

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
JUSTICE LAW CORPORATION
751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259

Attorneys for Plaintiffs

FILED
SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA

01/23/2025

Darrel E. Parker, Executive Officer
BY Moreno, Angie Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA**

ADILIA RODRIGUEZ, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

SEGURA ENTERPRISES, INC. DBA
SEGURA SECURITY SERVICES, a
California corporation; and DOES 1 through
100, inclusive;

Defendants.

Case No.: 22CV04313

Assigned for All Purposes to:
Honorable Jed Beebe
Department 4

CLASS ACTION

**[PROPOSED] THIRD AMENDED
ORDER OF FINAL APPROVAL AND
JUDGMENT**

Continued Motion for Final Approval Hearing:

Hearing Date: January 23, 2025

Hearing Time: 8:30 a.m.

Hearing Place: Department 4

Complaint Filed: November 2, 2022

FAC Filed: June 6, 2024

Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiffs Adilia Rodriguez and Paris
2 Drake's ("Plaintiffs") Motion for Final Approval of Class Action Settlement, Attorneys' Fees
3 and Costs, and Class Representative Enhancement Payments, and after considering the papers
4 submitted in support of the motion, including the Joint Stipulation and Settlement Agreement
5 ("Settlement Agreement," "Settlement," or "Agreement"), FINDS AND ORDERS as follows:

6 Plaintiffs and Defendant Segura Enterprises, Inc. dba Segura Security Services
7 ("Defendant") entered a Settlement on or about April 1, 2024 to settle this lawsuit.

8 On April 21, 2024, the Court entered an Order preliminarily approving the settlement of
9 this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil Procedure section
10 382 and Rule of Court 3.769, ordering notice to be sent to the Class Members, and providing the
11 Class Members with an opportunity to object to the Settlement, exclude themselves from the
12 Class, or submit a Claim Form.

13 The Court held a Final Approval Hearing on January 23, 2025.

14 1. Incorporation of Other Documents. This Second Amended Order of Final
15 Approval and Judgment ("Order and Judgment") incorporates the Settlement Agreement. Unless
16 otherwise provided herein, all capitalized terms in this Order and Judgment shall have the same
17 meaning as set forth in the Settlement Agreement.

18 2. Jurisdiction. Because adequate notice has been disseminated, and all the
19 Class Members have been given the opportunity to request exclusion from the Class, the Court
20 has personal jurisdiction with respect to the claims of all Class Members. The Court has subject
21 matter jurisdiction over this matter, including jurisdiction to approve the Settlement, grant final
22 certification of the Class, and dismiss this matter.

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1 3. Final Class Certification. The Court finds that the Class satisfies all
2 applicable requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due
3 process. Accordingly, the Court certifies a Class consisting of all current and former hourly-paid
4 or non-exempt employees of Defendant within the State of California at any time during the
5 period from November 2, 2018, through November 20, 2023 (“Class,” “Class Members,” and
6 “Class Period”). There are currently sixty-four (64) Class Members who submitted timely and
7 valid Claim Forms (“Claimants”).

8 4. Adequacy of Representation. Class Counsel have fully and adequately
9 represented the Class for purposes of entering and implementing the Settlement and have
10 satisfied the requirements of Code of Civil Procedure section 382.

11 5. Notice Packet. The Court finds that the Notice of Class Action Settlement
12 and Claim Form (“Notice Packet”) and its distribution to the Class Members have been
13 implemented pursuant to the Agreement and the Court’s Preliminary Approval Order and that it:

- 14 a. Constitute notice reasonably calculated, under the circumstances, to apprise
15 the Class Members of: (i) pendency of this lawsuit; (ii) material terms and
16 provisions of the Settlement and their rights under the Settlement; (iii) their
17 right to object to any aspect of the Settlement; (iv) their right to exclude
18 themselves from the Settlement; (v) their right to claim settlement payments
19 by submitting a Claim Form; (vi) their right to appear at the Final Approval
20 Hearing; and (vii) binding effect of the orders and judgment in this lawsuit,
21 whether favorable or unfavorable, on all Class Members who do not request
22 exclusion from the Settlement (“Settlement Class Members”);
- 23 b. Constitute notice that fully satisfied the requirements of Code of Civil
24 Procedure section 382, Rule of Court 3.769, and due process;
- 25 c. Constitute the best practicable notice to the Class Members under the
26 circumstances of this lawsuit; and
- 27 d. Constitute notice reasonable, adequate, and sufficient to the Class Members.

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1 6. Enforcement of Settlement. Nothing in this Order and Judgment shall
2 preclude any action to enforce the terms and provisions of the Settlement Agreement.

3 7. Final Settlement Approval. The terms and provisions of the Settlement
4 Agreement have been entered into good faith and are the product of arm's-length negotiations by
5 experienced counsel who have done a meaningful investigation of the claims in the dispute. The
6 Settlement Agreement and all its terms and provisions are fully and finally approved as fair,
7 reasonable, adequate, and in the best interests of the Parties. The Parties are directed to
8 implement the Settlement Agreement according to its terms and provisions.

