

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]~~ ORDER GRANTING
FINAL APPROVAL OF CLASS AND
REPRESENTATIVE SETTLEMENT**

Hearing Date: February 19, 2026
Hearing Time: ~~11:00 am~~ 10:00 am

Judge: Hon. Timothy P. Dillon
Dept.: 15

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1 The motion of Plaintiff Ernest Murcia (“Plaintiff”) for an order finally approving the class
2 and collective action settlement of this Lawsuit between Plaintiff and Defendant Garda CL West,
3 Inc. (“Garda”) came on for hearing on February 5, 2026 at ¹⁹ ^{10:00} ~~11:00~~ am before the Honorable
4 Timothy P. Dillon. Garda has stated its non-opposition to the motion. The Class having been
5 informed consistent with the requirements of due process, and the Court, having reviewed the
6 motion, arguments of counsel and evidence presented at the hearing, and otherwise being fully
7 informed, hereby ORDERS that the motion is GRANTED. The Court hereby adopts the
8 capitalized terms as set forth in the Stipulation Re: Settlement of Class and Representative Action
9 (“Stipulation” or “Settlement”). The Court finds that the Stipulation was entered by the Parties in
10 good faith and at arm’s length and the Stipulation is approved, including:

11 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and
12 incorporated herein by reference, this Court finds that the requirements of California Code of Civil
13 Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

14 2. The Court finds that this litigation presented a good faith dispute over the payment
15 of wages and various Labor Code provisions, and the Court finds in favor of settlement approval.

16 3. The Court has considered all relevant factors for determining the fairness of the
17 Settlement and has concluded that all such factors weigh in favor of granting final approval. In
18 particular, the Court finds that the Maximum Settlement Amount of Five Hundred Twenty-Seven
19 Thousand Six Hundred Forty Dollars (\$527,640) and the other terms set forth in the Stipulation
20 are fair, reasonable, and adequate.

21 4. On July 30, 2025, Plaintiff submitted the proper notice of the Settlement to the
22 California Labor and Workforce Development Agency (“LWDA”) prior to filing his motion for
23 preliminary approval of the Settlement. The Parties later amended the Settlement in response to
24 the Court’s ruling on preliminary approval. On September 2, 2025, Plaintiff submitted to the
25 LWDA the updated and operative Settlement.

26 5. Pursuant to Labor Code § 2698, *et seq.*, the Court also finds that the Settlement’s
27 resolution of the alleged PAGA claims furthers PAGA’s objectives. The PAGA Penalties amount
28 of \$80,000 is approved and shall be paid out of the Maximum Settlement Amount, 65% of which

1 shall be allocated and paid to the LWDA and 35% of which shall be distributed to the Aggrieved
2 Employees as Individual PAGA Payments. The Administrator will calculate each Individual
3 PAGA Payment for payment to the Aggrieved Employees.

4 6. In compliance with the Court's Preliminary Approval Order, the Class Notice was
5 mailed by first class mail to members of the Class at their last known addresses on or about
6 October 3, 2025. Mailing of the Class Notice to members' last known addresses was the best
7 notice practicable under the circumstances and was reasonably calculated to communicate actual
8 notice of the litigation and the proposed settlement to the Class.

9 7. The Class Notice fully and accurately informed the Class Members of all material
10 elements of the proposed Settlement and the Class Members' options including, *inter alia*, their
11 options (i) to be excluded from the Class by submitting a written opt-out request, (ii) to be
12 represented by counsel of their choosing, and (iii) to object to the terms of the Settlement. The
13 Class Notice also informed Class Members that if they did not opt out of the Settlement and cash
14 their settlement checks, they will be releasing their claims under the federal Fair Labor Standards
15 Act ("FLSA"). The Class Notice was valid, due, and sufficient notice to all Class Members, and
16 complied fully with the laws of the State of California, the United States Constitution, due process
17 and other applicable law. The Class Notice fairly and adequately described the Settlement and
18 provided Class Members with adequate instructions and means to obtain additional information.

19 8. A full opportunity has been afforded to the Class Members to participate at the
20 approval hearing, and all Class Members and other persons wishing to be heard have been heard.
21 Class Members also have had a full and fair opportunity to exclude themselves from the proposed
22 Settlement and Class. There was an adequate interval between notice and the deadline to permit
23 Class Members to choose what to do and act on their decision. Accordingly, the Court determines
24 that all Class Members who did not timely and properly submit a request for exclusion in
25 accordance with the Stipulation are bound by the Settlement and this Judgment.

