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PLAINTIFF/PETITIONER: ERNEST MURCIA
 DEFENDANT/RESPONDENT: GARDA CL WEST, INC.

CASE NUMBER:
 24STCV19275

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify)*:

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one)*:

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on *(date)*:
 b. from *(city and state)*:

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

 (TYPE OR PRINT NAME OF DECLARANT)

 (SIGNATURE OF DECLARANT)

FILED
Superior Court of California
County of Los Angeles

02/19/2026

David W. Slayton, Executive Officer / Clerk of Court

By: E. Martinez Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ERNEST MURCIA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

GARDA CL WEST, INC., a California
Corporation; GARDAWORLD CASHLINK,
LLC, dba GARDAWORLD CASH, a
Delaware limited liability company;
STEPHAN CRETIER, an individual;
PIERRE-HUBERT SEGUIN, an individual;
PATRICK PRINCE, an individual;, and
DOES 1-50, inclusive.

Defendants.

Case No. 24STCV19275

~~PROPOSED~~ JUDGMENT

19

Hearing Date: February 5, 2026

Hearing Time: ~~11:00 am~~ 10:00 AM

Judge: Hon. Timothy P. Dillon

Dept.: 15

1 The motion of Plaintiff Ernest Murcia (“Plaintiff”) for an order finally approving the class
2 and representative action settlement of this Lawsuit between Plaintiff and Defendant Garda CL
3 West, Inc. (“Garda”) came on for hearing on February 5, 2025 at 10:00 am before the Honorable
4 Timothy P. Dillon. Garda has stated its non-opposition to the motion. Due and adequate notice
5 haven been given to the Class, and the Court, having reviewed the motion, arguments of counsel
6 and evidence presented at the hearing, governing law, and the record as a whole, and good cause
7 appearing, the Court has granted final approval for the settlement, and consistent with that ruling;

8 It is ORDERED, ADJUDGED, and DECREED as follows:

9 1. The Court hereby adopts and incorporates by reference the terms and conditions
10 defined in the Stipulation Re: Settlement of Class and Representative Action (“Stipulation” or
11 “Settlement”), and all terms not otherwise defined in this Order and Judgment shall have the same
12 meaning as set forth in the Stipulation.

13 2. This Court finds that it has jurisdiction over the subject matter of this litigation
14 pending before the California Superior Court for the County of Los Angeles, and over all Parties
15 to this litigation, including the Class.

16 3. The PAGA Penalties amount of \$80,000 shall be paid out of the Maximum
17 Settlement Amount, 65% of which shall be allocated and paid to the LWDA and 35% of which
18 shall be distributed to the Aggrieved Employees as Individual PAGA Payments. The
19 Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the
20 Aggrieved Employees’ 35% share of PAGA Penalties (\$28,000) by the total number of PAGA
21 Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the
22 result by each Aggrieved Employee’s PAGA Pay Periods. The Aggrieved Employees are all non-
23 exempt Driver-Messengers who were employed by Garda in the State of California at any time
24 during the PAGA Period, which is September 13, 2022 to September 4, 2025.

25 4. All Aggrieved Employees will be sent their share of the PAGA Penalties and are
26 and will be subject to the release of the Released PAGA Claims as set forth below, whether or not
27 they opt out of the Class Settlement. Because the PAGA statute does not allow Aggrieved
28 Employees to exclude themselves from the PAGA Settlement, the Aggrieved Employees are

1 bound by the Settlement, including the release of all Released PAGA Claims, regardless of
2 whether they negotiate their settlement check.

3 5. A full opportunity has been afforded to the Class Members to participate at the
4 approval hearing or exclude themselves from the proposed Settlement and Class. ,All Class
5 Members who did not timely and properly submit a request for exclusion in accordance with the
6 Stipulation are bound by the Settlement and this Judgment.

7 6. Solely for purposes of effectuating this settlement, this Court has certified a class of
8 all Class Members, defined as: “all non-exempt current and former employees who were
9 employed by Garda in California as Driver-Messengers at any time during the Class Period
10 (August 1, 2020 through September 4, 2025).” The Court has granted final approval of the class
11 settlement with respect to the Class. All persons who meet the foregoing definition are members
12 of the Settlement Class, except for those individuals who timely submitted a valid request for
13 exclusion (“opt out”) from the Class. The following Class Members were the only Class Members
14 who opted out of the Settlement: Tyler Zumwalt, Jeffrey Baer, and Ivan Mendoza Paredas.

