

FILED
San Diego Superior Court

APR 30 2025

Clerk of the Superior Court
By: M. David, Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

OSCAR IRUEGAS, an individual, on behalf
of himself and others similarly situated,

PLAINTIFF,

v.

BALD EAGLE SECURITY SERVICES,
INC.; and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 37-2023-00030158-CU-OE-CTL

[Case Assigned for All Purposes to Hon. Blaine
K. Bowman in Dept. C-74]

**~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING
JUDGMENT**

Date: April 25, 2025

Time: 8:30 AM

Dept.: C-74

Complaint Filed:

July 18, 2023

FAC Filed:

September 25, 2023

Trial Date:

None Set

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 The above captioned Action is a class action lawsuit brought by Plaintiff Oscar Iruegas
3 (“Class Representative” or “Plaintiff”) against Defendant BALD EAGLE SECURITY
4 SERVICES, INC. (“Defendant”). The Motion for Final Approval of Class Action Settlement came
5 before this Court, on April 25, 2025.

6 **WHEREAS**, Judge Blaine K. Bowman granted preliminary approval of the Class Action
7 and PAGA Settlement Agreement (“Agreement”), attached to the concurrently-filed Declaration
8 of Eric B. Kingsley as Exhibit “1”, on November 1, 2024.

9 **WHEREAS**, Plaintiff Oscar Iruegas has applied to the Court for an order granting final
10 approval of the Agreement.

11 **WHEREAS**, the Agreement sets forth the terms and conditions for the proposed
12 Agreement and for entry of an Order of Final Approval and entry of final judgment thereon. The
13 Court having read and considered Plaintiff’s Motion for Final Approval of Class Action
14 Settlement; Motion for Approval of Attorneys’ Fees and Costs; the Declarations of Eric B.
15 Kingsley, Oscar Iruegas; Willam Zev Abramson, and Makenna Snow of ILYM Group, Inc. ; and
16 the supporting documents annexed thereto, now finds:

17 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

18 1. The Court has personal jurisdiction over all Settlement Class Members and that the
19 Court has subject matter jurisdiction to approve the Agreement;

20 2. The terms of the Agreement are fair, just, reasonable, and adequate, consistent and
21 in compliance with California Code of Civil Procedure, the California and United States
22 Constitutions (including the due process clauses), the California Rules of Court and any other
23 applicable law, and in the best interest of each of the Parties and the Settlement Class Members
24 and is hereby finally approved in all respects.

25 3. The Parties are hereby directed to perform the terms of the Settlement as described
26 in the Agreement according to its terms and provisions.

27 4. The Agreement is binding on Plaintiff and all other Settlement Class Members,
28 except those who timely and properly filed Request for Exclusion, as well as their heirs, executors

1 and administrators, successors and assigns.

2 5. There are zero (0) valid requests for exclusion.

3 6. There are no objectors to the Agreement.

4 7. It is ordered that the Class is certified for settlement purposes only. The Court
5 finds that an ascertainable class exists and a well-defined community of interest exists in the
6 questions of law and fact involved because in the context of the Agreement: (i) there are questions
7 of law and fact common to the Settlement Class Members which, as to the Agreement and all
8 related matters, predominate over any individual questions; (ii) the Claims of Plaintiff are typical
9 of the Claims of the Settlement Class Members; and (iii) in negotiating, entering into and
10 implementing the Agreement, Plaintiff and Plaintiff's Attorneys have fairly and adequately
11 represented and protected the interest of the Settlement Class Members.

12 8. The Court finds that the Notice and notice methodology implemented pursuant to
13 this Agreement (i) constituted the best practicable notice; (ii) constituted notice that was
14 reasonably calculated, under the circumstances, to apprise Settlement Class Members of the
15 pendency of the Action, their right to object to or exclude themselves from the proposed
16 Agreement and their right to appear at the Final Settlement Hearing; (iii) were reasonable and
17 constituted due, adequate and sufficient notice to all persons entitled to receive notice; and (iv)
18 met all applicable requirements of the California Code of Civil Procedure, the California and
19 United States Constitution (including the Due Process Clause), the California Rules of Court and
20 any other applicable law.

21 9. The Class is hereby made final. The Class is defined as: "All persons who are
22 employed or have been employed as a non-exempt security guard by Defendant in the State of
23 California during the Class Period." (the "Class").

24 10. The "Class Period" is January 1, 2021 to May 23, 2024.

25 11. The Aggrieved Employees are hereby made final. The Aggrieved Employees are
26 defined as: "All persons who are employees or have been employed as an hourly employee by
27 Defendant in the State of California during the PAGA Period." ("Aggrieved Employees").

28 12. The "PAGA Period" is January 1, 2021 to May 23, 2024.

1 13. The Agreement is not an admission by Defendant, nor is this Final Order a finding
2 of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final Order,
3 the Agreement, nor any document referred to herein, nor any action taken to carry out the
4 Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or
5 wrongdoing on the part of Defendant.

