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Attorneys for Plaintiff MARIO FOSADOS,
individually, and on behalf of other members of
the general public similarly situated and on behalf
of other aggrieved employees pursuant to the
California Private Attorneys General Act

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

MARIO FOSADOS, individually, and on behalf
of other members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act,

Plaintiff,

vs.

DREW CHAIN SECURITY CORP., a
California corporation; and DOES 1 through
25, inclusive,

Defendants.

Case No. 24STCV00519

*Assigned for All Purposes to the Honorable
David S. Cunningham III, Dept. 11*

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT AND
AWARD OF ATTORNEYS' FEES AND
COSTS, GENERAL RELEASE FEE, AND
SETTLEMENT ADMINISTRATION COSTS**

Date: May 20, 2025
Time: 11:00 a.m.
Department: 11

Complaint Filed: January 8, 2024
FAC Filed: March 11, 2024
Trial Date: Not Set

1 **[PROPOSED] ORDER AND JUDGMENT**

2 On May 20, 2025 at 11:00 a.m. in Department 11 of the above-captioned Court located at
3 Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, Plaintiff Mario
4 Fosados' ("**Plaintiff**") Motion for Approval of PAGA Settlement and Award of Attorneys' Fees and
5 Costs, General Release Fee, and Settlement Administration Costs ("**Motion**") came on for hearing
6 before the Honorable David S. Cunningham III. Blackstone Law, APC appeared on behalf of
7 Plaintiff, and O'Hagan Meyer LLP appeared on behalf of Defendant Drew Chain Security Corp.
8 ("**Defendant**").

9 Plaintiff and Defendant (collectively, the "**Parties**") have executed the Private Attorneys
10 General Act Settlement Agreement and Release ("**Settlement**," "**Agreement**," or "**Settlement**
11 **Agreement**").

12 The Court, having carefully considered the papers, argument of counsel, and all matters
13 presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion.

14 **IT IS HEREBY ORDERED THAT:**

15 1. Plaintiff's Motion is granted in its entirety.

16 2. This Order and Judgment incorporates by reference the definitions in the Settlement
17 Agreement, and all capitalized terms defined therein shall have the same meaning in this Order and
18 Judgment as set forth in the Settlement Agreement.

19 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
20 Attorneys General Act (Cal. Labor Code § 2698, et seq.) ("**PAGA**"), including, but not limited to,
21 providing the California Labor and Workforce Development Agency ("**LWDA**") and Defendant with
22 notice of the specific provisions of the California Labor Code alleged to have been violated, including,
23 but not limited to, the facts and theories to support the alleged violations, in conformity with California
24 Labor Code § 2699.3(a).

25 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA
26 in conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought to intervene
27 or appear in the above-captioned action ("**Action**").

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1 5. The individuals covered under the Settlement consist of the following: “all current and
2 former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California
3 at any time during the PAGA Period (“**Aggrieved Employees**”). The “**PAGA Period**” is defined as
4 the period from January 4, 2023 to November 4, 2024.

5 6. The Court finds that the Parties reached the Settlement as a result of arm’s-length
6 negotiations.

7 7. Pursuant to California Labor Code section 2699(1)(2), the Court has reviewed the sum
8 allocated for payment of penalties under PAGA (“**Net Settlement Amount**”), and determines that it
9 is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount, which
10 shall be the Gross Settlement Amount (\$300,000.00) less the approved Attorneys’ Fees and Costs to
11 Plaintiff’s Counsel, General Release Fee to Plaintiff, and Settlement Administration Costs to ILYM
12 Group, Inc. (“**Settlement Administrator**”). Seventy-five percent (75%) of the Net Settlement
13 Amount shall be distributed to the LWDA (“**LWDA Payment**”) and twenty-five percent (25%) of the
14 Net Settlement Amount (“**Employees’ Portion**”) shall be distributed to the Aggrieved Employees in
15 accordance with this Order and Judgment and the Settlement Agreement.

16 8. The Court has considered the Settlement, and the monetary allocations provided
17 thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the
18 Settlement Administrator to administer the Settlement and to make the payments as provided for by,
19 and consistent with, this Order and Judgment and the Settlement Agreement.

20 9. The Court approves the payment of \$100,000.00 to Plaintiff’s Counsel for attorneys’
21 fees. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in
22 accordance with this Order and Judgment and the Settlement Agreement.

23 10. The Court approves the payment of \$26,095.15 to Plaintiff’s Counsel for
24 reimbursement of actual litigation costs and expenses incurred in this matter. This amount shall be
25 paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and
26 Judgment and the Settlement Agreement.

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1 11. The Court approves the payment in the amount of \$5,000.00 to Plaintiff for a General
2 Release Fee. This amount shall be paid from the Gross Settlement Amount and shall be distributed in
3 accordance with this Order and Judgment and the Settlement Agreement.