15 7. The Court has determined that the Maximum Settlement Amount of Five Hundred
16 Twenty-Seven Thousand Six Hundred Forty Dollars (\$527,640) and the other terms set forth in
17 the Stipulation are fair, reasonable, and adequate.

18 8. The Stipulation provides for a class representative enhancement payment of not
19 more than \$5,000 to the named Plaintiff, subject to the Court’s approval. The Court finds this
20 amount to be reasonable and hereby awards the class representative enhancement payment in the
21 amount of \$ 5000 to the named Plaintiff, to be paid out of the Maximum Settlement Amount.

22 9. The Court hereby awards Class Counsel a fees payment in the amount of \$ 175,880
23 and a costs and expenses payment in the amount of \$ 15,594.04 , both of which are to be paid out
24 of the Maximum Settlement Amount. Class Counsel shall not seek or obtain any other
25 compensation or reimbursement from Garda, Plaintiff, or members of the Class. The Court finds
26 these amounts to be reasonable.

27 10. The payment of \$ 16,957 to the Settlement Administrator as payment for
28 the Settlement Administrator’s fees and costs is approved because this amount is reasonable in

1 light of the work performed by the Administrator. Such amount shall be paid out of the Maximum
2 Settlement Amount. The Settlement Administrator shall calculate and administer the payments to
3 be made to the Settlement Class Members, transmit payment for attorneys' fees and costs to Class
4 Counsel, transmit the class representative enhancement payment to the Plaintiff, distribute the
5 PAGA Penalties, issue any required tax reporting forms, calculate withholdings, and perform the
6 other remaining duties set forth in the Stipulation.

7 11. It shall not be necessary to send notice of entry of this Judgment to individual Class
8 Members. Plaintiff shall serve this Judgment on the LWDA consistent with the terms of the
9 PAGA statute.

10 12. Garda shall fully fund the Maximum Settlement Amount by transmitting the funds
11 to the Settlement Administrator no later than five (5) business days after the Effective Date.

12 13. Within fifteen (15) business days after Garda funds the Maximum Settlement
13 Amount, the Settlement Administrator shall deduct its costs and fees from the Maximum
14 Settlement Amount, and shall mail checks for Class Counsel's fees and litigation costs, and the
15 Class Representative enhancement payment.

16 14. Within fifteen (15) business days after Garda funds the Maximum Settlement
17 Amount, the Settlement Administrator shall mail checks for all Individual Settlement Sums and
18 the LWDA's share of the PAGA Penalties. Checks sent to Settlement Class Members shall
19 include a notice that, by cashing the check, the Settlement Class Member will be releasing their
20 claims under the FLSA during the Class Period.

21 15. Participating Class Members and Aggrieved Employees must cash their Individual
22 Class Payment checks within 180 days after issuance. If such checks are not cashed within 120
23 days after the initial mailing of the checks, the Administrator will send the affected Participating
24 Class Member and/or Aggrieved Employee a reminder notice stating that unless the check is
25 cashed in the next 60 days, it will expire and become non-negotiable and offer to replace the check
26 if it was lost or misplaced. All funds associated with check that remain uncashed by the expiration
27 of the 180 day period, and therefore become void, shall be sent by the Settlement Administrator, in
28 the name of the Class Member, to the State of California's Unclaimed Property Division.

1 16. The Stipulation and this Settlement are not an admission by Garda, nor is this
2 Judgment a finding of the validity of any claims in the Lawsuit or of any wrongdoing by Garda or
3 that this Lawsuit is appropriate for class treatment (other than for settlement purposes). Neither
4 this Judgment, the Stipulation, nor any document referred to herein, nor any action taken to carry
5 out the Stipulation is, may be construed as, or may be used as an admission by or against Garda of
6 any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Stipulation,
7 and any negotiations or proceedings related thereto, shall not in any event be construed as, or
8 deemed to be evidence of, an admission or concession with regard to the denials or defenses by
9 Garda.

