 19, 2023. (¶1.19a)

- Based on a review of its records to date, Defendant estimates that as of September 26, 2023, there were 470 Class Employees who worked an average of 104 Class Pay Periods. (¶4.1a)
 - There are 477 Class Members who worked a collective total of 36,838 Workweeks during the Class Period. (Salinas Decl., ¶11.)
- "Aggrieved Employee" means all non-exempt employees employed by Defendant in California during the PAGA Period. (¶1.4b)
 - "PAGA Period" means June 15, 2022, through November 19, 2023. (¶1.19b)
 - Based on a review of its records to date, Defendant estimates that as of September 26, 2023, there were 137 Aggrieved Employees who worked a total of 26 PAGA Pay Periods. (¶4.1b)
 - There are 274 Aggrieved Employees who worked a total of 5,735 Pay Periods during the PAGA Period. (Salinas Decl., ¶14.)
- Defendant has represented that there are approximately 53,768 affected workweeks in the period from August 23, 2019, through November 19, 2023. (¶3.2.1)
 - There are 477 Class Members who worked a collective total of 36,838 Workweeks during the Class Period. (Salinas Decl., ¶11.)
- The Gross Settlement Amount ("GSA") is **\$960,000**, non-reversionary. (¶3.1)
- The Net Settlement Amount ("Net") (**\$568,532**) is the GSA minus the following:
 - Up to **\$319,968** (33%) for attorney fees (¶6.4);
 - Up to **\$19,000** for litigation costs (*ibid.*);
 - Up to **\$5,000** for a Service Payment to the Named Plaintiff (¶3.1);
 - Up to **\$10,000** for settlement administration costs (¶3.2.2);
 - Payment of **\$37,500** (75% of \$50,000 PAGA penalty) to the LWDA. (¶3.1)
- Defendant will also pay employer-side taxes. (¶3.1)
- Funding of GSA: Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date. (¶4.3)
- Uncashed Settlement Checks: The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. (¶¶4.4.1a-b) For any Class/Aggrieved Employee whose Individual Class Payment/ Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class/Aggrieved Employee. (¶4.4.3)
- The Settlement was submitted to the LWDA on March 22, 2024. (Exhibit 3 to Ghavimi Decl. ISO Preliminary Approval)

ANALYSIS OF SETTLEMENT AGREEMENT

A. Does a presumption of fairness exist?

The Court preliminarily found in its Orders on May 21, 2025 that the presumption of fairness should be applied. No facts have come to the Court's attention that would alter that preliminary conclusion. Accordingly, the settlement is entitled to a presumption of fairness as set forth in the preliminary approval order.

B. Is the settlement fair, adequate, and reasonable?

The settlement was preliminarily found to be fair, adequate and reasonable. Notice has now been given to the Class and the LWDA.

Reaction of the class members to the proposed settlement.

Number of class members: 447 (Salinas Decl., ¶3.)
Number of notice packets mailed: 447 (*Id.* at ¶5.)
Number of undeliverable notices: 6 (*Id.* at ¶7.)
Number of opt-outs: 0 (*Id.* at ¶8.)
Number of objections: 0 (*Id.* at ¶9.)
Number of participating class members: 447 (*Id.* at ¶11.)
Average individual payment: \$1,169.31 (*Id.* at ¶13.)
Highest estimated payment: \$3,361.28 (*Ibid.*)
Lowest estimated payment: \$15.14 (*Ibid.*)
Number of Aggrieved Employees: 274 (*Id.* at ¶14.)
Average PAGA payment: \$45.62 (*Ibid.*)
Highest estimated PAGA payment: \$82.82 (*Ibid.*)

The Court finds that the notice was given as directed and conforms to due process requirements. Given the reactions of the Class Members and the LWDA to the proposed settlement and for the reasons set for in the Preliminary Approval order, the settlement is found to be fair, adequate, and reasonable.

C. Attorney Fees and Costs

Class Counsel request \$319,968 (33%) in fees and litigation costs and expenses in the amount of \$17,271.60. (Ghavimi Decl. ISO Final Approval, ¶¶4, 26.)

The Settlement provides for attorney's fees up to \$319,968 (1/3) and costs of \$19,000 (Settlement Agreement, ¶6.4); the class was provided notice of the requested awards and none objected. (Salinas Decl., ¶9 and Exhibit A thereto.)

