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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF RIVERSIDE**

10
11 DENNISHA LAMPKIN, an individual and on
behalf of all others similarly situated;

12 Plaintiff,

13 vs.
14

15 SUNSTATES SECURITY, INC., a Delaware
corporation; and DOES 1 through 50,

16 Defendants.
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Case No.: CVRI2305600

[Assigned for All Purposes to:
Hon. Harold W. Hopp, Dept. 1]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND SETTING
A FINAL APPROVAL HEARING**

DATE: July 18, 2024

TIME: 8:30 a.m.

DEPT: 1

Reservation No.: 284869109588

Action Filed: October 18, 2023

Trial Date: Not Set

1 On October 18, 2023 Plaintiff Dennisha Lampkin (“Plaintiff”) filed a putative class action
2 Complaint in Riverside Superior Court (Case No. CVRI CVRI2305600) on behalf of herself and all
3 others similarly situated against Defendant Sunstates Security, Inc. (“Defendant”). In the operative
4 Second Amended Complaint (“SAC”), Plaintiff alleges the following causes of action: (1) Meal
5 Period Violations; (2) Rest Period Violations; (3) Wage Statement Penalties; (4) Waiting Time
6 Penalties; (5) Unfair Competition; (6) Civil Penalties Under the California Private Attorneys
7 General Act; (7) Minimum Wage Violations; (8) Overtime Wage Violations; (9) Failure to
8 Reimburse Business Expenses; (10) Failure to Timely Pay Wages and Maintain Required Records;
9 and (11) Unlawful Deductions. Plaintiff now seeks approval of a settlement between Plaintiff and
10 Defendant for the class and PAGA claims alleged in the SAC.

11 After engaging in informal discovery and obtaining the putative class members’ data and
12 performing a damage analysis, the parties engaged in a full day mediation with mediator Steven G.
13 Pearl, Esq., which ultimately resulted in a settlement.

14 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement was filed with the
15 Court on June 21, 2024. A hearing was held before this Court on July 18, 2024.

16 The Court has considered the Class and PAGA Action Settlement Agreement between
17 Plaintiff and Defendant (the “Settlement Agreement”), the Class Notice and all other papers filed in
18 this action.

19 NOW THEREFORE, IT IS HEREBY ORDERED:

20 1. All defined terms contained herein shall have the same meanings as set forth in the
21 Settlement Agreement;

22 2. The Class Representative and Defendant, through their counsel of record in the
23 Action, have reached an agreement to settle all claims in the Action on behalf of the Class as a
24 whole;

25 3. The Court hereby conditionally certifies the following Class for settlement purposes
26 only:

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1 “All Defendant's current and former non-exempt employees in California who
2 were employed at any time during the Class Period (October 18, 2019 to May 15,
3 2024 unless shortened at Defendant's option pursuant to Paragraph III.C.5 of the
4 Settlement Agreement)” (“Class”).

5 (Settlement Agreement ¶¶ I.C. & I.I.)

6 Should for whatever reason the Settlement Agreement and Judgment not become Final, the
7 fact that the parties were willing to stipulate to certification of a class as part of the Settlement
8 Agreement shall have no bearing on, or be admissible in connection with, the issue of whether a
9 class should be certified in a non-settlement context, as to any action between the Plaintiff and
10 Defendant.

11 4. The Court appoints and designates: (a) Plaintiff as the Class Representative and (b)
12 William Sung and Tiffany Luu of Justice for Workers, P.C., as Class Counsel for the Class. Class
13 Counsel is authorized to act on behalf of the Class with respect to all acts or consents required by,
14 or which may be given, pursuant to the Settlement Agreement, and such other acts reasonably
15 necessary to finalize the Settlement Agreement and its terms. Any Class Member may enter an
16 appearance through his or her own counsel at such Class Member's own expense. Any Class
17 Member who does not enter an appearance or appear on his or her own behalf will be represented
18 by Class Counsel.

19 5. The Court hereby approves the terms and conditions provided for in the Settlement
20 Agreement.

21 6. The Court hereby preliminarily approves the Settlement Agreement and the Gross
22 Settlement Amount of \$544,000.00, which is to be distributed as follows: out of the Gross
23 Settlement Amount, (a) up to \$10,000.00 is to be paid to the Class Representative for her services to
24 the Class; (b) a total of up to \$181,333.33 shall be paid to Class Counsel for attorneys' fees and up
25 to \$20,000.00 reimbursement of actual costs incurred; (c) \$50,000.00 for PAGA Penalties (75% of
26 which will be paid to the California Labor and Workforce Development Agency (“LWDA”) and
27 25% to the aggrieved employees) and (d) the Settlement Administrator shall be paid for its fees and
28 costs relating to the settlement administration process in the amount of up to \$10,000.00.