10 17. Neither this Judgment, Approval Motion, the Settlement, any document referred to
11 herein, any exhibit to any document referred to herein, any action taken to carry out the
12 Settlement, nor any negotiations or proceedings related to the Settlement shall have any collateral
13 estoppel or other preclusive effect against Garda; provided, however, that Garda and any of the
14 Released Parties can use the Stipulation and this Judgment to enforce the release and
15 extinguishment of the Released Class Claims and Released PAGA Claims, including without
16 limitation by way of defense to any claims that have been or may hereafter be asserted in any
17 lawsuit or other judicial, administrative, or arbitral proceeding.

18 18. Except as set forth in the Stipulation and this Judgment, Plaintiff, and all members
19 of the Class, shall take nothing in the Lawsuit. Each party shall bear its own attorneys' fees and
20 costs, except as otherwise provided in the Stipulation and in the Final Approval Order and this
21 Judgment.

22 19. As of the Effective Date and upon full funding of the Maximum Settlement
23 Amount by Garda, all Participating Class Members, on behalf of themselves and their respective
24 former and present representatives, agents, attorneys, heirs, administrators, successors, and
25 assigns, release the Garda Releasees from the Released Claims. The "Released Claims" are any
26 and all claims, demands, rights, liabilities and causes of action, against the Garda Releasees, or
27 any of them, known or unknown, accrued or unaccrued, for (i) wages, including without
28 limitation, all regular, overtime, and premium wages; (ii) failure to compensate Class Members for

1 all hours worked; (iii) failure to comply with payroll or wage record-keeping documentation or
2 wage statement itemization requirements; (iv) failure to provide sufficient meal and/or rest periods
3 or pay additional sums of money in lieu thereof; (v) failure to timely pay wages and/or pay wages
4 due at termination; (vi) failure to furnish accurate wage statements; (vii) failure to pay minimum
5 wages; (viii) failure to reimburse business or other expenses and costs; (ix) unfair business
6 practices relating to or arising out of the claims listed above; and (x) to the extent not covered
7 above, any claims pled in or reasonably arising out of the facts alleged in the complaints in the
8 First Amended Complaint. Without limiting the foregoing, this release shall include, without
9 limitation, any claims arising under (a) the California Labor Code sections 201 to 204, 210, 218,
10 218.5, 218.6, 221, 223, 226, 226.2, 226.3, 226.7, 227.3, 233, 246, 246.5, 256, 510, 512, 558.1,
11 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802, (b) the California Unfair
12 Competition Act, (c) the federal Fair Labor Standards Act (“FLSA”), and (d) all pertinent
13 California IWC Wage Orders, including without limitation Wage Order 9.

14 20. As of the Effective Date and upon full funding of the Maximum Settlement
15 Amount by Garda, all Aggrieved Employees, the State of California, and the LWDA are deemed
16 to release, on behalf of themselves and their respective former and present representatives, agents,
17 attorneys, heirs, administrators, successors, and assigns, the Garda Releasees from all of the
18 Released PAGA Claims. The “Released PAGA Claims” means all claims for PAGA penalties
19 accruing during the PAGA Period that were alleged in the complaints in the Litigation or the
20 LWDA Letter, or that reasonably could have been alleged based on the facts alleged in such
21 complaints and LWDA Letter. Without limiting the generality of the foregoing, the Released
22 PAGA claims include (a) any claims for any of the alleged violations listed in (i) through (viii) in
23 Section 1.32, above, and (b) any claims for alleged violations of California Labor Code sections
24 201 to 204, 210, 218, 218.5, 218.6, 221, 223, 226, 226.2, 226.3, 226.7, 227.3, 233, 246, 246.5,
25 256, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2699, 2800,
26 and 2802, and California Code of Regulations, Title 8, Section 11040, Subdivisions 5(A)-(B),
27 California Code of Regulations, Title 8, Section 11070(14), Wage Order 9-2001 section 14, and
28 the applicable wage orders.

