

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Jovahn Wiggins, Esq. (SBN 349903)
Eric Naessig, Esq. (SBN 343081)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com,
vgranberry@lelawfirm.com,
jwiggins@lelawfirm.com,
enaessig@lelawfirm.com

Attorneys for Plaintiff ESSENCE RUDON,
on behalf of herself and current and former aggrieved employees

Stephanie P. Alexander, Esq. (SBN 205701)
S ALEXANDER PC
3090 Bristol Street, Suite 400
Costa Mesa, CA 92626
Telephone: 949-400-0493

Attorney for Defendant SUPERIOR PROTECTION SERVICES CA, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT

ESSENCE RUDON, on behalf of herself and
current and former aggrieved employees,

Plaintiff,

vs.

SUPERIOR PROTECTION SERVICES CA,
INC., and DOES 1 to 100, inclusive,

Defendants.

Case No.: 24STCV00949

[Assigned for all purposes to the Hon. Samantha
Jessner, Dept. 7]

**JOINT STIPULATION AND ~~PROPOSED~~
ORDER FOR COURT TO ENTER AN
AMENDED ORDER GRANTING
APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT AND
JUDGMENT THEREON**

1 **IT IS HEREBY STIPULATED AND AGREED** to by Plaintiff ESSENCE RUDON
2 (“Plaintiff”) and Defendant SUPERIOR PROTECTION SERVICES CA, INC. (“Defendant”)
3 (collectively, the “Parties”) by and through their respective counsel of record jointly and respectfully
4 request that the Court enter an amended order granting preliminary approval.

5 The basis for the request for an amended order is as follows:

6 **WHEREAS**, on May 5, 2025, the Court entered the Order Granting Plaintiff’s Motion for
7 Approval of Private Attorneys General Act Settlement and Judgment Thereon (“Order”), which
8 approved the Gross Settlement Amount in the amount of \$335,000.00 and the attorney’s fees in the
9 amount of \$110,550.00 (33% of the Gross Settlement Amount).

10 **WHEREAS**, on May 7, 2025, Plaintiff sent the signed Order and the fully executed PAGA
11 Settlement Agreement to Phoenix Settlement Administrators (“Administrator”)

12 **WHEREAS**, on May 19, 2025, Defendant sent the PAGA Data to the Administrator.

13 **WHEREAS**, after review of the data, the Administrator informed the parties that the number
14 of pay periods in the PAGA Data triggered the escalator clause in the PAGA Settlement Agreement.

15 **WHEREAS**, Defendant elected to pay an increase in the Gross Settlement Amount rather than
16 shorten the PAGA Period.

17 **WHEREAS**, based on the Administrator’s initial calculation, as to which Defendant agreed,
18 the escalator sum was \$35,588.31. On June 16, 2025, Defendant funded the Gross Settlement Amount
19 with the additional escalator sum in the total amount of \$370,588.31.

20 **WHEREAS**, before the Administrator sends out the payments for the settlement, the Parties
21 respectfully request for the Court to grant the Amended Order Granting Plaintiff’ Motion for
22 Preliminary Approval of Class Action Settlement (“Amended Order”). (See **Exhibit 1**) This Amended
23 Order increases the Gross Settlement Amount to \$370,588.31 and increases the attorney’s fees to
24 \$123,529.31 (33.3333% of the increased Gross Settlement Amount). The Parties seek this Amended
25 Order to ensure that the Administrator’s distribution of the checks will conform with the Court’s order.

26 ///

27 ///

28 ///

[PROPOSED] ORDER

Having considered the joint stipulation of the Parties and good cause appearing therefore, the Court hereby grants the Amended Order in the form of **Exhibit 1**.

IT IS SO ORDERED.



A handwritten signature in black ink, appearing to read 'Samantha Jessner'.

