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KATE BIEKER
CLERK OF THE SUPERIOR COURT
COUNTY OF CONTRA COSTA, CA
BY: *[Signature]*
C. TRACIA, DEPUTY CLERK

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23 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**24 **COUNTY OF CONTRA COSTA**25 AUTUMN MOORE, on behalf of the general
26 public and other "aggrieved employees",

27 Plaintiff,

28 v.

AEGIS SECURITY & INVESTIGATIONS,
INC., a California Corporation, and DOES 1
through 10, inclusive,

Defendants.

Case No. C23-02631

**STIPULATION AND [PROPOSED]
JUDGMENT AND ORDER APPROVING
SETTLEMENT OF PRIVATE ATTORNEYS
GENERAL ACT CLAIMS***[Concurrently filed with Declaration of Roman
Otkupman]*

Action Filed: October 17, 2023

STIPULATION

IT IS HEREBY STIPULATED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. On August 11, 2023, Plaintiff Autumn Moore ("Plaintiff") sent a PAGA Notice to the Labor Workforce and Development Agency ("LWDA") and Defendant AEGIS Security & Investigations, Inc. ("Defendant") that Plaintiff alleges to be in compliance with the exhaustion requirements of the California Labor Code Private Attorneys General Act ("PAGA"), articulating claims related to the failure to properly pay all minimum and overtime wages due; the failure to pay premium wages for missed meal and rest breaks; the failure to issue accurate, itemized wage statements; the failure to timely pay wages during employment; the failure to pay all wages due at the separation of employment; the failure to reimburse for business expenses; the failure to provide suitable seating; and the failure to provide a safe and healthful place of employment. (See Declaration of Roman Otkupman ("Otkupman Decl."), ¶ 12, Exhibit 1)

2. On October 17, 2023, Plaintiff filed the representative action entitled *Autumn Moore, on behalf of the general public and other "aggrieved employees" v. AEGIS Security & Investigations, Inc., et al.* in Contra Costa County Superior Court, alleging PAGA violations as set forth in Plaintiff's Complaint pursuant to Labor Code § 2698, et seq. ("PAGA") for alleged violations of Labor Code §§ 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e), 1174(d), 201-203, 204(a), (b), 2802, 1198, 210, 218, 6400, 6401, 6403, 6404, 6407, 8 CCR 3202 (the "Action"). (Otkupman Decl., ¶ 13)

3. Plaintiff's complaint alleges violations of the PAGA for Defendant's failure to properly pay all minimum and overtime wages due (including alleged off-the-clock and time clock rounding claims), failure to pay premium wages for missed meal and rest breaks, failure to issue accurate, itemized wage statements, failure to timely pay wages during employment, failure to timely pay all wages due at the separation of employment, failure to reimburse for business expenses, failure to provide suitable seating, and failure to provide a safe and healthful place of employment. (Otkupman Decl., ¶ 13)

4. Defendant categorically denies all of the allegations in the Action and denies that it has committed any misconduct, statutory or regulatory violation, wrongdoing, or any other

1 actionable conduct of any kind. (Otkupman Decl., ¶ 13)

2 5. During the course of litigation, Plaintiff and Defendant (hereinafter, Plaintiff and
3 Defendant are collectively referred to as the “Parties”) engaged in informal discovery and exchanged
4 extensive documents and information that allowed both sides to thoroughly evaluate the potential
5 exposure and potential risk, such as review of Defendant’s policies and procedures related to the
6 claims alleged and time and pay records, among others. Specifically, Plaintiff obtained, through
7 informal discovery, statistical data including records of Aggrieved Employees, which consisted of
8 wage statements, clock-in and clock-out times, times taken for meal breaks, wages earned during
9 the relevant pay periods, written policies and procedures on meal breaks, rest breaks, overtime
10 compensation, and reimbursement for business expenses, the number of pay periods in the PAGA
11 Period and the total number of Aggrieved Employees. Further, the Aggrieved Employees were
12 similar or identical in their duties, schedule, and the way in which Defendant utilized its wage and
13 hour policies towards them. During this process, Plaintiff’s counsel analyzed, researched, and
14 investigated the potential issues, including matters related to the calculation of PAGA damages, trial
15 management, and appellate issues and risks. (Otkupman Decl., ¶ 14)

16 6. Following extensive discovery and investigation, the Parties participated in an all-
17 day mediation presided over by Michael Strauss on March 6, 2024, and reached a settlement of all
18 claims related to the Action, the terms and conditions of which are memorialized in the Parties’
19 PAGA Settlement Agreement (“Settlement Agreement”). (Otkupman Decl., ¶ 15, Exhibit 2)

20 7. The Parties have conducted a thorough investigation into the facts of the Action.
21 Based on the foregoing data and on their own independent investigation and evaluation, Plaintiff’s
22 Counsel is of the opinion that the settlement with Defendant for the consideration and on the terms
23 set forth in the Settlement Agreement is fair, reasonable, and adequate and is in the best interest of
24 the LWDA and Aggrieved Employees in light of all known facts and circumstances, including the
25 risk of significant delay, uncertainty associated with litigation, various defenses asserted by
26 Defendant, and numerous potential appellate issues. (Otkupman Decl., ¶ 16)

