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

11 GENE KELLEY, individually, and on behalf
12 of other members of the general public
similarly situated,

13 Plaintiff,

14 v.

15 CALIFORNIA PROTECTION AND
16 INVESTIGATION SERVICES, INC., a
California corporation; and DOES 1 through
17 10, inclusive,

18 Defendants.

Case No.: 24STCV31470
Assigned to: Hon. Laura Seigle

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

Date: February 16, 2026
Time: 9:00 a.m.
Dept: 17

Complaint Filed: November 27, 2024
Trial Date: None Set

1 Plaintiff Gene Kelley's ("Plaintiff") Motion for Preliminary Approval of Class Action
2 Settlement and Representative Action Settlement ("Motion") came on for hearing on February 16,
3 2026 . Based on the moving papers and the documents filed in support, it is hereby ORDERED
4 that Plaintiff's Motion is GRANTED. The Court makes the following orders:

5 1. The Court finds on a preliminary basis that the Settlement Agreement appears to be
6 fair, adequate and reasonable and therefore meets the requirements for preliminary approval. The
7 Court grants preliminary approval of the settlement and the settlement class based upon the terms
8 set forth in the Settlement Agreement between Plaintiff and Defendant California Protection and
9 Investigation Services, Inc. ("Defendant," and together with Plaintiff, the "Parties"), attached to
10 the Declaration of Arash Sadat in Support of Plaintiff's Motion for Preliminary Approval of Class
11 and Representative Action Settlement as Exhibit 1.

12 2. The settlement falls within the range of reasonableness of a settlement which could
13 ultimately be given final approval by this Court, and appears to be presumptively valid, subject
14 only to any objections that may be raised at the Final Approval Hearing and final approval by this
15 Court. The Court notes that Defendant has agreed to create a common fund of \$560,000.00 to
16 cover (a) settlement payments to class members who do not validly opt out; (b) a \$25,000.00
17 allocation to claims under the Private Attorneys General Act ("PAGA"), sixty-five percent (65%)
18 of which (\$16,250.00) being paid to the California Labor & Workforce Development Agency
19 ("LWDA") and thirty-five percent (35%) of which (\$8,750.00) being paid to the Aggrieved
20 Employees; (c) a Class Representative Service Payment of \$5,000.00 to Plaintiff; (d) Class
21 Counsel's attorneys' fees, not to exceed one-third (1/3) of the Gross Settlement Amount
22 (\$186,666.67), and up to \$30,000.00 in costs for actual litigation expenses incurred by Class
23 Counsel; and (e) Settlement Administration costs of up to \$7,750.00.

24 3. The Court preliminarily finds that the terms of the settlement appear to be within
25 the range of possible approval, pursuant to California Code of Civil Procedure section 382 and
26 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair and
27 reasonable to the class members when balanced against the probable outcome of further litigation
28 relating to class certification, liability and damages issues, and potential appeals; (2) significant

1 informal discovery, investigation, research, and litigation have been conducted such that counsel
2 for the Parties at this time are able to reasonably evaluate their respective positions; (3) settlement
3 at this time will avoid substantial costs, delay, and risks that would be presented by the further
4 prosecution of the litigation; and (4) the proposed settlement has been reached as the result of
5 intensive, serious, and non-collusive negotiations between the Parties with the assistance of a well-
6 respected mediator. Accordingly, the Court preliminarily finds that the Settlement Agreement was
7 entered into in good faith.

8 4. A final fairness hearing on the question of whether the proposed settlement,
9 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement of
10 claims for penalties under the PAGA, and the class representative enhancement award should be
11 finally approved as fair, reasonable and adequate as to the members of the class is hereby set in
12 accordance with the Implementation Schedule set forth below.

13 5. The Court provisionally certifies, for settlement purposes only, the following class
14 (the "Class"): all persons who are employed or were previously employed by Defendant in
15 California and classified as a non-exempt, hourly W-2 employee at any time from November 27,
16 2020 through October 13, 2025.

17 6. "Class Period" means the period from November 27, 2020 through October 13,
18 2025.

19 7. "PAGA Period" means the period from September 26, 2023 through October 13,
20 2025.

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

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1 9. The Court appoints Plaintiff as Class Representative for settlement purposes only.
2 The Court further preliminarily approves Plaintiff's ability to request an enhancement award of
3 \$5,000.00.

4 10. The Court appoints, for settlement purposes only, Arash Sadat and Camron
5 Dowlatshahi and the law firm of Mills Sadat Dowlat LLP as Class Counsel. The Court further
6 preliminarily approves Class Counsel's ability to request attorneys' fees of up to one-third (1/3) of
7 the Gross Settlement Amount (currently estimated to be \$186,666.67) and costs not to exceed
8 \$30,000.00.

9 11. The Court appoints ILYM Group, Inc. as the Settlement Administrator with
10 reasonable administration costs estimated not to exceed \$7,750.00.

11 12. The Court approves, as to form and content the Class Notice, attached to the
12 Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the
13 Notice to Settlement Class Members satisfies due process, provides the best notice practicable
14 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
15 thereto.

16 13. The Parties are ordered to carry out the settlement according to the terms of the
17 Settlement Agreement.

18 14. Any class member who does not timely and validly request exclusion from the
19 settlement may object to the Settlement Agreement.

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15. The Court orders the following Implementation Schedule:

<u>Event</u>	<u>Deadline</u>	<u>Date</u>
Preliminary Approval of Settlement by the Court	Set by Court	February 16, 2026
Defendant to provide Class Data to the Settlement Administrator	Not later than 15 days after Defendant's counsel receives notice that the Court has granted Preliminary Approval of the Settlement	March 3, 2026
Settlement Administrator to mail the Class Notice	No later than 14 days after receiving Class Data	March 17, 2026
Class Members' Response Deadline for Written Objections and Requests for Exclusion	No later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed)	May 16, 2026 (extended deadline: May 30, 2026)
Administrator to provide all Counsel with a list of all valid and invalid Requests for Exclusion	No later than 7 days after the expiration of the Response Deadline	June 6, 2026
Deadline for Administrator to submit final report to all Counsel	Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount	
Deadline for Administrator to provide all Counsel with Declaration	No later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval	
Plaintiff's Deadline to file Motion for Final Approval of the Settlement	Unless otherwise ordered by the Court, not later than 16 court days before the scheduled Final Approval Hearing	
Final Approval Hearing	Set by Court	

16. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

Dated:

Hon. Laura Seigle
Los Angeles County Superior Court Judge

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