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Attorneys for Plaintiffs BRANDON STOCKER and JOSE OLIVERA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

BRANDON STOCKER and JOSE
OLIVERA, individuals, on behalf of
themselves, and on behalf of all persons
similarly situated,

Plaintiff,

v.

SILICON VALLEY SECURITY & PATROL,
INC., a California corporation; and DOES 1
through 50, Inclusive;

Defendants.

Case No.: 22CV015476

**[PROPOSED] ORDER APPROVING
PAGA SETTLEMENT AND JUDGMENT**

Hearing Date: March 27, 2024
Hearing Time: 2:30 P.M.

Judge: Hon. Desautels
Dept.: 16

Reservation ID: 810371707876

1 Plaintiffs Brandon Stocker and Jose Olivera (“Plaintiffs”) with Defendant Silicon Valley
2 Security & Patrol, Inc. (“Defendant”) moved for approval of the proposed settlement of Plaintiffs’
3 claims for civil penalties under the California Labor Code Private Attorneys General Act
4 (“PAGA”), pursuant to California Labor Code section 2699(l). Plaintiffs seek approval of the
5 settlement, including the Gross Settlement Amount (“GSA”) of \$410,000.00. The Joint Stipulation
6 of Settlement of PAGA Action and Release of PAGA Claims (the “Settlement Agreement”)
7 provides that a PAGA Payment of \$239,833.34 shall be paid from the \$410,000.00 GSA. The
8 Settlement Agreement also provides that (1) \$136,666.66 be paid to PAGA Counsel for payment
9 of attorneys’ fees; (2) PAGA Counsel’s actual litigation costs incurred be paid to PAGA Counsel,
10 \$21,074.18; and (3) \$8,500.00 be paid to the Settlement Administrator for the cost of administration
11 of the settlement. The Labor Workforce Development Agency (“LWDA”) was provided with
12 notice of the settlement and the motion via its online process and no objection has been received to
13 the settlement or the motion.

14 Upon entry of final judgment and funding of the Gross Settlement Amount in full, Plaintiffs,
15 the LWDA and the State of California shall release the Released PAGA Claims against Defendant,
16 and its former and present parents, subsidiaries, and affiliates or related entities, and their current
17 and former owners, including but not limited to Ray Higdon, officers, directors, employees,
18 partners, shareholders, and agents, and the predecessors and successors, assigns, and legal
19 representatives of all such entities and individuals (“Released Parties”). The Released PAGA
20 Claims are all PAGA claims alleged, or those that could have reasonably been alleged based on the
21 facts alleged in the operative complaints in the Action, Olivera Action, Consolidated Action, and/or
22 Plaintiffs’ PAGA notices to the LWDA, which occurred during the period between April 14, 2021
23 and January 31, 2024 (the “PAGA Period”), and expressly excluding all other claims, including
24 claims for vested benefits, wrongful termination, unemployment insurance, disability, social
25 security, workers’ compensation, and PAGA claims outside of the PAGA Period.

26 Good cause appearing based on the reasons set forth in the motion for approval, the Court
27 hereby GRANTS the motion and approves the PAGA settlement as set forth in the Settlement
28

1 Agreement and the PAGA Payment of \$239,833.34, which shall be allocated and paid out as set
2 forth in the Settlement and in accordance with Labor Code section 2699(i).

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

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8 **IT IS SO ORDERED AND ADJUDGED, LET JUDGMENT BE FORTHWITH**
9 **ENTERED ACCORDINGLY.**

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11 DATED: _____

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13 HON. TARA DESAUTELS
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