

1 **JUSTICE FOR WORKERS, P.C.**

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

10 CODY YANDELL, an individual and on
11 behalf of all others similarly situated;

12 Plaintiff,

13 vs.

14 IRON DELTA SECURITY, a California
15 corporation; and DOES 1 through 50,

16 Defendants.

Case No.: 24STCV07830

[Assigned for All Purposes to:
Judge Theresa M. Traber, Dept. 1]

CLASS ACTION

**(PROPOSED) ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

(Filed concurrently with Motion for
Preliminary Approval and Supporting
Declarations)

DATE: January 2, 2026

TIME: 10:30 a.m.

DEPT: 1

Action Filed: March 27, 2024

Trial Date: None Set

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1. The Court grants preliminary approval of the proposed Settlement and the Class based upon the terms set forth in the Class Action and PAGA Settlement Agreement and Class Notice (the “Settlement” or “Agreement”)¹ attached as Exhibit 1 to the Declaration of William C. Sung in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement. The Court finds, on a preliminary basis, that the Settlement appears to be fair, adequate, and reasonable, and thus, meets the requirements for preliminary approval. The Court also preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure section 382 and applicable law.

¹ The Court, for purposes of this Order, hereby adopts all terms and definitions as set forth in the Settlement.

1 Gross Settlement Amount (currently estimated to be \$66,666.67) to Class Counsel for
2 reimbursement of reasonable attorney's fees; and (f) Class Counsel Litigation Expense Payment of
3 not more than \$12,500.00 to Class Counsel for reimbursement of reasonable litigation expenses.
4 Defendant is separately responsible for the payroll taxes owed on the wage portions of the
5 Individual Class Payments to Participating Class Members.

6 3. The Court finds on a preliminary basis that: (1) the Gross Settlement Amount is fair
7 and reasonable to the Class Members when balanced against the probable outcome of further
8 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
9 significant formal and informal discovery, investigation, research, and litigation have been
10 conducted such that counsel for the respective Parties at this time are able to reasonably evaluate
11 their respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks
12 that would be presented by the further prosecution of the litigation; and (4) the proposed Settlement
13 has been reached as the result of serious, informed, adversarial, and arms-length negotiations
14 between the Parties. Accordingly, the Court preliminarily finds that the Settlement was entered into
15 in good faith and meets the requirements for preliminary approval.

16 4. A Final Approval Hearing on the question of whether the proposed Settlement, Class
17 Counsel Fees Payment and Litigation Expenses Payment, Administration Expense Payment, the
18 PAGA Penalties, and the Class Representative Service Payment should be finally approved as fair,
19 reasonable, and adequate as to the members of the Class is hereby set in accordance with the
20 Implementation Schedule set forth below.

21 5. The Court provisionally certifies, for settlement purposes only, the following Class:
22 "All current and former non-exempt employees who worked for Defendant Iron Delta Security, Inc.
23 within the State of California at any time during the Class Period." The "Class Period" means the
24 period from March 27, 2020 to January 19, 2025. Excluded from the Class will be any Class
25 Member who opts out of the Settlement by sending the Administrator a timely and valid request to
26 opt out of the Settlement.

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1 6. Furthermore, the Court provisionally approves, for settlement purposes only, the
2 settlement of PAGA Penalties, the LWDA PAGA Payment, and the Individual PAGA Payments to
3 Aggrieved Employees. “Aggrieved Employees” are defined as “all current and former non-exempt
4 employees who worked for Defendant Iron Delta Security, Inc. within the State of California at any
5 time during the PAGA Period.” The “PAGA Period” means the period from March 27, 2023 to
6 January 19, 2025.

7 7. Release of Claims. The release provisions of the Settlement, as set forth below, are
8 provisionally approved:

9 a. Released Parties. “Released Parties” means Defendant and each of its former
10 and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors,
11 successors, assigns, subsidiaries, and affiliates.

12 b. Plaintiff's Release. Effective on the date when Defendant fully funds the
13 entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of
14 the Individual Class Payments, Plaintiff and Plaintiff's respective former and present spouses,
15 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
16 and discharge Released Parties from all claims, transactions, or occurrences related to Plaintiff's
17 employment with Defendants, including, but not limited to: (a) all claims that were, or reasonably
18 could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all
19 PAGA claims that were, or reasonably could have been, alleged based on facts contained in the
20 Operative Complaint, Plaintiff's PAGA Notice. (“Plaintiff's Release”). Plaintiff's Release does not
21 extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits,
22 unemployment benefits, disability benefits, social security benefits, workers' compensation benefits
23 that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that
24 Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff
25 now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and
26 remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's
27 discovery of them.. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
28 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,

1 and benefits, if any, of section 1542 of the California Civil Code, which reads:

2 A general release does not extend to claims that the creditor or releasing party does
3 not know or suspect to exist in his or her favor at the time of executing the release,
4 and that if known by him or her would have materially affected his or her settlement
5 with the debtor or Released Party.

6 c. Release of Class Claims by Participating Class Members. Effective on the
7 date when Defendant fully funds the entire Gross Settlement Amount and funds all employer
8 payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class
9 Members, on behalf of themselves and their respective former and present representatives, agents,
10 attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims,
11 rights, demands, liabilities, and causes of action alleged or which could have reasonably been
12 alleged against the Released Parties based on the facts alleged in the Operative Complaint that
13 accrued during the Class Period, including without limitation, any and all claims for failure to pay
14 wages (including minimum wages, regular wages, overtime wages, failure to pay overtime at the
15 regular rate, double time wages, reporting time wages, vacation wages, sick pay), failure to provide
16 compliant meal periods and associated premium pay, failure to provide compliant rest periods and
17 associated premium pay, failure to provide compliant wage statements, failure to timely pay wages
18 upon separation of employment, failure to timely pay wages during employment, failure to
19 reimburse necessary business expenses and Unfair Competition in violation of California Labor
20 Code §§201, 202, 203, 204, 210, 216, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 246, 256, 510, 512,
21 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 1199, 2802, and IWC Wage Order 4-2001 (the
22 “Released Class Claims”). Except as set forth in Section 5.3 of this Agreement, Participating Class
23 Members do not release any other claims, including claims for vested benefits, wrongful
24 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
25 disability, social security, workers’ compensation, or claims based on facts occurring outside the
26 Class Period.

