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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

DEC 20 2024

E. Escobedo

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

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

12 Plaintiff,

13 vs.

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

16 Defendants.

Case No.: CVRI2305600

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

**~~[AMENDED PROPOSED]~~ ORDER AND
JUDGMENT OF FINAL APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT**

DATE: December 18, 2024

TIME: 8:30 a.m.

DEPT: 1

Reservation No.: Per August 19, 2024
Order Granting Preliminary Approval

Action Filed: October 18, 2023

Trial Date: Not Set

1 This matter having come before this Court for hearing on December 18, 2024 at 8:30 a.m.
2 on Plaintiff Dennisha Lampkin's ("Plaintiff") unopposed Motion for Final Approval of Class
3 Action Settlement, as set forth in the Class and PAGA Action Settlement Agreement between
4 Plaintiff and Defendant Sunstates Security, Inc. ("Defendant"), filed on June 21, 2024 titled "Notice
5 of Filing Class Action Settlement Agreement and Release of Claims" ("Settlement Agreement").
6 Pursuant to the Order Granting Preliminary Approval of Class Action Settlement and Setting Final
7 Approval Hearing ("Preliminary Approval Order"), adequate notice having been given as required
8 in said Order, and the Court having considered all papers filed and proceedings had herein, and
9 good cause appearing therefore, it is ORDERED, ADJUDGED AND DECREED THAT:

10 The Court has jurisdiction over the subject matter of the action and all parties.

11 Based on a review of the papers submitted by Plaintiff and a review of the applicable law,
12 the Court finds that the Gross Settlement Amount of \$544,000.00 and the terms set forth in the
13 parties' Settlement Agreement are fair, reasonable, and adequate. The Settlement Agreement is
14 hereby incorporated into this Order as though fully set forth herein. Except as otherwise specified
15 herein and for purposes of this Order, the terms used in this Order have the meaning assigned to
16 them in the Settlement Agreement and Notice of Pendency of Class Action Settlement and
17 Proposed Settlement ("Class Notice").

18 The Court has determined that the Class Notice provided to the Class pursuant to the
19 Preliminary Approval Order fully and accurately informed all Class Members of the material
20 elements of the proposed Settlement, constituted the best notice practicable under the
21 circumstances, and constituted valid, due and sufficient notice to all Class Members.

22 The Court hereby grants full, unconditional and final approval of the Settlement as fair,
23 reasonable and adequate in all respects, determines that the Settlement was made in good faith and
24 in the best interests of the Parties, and orders the Parties to effectuate the Settlement in accordance
25 with the terms of the Settlement Agreement. The Court further finds that the Settlement was the
26 result of arm's-length negotiations conducted after Class Counsel had thoroughly and adequately
27 investigated the claims and became familiar with the strengths and weaknesses of those claims. In
28 particular, the amount of monies allocated to the Class Members, and the assistance of an

1 experienced mediator in the settlement process, among other factors, support the Court's conclusion
2 that the Settlement is fair, reasonable, and adequate. The amounts agreed to be paid by Defendant,
3 including the Settlement Shares to be paid to Participating Class Members as provided for by the
4 Settlement Agreement, are fair and reasonable under the facts of this case.

5 The Court hereby grants final approval of attorneys' fees in the amount of \$181,333.33 to
6 Class Counsel that will be paid to Justice for Workers, P.C.

7 The Court hereby grants final approval of attorneys' costs in the amount of \$10,944.22 to
8 Class Counsel that will be paid to Justice for Workers, P.C.

9 The Court hereby grants final approval of an enhancement award in the amount of
10 \$10,000.00 to Plaintiff, in addition to her Settlement Share as a Participating Class Member, for her
11 time and effort serving as the Class Representative.

12 The Court hereby grants final approval of the PAGA Payment in the amount of \$50,000.00
13 with 75% or \$37,500.00 to be paid to the Labor Workforce Development Agency and 25% or
14 \$12,500.00 to be paid to the Aggrieved Employees.

15 The Court also hereby approves payment of \$9,000.00 to Simpluris, Inc., the appointed
16 Settlement Administrator, for the services it has rendered and will render in administering the
17 Settlement as described more fully in the Settlement Agreement.

18 The Court hereby finds that the Class Notice and all related documents have been mailed to
19 all Class Members as previously ordered by the Court, and that such Class Notice fairly and
20 adequately described the terms of the proposed Settlement Agreement, the manner in which Class
21 Members could object to or participate in the Settlement, and the manner in which Class Members
22 could opt out of the Class; was the best notice practicable under the circumstances; was valid, due
23 and sufficient notice to all Class Members; and complied fully with California Rule of Court 3.769,
24 due process and all other applicable laws. The Court further finds that a full and fair opportunity
25 has been afforded to Class Members to participate in the proceedings convened to determine
26 whether the proposed Settlement Agreement should be given final approval. Accordingly, the
27 Court hereby determines that all Class Members who did not file a timely and proper request to be
28 excluded from the Settlement are bound by this Order.