"Courts recognize two methods for calculating attorney fees in civil class actions: the lodestar/multiplier method and the percentage of recovery method." (*Wershba* at 254.) Here, class counsel requests attorney fees using the percentage method. (Motion ISO Final Approval, pgs. 11-16.)

The fee request represents 33% of the gross settlement amount which is the average generally awarded in class actions. See *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 558, fn. 13 ("Empirical studies show that, regardless of whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery.").

Counsel has provided the following lodestar information:

Billor	Rate	Hours	Lodestar
Aidin D. Ghavimi, Esq	\$850.00	167.6	\$142,375.00
Zachary Greenberg	\$550.00	133.7	\$73,535.00
McKenzie Mitosinka	\$150.00	45.9	\$6,885.00

Total:		347.2	\$222,795.00
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(Ghavimi Decl. ISO Final Approval, ¶¶6-7 and Exhibit A thereto; Greenberg Decl. ISO Final Approval, ¶¶44-46.)

Counsel has spent 347.2 hours in connection with this litigation for a lodestar of \$222,795.00, resulting in a multiplier of 1.43 to yield the requested fee amount. (Ghavimi Decl. ISO Final Approval, ¶19.)

As for costs, Class Counsel is requesting **\$17,271.60** in costs, which is less than the settlement cap of \$19,000. (Ghavimi Decl. ISO Final Approval, ¶70 and Exhibit 1 thereto.)

Counsel represents that **\$17,271.60** in costs were incurred in this matter, which include, but are not limited to, filing fees (\$1,481.72), mediation (\$10,000), and Clearview Consulting Group, LLC Expert fees (\$5,418). (*Ibid.*) The costs seem reasonable and necessary to litigation. The class was provided notice of the costs in the amount of \$19,000, and none objected. (Salinas Decl., ¶9 and Exhibit A thereto.)

Based on the above, the Court hereby awards **\$319,968** for fees and **\$17,271.60** for litigation costs.

D. Incentive Award to Class Representative

The Settlement Agreement provides for up to **\$5,000** for an incentive award to the class representative. (Settlement Agreement, ¶3.1.)

Plaintiff Del Rio represents that her contributions to this litigation include, and are not limited to spending 23 hours on the following: obtaining counsel, gathering documents, reviewing documents, identifying witnesses, having numerous conversations with counsel, assisting in mediation preparations, remaining available via zoom during mediation, and reviewing the settlement. (Del Rio Decl., ¶¶7-8.)

Based on the above, the Court hereby awards an enhancement in the amount of **\$5,000**.

E. Claims Administration Costs

The claims administrator requests **\$10,000** for the costs of administering the settlement. (Salinas Decl., ¶16.) This is equal to the \$10,000 maximum amount estimated at preliminary approval and disclosed in the notice to class members, to which there were no objections. (*Id.* at ¶9 and Exhibit A thereto.) Based on all the work performed by the Claims Administrator, the Court hereby awards costs in the requested amount.

CONCLUSION AND ORDER

The Parties' Motion for Final Approval of class action settlement is GRANTED as the settlement is fair, adequate, and reasonable.

The essential terms are:

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- The Court hereby approves and awards the following from the GSA:

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 - **\$50,000** PAGA penalty (\$37,500 or 75% to the LWDA and \$12,500 or 25% to the Aggrieved Employees). (§3.1)
- Defendant will also pay employer-side taxes. (§3.1)

Plaintiffs' release of Defendants from claims described herein.

Within 10 days, Class Counsel must give notice to the class members pursuant to California Rules of Court, Rule 3.771(b) (which may be effected by posting on the Administrator's website if consistent with the parties' Class Action Settlement) and to the LWDA, if applicable, pursuant to Labor Code §2699 (1)(3).

By **April 14, 2027**, Class Counsel must file a Final Report re: Distribution of the settlement funds.

The Court hereby sets a Non-Appearance Case Review for **April 21, 2027**, 8:30 a.m., Department 9.

THE COURT'S JUDICIAL ASSISTANT IS TO GIVE NOTICE TO THE MOVING PARTY (PLAINTIFF). THE MOVING PARTY IS TO GIVE NOTICE TO ALL OTHER PARTIES.

IT IS SO ORDERED.

DATED: January 14, 2026



Elaine Lu

ELAINE LU
Elaine Lu / Judge
Judge of the Superior Court