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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

CIERRA NEWSOM, on behalf of herself,
the State of California, and all Aggrieved
Employees,

Plaintiff,

vs.

CITY PRIVATE SECURITY INC., a
corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 24STCV02386

*[Assigned for all purposes to the
Hon. Theresa M. Traber, Dept. SSC-1]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS' GENERAL
ACT, REASONABLE ATTORNEYS'
FEES, AND COSTS**

Date: September 30, 2025

Time: 10:30 a.m.

Dept.: SSC-1

Action Filed: January 30, 2024

Trial Date: None Set

1 This matter came on regularly for hearing before this Court on September 30, 2025, at
2 10:30 a.m. Having considered the Parties' Settlement Agreement ("Settlement");¹ the documents
3 and evidence presented 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 the State of California and the Aggrieved Employees pursuant to the Settlement; and the fair,
6 reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length
7 negotiations between the parties, the Court hereby makes a final ruling that the Settlement is
8 approved pursuant to Labor Code section 2699(l). Good cause appearing therefore, the Court
9 hereby GRANTS Plaintiff Sharon Cheung ("Plaintiff") Motion for Approval of Claims under the
10 Private Attorneys General Act ("Motion") and ORDERS as follows:

11 1. The "Aggrieved Employees" shall be defined as all current and former non-exempt
12 employees who worked for Defendant City Private Security, Inc. in California at any time from
13 January 30, 2023 to May 5, 2025.

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

17 3. The Court orders that Defendant shall deposit the PAGA Gross Settlement
18 Amount of \$100,000.00 into an account established by the Settlement Administrator, pursuant to
19 the terms of the Settlement.

20 4. The Court hereby approves the Explanatory Letter submitted by the parties and
21 included as Exhibit A to the Settlement.

22 5. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
23 Administrator.

24 6. Within five (5) business days after the Effective Date, Defendant shall provide the
25 Settlement Administrator with a list containing the Aggrieved Employees' names, last known
26

27 ¹ All terms used in this Order shall have the same meaning as that assigned to them in the
28 Settlement Agreement, attached as Exhibit 1 to the Declaration of Neil M. Larsen submitted
concurrently with the Motion.

1 mailing addresses, last known telephone numbers, dates of employment or number of pay periods
2 worked during the PAGA Period, and Social Security numbers to the extent available from
3 Defendant's records, pursuant to the terms of the Settlement.

4 7. The Settlement Administrator is directed to mail the Individual PAGA Payments
5 and the Explanatory Letter to the Aggrieved Employees within twenty-one (21) 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 one-third of the Gross
8 Settlement Amount (currently estimated to be \$33,333.33) for Plaintiff's counsel, and
9 reimbursement of litigation costs of \$22,224.71 to Plaintiff's counsel, are fair, reasonable, and
10 adequate, and orders the Settlement Administrator to distribute these payments to Plaintiff's
11 Counsel as provided for in the Settlement Agreement.

12 9. The Court orders that the Settlement Administrator shall be paid up to \$4,250.00
13 for all of its work done and to be done until the completion of this matter, and finds that sum
14 appropriate.

15 10. The Court finds that the requested Enhancement Payment of \$5,000.00 to Plaintiff is
16 fair, adequate, and reasonable in recognition of the unique contributions she has made and the risks
17 she undertook on behalf of the Aggrieved Employees and the State of California, and orders that the
18 Settlement Administrator distribute this payment to Plaintiff as provided for in the Settlement
19 Agreement.

20 11. The Court finds that the amount of \$26,393.97, representing 75% of the
21 \$35,191.96 amount allocated as PAGA civil penalties under the Settlement, to be paid to the
22 California Labor and Workforce Development Agency ("LWDA") as provided for by the
23 Settlement, is fair, adequate, and reasonable, and orders that payment be made to the LWDA in
24 accordance with the terms of the Settlement Agreement. Likewise, the Court finds that the amount
25 of \$8,797.99, representing 25% of the \$35,191.96 amount allocated as PAGA civil penalties under
26 the Settlement to be paid to the Aggrieved Employees is fair, adequate, and reasonable.

27 12. The Court approves the scope of the release as set forth in the Settlement.
28 Following entry of this Judgment and Order and the Settlement being fully funded, Plaintiff and

1 13. Plaintiff and Aggrieved Employees fully and finally release and discharge
2 Defendant and its former, present and future owners, parents, and subsidiaries, and all of their
3 current, former and future officers, directors, members, managers, partners, shareholders, joint
4 venturers, successors, assigns, accountants, insurers, or legal representatives (“Released Parties”),
5 from all claims, rights, demands, liabilities and causes of action that arose during the PAGA
6 Period for civil penalties under the PAGA, that were alleged in the Action or that could have been
7 alleged based on the facts alleged in the Action (“PAGA Released Claims”).

8 14. Upon entry of this Judgment and Order, the Court permanently enjoins and forever
9 bars Plaintiff or the Aggrieved Employees from instituting or prosecuting any of the PAGA
10 Released Claims against Defendant which were resolved as part of the Settlement. Without
11 affecting the finality of this Judgment and Order in any way, the Court retains jurisdiction to
12 enforce the terms of the Settlement.

13 15. A final compliance hearing regarding distribution of the settlement funds is set for
14 _____, 2026 at _____. Plaintiff’s counsel shall file a final
15 accounting report at least five (5) court days prior to the final compliance hearing.

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

17
18 Dated: _____

18 By: _____
19 Honorable Theresa M. Traber
20 Judge of the Superior Court
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