Samantha Jessner / Judge

Date: 08/07/2025

Hon. Samantha Jessner
Judge of the Superior Court of the State of
California, County of Los Angeles

“EXHIBIT 1”

1 Joseph Lavi, Esq. (SBN 209776)
2 Vincent C. Granberry, Esq. (SBN 276483)
3 Jovahn Wiggins, Esq. (SBN 349903)
4 Eric Naessig, Esq. (SBN 343081)
5 **LAVI & EBRAHIMIAN, LLP**
6 8889 W. Olympic Boulevard, Suite 200
7 Beverly Hills, California 90211
8 Telephone: (310) 432-0000
9 Facsimile: (310) 432-0001
10 Email: jlavi@lelawfirm.com,
11 vgranberry@lelawfirm.com,
12 jwiggins@lelawfirm.com,
13 enaessig@lelawfirm.com

14 Attorneys for Plaintiff ESSENCE RUDON,
15 on behalf of herself and current and former aggrieved employees

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT**

18 ESSENCE RUDON, on behalf of herself and
19 current and former aggrieved employees,

20 Plaintiff,

21 vs.

22 SUPERIOR PROTECTION SERVICES CA,
23 INC., and DOES 1 to 100, inclusive,

24 Defendants.

Case No.: 24STCV00949

[Assigned for all purposes to the Hon. Samantha
Jessner, Dept. 7]

**[PROPOSED] AMENDED ORDER
GRANTING PLAINTIFF'S MOTION FOR
APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT AND
JUDGMENT THEREON**

1 The Court, having reviewed and considered Plaintiff Essence Rudon's ("Plaintiff") Motion
2 for Approval of the Private Attorneys General Act ("PAGA") Settlement, the PAGA Settlement
3 Agreement entered into by and between Plaintiff and Defendant Superior Protection Services CA,
4 Inc. ("Defendant") and all documents submitted in support of the motion, HEREBY ORDERS AND
5 ENTERS JUDGMENT AS FOLLOWS:

6 1. All terms used herein shall have the same meaning as defined in the PAGA Settlement
7 Agreement (hereinafter "Settlement Agreement") attached to the Declaration of Eric J. Naessig as
8 **Exhibit 1.**

9 2. The Court hereby approves the terms set forth in the Settlement Agreement and finds
10 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs the Parties
11 to effectuate the Settlement Agreement according to its terms. The Court finds that the Settlement
12 Agreement has been reached as a result of informed and non-collusive arm's-length negotiations.
13 The Court further finds that the Parties were able to reasonably evaluate their respective positions.
14 The Court also finds that settlement now will avoid additional and potentially substantial litigation
15 costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has
16 reviewed the monetary recovery being provided as part of the settlement and recognizes the
17 significant value accorded to the State of California and the Aggrieved Employees. The Court finds
18 that the Settlement Agreement meets all of the requirements for approval of a settlement under PAGA,
19 including the notice of the Settlement Agreement having been properly provided to the California
20 Labor and Workforce Development Agency ("LWDA"). The Court finds the LWDA has not objected
21 to, and is therefore deemed to have approved, the terms of the Settlement Agreement.

22 3. The Settlement Agreement is not an admission by Defendant or by any other of the
23 Released Parties in any respect, nor is this Order a finding of the validity of any allegations or of any
24 wrongdoing by any Defendant or any of the other Released Parties. Neither this Order, the Settlement
25 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement
26 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
27 concession, or liability whatsoever by or against Defendant or any of the other Released Parties.

28 4. The entire Net Settlement Amount (the remainder of the Gross Settlement Payment

1 after deducting Plaintiff's counsel's fees [\$123,529.31] and costs [\$10,386.73] and the costs of
2 administration [approximately \$7,000.00] from the \$370,588.31 Gross Settlement Payment) shall be
3 allocated for payment of civil penalties and shall be distributed 75% to the LWDA and 25% to the
4 Aggrieved Employees.

5 5. The 25% of the PAGA Fund for the Aggrieved Employees shall be distributed to the
6 Aggrieved Employees pro rata based on the number of eligible PAGA Pay Periods of each Aggrieved
7 Employee for Defendant during the PAGA Period. "Aggrieved Employees" means a person
8 employed by Defendant in California and classified as a non-exempt, hourly security guard employee,
9 who worked at least one pay period for Defendant at any time during the PAGA Period. The PAGA
10 Period means the period from November 7, 2022, through October 31, 2024.

11 6. Defendant shall pay the Aggrieved Employees pursuant to the procedure described in
12 the Settlement Agreement. Defendant shall have no further liability for costs, expenses, interest,
13 attorneys' fees, or for any other charge, expense, or liability except as provided for in the Settlement
14 Agreement.

