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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF KERN

11
12 JEFFREY BAER, ANGELIQUE CARGIN,
13 AHNISAH WILSON, and JACOB NEZZER,
as individuals, on behalf of themselves, and all
14 persons similarly situated,

15 Plaintiffs,

16 vs.

17 GARDA CL WEST, INC, a California
Corporation; GARDAWORLD SECURITY
SERVICES OF CALIFORNIA, INC., a
18 California Corporation; GARDAWORLD
SECURITY SERVICES MANAGEMENT
COMPANY, INC., a Missouri Corporation;
19 GARDAWORLD CASHLINK LLC, a
20 Delaware Limited Liability Company;
WHELAN SECURITY OF CALIFORNIA,
21 INC., a Corporation; and DOES 1 and 10
inclusive;

22 Defendants.
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Case No. BCV-24-104193

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND JUDGMENT**

Assigned for all purposes to:

Judge: T. Mark Smith
Dept: T2

Action Filed: December 5, 2024
Trial Date: None

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Security Services of California, Inc., and
11 GardaWorld Security Services Management
Company, Inc.
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1 It is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

2 1. Before the Court is Plaintiff Jacob Nezzar's ("Plaintiff") Motion for Approval of
3 PAGA Settlement. Defendant GardaWorld Security Services of California, Inc. ("GWSS") has filed
4 a statement of non-opposition to the motion. The Court finds that good cause exists to grant
5 Plaintiff's Motion, and enters this judgment, for the reasons set forth below.

6 2. Judgment in this matter is hereby entered in accordance with the terms of the Parties'
7 Stipulation of Settlement (the "Stipulation" or "Settlement"). Unless otherwise provided, all
8 capitalized terms used herein shall have the same meaning as those defined by the Settlement.

9 3. Pursuant to the California Labor Code Private Attorneys General Act of 2004
10 ("PAGA") and Labor Code section 2699(1)(2) in particular, the Court approves the Settlement and
11 finds that it is fair and reasonable and furthers PAGA's objectives. The Court further finds that
12 notice of the Settlement has been provided to the California Labor and Workforce Development
13 Agency ("LWDA") as required by PAGA and Labor Code section 2699(1)(2), in particular. The
14 Parties are directed to perform in accordance with the terms set forth in the Settlement, and
15 specifically, GWSS shall make the payments to the LWDA, the Aggrieved Employees, Plaintiff,
16 and PAGA Counsel as provided for and in the respective amounts set forth in the Settlement. Such
17 payments may be made through the Settlement Administrator.

18 4. This Judgment shall be binding on Plaintiff, all Aggrieved Employees, the State of
19 California, and the Labor and Workforce Development Agency, who are hereby barred by the
20 doctrine of res judicata from asserting any and all of the Released Claims, as that term is defined by
21 the Settlement. (See *Arias v. Superior Court* (2009) 46 Cal.4th 969, 986 [judgment in a
22 representative action brought by an aggrieved employee under PAGA is binding not only on the
23 named employee plaintiff but also on state labor law enforcement agencies and any aggrieved
24 employee not a party to the proceeding].)

25 5. This Judgment resolves and extinguishes all Released Claims on behalf of the
26 Plaintiff, the State of California, the Labor and Workforce Development Agency, and the Aggrieved
27 Employees against the Released Parties during the Covered Period, which is defined as the period
28 between July 26, 2024 and the entry of this Judgment. These Released Claims include, without

1 limitation, any and all claims for relief of any kind under PAGA, including without limitation civil
2 penalties, based on claims/violations that were alleged in this Lawsuit, or that could have been
3 alleged based on the facts alleged in this Lawsuit, or that were alleged in the associated LWDA
4 PAGA Notice submission by the Plaintiff. Without limiting the generality of the foregoing, the
5 claims released by the Settlement and barred by this Judgment include, but are not limited to, all
6 PAGA claims based on alleged violations of Labor Code sections 201–205, 205.5 206, 210, 212,
7 213, 216, 218.5, 218.6, 221, 223, 225.5, 226, 226.3, 226.7, 227.3, 233, 234, 246, 246.5, 256, 432,
8 510, 512, 558, 1102.5, 1174, 1174.5, 1182.12, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199,
9 2698, 2699, 2800, 2802, 2804, and any of the Wage Orders applicable to the foregoing claims or
10 Labor Code provisions.

11 6. Without affecting the finality of this Judgment, the Court shall retain exclusive and
12 continuing jurisdiction over the above-captioned action and the Parties for purposes of enforcing
13 the terms of this Judgment and the Settlement.

14 7. The Settlement is not an admission by Defendants, nor is this Judgment a finding of
15 the validity of any claims in the Lawsuit or of any wrongdoing by Defendants. Neither this
16 Judgment, the Stipulation, nor any document referred to herein, nor any action taken to carry out
17 the Stipulation is, may be construed as, or may be used as an admission by or against Defendants of
18 any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Stipulation,
19 and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed
20 to be evidence of, an admission or concession with regard to the denials or defenses by Defendants.

21 8. Neither this Judgment, Approval Motion, the Settlement, any document referred to
22 herein, any exhibit to any document referred to herein, any action taken to carry out the Settlement,
23 nor any negotiations or proceedings related to the Settlement are to be construed as, or deemed to
24 be evidence of, or an admission or concession with regard to, the claims asserted by Plaintiff or the
25 denials or defenses of Defendants, and shall not be offered in evidence in any proceeding against
26 the Parties hereto in any court, administrative agency, or other tribunal for any purpose whatsoever
27 other than to enforce the provisions of the Settlement or this Judgment, including without limitation
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1 efforts by Defendants to effectuate the dismissal of other, parallel PAGA litigation based on the
2 preclusive effect of this Judgment and the Settlement.

3 9. Neither this Judgment, Approval Motion, the Settlement, any document referred to
4 herein, any exhibit to any document referred to herein, any action taken to carry out the Settlement,
5 nor any negotiations or proceedings related to the Settlement shall have any collateral estoppel or
6 other preclusive effect against Defendants; provided, however, that Defendants and the Released
7 Parties can use this Judgment to enforce the release and extinguishment of the Released Claims,
8 including without limitation by way of defense to any claims that have been or may hereafter be
9 asserted in any lawsuit or other judicial, administrative, or arbitral proceeding.

10 10. The Court hereby approves PAGA Counsel's request for fees and costs, and awards
11 PAGA Counsel fees in the amount of \$_____ and a costs payment in the amount of
12 \$_____, both of which shall be paid out of the Gross Settlement Amount.

13 11. Except as set forth in the Stipulation and this Judgment, Plaintiff, all Aggrieved
14 Employees, the State of California, and the Labor and Workforce Development Agency, on the one
15 hand, and Defendants, on the other hand, shall take nothing in the Lawsuit. Each Party shall bear
16 its own attorneys' fees and costs, except as otherwise provided in the Stipulation and in this
17 Judgment.

18 12. This document shall constitute a judgment under California Code of Civil Procedure
19 sections 577 and 664.6.

20 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

21 DATED: _____

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23 _____
24 Hon. T. Mark Smith
25 Kern County Superior Court Judge
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