6 14. Pursuant to the Agreement, upon entry of this Final Order, Plaintiff and each
7 Settlement Class Member shall fully release and discharge the Released Parties pursuant to the
8 following release and expressly waive and relinquish any and all claims, rights or benefits that
9 they may have under California Civil Code § 1542, which provides:

10 “(i) all claims that were alleged, or reasonably could have been
11 alleged, based on the Class Period facts stated in the First Amended
12 Complaint and PAGA Notice, including, (1) Failure to Provide Meal
13 Breaks Pursuant to Labor Code §§ 226.7 and 512; (2) Failure to
14 Provide Rest Breaks Pursuant to Labor Code § 226.7; (3) Failure to
15 Reimburse Expenses Pursuant to Labor Code § 2802; (4) Waiting
16 Time Penalties Pursuant to Labor Code § 203; (5) Violation of
17 Business & Professions Code § 17200; (6) Penalties Pursuant to
18 Labor Code § 2699, et seq. as against Defendant based on the facts
19 alleged in the Action during the Class Period; and (ii) any damages,
20 premiums, penalties, liquidated damages, interest, punitive
21 damages, costs, attorneys’ fees, injunctive relief, declaratory relief,
22 or accounting based on the Operative Complaint or PAGA Notice
23 and which occurred during the Class Period. Except as set forth in
24 Sections 6.1 and 6.3 of this Agreement, Participating Class
25 Members do not release any other claims, including claims for
26 vested benefits, wrongful termination, violation of the Fair
27 Employment and Housing Act, unemployment insurance, disability,
28 social security, workers’ compensation, or claims based on facts
occurring outside the Class Period.”

15. Pursuant to the Agreement, All Non-Participating Class Members, as well as Class
Members, who are Aggrieved Employees are deemed to release, on behalf of themselves and their
respective former and present representatives, agents, attorneys, heirs, administrators, successors,
and assigns, the Released Parties from (i) all claims for PAGA penalties that were alleged, or
reasonably could have been alleged, based on the PAGA Period facts stated in the Operative
Complaint, and the PAGA Notice for alleged violations of Labor Code §§ 201, 202, 203, 226(a),
226.7, 512, and 2802; (ii) and any damages, civil penalties, interest, punitive damages, costs,
attorneys’ fees, based on the Operative Complaint or PAGA Notice and which occurred during the

1 PAGA Period.

2 16. Plaintiff and all Settlement Class Members who have not been timely and properly
3 excluded from the Class, and any person acting on their behalf, are permanently barred and
4 enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as class
5 members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any
6 state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any
7 jurisdiction based on the Released Claims; and (ii) organizing such non-excluded Settlement Class
8 Members into a separate class for purposes of pursuing as a purported class action (including by
9 seeking to amend a pending complaint to include class allegations, or by seeking class certification
10 in a pending action) any lawsuit based on or relating to the Released Claims;

11 17. The Agreement provides that the Gross Settlement Amount is one hundred and
12 sixty thousand dollars and zero cents (\$160,000.00). The Net Settlement Amount shall be
13 determined according to the terms of the Agreement.

14 18. The Court orders the calculations and the payments to be made and administered in
15 accordance with the terms of the Agreement.

16 19. The Court hereby finds that Plaintiff and Class Counsel adequately represented the
17 Class for purposes of entering into and implementing the settlement. The Court hereby confirms
18 Kingsley Szamet Employment Lawyers and Abramson Labor Group as Class Counsel in the
19 Action.

20 20. The Court hereby finds the unopposed application of Class Counsel for a costs and
21 attorneys' fees award provided for under the proposed Agreement to be fair and reasonable in light
22 of all the circumstances and is hereby granted. Of the Gross Settlement Amount, \$53,333.33 shall
23 be paid for attorney fees and \$11,171.09 shall be paid for litigation costs.

24 21. The unopposed application of Class Counsel for an enhancement payment to
25 Plaintiff is hereby granted. Of the Gross Settlement Amount, a \$5,000.00 Class Representative
26 Enhancement Payment shall be allocated to Class Representative Oscar Iruegas.

27 22. The unopposed application of Class Counsel for claims administration fees to
28 ILYM Group, Inc. is hereby granted. Of the Gross Settlement Amount, \$9,950.00 shall be paid

1 for settlement administration fees.

2 23. Defendant shall have no further liability for costs, expenses, interest, attorneys'
3 fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

4 24. The Court approves the PAGA Penalties in the amount of \$7,500.00. The Court
5 approves 75% of the PAGA Penalties being allocated to the Labor and Workforce Development
6 Agency ("LWDA") in the amount of \$5,625.00. The Court further directs that the remaining 25%
7 of the PAGA Penalties, in the amount of \$1,875.00 shall be allocated to the Net Settlement Amount
8 for distribution to the Settlement Class Members.

9 25. If a Settlement Class Member does not cash his or her settlement check within 180
10 days, the uncashed funds shall be transmitted by the Administrator to the San Diego County Bar
11 Foundation in the name of the class member who did not cash his or her Individual Class Payment
12 check.

13 26. Defendant shall have no further liability for costs, expenses, interest, attorneys'
14 fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

15 27. The Court hereby grants and authorizes the Parties, without further approval from
16 the Court, to agree to and to adopt such amendments, modifications and expansions of this
17 Stipulation and all exhibits attached hereto as (i) are consistent with the Final Judgment; and (ii)
18 do not limit the rights of Settlement Class Members under the Stipulation.

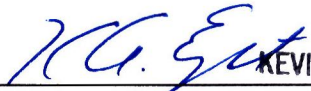
19 28. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court
20 shall retain jurisdiction over the Action, the Parties, and the Class, as well as the administration
21 and enforcement of the terms of the Settlement of this action to enforce the terms of the judgment.
22 Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction
23 over the Action, the Parties, and the Class, as well as the administration and enforcement of the
24 Settlement. Any disputes or controversies arising with respect to the interpretation,
25 consummation, enforcement, or implementation of the Settlement shall be presented by motion to
26 the Court; provided however, that nothing in this Part shall restrict the ability of the Parties to
27 exercise their rights to terminate the Settlement pursuant to the terms of the Agreement.

28 ///

29. This Final Order shall constitute a final judgment.

DATED: _____

4-30-25


KEVIN A. ENRIGHT
JUDGE OF THE SUPERIOR COURT