9 8. Binding Effect. The terms and provisions of the Agreement and this Order
10 and Judgment are binding on the Settlement Class Members, Private Attorneys General Act of
11 2004 ("PAGA") Aggrieved Employees, as well as their heirs, executors, administrators,
12 successors, and assigns, and those terms shall have res judicata and other preclusive effect in all
13 pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such
14 persons to the extent those claims, lawsuits, or other proceedings involve matters that were or
15 could have been raised in this lawsuit and are encompassed by the release of the Released Claims
16 and PAGA Released Claims as set forth in the Agreement. The Agreement will have no binding
17 effect upon, and provide no res judicata preclusion to, those Class Members who have submitted
18 Requests for Exclusion.

19 9. Release of Claims by Class Members. Upon the Effective Date and
20 Defendant funding the Maximum Settlement Amount, Plaintiffs and all Settlement Class
21 Members will be deemed to have fully, finally, and forever released, settled, compromised,
22 relinquished, and discharged with respect to the Released Parties all Released Claims for any
23 period during the Released Claims Period.

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1 a. General Release by Class Representatives. As a condition of the class action
2 settlement, Plaintiffs shall provide a separate general release with respect to
3 the Released Parties. Upon the Effective Date and Defendant funding the
4 Maximum Settlement Amount, pursuant to the terms of the Settlement, and
5 solely with respect to the Released Claims, Plaintiffs expressly waive and
6 relinquish any rights or benefits available under the provisions of section 1542
7 of the Civil Code.

8 b. Released Parties. The Released Parties include Defendant and its parents,
9 subsidiaries, officers, employees, successors, assigns, insurers, and attorneys,
10 etc.

11 10. Class Representative Enhancement Payments. The Court finds that the
12 Class Representative Enhancement Payments of \$5,000, to be paid by Defendant to each
13 Plaintiff out of the Maximum Settlement Amount (totaling \$10,000), to be reasonable and
14 appropriate. The Class Representative Enhancement Payments are to be paid pursuant to the
15 terms and provisions set forth in the Settlement Agreement.

16 a. The rationale for making enhancement payments is the class representatives
17 should be compensated for the expense and risk they have incurred in
18 conferring a benefit on other class members. Such enhancement payments are
19 appropriate if they are necessary to induce individuals to participate in the
20 suit. Criteria courts may consider include: (i) risk in commencing suit; (ii)
21 notoriety and personal difficulties encountered; (iii) amount of time and effort
22 spent; (iv) duration of the litigation; and (v) personal benefit (or lack thereof)
23 enjoyed.

24 b. The Court reviewed Plaintiffs' declarations outlining their involvement in the
25 case. Given the risks inherent in their services as the class representatives,
26 duration of the case and time involved, and benefits created for the Class, the
27 Court approves the Class Representative Enhancement Payments of \$5,000 to
28 be paid to each Plaintiff.

1 11. Attorneys' Fees and Costs. The Court finds that an award of attorneys'
2 fees of \$70,000, to be paid out of the Maximum Settlement Amount by Defendant to Class
3 Counsel, to be reasonable and appropriate. The Court further finds that an award of actual
4 litigation costs of \$16,284.33, to be paid by Defendant to Class Counsel out of the Maximum
5 Settlement Amount, to be reasonable and appropriate. Such fees and costs are to be paid pursuant
6 to the terms and provisions set forth in the Settlement. Defendant shall not be required to pay for
7 any other attorneys' fees and expenses, costs, or disbursements incurred by Class Counsel or any
8 other counsel representing Plaintiffs or Class Members. Defendant shall also not be required to
9 pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Plaintiffs or
10 Class Members in connection with or related in any manner to this matter, Settlement, settlement
11 administration, and/or Released Claims and PAGA Released Claims.

12 a. Courts have an independent right and responsibility to review attorneys' fees
13 and only award so much as determined reasonable. (See *Garabedian v. Los*
14 *Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-28.) The
15 attorneys' fees requested by Class Counsel is \$70,000 (35% of the Maximum
16 Settlement Amount) and is supported by use of the percentage fee method.
17 (See *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.)
18 Considering the results achieved, financial risks undertaken, difficult nature of
19 this litigation, skills required to deal with these issues, percentage fees award
20 in other cases, and contingent fees charged in private marketplace, the Court
21 finds that the attorneys' fees is with the legal marketplace, is reasonable, and
22 is approved.

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b. The Court reviewed the Declaration of Douglas Han regarding the costs expended in the prosecution of this litigation. Under the terms of the Settlement, Class Counsel may seek reimbursement of up to \$20,000 in litigation costs. The Court finds Class Counsel expended \$16,284.33 in litigation costs and that such costs were reasonable. The Court approves payment of attorneys' costs of \$16,284.33 for the reimbursement of the costs and expenses incurred by Class Counsel.