15 7. The Court hereby confirms Lavi & Ebrahimian, LLP as PAGA Counsel.

16 8. The Court hereby confirms Phoenix Settlement Administrators as the Settlement
17 Administrator and confirms that costs in the amount of approximately \$7,000.00 for administration
18 of the settlement are reasonable.

19 9. The Court hereby awards attorneys' fees in the amount of 33 and 1/3% of the Gross
20 Settlement Amount, which is \$122,294.14 in attorneys' fees and \$10,386.73 in attorneys' costs. The
21 payment of fees to PAGA Counsel shall be made in accordance with the terms of the Settlement.

22 10. Within thirty (14) calendar days after the Effective Date, Defendant will send a list of
23 all Aggrieved Employees to the Settlement Administrator, containing each Aggrieved Employee's:
24 (1) full name; (2) last-known home address; (3) total number of PAGA Pay Periods; and (4) social
25 security number.

26 11. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to
27 the Administrator no later than forty-five (45) days after the Effective Date.

28 12. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the

1 Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the
2 Administration Expenses Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA
3 Counsel Fees Payment.

4 13. All Individual PAGA Payment settlement checks will remain valid and negotiable for
5 180 days from the date of their issuance. If there are uncashed checks following this period, the
6 uncashed funds shall escheat to the State of California Unclaimed Property Fund. The Settlement
7 Administrator shall pay the funds represented by such uncashed checks to the State of California
8 Unclaimed Property Fund, with an identification of the Aggrieved Employee to whom the funds
9 belong. In that event, the Aggrieved Employee nonetheless shall be bound to the terms of this
10 Settlement Agreement.

11 14. As Effective on the date when the Order Approving PAGA Settlement is entered by
12 the Court, Plaintiff and Aggrieved Employees will release all PAGA claims against all Released
13 Parties as follows: All claims arising out of the facts and claims asserted in Plaintiff's November 7,
14 2023, letter to the LWDA for civil penalties under the Private Attorney General Act of 2004 Cal. Lab.
15 Code § 2698, as amended on August 9, 2024, and/or as alleged in the First Amended Complaint,
16 arising during the PAGA Period, including without limit all claims for: 1) Failure to pay wages for
17 all hours worked; 2) Failure to pay overtime wages for daily overtime worked; 3) Failure to authorize
18 or permit meal periods; 4) Failure to authorize or permit rest periods; 5) Failure to reimburse for
19 necessary business expenditures; 6) Failure to timely pay earned wages during employment; 7)
20 Failure to provide complete and accurate wage statements; and 8) Failure to timely pay all earned
21 wages due at time of separation of employment. "Released Parties" means: SUPERIOR
22 PROTECTION SERVICES CA, INC. and each of its former and present affiliated entities, parents,
23 subsidiaries, owners, directors, officers, shareholders, members, managers, employees, attorneys,
24 insurers, predecessors, successors, assigns, and affiliates, and includes specifically and without limit
25 any person who could have been named in the Action pursuant to Labor Code section 558.1,
26 regardless of whether they were actually named.

27 15. The Aggrieved Employees are permanently barred and enjoined from prosecuting
28 against Defendant and the Released Parties any of the claims released in the Settlement Agreement.

1 16. This Court shall retain jurisdiction with respect to all matters related to the
2 administration and consummation of the settlement, and any and all claims, asserted in, arising out
3 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the
4 settlement and the determination of all controversies relating thereto.

5 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

6 1. Final judgment is hereby entered in this case in accordance with the terms of the
7 Settlement Agreement and this Order. This Judgment is intended to be a final disposition of this
8 action in its entirety and is immediately appealable.

9 2. The Parties shall bear their own costs and attorneys' fees except as otherwise provided
10 by the Settlement Agreement and this Order.

11 3. Plaintiff's Counsel shall submit a copy of this Final Order and Judgment to the LWDA
12 within ten (10) days after entry of this Order and Judgment in accordance with California Labor Code
13 Section 2699(1)(3).
14

15 Dated: _____

16 Hon. Samantha Jessner
17 Los Angeles County Superior Court Judge
18
19
20
21
22
23
24
25
26
27
28