27 8. Based on the information and documents obtained through discovery, Plaintiff
28 assessed the maximum value of the PAGA claims to be released by the settlement to be

1 approximately \$2,050,000.00 (at the rate of a \$100 penalty for approximately 20,500 pay periods at
2 issue for approximately 717 Aggrieved Employees, without stacking violations). (Otkupman Decl.,
3 ¶ 26)

4 9. As set forth in the Settlement Agreement, the Gross Settlement Amount is
5 \$220,000.00, and includes an apportionment of attorney's fees and costs, and payment to the
6 settlement administrator. (Otkupman Decl., ¶ 15, Exhibit 2)

7 10. Based on their extensive experience litigating numerous representative actions,
8 counsel for Plaintiff believe the settlement here is fair and reasonable and warrants approval by the
9 Court. (Otkupman Decl., ¶¶ 6-7, 10-11)

10 11. The Parties request that the Court enter the accompanying Order, approving the
11 Settlement, as permitted by Labor Code § 2699(1), and entering Judgment in accordance with the
12 terms and conditions of the Settlement Agreement.

13 **IT IS SO STIPULATED.**

14 Dated: April 24, 2024

OTKUPMAN LAW FIRM

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16 By

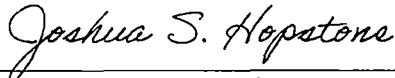


ROMAN OTKUPMAN
NIDAH FARISHTA
Attorneys for Plaintiff,
AUTUMN MOORE

20
21 Dated: April 24, 2024

FERGUSON CASE ORR PATERSON LLP

22
23 By



JOSHUA S. HOPSTONE
SHANE MAGUIRE
Attorneys for Defendant,
AEGIS SECURITY & INVESTIGATIONS, INC.

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1 **JUDGMENT AND ORDER**

2 Having considered the Parties' PAGA Settlement Agreement ("Settlement")¹; the
3 documents and evidence 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 Plaintiff Autumn Moore ("Plaintiff"), the State of California, and the Aggrieved Employees
6 pursuant to the Settlement; and the fair, reasonable, and adequate nature of the settlement obtained
7 as a result of good faith arm's-length negotiations between the Parties, the Court hereby makes a
8 final ruling that the Settlement is approved pursuant to Labor Code section 2699(1). Good cause
9 appearing therefore, the Court hereby GRANTS Approval of the Settlement of Claims under the
10 Private Attorneys General Act, and ORDERS as follows:

11 1. The "Aggrieved Employees" shall be defined as all current and former non-exempt
12 or hourly paid employees of Defendant that have worked for Defendant at any time during the
13 PAGA Period (the period from August 11, 2022 through and including March 6, 2024).

14 2. The Court hereby approves the settlement as forth in the Settlement as fair,
15 reasonable, and adequate, and directs the Parties to effectuate the Settlement according to its terms.

16 3. Defendant AEGIS Security & Investigations, Inc. ("Defendant") shall fund the Gross
17 Settlement Amount of \$220,000.00 with the Settlement Administrator no later than thirty (30) days
18 after the Effective Date. The Gross Settlement Amount shall not increase, except as provided in the
19 escalator provision in paragraph 8 of the Settlement.

20 4. The Court hereby approves, as to the form and content, the Notice to Aggrieved
21 Employees agreed upon by the Parties and included as Exhibit 5 to the Declaration of Roman
22 Otkupman filed in Support of the Parties' Stipulation.

23 5. The Court hereby appoints Apex Class Action Administration Group ("Apex") as
24 the Administrator.

25 6. No later than thirty (30) calendar days of the Court's Order approving the Settlement,
26

27 ¹ All terms used in this Order shall have the same meaning as that assigned to them in the Settlement
28 Agreement, which is attached as Exhibit 2 to the Declaration of Roman Otkupman, submitted
concurrently with the Stipulation.

1 Defendant shall provide the Administrator with a list containing the Aggrieved Employees' full
2 names, last known mailing addresses, Social Security numbers, and number of pay periods worked
3 during the PAGA Period, pursuant to the terms of the Settlement.

4 7. The Administrator is directed to mail the Individual PAGA Payments and the Notice
5 to Aggrieved Employees to the Aggrieved Employees within fourteen (14) calendar days of receipt
6 of the Gross Settlement Amount being fully funded, pursuant to the terms of the Settlement.

7 8. The Court finds that attorneys' fees in the amount of 35% of the Gross Settlement
8 Amount (currently estimated to be \$77,000.00) for Plaintiff's Counsel, and reimbursement of
9 litigation costs up to \$15,000.00 (currently estimated to be \$1,738.19) are fair, reasonable, and
10 adequate, and orders the Administrator to distribute these payments to Plaintiff's Counsel as
11 provided for in the Settlement.

