

SEP 23 2025

BY _____ DEPUTY

ENDORSED

STANSBURY BROWN LAW, PC
DANIEL J. BROWN (SBN 307604)
dbrown@stansburybrownlaw.com
KATHLEEN J. BECKET (SBN 334091)
kbecket@stansburybrown.com
2610 1/2 Abbot Kinney Blvd.
Venice, California 90291
Tel: (323) 204-3124

Attorneys for Plaintiff
DAVID CONTRERAS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN

DAVID CONTRERAS, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

AAA QUALITY SERVICES, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. BCV-24-102154

*[Assigned for all purposes to Hon. Thomas S.
Clark, Dept. 17]*

REPRESENTATIVE ACTION

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

Complaint filed: June 26, 2024
Trial Date: None Set

BY FAX

1 The Unopposed Motion of Plaintiff David Contreras ("Plaintiff") for Settlement Approval of
2 Claims Brought Under The Private Attorneys General Act, and Reasonable Attorneys' Fees and Costs
3 came on regularly for hearing before this Court on September 23, 2025 at 8:30 a.m. The Court, having
4 considered the Settlement Agreement entered into between Plaintiff and Defendants (the "Settlement
5 Agreement") and the documents and evidence presented in support thereof, and recognizing the
6 disputed issues involved in this case, the risks of prosecution, and benefits to be received by the State
7 of California and the Aggrieved Employees pursuant to the Settlement Agreement, the Court hereby
8 makes a final ruling pursuant to Labor Code § 2699 that the proposed Settlement Agreement is fair,
9 reasonable, and adequate, and is the product of good faith arm's length negotiations between the
10 Parties. Good Cause appearing therefore, the Court hereby GRANTS Plaintiff's Motion for
11 Settlement Approval of Claims Brought Under The Private Attorneys General Act And For
12 Reasonable Attorneys' Fees And Costs, and HEREBY ORDERS THE FOLLOWING:

13 1. The "Aggrieved Employees" shall be defined as:

14 All current and former non-exempt employees of Defendant AAA Quality
15 Services, Inc. ("Employer" or "Defendant") who performed work in California
16 for Defendant at any time during the PAGA Period.

17 2. The "PAGA Period" means the time period between July 2, 2023 and ending on the
18 date of approval of the Settlement by the Court.

19 3. The Court hereby approves the Settlement as set forth in the Settlement Agreement as
20 fair, reasonable, and adequate, and directs the Parties to effectuate the Settlement Agreement
21 according to its terms.

22 4. The Court orders Plaintiff to file and serve within five (5) court days of notice of this
23 Order his Second Amended Representative Action Complaint substantially in the form attached as
24 **Exhibit B** to the Declaration of Daniel J. Brown In Support of Motion for Settlement Approval for
25 Claims Brought Under the Private Attorneys General Act, and Reasonable Attorneys' Fees and Costs.

26 5. The Court orders that Defendants shall pay the Gross Settlement Amount of
27 \$100,000.00 to the Settlement Administrator within ten (10) court days of the date this Order is
28 entered, consistent with the Settlement Agreement.

1 6. The Court hereby approves, as to form and content, the Notice of Settlement of Private
2 Attorneys General Act Claim (Cal. Labor Code § 2698 Et Seq.) substantially in the form attached as
3 **Exhibit A** to the Settlement, which shall be mailed via First-Class U.S. Mail to the Aggrieved
4 Employees in English and Spanish along with the Individual Settlement Payments no later than
5 twenty (20) court days of the date this Order is entered, as provided for in the Settlement Agreement.

6 7. Within ten (10) court days following the initial mailing of the Individual Settlement
7 Payments, the Settlement Administrator will provide an accounting under oath to the Parties of the
8 amounts paid from the Settlement. The Settlement Administrator shall provide an updated accounting
9 under oath within fourteen (14) days following the disbursement of any funds to Boys & Girls Club
10 of Kern County, the designated *cypres*.

11 8. The Court finds that attorneys' fees in the amount of \$35,000.00 for Plaintiff's
12 Counsel, and reimbursement-of-litigation costs of \$5,590.93 to Plaintiff's Counsel are fair,
13 reasonable, and adequate, and orders that Settlement Administrator distribute these payments to
14 Plaintiff's Counsel within twenty (20) court days of the date this Order is entered, as provided for in
15 the Settlement Agreement.