26 9. The Stipulation is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
27 (1996) 48 Cal.App.4th 1794, 1801. The Court finds that the Settlement was the result of arm's-
28 length bargaining between the Parties during an all-day mediation before Eve Wagner, a respected

1 and experienced mediator of wage and hour class actions and PAGA suits. There has been no
2 collusion between the Parties in reaching the proposed settlement. Plaintiff's investigation and
3 discovery have been sufficient to allow the Court and counsel to act intelligently and to become
4 familiar with the strengths and weaknesses of the claims. Counsel for both Parties are experienced
5 in similar employment class action litigation. All counsel recommended approval of the
6 Stipulation. There were no objectors and requests for exclusion is small. Zero (0) objections were
7 received. Three (3) requests for exclusion were received.

8 10. The consideration to be given to the Class Members, the Aggrieved Employees,
9 and the LWDA under the terms of the Stipulation is fair, reasonable and adequate consideration
10 for the release of claims, given the uncertainties and significant risks of the litigation related to
11 certification, liability, and damages issues; the strengths and weaknesses of the claims; and the
12 delays which would ensue from continued prosecution of the Lawsuit. In so finding, the Court has
13 considered all evidence presented, and the Parties have provided the Court with sufficient
14 information about the nature and magnitude of the claims being settled, as well as the
15 impediments to recovery, to permit the Court to make an independent assessment of the
16 reasonableness of the terms to which the Parties have agreed.

17 11. Solely for purposes of effectuating this settlement, this Court has certified a class of
18 all Class Members, defined as: "all non-exempt current and former employees who were
19 employed by Garda in California as Driver-Messengers at any time during the Class Period
20 (August 1, 2020 through September 4, 2025)." The Court deems this definition sufficient for
21 purposes of due process and California Code of Civil Procedure section 382 as well as California
22 Rule of Court 3.764. The Court granted final approval of the class settlement with respect to the
23 Class. All persons who meet the foregoing definition are members of the Settlement Class, except
24 for those individuals who timely submitted a valid request for exclusion ("opt out") from the
25 Class. The following Class Members were the only Class Members who opted out of the
26 Settlement: Tyler Zumwalt, Jeffrey Baer, and Ivan Mendoza Paredas.

27 12. For purposes of approving this Settlement only, this Court finds and concludes that:
28 (a) the Members of the Class are ascertainable and so numerous that joinder of all members is

1 impracticable; (b) there are questions of law or fact common to the Class, and there is a well-
2 defined community of interest among Members of the Class with respect to the subject matter of
3 the Litigation; (c) the claims of the Class Representative are typical of the claims of the Members
4 of the Class; (d) the Class Representative has fairly and adequately protected the interests of the
5 Members of the Class; (e) a class action is superior to other available methods for an efficient
6 adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel for the
7 Plaintiffs in their individual and representative capacities and for the Class.

8 13. The Stipulation provides for a class representative enhancement payment of not
9 more than \$5,000 to Plaintiff, subject to the Court's approval. The Court hereby awards the class
10 representative enhancement payment in the amount of \$ 5000 to Plaintiff, which shall be
11 paid out of the Maximum Settlement Amount. The Court finds that such class representative
12 enhancement payment is reasonable in light of the risks and burdens undertaken by the Plaintiff in
13 the litigation, for his time and effort in bringing and prosecuting this matter on behalf of the Class
14 and the Aggrieved Employees.

15 14. The Court finds that Omid Nosrati and Rene Maldonado of Nosrati Law A.P.C.
16 ("Class Counsel") have the requisite qualifications, experience, and skill to protect and advance
17 the interests of the Class. The Court therefore finds that Class Counsel satisfy the professional and
18 ethical obligations attendant to the position of class counsel, and hereby incorporates and affirms
19 its Preliminary Approval Order appointing Class Counsel as counsel for the Class. The Court
20 hereby awards Class Counsel a fees payment in the amount of \$175,880 and a costs and expenses
21 payment in the amount of \$15,594.04, both of which shall be paid out of the Maximum
22 Settlement Amount. These amounts are reasonable, in light of the contingent nature of Class
23 Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel.
24 The requested award has been supported by Class Counsel's lodestar and billing statement. Class
25 Counsel shall not seek or obtain any other compensation or reimbursement from Garda, Plaintiff,
26 or members of the Class.

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

7 16. The Clerk of the Court shall forthwith enter the Judgment provided for in the
8 Stipulation. Payments shall be effected in accordance with the terms of the Stipulation.

9 17. The deadline for submission of the final report of the Settlement Administrator is
10 set for 8/19/26 ^{Non-Appearance Case Review}. A final settlement compliance hearing is set for 8/21/26 at 4 PM.

11 **IT IS SO ORDERED.**

12
13
14 02/19/2026
15 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] ORDER GRANTING FINAL APPROVAL OF CLASS AND REPRESENTATIVE SETTLEMENT** on the interested party in this action by:

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

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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