12 9. The Court orders that the Administrator shall be paid up to \$6,990.00 for all of its
13 work done and to be done until the completion of this matter, pursuant to the bid provided by the
14 Administrator, included as Exhibit 4 to the Declaration of Roman Otkupman filed in Support of the
15 Parties' Stipulation, and finds that sum appropriate.

16 11. The Court finds that the amount of \$100,703.86, representing 75% of the
17 \$134,271.81 allocated as PAGA civil penalties under the Settlement (after deducting the actual
18 amounts of litigation costs and administration expenses), to be paid to the California Labor and
19 Workforce Development Agency ("LWDA") as provided for by the Settlement, is fair, adequate,
20 and reasonable, and orders that payment be made to the LWDA in accordance with the terms of the
21 Settlement. The remaining amount of \$33,567.95, representing 25% of the PAGA civil penalties
22 under the Settlement, shall be distributed amongst the Aggrieved Employees pursuant to the
23 Settlement.

24 12. The Court approves the scope of the release as set forth in the Settlement. Following
25 entry of this Judgment and Order and the Settlement being fully funded, all Aggrieved Employees
26 will release, on behalf of themselves and their respective former and present representatives, agents,
27 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for
28 PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA

1 Period facts stated in the Operative Complaint and the PAGA Notice, including without limitation,
2 those arising from Defendant's alleged (1) failure to provide meal and rest periods or compensation
3 in lieu thereof; (2) failure to pay all wages due (including alleged off-the-clock work and alleged
4 time clock rounding); (3) knowing and intentional failure to provide itemized employee wage
5 statements; (4) failure to pay wages due at the time of discharge (i.e. waiting time penalties), (5)
6 failure to timely pay wages; (6) failure to reimburse business expenses (including uniforms and cell
7 phone reimbursement); (7) failure to provide suitable seating; (8) failure to pay for all hours worked;
8 and (9) failure to provide a safe and healthful work environment, together with all alleged penalties,
9 interest, costs, attorney fees, and other relief attendant thereto ("Released PAGA Claims"). Upon
10 entry of the Order approving the settlement and judgment entered thereon and the Settlement being
11 fully funded, all Aggrieved Employees will be forever barred from pursuing any and all of the
12 Released PAGA Claims that arose during the PAGA Period against the Released Parties. The terms
13 of the Settlement, and this Judgment and Order, shall be binding on Plaintiff, the State of California,
14 and the Aggrieved Employees, as well as their heirs, executors and administrators, successors and
15 assigns, and those terms shall have res judicata, collateral estoppel, and other preclusive effect in all
16 pending and future claims, lawsuits, or other proceedings maintained by or on behalf of such persons
17 or entities, to the extent those claims, lawsuits or other proceedings constitute Released PAGA
18 Claims as forth in the Settlement.

19 13. Upon entry of this Order, the Court hereby enters judgment, with prejudice, for the
20 reasons described above and in accordance with the terms of the Settlement. Except as otherwise
21 provided in the Settlement, all parties shall bear their own attorneys' fees, costs, and expenses
22 incurred by them in or arising out of the lawsuit and shall not seek reimbursement thereof from the
23 Released Parties. Upon entry of this Judgment and Order, the Court permanently enjoins and forever
24 bars the Plaintiff and/or the Aggrieved Employees from instituting or prosecuting any of the
25 Released PAGA Claims against the Released Parties which were resolved as part of the Settlement.
26 Without affecting the finality of this Judgment and Order in any way, the Court retains jurisdiction
27 to enforce the terms of the Settlement.

28 14. Neither this Order nor the Settlement Agreement (or any other document referred to

1 herein, or any action taken to carry out this Order) is, may be construed as, or may be used as, an
2 admission of liability or fault by Defendant or the Released Parties, or a finding as to the validity of
3 the claims in the Action or of any wrongdoing or violation of law that is otherwise alleged, or could
4 have been alleged, against Defendant or the Released Parties. The Settlement is not a concession by
5 the Parties and, to the extent permitted by law, neither the Settlement nor this Judgment and Order,
6 nor any of the their terms or provisions, nor any of the negotiations or proceedings connected with
7 them, shall be offered as evidence or received in evidence in any pending or future civil, criminal,
8 or administrative action proceeding to establish any liability of, or admission by the Released
9 Parties. Notwithstanding the foregoing, nothing in this Judgment and Order shall be interpreted as
10 prohibiting the use of this Judgment and Order in a proceeding to consummate or enforce the
11 Settlement, or the use of this Order and Judgment to defend against the assertion of claims in any
12 other proceeding, or as otherwise required by law. This Judgment and Order and the Settlement
13 maybe filed in any action by Defendant or the Released Parties to support a defense of res judicata,
14 collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and
15 credit, or any other theory of claim preclusion, issue preclusion or similar defense or counterclaim.

16
17 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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19 Dated: MAY 03 2024

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HON. JUDGE OF THE SUPERIOR COURT

21 **CHARLES S. TREAT**
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