16 9. The Court finds that a PAGA representative Service Award of \$1,000 to Plaintiff is
17 fair and reasonable in recognition of the contributions he has made and the risks he undertook on
18 behalf of the Aggrieved Employees and the State of California, and orders that the Settlement
19 Administrator distribute this payment to Plaintiff within twenty (20) court days of the date this Order
20 is entered, as provided for in the Settlement Agreement.

21 10. The Court finds that Settlement Administrator fees and expenses in the amount of
22 \$3,850.00 are reasonable, fair and adequate, and orders that Settlement Administrator distribute this
23 payment to Phoenix Settlement Administrators within twenty (20) court days of the date this Order
24 is entered, as provided for in the Settlement Agreement.

25 11. The Court finds that the payment to the State of California Labor and Workforce
26 Development Agency ("LWDA") in the amount of \$35,408.81 (representing 65% of the PAGA civil
27 penalties under Labor Code § 2699(i)) is fair, adequate, and reasonable, and orders that payment be
28 made to the LWDA as provided for in the Settlement Agreement. The remaining 35% portion to be

1 paid to PAGA Employees shall be paid to all PAGA Employees based on the proportionate number
2 of pay periods worked by each PAGA Employee during the PAGA period.

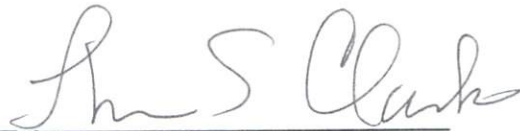
3 12. The Court approves the limited scope of the PAGA Release, contained in the
4 Settlement Agreement. Following entry of this Order and Final Judgement, Plaintiff, the LWDA, and
5 the PAGA Employees will release Defendant AAA Quality Services, Inc. and all its past, present and
6 future officers, directors, members, managers, employees, agents, representatives, attorneys
7 (including Employer's counsel in the PAGA Action), insurers, reinsurers, partners, investors,
8 shareholders, administrators, parent companies, subsidiary companies, related, associated, or
9 affiliated companies, divisions, predecessors, successors, assigns, joint venturers, and any individual
10 or entity which could be liable for any of the Released Claims (collectively, the "Released Parties")
11 from any and all claims under PAGA for the recovery of civil penalties, attorneys' fees, and costs
12 which Plaintiff, the LWDA, or the PAGA Employees had, or may claim to have, against Released
13 Parties based on the allegations and claims that have been stated or pled in Plaintiff's LWDA Notice
14 or Plaintiff's Second Amended Complaint, including without limitation, alleged violations of
15 California Labor Code sections 201-203, 204, 210, 221-223, 226, 226.3, 226.7, 245.5, 246, 248.2,
16 248.5, 510, 512, 516, 551-552, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 2751, 2800, 2802,
17 2804, 2810.5, California Industrial Commission Wage Orders, and including any claims for or related
18 to claims for civil penalties for failure to pay minimum wages, failure to pay overtime wages, failure
19 to provide compliant meal periods, failure to provide compliant rest periods, failure to timely pay
20 wages including upon termination, failure to issue compliant wage statements, failure to reimburse
21 for necessary business expenses, failure to maintain accurate records including written commission
22 agreements, failure to maintain accurate records, failure to provide paid sick leave, failure to pay all
23 agreed-upon wages including bonus wages accrued, and failure to provide legally mandated
24 disclosures and/or written notices regarding the terms of employment under Labor Code § 2810.5.
25 The release extends through the PAGA Period ("PAGA Released Claims"). The PAGA Released
26 Claims do not include the individual claims of the PAGA Employees. The Parties agree the PAGA
27 Employees are not releasing any claims against AAA Security, Inc. and Knight Guard Security, Inc
28 in connection with the PAGA Released Claims.

1 13. Upon entry of this Final Order and Judgement and full payment of the Gross
2 Settlement Amount, Plaintiff and the Aggrieved Employees will be forever barred from pursuing any
3 and all of the PAGA Released Claims that arose during the PAGA Period against the Released
4 Parties.

5 14. Without affecting the finality of this Final Order and Judgement in any way, the Court
6 retains jurisdiction under California Code of Civil Procedure § 664.6 to enforce the terms of the
7 Settlement Agreement.

8 **IT IS SO ORDERED.**

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10 Dated: 9/23/25



11 Hon. Thomas S. Clark

12 Judge of the Superior Court
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