

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo-Johnson (State Bar #343881)
Perssia Razma (State Bar #351398)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
prazma@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com

Attorneys for Plaintiff BRAD KLEIN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

BRAD KLEIN, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

REDZONE SECURITY INC., a California
Corporation; and DOES 1-50, Inclusive,

Defendant.

Case No. CVRI2202841

**[PROPOSED] ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT,
APPROVAL OF CLASS COUNSEL
AWARD, AND CLASS REPRESENTATIVE
SERVICE AWARD**

Date: August 15, 2024
Time: 8:30 a.m.

Judge: Hon. Harold W. Hopp
Dept.: 1

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement"), attached as Exhibit "1" to the
3 Declaration of Jean-Claude Lapuyade, Esq., in support of Plaintiff's Motion for Final Approval of
4 Class Action and PAGA Settlement filed on July 24, 2024, and Motion for Class Counsel Award
5 and Class Representative Service Award duly came on for hearing on August 15, 2024, before the
6 above-entitled Court. Zakay Law Group, APLC and the JCL Law Firm, APC appeared on behalf of
7 Plaintiff Brad Klein ("Plaintiff"). Law Office of Karen J. Sloat, APC appeared as counsel for
8 Defendant Redzone Security Inc., (hereinafter "Defendant").

9 **I.**

10 **FINDINGS**

11 Based on the oral and written argument and evidence presented in connection with the
12 motion, the Court makes the following findings:

13 1. All capitalized terms used herein shall have the same meaning as defined in
14 the Agreement.

15 2. This Court has jurisdiction over the subject matter of this litigation pending
16 in the California Superior Court for the County of Riverside ("Court"), Case No. CVRI2202841,
17 entitled *Brad Klein v. Redzone Security Inc.*, and over all Parties to this litigation, including the
18 Class.

19 **Preliminary Approval of the Settlement**

20 3. On May 8, 2024, the Court granted preliminary approval of a class-wide
21 settlement. At this same time, the court approved certification of a provisional settlement class for
22 settlement purposes only. The Court confirms this Order and finally approves the settlement and
23 the certification of the Class.

24 **Notice to the Class**

25 4. In compliance with the Preliminary Approval Order, the Notice Packet was
26 mailed by first class mail to the Class Members at their last known addresses on June 5, 2024.
27 Mailing of the Notice Packet to their last known addresses was the best notice practicable under the
28 circumstances and was reasonably calculated to communicate actual notice of the litigation and the

1 proposed settlement to the members of the Class Members. The Court finds that the Notice Packet
2 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

3 5. The Response Deadline for opting out or objecting was July 22, 2024. There
4 was an adequate interval between notice and deadline to permit Class Members to choose what to
5 do and act on their decision. No Class Members objected. No Class Members requested exclusion.
6 100% of the Class Members will be participating in the Settlement and will be sent Individual
7 Settlement Payments.

8 **Fairness Of the Settlement**

9 6. The Agreement provides for a Gross Settlement Amount of \$200,000.00.
10 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
11 Cal.App.4th 1794, 1801.)

12 a. The settlement was reached through arms-length bargaining between
13 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
14 settlement.

15 b. The Parties' investigation and discovery have been sufficient to allow
16 the Court and counsel to act intelligently.

17 c. Counsel for all parties are experienced in similar employment class
18 action litigation and have previously settled similar class claims on behalf of employees claiming
19 compensation. All counsel recommended approval of the Settlement.

20 d. No objections were received. No requests for exclusion were
21 received.

22 e. 100% of Class Members will be participating in the Settlement and
23 will be sent settlement payments.

24 7. The consideration to be given to the Class Members under the terms of the
25 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
26 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
27 Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
28 litigation and the delays which would ensue from continued prosecution of the Action.

1 8. The Agreement is finally approved as fair, adequate, and reasonable and in
2 the best interests of the Settlement Class Members.