1 7. The Court finds that on a preliminary basis the Settlement Agreement appears to be
2 within the range of reasonableness of a settlement, Class Representative service award, Class
3 Counsel fees and costs, the settlement administration fees, and the allocation of payments to
4 Qualified Claimants, that could ultimately be given final approval by this Court. It appears to the
5 Court on a preliminary basis that the settlement is fair, adequate, and reasonable as to all potential
6 Class Members when balanced against the probable outcome of further litigation relating to liability
7 and damages issues. It also appears that extensive and costly investigation, research, and court
8 proceedings have been conducted so that counsel for the parties are able to reasonably evaluate their
9 respective positions. It appears to the Court that settlement at this time will avoid substantial
10 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
11 further prosecution of the Litigation. It also appears that settlement has been reached as a result of
12 intensive, serious, and non-collusive arms-length negotiations.

13 8. A hearing (the “Final Approval Hearing”) shall be held before this Court on
14 _____ at 8:30 a.m. in Department 1 of the Superior Court of the State of California,
15 County of Riverside to determine all necessary matters concerning the Settlement Agreement,
16 including whether the proposed settlement of the action on the terms and conditions provided for in
17 the Settlement Agreement is fair, adequate and reasonable and should be finally approved by the
18 Court and whether a Judgment, as provided in the Settlement Agreement, should be entered herein.
19 At this same time, a hearing on Class Counsel’s motion for attorneys’ fees and reimbursement of
20 litigation costs and the Class Representative’s service award shall also be held.

21 9. The Court hereby approves, as to form and content, the Notice of Pendency of Class
22 Action and Proposed Settlement (“Class Notice”), Request for Exclusion Form (“Opt Out Form”)
23 and Objection Form (“Objection Form”) that are attached as Exhibits A, B and C to this Order.

24 10. The Court appoints and designates Simpluris, Inc. as the Settlement Administrator.
25 The Court hereby directs the Settlement Administrator to provide the approved Class Notice, Opt
26 Out Form and Objection Form within forty four (44) calendar days of the Preliminary Approval
27 Order using the procedures set forth in the Settlement Agreement. The Settlement Administrator is
28 further ordered to file with the Court a declaration with copies of any exclusions or objections it

1 received to the proposed settlement concurrently with the filing of the Motion for Final Approval of
2 the Settlement.

3 11. Any Class Member may choose to opt out of and be excluded from the settlement as
4 provided in the Settlement Agreement and Class Notice and by using the Opt Out Form or by
5 following the instructions for requesting exclusion. Any person who timely and properly opts out
6 of the settlement will not be bound by the Settlement Agreement or have any right to object, appeal,
7 or comment thereon. Any Opt Out request must be in writing and signed by each such Class
8 Member opting out and must otherwise comply with the requirements delineated in the and Class
9 Notice. Any Opt Out request must be sent to the Settlement Administrator and not filed with the
10 Court. Class Members who have not requested exclusion by submitting a valid and timely Opt Out
11 request, by the Opt Out Deadline, shall be bound by all determinations of the Court, the Settlement
12 Agreement, and Judgment.

13 12. Any Class Member may object to and/ or express his or her views regarding the
14 Proposed Settlement and may present evidence and briefs or other papers that may be proper and
15 relevant to the issues to be heard and determined by the Court as provided in the Class Notice to the
16 Settlement Administrator. Any Class Member must make his or her objection in the manner
17 provided for in the Settlement Agreement and Class Notice. Any objection request must be sent to
18 the Settlement Administrator and not filed with the Court. Any Class Member that serves a proper
19 written objection does not need to appear at the Motion for Final Approval for that Class Member's
20 objection to be considered. Class Counsel will provide notice to any objecting party of any
21 continuance of the hearing of the Motion for Final Approval by first class mail.

22 13. Defendant must exercise any right it may have to terminate the Settlement.
23 Agreement by no later than fourteen (14) calendar days after the Settlement Administrator notifies
24 the Parties of the number of valid Elections Not to Participate in Settlement it has received.

25 14. The Motion for Final Approval shall be filed by the Class Representative no later
26 than sixteen (16) court days before the Final Approval Hearing.

27 15. The Court reserves the right to adjourn or continue the date of the Final Approval
28 Hearing and all dates provided for in the Settlement Agreement. In the event the hearing date is

1 continued, Class Counsel will provide notice to any objecting party of any continuance of the
2 hearing of the Motion for Final Approval by first class mail. The Court retains jurisdiction to
3 consider all further applications arising out of or connected with the Settlement Agreement.

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5 IT IS SO ORDERED.

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8 DATED: July __, 2024

Honorable Harold W. Hopp
Judge of the Superior Court