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Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

STAR SUM, individually, and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

A TEAM SECURITY, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No: CIVSB2324318

**[PROPOSED] ORDER GRANTING
PLAINTFF'S MOTION TO APPROVE
PAGA SETTLEMENT AND JUDGMENT**

Date: December 22, 2025

Time: 8:30am

Dept.: S37

Judge: Corey G. Lee

1 Plaintiff Star Sum (“Plaintiff”) moves for approval of the settlement of Plaintiff’s claims
2 under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to California
3 Labor Code § 2699, against A Team Security, Inc. (“Defendant”).

4 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted
5 in this action and is authorized to act as a private attorneys general with respect to the PAGA claims
6 being released under the terms of the Joint Stipulation of Settlement of PAGA Action and Release
7 of PAGA Claims (“Settlement Agreement”). The California Labor Workforce Development
8 Agency (“LWDA”) was provided with notice of the settlement and the motion for approval of the
9 settlement via its online process and no objection has been received to the settlement or the motion
10 from the LWDA. The Court grants approval of the settlement of Plaintiff’s PAGA claims and the
11 Gross Settlement Amount to be paid as part of the settlement as set forth in the Settlement
12 Agreement, which was filed with the Court (“PAGA Settlement”).

13 The PAGA Settlement provides for a Gross Settlement Amount in the total sum of
14 \$145,000.00, which includes the Net Settlement Amount, PAGA Counsel Award in the amount of
15 \$75,750.00 (comprised of attorneys’ fees in the amount of \$50,750 and reimbursed litigation
16 expenses in the amount of \$25,000), Service Award of up to \$10,000.00 for the Plaintiff, and a
17 Claims Administration Costs estimated in the amount of \$4,990.00. The Net Settlement Amount is
18 the amount remaining from the Gross Settlement Amount after the deduction of the Claims
19 Administration Costs, PAGA Counsel Award, and Plaintiff’s Service Award. The Administrator
20 will be Apex Class Action LLC. The sum of any settlement checks not cashed within 180 days, or
21 the extended deadline as provided in the Settlement Agreement, will be transmitted to the State
22 Controller’s Unclaimed Property Fund in the name of the Aggrieved Employee who did not cash
23 their check. The Court approved the Gross Settlement Amount and the distributions of the Gross
24 Settlement Amount as set forth above.

25 The “Aggrieved Employees” are defined as “all current and former non-exempt employees
26 who worked for Defendant A Team Security, Inc. in California during the PAGA Period, defined
27 as the period between July 28, 2022 and April 25, 2025 (“PAGA Period”). Upon approval by the
28 Court of the PAGA Settlement and funding in full of the PAGA Settlement by Defendant,

1 Defendant shall be entitled to a release from the State of California, the LWDA, and Plaintiff as to
2 the following claims: all PAGA claims alleged in the Operative Complaint and/or Plaintiff's PAGA
3 notice to the LWDA, which occurred during the PAGA Period, and expressly excluding all other
4 claims, including claims for vested benefits, wrongful termination, unemployment insurance,
5 disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period
6 ("Released PAGA Claims").

7 Neither the Settlement Agreement nor any act performed or document executed pursuant to
8 or in furtherance of the Settlement Agreement: (i) is or may be deemed to be or may be used as an
9 admission of, or evidence of, the validity of any Released PAGA Claims; or (ii) is or may be deemed
10 to be or may be used as an admission of, or evidence of, any fault or omission by Defendant or any
11 of the Released Parties in any civil, criminal, or administrative proceeding in any court,
12 administrative agency, or other tribunal. Defendant or any of the Released Parties may file the
13 Settlement Agreement and/or the separate Judgment from this action in any other action that may
14 be brought against it or them in order to support a defense or counterclaim based on principles of
15 *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any
16 theory of claim preclusion or issue preclusion or similar defense or counterclaim.

17 The Court, having reviewed the evidence and papers submitted and argument of counsel,
18 pursuant to Labor Code section 2699(s)(2) hereby GRANTS the Parties' motion and approves the
19 PAGA Settlement as set forth in the Settlement Agreement and the Gross Settlement Amount,
20 which shall be allocated and paid out as set forth in the Settlement Agreement.

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1 Judgment is hereby entered on the claims asserted under PAGA in this action. After entry
2 of this Order and Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and
3 enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
4 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
5 the distribution of settlement benefits.

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7 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
8 **ENTERED ACCORDINGLY.**

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10 DATED: _____, 2025

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12 _____
13 THE HONORABLE COREY G. LEE
14 JUDGE OF THE SUPERIOR COURT
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