4 12. The Court approves payment in the amount of up to \$8,000.00 to the Settlement
5 Administrator for the Settlement Administration Costs. This amount shall be paid from the Gross
6 Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the
7 Settlement Agreement.

8 13. The Court approves the cover letter (“**Cover Letter**”), attached hereto as **Exhibit 1**,
9 and the Settlement Administrator shall distribute the Cover Letter to Aggrieved Employees at the same
10 time that it distributes Individual PAGA Payment checks to the Aggrieved Employees.

11 14. No later than seven (7) calendar days after the date of this Order and Judgment,
12 Defendant will provide the Settlement Administrator with a list of all Aggrieved Employees,
13 containing each Aggrieved Employee’s: (i) first and last name; (ii) last known address; (iii) last known
14 telephone number; (iv) Social Security number; (v) dates worked during the PAGA Period; and (vi)
15 which Aggrieved Employees need the Cover Letter translated and which language (collectively,
16 “**Aggrieved Employees List**”).

17 15. Within twenty-one (21) calendar days of the Court’s order granting approval of the
18 Settlement Agreement, Defendant will fund the Gross Settlement Amount by transmitting the funds
19 to a qualified settlement account established by the Settlement Administrator for administration of the
20 Settlement.

21 16. No later than seven (7) calendar days after the Settlement Administrator receives the
22 Aggrieved Employees List and the full funding of the Gross Settlement Amount, the Settlement
23 Administrator will distribute the Individual PAGA Payments to Aggrieved Employees (along with a
24 cover letter “Cover Letter”), the LWDA Payment to the LWDA, the General Release Fee to Plaintiff,
25 the Attorneys’ Fees and Costs to Plaintiff’s Counsel, and the Settlement Administration Costs to itself.

26 17. The Individual PAGA Payment checks that are issued to Aggrieved Employees will
27 remain valid and negotiable for up to one hundred and eighty (180) calendar days, and thereafter, shall
28 be canceled. Funds associated with such canceled checks shall be transmitted to the State Controller’s

Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of their respective Individual PAGA Payment(s).

18. If it is determined by the Settlement Administrator that the total number of Pay Periods worked by the Aggrieved Employees during the PAGA Period actually exceeds 10,723 by more than 10% (i.e., if the Pay Periods exceed 11,795), then the Gross Settlement Amount will be increased on a pro rata basis equal to the percentage increase in the number of Pay Periods worked by the Aggrieved Employees above 11,795 Pay Periods, or Defendant may elect to modify the PAGA Period end date so that the total number of Pay Periods does not exceed 10,723.

19. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.

20. Upon the date of the Court's order granting approval of the Settlement Agreement and full funding of the Gross Settlement Amount, the Aggrieved Employees will be deemed to have fully, finally, and forever released Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns (collectively, the "Released Parties") from any and all claims arising from any of the factual allegations in the PAGA Notice and Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 et seq., which specifically includes claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order (collectively, "Released Claims").

21. No individualized notice of this Order and Judgment is required to be provided to the Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system established for the filing of notices and documents, in conformity with California Labor Code § 2699(l)(3).

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1 22. A Non-Appearence Final Accounting Hearing is set for _____ at
2 _____ in Department 11 of the above-entitled Court. A Final Report is due to be filed no later
3 than _____ confirming that disbursements were made pursuant to the Settlement.

4
5 **IT IS SO ORDERED.**

6
7 Dated: _____

Honorable David S. Cunningham III
Judge of the Superior Court

EXHIBIT 1

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>><<State>><<Zip>>

Re: Settlement Payment from *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County
Superior Court Case No. 24STCV00519

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual PAGA Payment”). This check is your payment from the settlement in the lawsuit entitled *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court Case No. 24STCV00519 (“Action”).

The Action was filed on January 8, 2024 and amended on March 11, 2024 by Mario Fosados (“Plaintiff”) against his former employer Drew Chain Security Corp. (“Defendant”). Plaintiff, on behalf of the State of California, with respect to himself and other alleged aggrieved employees, seeks recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse business expenses. Prior to initiating the Action, on January 4, 2024, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number LWDA-CM-1003121-24 (“PAGA Notice”).

Defendant denies all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations. A settlement was reached between Plaintiff and Defendant.

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period (“Aggrieved Employees”). The period January 4, 2023 to November 4, 2024 is the “PAGA Period.”

You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified as an Aggrieved Employee. Your Individual PAGA Payment is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099 (if applicable). You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of Court’s order granting approval of the Settlement Agreement and full funding of the Gross Settlement Amount>>, the Released Parties were fully, finally, and forever released from the Released Claims.

“Released Parties” means Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

“Released Claims” means any and all claims arising from any of the factual allegations in the PAGA Notice and Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, which specifically includes claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and

COVER LETTER

associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

The enclosed check is valid for 180 calendar days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your Individual PAGA Payment.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [Settlement Administrator] at [toll-free phone number].