27 d. Release by Aggrieved Employees. Effective on the date when Defendant
28 fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the
Wage Portion of the Individual Class Payments, all Aggrieved Employees are deemed to release, on

1 behalf of themselves and their respective former and present representatives, agents, attorneys,
2 heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties
3 under PAGA that are alleged or which reasonably could have been alleged against the Release
4 Parties based on the facts alleged in the PAGA Notice and Operative Complaint that during the
5 PAGA Period, including without limitation, any and all claims for penalties arising out of failure to
6 pay wages (including minimum wages, regular wages, overtime wages, failure to pay overtime at
7 the regular rate, double time wages, reporting time wages, vacation wages, sick pay), failure to
8 provide compliant meal periods and associated premium pay, failure to provide compliant rest
9 periods and associated premium pay, failure to provide compliant wage statements, failure to timely
10 pay wages upon separation of employment, failure to timely pay wages during employment, failure
11 to reimburse necessary business expenses and Unfair Competition in violation of California Labor
12 Code §§201, 202, 203, 204, 210, 216, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 246, 256, 510, 512,
13 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 1199, 2802, and IWC Wage Order 4-2001
14 (“Released PAGA Claims”).

15 8. The Court finds, for settlement purposes only, that the Class meets the requirements
16 for certification under California Code of Civil Procedure section 382 in that: (1) the Class is so
17 numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of
18 general interest, to all Class Members, which predominate over individual issues; (3) Plaintiff's
19 claims are typical of the claims of the Class Members; (4) Plaintiff and Class Counsel will fairly
20 and adequately protect the interests of the Class Members; and (5) a class action is superior to other
21 available methods for the fair and efficient adjudication of the controversy.

22 9. The Court appoints, for settlement purposes only, Plaintiff as the Class
23 Representative. The Court approves, on a preliminary basis, payment of a Class Representative
24 Service Payment to Plaintiff of up to \$10,000.00 from the Gross Settlement Amount, in addition to
25 the amount Plaintiff is eligible to receive as a Class Member, for Plaintiff's contributions and
26 participation in the litigation, for the risks and duties attendant to Plaintiff's role as the Class
27 Representative, and for Plaintiff's general release of claims against the Released Parties. To the
28 extent the final amount awarded is less, the remainder will be retained in the Net Settlement

1 Amount for distribution to Participating Class Members.

2 10. The Court appoints, for settlement purposes only, Plaintiff's Counsel William C.
3 Sung and Tiffany L. Luu of Justice for Workers, P.C., as Class Counsel. The Court approves, on a
4 preliminary basis, Class Counsel Fee Payment up to one-third of the Gross Settlement Amount
5 (currently estimated to be \$66,666.67) as reasonable attorney's fees and Class Counsel Litigation
6 Expenses Payment for reimbursement of actual costs not to exceed \$12,500.00, payable from the
7 Gross Settlement Amount. To the extent actual costs are less and/or the final amounts awarded for
8 fees and/or costs are less, the remainder will be retained in the Net Settlement Amount for
9 distribution to Participating Class Members.

10 11. The Court appoints Simpluris, Inc. as the Administrator with payment, payable from
11 the Gross Settlement Amount, for Administration Expenses Payment not to exceed \$7,000.00,
12 except upon a showing of good cause and as approved by the Court. To the extent administration
13 costs are less, the remainder will be retained in the Net Settlement Amount for distribution to
14 Participating Class Members.

15 12. The Administrator shall perform services and duties as provided for in the
16 Settlement, including, but not limited to, mailing the Class Notice via first-class U.S. Mail, in
17 English and Spanish, to Class Members. Class Members shall not be required to submit a claim
18 form to receive Individual Class Payments.

19 13. The Court approves the Class Notice in substantially similar form and content as is
20 attached to the Settlement as Exhibit A. The Court finds, on a preliminary basis, that the plan for
21 distribution of the Class Notice satisfies due process, provides the best notice practicable under the
22 circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

23 14. The obligations set forth in the Settlement are deemed part of this Preliminary
24 Approval Order, and the Parties and Administrator are ordered to carry out the Settlement according
25 to its terms and provisions.

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15. The Court orders the following Implementation Schedule:

Defendant to provide the Administrator with the Class Data	Within 15 calendar days after entry of this Preliminary Approval Order
Administrator to mail the Class Notice	Within 14 calendar days after receiving the Class Data from Defendant
Response Deadline for Class Members	Within 45 calendar days after the Administrator mails the Class Notice (extended by 14 calendar days for any re-mailed initial Class Notices)
Last Day to File a Motion for Final Approval of Class Action and PAGA Settlement	At least 16 court days before the Final Approval Hearing:
Final Approval Hearing	_____ at ____ a.m./p.m.

16. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to Class Members.

17. The Settlement is preliminarily approved but is not an admission by Defendant of the validity of any claims in this class action, or of any wrongdoing by Defendant or of any violation of law. Neither the Settlement nor any related document shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding other than as may be necessary to consummate or enforce the Settlement.

IT IS SO ORDERED.

Dated: _____, 2026

The Honorable Theresa M. Traber
Judge of the Superior Court