3 **Class Counsel Award**

4 9. The Agreement provides for a Class Counsel Award in the amount of up to
5 Seventy-One Thousand, One Hundred Ten Dollars and Thirteen Cents (\$71,110.13). Subject to
6 Court approval, the Class Counsel Award consists of attorneys' fees equal to one-third (1/3) of the
7 Gross Settlement Amount, or Sixty-Six Thousand, Six Hundred Sixty-Six Dollars and Sixty-Seven
8 Cents (\$66,666.67) and reimbursement of costs and expenses in the amount of Four Thousand, Four
9 Hundred and Forty-Three Dollars and Forty-Six Cents (\$4,443.46).

10 10. A Class Counsel Award of Seventy-One Thousand, One Hundred Ten
11 Dollars and Thirteen Cents (\$71,110.13) comprised of attorneys' fees in the amount of Sixty-Six
12 Thousand, Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$66,666.67) and reimbursement
13 of actually incurred costs and expenses in the amount of Four Thousand, Four Hundred and Forty-
14 Three Dollars and Forty-Six Cents (\$4,443.46) is reasonable in light of the contingent nature of
15 Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel.
16 The requested attorneys' fee award represents 1/3 of the common fund, which is reasonable and at
17 the low end of the range for fee awards in common fund cases and is supported by Class Counsel's
18 lodestar.

19 **Class Representative Service Award**

20 11. The Agreement provides for a Class Representative Service Award of Ten
21 Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff, subject to the Court's approval. The
22 Court finds that the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff is
23 reasonable in light of the risks and burdens undertaken by the Plaintiff in this class action litigation.

24 **Settlement Administration Expenses**

25 12. The Agreement provides for Settlement Administration Expenses to be paid
26 in an amount not to exceed \$10,000.00. The Declaration of the Settlement Administrator provides
27 that the actual claims administration expenses were \$10,000.00. The amount of this payment is
28 reasonable in light of the work performed by the Settlement Administrator.

1 II.

2 **ORDERS**

3 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

4 1. The Class is certified for the purposes of settlement only. The Settlement
5 Class is hereby defined to include all persons who are or previously were employed by Defendant
6 as a non-exempt employee in California ("Class") during the period between July 11, 2019, through
7 January 11, 2024 ("Class Period").

8 2. Every person in the Class who did not submit and timely and validly Request
9 for Exclusion is a Settlement Class Member. The Court finds, based on the declaration of the
10 Settlement Administrator, that none of the Class Members opted-out of the Settlement.

11 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
12 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
13 this Order and the terms of the Agreement.

14 4. Any envelope transmitting a settlement distribution to a Class Member shall
15 bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." Any
16 checks issued to Settlement Class Members and Aggrieved Employees shall remain valid and
17 negotiable for one hundred eighty (180) days from the date of their issuance. The administrator shall
18 mail a reminder postcard to any Class Member whose settlement distribution check has not been
19 negotiated within sixty (60) days after the date of mailing. If (i) any of the Class Members are current
20 employees of Defendant, (ii) the distribution mailed to those employees is returned to the Settlement
21 Administrator as being undeliverable, and (iii) the Settlement Administrator is unable to locate a
22 valid mailing address, the Settlement Administrator shall arrange with Defendant to have those
23 distributions delivered to the employees at their place of employment.

24 5. Class Counsel are awarded attorneys' fees and litigation expenses in the
25 amount of Seventy-One Thousand, One Hundred Ten Dollars and Thirteen Cents (\$71,110.13) for
26 the Class Counsel Award comprised of one-third of the Gross Settlement Amount, or Sixty-Six
27 Thousand, Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$66,666.67) and litigation
28 expenses in the amount of Four Thousand, Four Hundred and Forty-Three Dollars and Forty-Six

