

1 **~~[PROPOSED]~~ ORDER AND JUDGMENT**

2 Under California Labor Code Section 2699(1)(2) of the Private Attorneys General Act of
3 2004 (“PAGA”), the Parties submitted a Stipulation for Approval of Settlement under PAGA.

4 Plaintiff’s Complaint, filed on or about February 05, 2025, Case No. 25STCV03183
5 (“Action”), seeks civil penalties on himself of the State of California and similarly situated
6 aggrieved employees (the “Aggrieved Employees”), as authorized by PAGA under California
7 *Labor Code* § 2699, in relation to alleged violations of the predicate statutes set forth in Plaintiff’s
8 Complaint and the letters to the Labor Workforce and Development Agency (“LWDA”) dated
9 August 20, 2024, November 25, 2024, and March 26, 2025 (“PAGA Notice”), on behalf of all
10 current and former non-exempt employees of Defendant from August 20, 2023 through Court
11 approval of this settlement on May 8, 2025, inclusive.

12 Under PAGA, in any action brought by an aggrieved employee, the Court “shall review and
13 approve any settlement of any civil action filed pursuant to this part.” California *Labor Code* §
14 2699(1)(2). Accordingly, the Court, having considered the proposed settlement set forth in the
15 Settlement Agreement, including the proposed PAGA penalties, under Labor Code § 2699(1)(2),
16 having considered the papers filed in support of the proposed settlement and the arguments of
17 counsel, and good cause appearing, HEREBY ORDERS AS FOLLOWS:

- 18 1. The Court finds the instant Action presents a good-faith dispute of the PAGA claim alleged
19 and that the Parties reached settlement as a result of arm’s-length negotiations;
- 20 2. The Court finds in favor of settlement approval, and therefore approves settlement of the
21 PAGA claim in above-captioned action in its entirety, as set forth in the Settlement
22 Agreement, which is incorporated by reference herein, and further finds that the definitions,
23 terms and conditions including each of the releases and other terms, are fair, just, reasonable,
24 and adequate;
- 25 3. The Court also finds that Plaintiff submitted the Settlement Agreement to the LWDA in
26 conformity with Labor Code section 2699(1)(2) and that the LWDA has not sought to
27

1 intervene or appear in the Action.

2 4. The Court finds further that Plaintiff, acting on behalf of himself, the Aggrieved Employees,
3 and the State of California, by operation of the entry of this Order and Judgment and full
4 funding of the Gross Settlement Amount hereby are deemed to release and forever, on behalf
5 of themselves and their respective former and present representatives, agents, attorneys
6 (including PAGA Counsel), heirs, administrators, successors, and assigns (“the Aggrieved
7 Employee Releasers”), the Released Parties (Defendant Guard-Systems, Inc., and each of
8 its affiliated or related companies, and its and their former and present accountants, insurers,
9 reinsurers, attorneys, agents, successors, heirs, advisors, employees, directors, officers,
10 members, owners, shareholders, representatives, and consultants) of all PAGA claims
11 asserted, or that could have been asserted in the Complaint and PAGA Notice including, but
12 not limited to, those under Labor Code Sections 201, 202, 203, 204, 226, 226.3, 226.7, 245-
13 249, 246.5, 248.5, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199,
14 2699, 2800, 2802, and the applicable Wage Order, and a Civil Code Section 1542 release
15 as to those sections (“PAGA Released Claims”). The release shall extend through the
16 Covered Period;

17 5. The Court finds further that the foregoing release shall be binding on Plaintiff and the State
18 of California, and shall bar any claim under PAGA brought by any person, including the
19 Aggrieved Employees, on behalf of the State of California, as to the PAGA Released
20 Claims;

21 6. The Parties are directed to comply with all terms of the Settlement Agreement, and
22 Defendant is directed to make all payments required by the Settlement Agreement;

23 7. Under the Settlement Agreement, Defendant agrees to pay an all-in gross amount of **One**
24 **Hundred Thousand Dollars and Zero Cents (\$100,000.00)** (the “Gross Settlement
25 Amount”). The Gross Settlement Amount is inclusive of payments to the LWDA, the
26 Aggrieved Employees, Settlement Administrator Costs, Attorney’s Fees, and Litigation
27 Costs & Expenses. No portion of the Gross Settlement Amount will revert to Defendant.

1 Plaintiff's counsel requests an award of attorney's fees in the amount of **Thirty-Three**
2 **Thousand Three Hundred Thirty Dollars and Zero Cents (\$33,330.00)**, and litigation
3 costs and expenses in the amount of **Eight Thousand Six Hundred Eighty-Three Dollars**
4 **and Seventy-Two Cents (\$8,683.72)**. The Settlement Administrator, ILYM Group, Inc.,
5 requests administration costs of **Five Thousand Two Hundred Fifty Dollars and Zero**
6 **Center (\$5,250.00)**. The Court finds the Gross Settlement Amount is fair, reasonable, and
7 adequate, and approves each of these payments, and directs the Settlement Administrator to
8 make the above payments from the Gross Settlement Amount as follows:

- 9 a. \$33,330.00 in attorney's fees to Sezgin Khousadian LLP;
- 10 b. \$8,683.72 in litigation costs and expenses to Sezgin Khousadian LLP;
- 11 c. \$5,250.00 in administration costs to ILYM Group, Inc.;
- 12 d. After deducting the foregoing payments, the estimated remainder of approximately
13 \$52,736.28 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code
14 Section 2699(i), the NSA will then be distributed 65 percent (\$34,278.58) to the
15 LWDA, and the remaining 35 percent (\$18,457.70) to the Aggrieved Employees on
16 a pro rata basis, as set forth in the Settlement Agreement.
- 17 e. The Court approves these payments as fair, just, reasonable and adequate and directs
18 the Settlement Administrator to issue checks to the LWDA and Aggrieved
19 Employees, along with a Notice of PAGA Settlement, Plaintiff, Plaintiff's counsel,
20 and to otherwise carry out its duties as set forth in the Settlement Agreement; and
- 21 8. The Court approves the Notice of PAGA Settlement attached as Exhibit A to the Settlement
22 Agreement attached hereto and the Administrator shall distribute the Notice to Aggrieved
23 Employees at the same time that it distributes the individual checks to the Aggrieved
24 Employees.
- 25 9. Individual employees shall not have the right to opt out of or object to the Settlement.
- 26 10. No individualized notice of this Order and Judgment is required to be provided to Aggrieved
27 Employees. This Order and Judgment shall be submitted to the LWDA by Plaintiff's

Counsel through the online system established for the filing of notices and documents within seven (7) days of the entry of this Order and Judgment, in conformity with California Labor Code 2699(1)(3).

11. The above-referenced Action and all claims asserted by Plaintiff individually and in a representative capacity are hereby DISMISSED WITH PREJUDICE. The Court reserves exclusive and continuing jurisdiction over the Action and the Parties under California *Code of Civil Procedure* § 664.6 for the purpose of supervising implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement.

IT IS SO ~~[PROPOSED]~~ ORDERED.



A handwritten signature in black ink, reading "Kevin C. Brazile", is written over a horizontal line.

Kevin C. Brazile / Judge

Dated: 05/08/2025

Hon. Judge Kevin C. Brazile