1 The Court finds that the Settlement Agreement is fair, reasonable, and adequate as to the
2 Class, Plaintiff and Defendant. The Court further finds that the Settlement is the product of good
3 faith, intensive, serious, non-collusive, and arm's-length negotiations between the Parties, is
4 supported by an evidentiary record, experienced and qualified Class Counsel and involvement of an
5 experienced mediator, and confers a significant financial benefit to the Class commensurate with
6 the likely recovery if Plaintiff prevailed at trial and the risks of continued litigation. The Court
7 further finds that the Settlement Agreement is consistent with public policy, and fully complies with
8 all applicable provisions of law, including the provisions of California Code of Civil Procedure
9 section 382 and California Rules of Court, Rule 3.760. The nature of the claims, the strength of
10 Defendant's defenses, the amounts paid under the Settlement, the allocation of settlement proceeds
11 among the Participating Class Members and the fact that a settlement represents a compromise of
12 the Parties' respective positions rather than the result of a finding of liability at trial all support the
13 Court's decision granting final approval. The following factors also support the decision granting
14 final approval: the risk, expense, complexity and likely duration of further litigation; the risk of
15 attaining and maintaining class action status throughout the proceedings; and the extent of discovery
16 completed and the stage of the proceedings.

17 The reaction of the Class Members to the proposed Settlement further supports the Court's
18 decision granting final approval. One Class Member submitted a request for exclusion from the
19 Settlement and is hereby excluded from the Settlement: Ramzeddeen Fardan. Also, no objections
20 have been submitted to the Settlement by any of the Class Members.

21 The Settlement Administrator shall calculate and administer from the Gross Settlement
22 Amount the following, all of which shall be deducted from the Gross Settlement Amount:
23 Settlement Shares to be made to the Participating Class Members, Attorney's Fees and Expenses
24 Payment to Class Counsel, the LWDA Payment, the Class Representative Service Payment, and the
25 Settlement Administration Expenses. A total of \$295,222.45 will be distributed to Participating
26 Class Members, which the Court hereby fully and finally approves. The Settlement Administrator
27 is hereby directed to mail the Settlement Shares in envelopes that bear the notation, "YOUR
28 CLASS ACTION SETTLEMENT CHECK IS ENCLOSED" and take all other actions in

1 furtherance of the settlement administration as specified in the Settlement Agreement.

2 The releases, waivers and covenants not to sue by Plaintiff, as set forth in the Settlement
3 Agreement and in the Class Notice, are approved and are hereby incorporated by reference and
4 made a part of this Order as though fully set forth herein. As more specifically set forth in the
5 Settlement Agreement, by operation of the entry of this Order and Judgment and pursuant to the
6 Settlement, Plaintiff waive and release the Released Claims as set forth in the Settlement
7 Agreement, which are barred pursuant to this Order and Judgment.

8 By means of this Final Approval Order, final judgment is entered, as defined in section 577
9 of the California Code of Civil Procedure, binding each Participating Class Member and operating
10 as a full release and discharge of Released Class Claims and binding the State of California and
11 Plaintiff as a full release and discharge of Released PAGA Claims. All rights to appeal this Order
12 or the Judgment have been waived except as specifically permitted in the Settlement Agreement.

13 Nothing in this Order and Judgment shall preclude any action to enforce the Parties'
14 obligations under the Settlement or under this Order.

15 Participating Class Members shall have one-hundred eighty (180) days from the date of
16 issuance of the check to negotiate the check. If (i) any of the class members are current employees
17 of the defendant, (ii) the distribution mailed to those employees is returned to the administrator as
18 being undeliverable, and (iii) the Settlement Administrator is unable to locate a valid mailing
19 address, the administrator shall arrange with the defendant to have those distributions delivered to
20 the employees at their place of employment. The funds from any checks returned as undeliverable,
21 and any checks not negotiated within 180 days, shall be transmitted California State Controller's
22 office in the name of the Class Member.

23 The Settlement Administrator shall mail a reminder postcard to any Participating Class
24 Member whose settlement check has not been negotiated within 60 days after the date of mailing. If
25 (i) any of the Participating Class Members are current employees of Defendant, (ii) the settlement
26 check mailed to those employees is returned as undeliverable, and (iii) the Settlement Administrator
27 is unable to locate a valid mailing address, the Settlement Administrator shall arrange with
28 Defendant to have those settlement checks delivered to the Participating Class Members at their

1 place of employment.

2 A compliance hearing is set for September 18, 2025 for a Nonappearance Hearing in
3 Department 1 of the above-referenced Court. At least five (5) court days prior to the compliance
4 hearing, the Settlement Administrator will provide declaration to the Court that shall describes (i)
5 the date the checks were mailed, (ii) the total number of checks mailed to class members, (iii) the
6 average amount of those checks, (iv) the number of checks that remain uncashed, (v) the total value
7 of those uncashed checks, (vi) the average amount of the uncashed checks, and (vii) the nature and
8 date of the disposition of those unclaimed funds.

9 Without affecting the finality of the Judgment in any way, the Court reserves exclusive and
10 continuing jurisdiction over the action and the Parties for purposes of supervising the
11 implementation, enforcement, construction, administration and effectuation of the Settlement
12 Agreement. The Parties and Settlement Administrator are hereby ordered to implement and comply
13 with the terms of the Settlement Agreement. Notice of entry of this Order and Judgment shall be
14 given by Class Counsel on behalf of Plaintiff and all Participating Class Members by posting a copy
15 on the Settlement Administrator's website. Settlement Administrator will provide the following
16 notation on check stubs mailed to Participating Class Members "The Judgment was entered on
17 December 18, 2024 and you can view a copy of the Judgment at [https://www.simpluris.com/case-](https://www.simpluris.com/case-search)
18 [search](https://www.simpluris.com/case-search) and search by case name "Lampkin v. Sunstates Security, Inc."

19 **IT IS SO ORDERED AND ADJUDGED.**

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22 DATED: December 16 2024

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Honorable Harold W. Hopp
Judge of the Superior Court