1 Cents (\$4,443.46). The awarded fees will be paid as follows: Thirty-Three Thousand, Three
2 Hundred Thirty-Three Dollars and Thirty-Three Cents (\$33,333.33) to JCL Law Firm, APC and
3 Thirty-Three Thousand, Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$33,333.33)
4 to Zakay Law Group, APLC. The awarded litigation expenses shall be paid as follows: Three
5 Thousand One Hundred Forty-Seven Dollars and Seventeen Cents (\$3,147.17) to JCL Law Firm,
6 APC, and One Thousand Two Hundred Eighty-Six Dollars and Twenty-Nine Cents (\$1,286.29) to
7 Zakay Law Group, APLC. Class Counsel shall not seek or obtain any other compensation or
8 reimbursement from Defendant, Plaintiff, or members of the Class.

9 6. The payment of the Class Representative Service Award to Plaintiff in the
10 amount of \$10,000.00 is approved.

11 7. The payment of \$10,000.00 to the Settlement Administrator for Settlement
12 Administration Expenses is approved.

13 8. The PAGA Payment of \$10,000.00 is hereby approved as fair, reasonable,
14 adequate and adequately protects the interests of the public and the LWDA. Further, the Court finds
15 that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any fraud
16 or collusion.

17 9. Final Judgment is hereby entered in this action. The Final Judgment shall
18 bind each Settlement Class Member. The Final Judgment shall operate as a full release and discharge
19 of Defendant from all class claims which are alleged in the operative complaint, or could have been
20 alleged based upon the facts in the operative complaint, which occurred during the Class Period,
21 and expressly excluding all other claims, including claims for vested benefits, wrongful termination,
22 unemployment insurance, disability, social security, workers' compensation, and class claims
23 outside of the Class Period.

24 10. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
25 California and all Aggrieved Employees, pursuant to the California Labor Code Private Attorneys'
26 General Act ("PAGA") and shall release Defendant from all PAGA claims which are alleged in the
27 operative complaint and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA
28 Period, and expressly excluding all other claims, including claims for vested benefits, wrongful

1 termination, unemployment insurance, disability, social security, workers' compensation, and
2 PAGA claims outside of the PAGA Period.

3 11. The term "Aggrieved Employees" is hereby defined as all non-exempt
4 employees who are or previously were directly employed by Defendant and performed work in
5 California during the PAGA Period. The PAGA Period means the period between May 5, 2021, to
6 January 11, 2024.

7 12. The Agreement is not an admission by Defendant, nor is this Final Approval
8 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
9 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
10 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
11 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering
12 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
13 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
14 to the denials or defenses by Defendant and shall not be offered in evidence in any action or
15 proceeding against Defendant by Plaintiff or vice versa in any court, administrative agency or other
16 tribunal for any purpose as an admission whatsoever other than to enforce the provisions of this
17 Final Approval Order and Judgment, the Settlement, or any related agreement or release.
18 Notwithstanding these restrictions, any of the Parties may file in the Action or in any other
19 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and records
20 on file in the Action as evidence of the Settlement to support a defense of res judicata, collateral
21 estoppel, release, or other theory of claim or issue preclusion or similar defense as to the claims
22 being released by the Settlement.

23 13. Notice of entry of this Final Approval Order and Judgment shall be given to
24 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice
25 of entry of this Final Approval Order and Judgment to individual Class Members and the Final
26 Approval Order and Judgment shall be posted on Settlement Administrator's website as indicated
27 in the Notice Packet.

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1 14. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
2 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
3 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
4 connection with the distribution of settlement benefits.

5 15. If the Settlement does not become final and effective in accordance with the
6 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
7 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment,
8 and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

9 16. Plaintiff shall give notice of this Judgment to the Labor and Workforce
10 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
11 California Labor Code section 2699(l)(3).

12 17. A Final Report (Nonappearance) Hearing will be held on _____.
13 Plaintiff will file a report concerning the amount of money distributed on or before _____.

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

16 DATED: _____, 2024
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19 _____
20 Hon. Harold W. Hopp
21 Judge, Superior Court for the State of California,
22 County of Riverside
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