1 21. The Garda Releasees are Garda and all of its predecessors and successors,
2 corporate parents, corporate subsidiaries, corporate affiliates, and all of its and those entities'
3 current and former officers, owners, directors, managing agents, members, shareholders, assigns,
4 employees, agents, principals, heirs, representatives, attorneys, accountants, auditors, consultants,
5 insurers and reinsurers (including without limitation GardaWorld Cash Services, Inc., Garda USA,
6 Inc., GardaWorld CashLink, LLC, Stephan Cretier, Pierre-Hubert Seguin and Patrick Prince).

7 22. This Judgment shall be binding on Plaintiff and all Settlement Class Members who
8 are hereby barred by the doctrine of res judicata from asserting any and all of the Released Class
9 Claims.

10 23. This Judgment shall be binding on Plaintiff and all Aggrieved Employees, the
11 LWDA, and the State of California, who are hereby barred by the doctrine of res judicata from
12 asserting the Released PAGA Claims. *See Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009).

13 24. This document shall constitute a judgment under California Code of Civil
14 Procedure sections 577 and 664.6 and California Rules of Court, Rule 7.69(h).

15 25. Pursuant to California Code of Civil Procedure section 664.6, and without affecting
16 the finality of this Judgment in any way, the Court shall retain jurisdiction to construe, interpret,
17 implement and enforce the Stipulation and this Judgment.

18 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

19
20
21 02/19/2026
22 DATED: _____, 2026





HON. TIMOTHY P. DILLON
JUDGE, LOS ANGELES SUPERIOR COURT
Timothy Patrick Dillon / Judge

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 1801 Century Park East, Suite 840, Los Angeles, California 90067.

On **January 13, 2026**, I served the foregoing document described as **[PROPOSED] JUDGMENT** on the interested party in this action by:

—By placing the original a true copy thereof enclosed in sealed envelopes addressed as follows:

MALCOLM A. HEINICKE (SBN 194174)
malcolm.heinicke@mto.com
MUNGER, TOLLES & OLSON LLP
560 Mission Street. 27th floor
San Francisco, California 94105-2907
Telephone: (415) 512-4000

JOSEPH D. LEE (SBN 110840)
joseph.lee@mto.com
ANDREW J. DELAPLANE (SBN 329825)
Andrew.Delaplane@mto.com
MUNGER, TOLLES & OLSON LLP
350 South Grand Avenue, 50th floor
Los Angeles, California 90071-3426
Telephone: (213) 683-9100

Attorneys for Defendant GARDA CL WEST, INC.

X By Case Anywhere. Pursuant to Code of Civil Procedure § 187 and California Rules of Court, Rules 2.253(a) and 3.751, and the stipulation of the parties, I caused the documents to be sent via electronic transmission to Case Anywhere at the following email address: Case Anywhere Support [support@caseanywhere.com]. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **January 13, 2026**, at Los Angeles, California.



Rene M. Maldonado

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 1801 Century Park East, Suite 840, Los Angeles, California 90067.

On **February 24, 2026**, I served the foregoing document described as **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on the interested party in this action by:

—By placing the original a true copy thereof enclosed in sealed envelopes addressed as follows:

MALCOLM A. HEINICKE (SBN 194174)
malcolm.heinicke@mto.com
MUNGER, TOLLES & OLSON LLP
560 Mission Street. 27th floor
San Francisco, California 94105-2907
Telephone: (415) 512-4000

JOSEPH D. LEE (SBN 110840)
joseph.lee@mto.com
ANDREW J. DELAPLANE (SBN 329825)
Andrew.Delaplane@mto.com
MUNGER, TOLLES & OLSON LLP
350 South Grand Avenue, 50th floor
Los Angeles, California 90071-3426
Telephone: (213) 683-9100

Attorneys for Defendant GARDA CL WEST, INC.

X By Case Anywhere. Pursuant to Code of Civil Procedure § 187 and California Rules of Court, Rules 2.253(a) and 3.751, and the stipulation of the parties, I caused the documents to be sent via electronic transmission to Case Anywhere at the following email address: Case Anywhere Support [support@caseanywhere.com]. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **February 24, 2026** at Los Angeles, California.


Rene M. Maldonado