12. Claims Administration Costs. The Court finds that Claims Administration Costs of \$8,195, to be paid by Defendant to the Claims Administrator out of the Maximum Settlement Amount, to be reasonable and appropriate. The Claims Administration Costs are to be paid pursuant to terms and provisions set forth in the Settlement Agreement.

a. The Court reviewed the Declaration of Nathalie Beltran from ILYM Group, Inc., the Court-approved Claims Administrator. The Court finds notice was provided to the Class pursuant to the Preliminary Approval Order, constitutes the best practicable notice to the Class, and satisfied due process. The Court approves a payment for Claims Administration Costs of \$8,195 for the Claims Administrator's services in administering this settlement.

13. PAGA Payment. The Court finds that the Private Attorneys General Act of 2004 ("PAGA") Payment of \$10,000, seventy-five percent (75%) of which (\$7,500) will be paid by Defendant to the California Labor and Workforce Development Agency out of the Maximum Settlement Amount and twenty-five percent (25%) of which (\$2,500) will be distributed to all PAGA Aggrieved Employees, on a pro rata basis, to be reasonable and appropriate. The PAGA Payment is to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

a. The moving papers indicate that *average* Individual PAGA Payment is approximately \$28.41, and the *highest* Individual PAGA Payment is about \$72.40.

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1 14. Funding of the Maximum Settlement Amount. Within one hundred eighty
2 (180) calendar days of the Effective Date, Defendant will deposit all Court-approved costs, fees,
3 payments, and claim amounts from the Maximum Settlement Amount into the Qualified
4 Settlement Fund account. Within fourteen (14) calendar days of Defendant funding the
5 Maximum Settlement Amount, all payments due under the Settlement will be sent out to the

6 15. Fairness of the Settlement. As noted in the Preliminary Approval Order,
7 the Settlement is entitled to a presumption of fairness. In their moving papers, Plaintiffs contend
8 that the Settlement Agreement was the product of arm's-length negotiations following litigation,
9 discovery, and exchange of documentation. The negotiations were facilitated with the assistance
10 of mediator Steve Serratore, an experienced and well-respected class action mediator.

11 a. The moving papers indicate that the *average* Individual Settlement Payment
12 will be around \$801.92, and the *highest* Individual Settlement Share will be
13 about \$2,122.78 under the proposed allocation.

14 b. There were also no Notices of Objection to and no Requests for Exclusion
15 from the Settlement. This is further proof of the fairness of the Settlement.

16 16. Uncashed Settlement Checks. Any checks issued by the Claims
17 Administrator to Claimants will be negotiable for at least one hundred twenty (120) calendar
18 days. Those funds represented by settlement checks returned as undeliverable and those
19 settlement checks remaining uncashed for more than one hundred twenty (120) calendar days
20 after their issuance will be transmitted to California Controller's Unclaimed Property Fund.

21 17. Modification of Settlement Agreement. The Settlement Agreement may be
22 amended or modified only by a written instrument signed by the Parties and their counsel or their
23 successors-in-interest. Such amendments or modifications shall be consistent with this Order and
24 Judgment and cannot limit the rights of Settlement Class Members.

25 18. Retention of Jurisdiction. The Court has jurisdiction to enter this Order
26 and Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
27 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
28 and for any other necessary purpose, including, without limitation:

- 1 a. Enforcing the terms and provisions of the Agreement and resolving any
2 disputes, claims, or causes of action in this lawsuit that, in whole or in part,
3 are related to or arise out of the Agreement or this Order and Judgment;
4 b. Entering such additional orders as may be necessary or appropriate to protect
5 or effectuate this Order and Judgment approving the Agreement, and
6 permanently enjoining Plaintiffs from initiating or pursuing related
7 proceedings, or to ensure the fair and orderly administration of the Settlement;
8 and
9 c. Entering any other necessary or appropriate orders to protect and effectuate
10 this Court's retention of continuing jurisdiction.

11 The Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs,
12 and Class Representative Enhancement Payments is GRANTED. The Claims Administrator is
13 directed to carry out the terms of the Agreement forthwith.

14 THE PARTIES ARE ORDERED TO COMPLY WITH THE TERMS OF THE
15 SETTLEMENT AGREEMENT. PURSUANT TO RULES OF COURT 3.769, THE COURT
16 ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND
17 SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
18 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE
19 THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

20 IT IS SO ORDERED.

21
22 DATED: 01/23/2025



HONORABLE JED BEEBE
SUPERIOR COURT JUDGE

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is ccastro@justicelawcorp.com

On February 7, 2025, I served the foregoing document described as

THIRD AMENDED ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Adilia Rodriguez, et al. v. Segura Enterprises, Inc. d/b/a
Segura Security Services**
LWDA/Court Case No.: **LWDA Case No.: CM-972526-23
Court Case No.: 22CV04313
Santa Barbara County Superior Court**

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

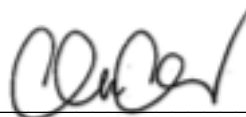
[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 7, 2025, at Pasadena, California.



Christina Castro