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FILED
Superior Court of California
County of Los Angeles

3/11/19
~~FEB 25 2019~~

Sherri R. Calhoun, Clerk/Clerk
By Alfredo Morales deputy
ALFREDO MORALES

RECEIVED
LOS ANGELES SUPERIOR COURT

FEB 20 2019

S. DREW

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

JOSE SAGREDO, on behalf of himself and all
others similarly situated,

Plaintiffs,

vs.

GOLDEN WEST SECURITY INC., a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.: BC659210

Assigned to Honorable Amy D. Hogue,
Dept. 7 (Spring Street Courthouse)

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVE ENHANCEMENT,
AND REQUEST FOR ATTORNEYS'
FEES AND COSTS**

Date: February 19, 2019
Time: 9:00 a.m.
Dept. 7 - Spring Street
Courthouse
Action Filed April 25, 2017
Trial Date: None

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[PROPOSED] ORDER

The motion of Representative Plaintiff Jose Sagredo (“Plaintiff”) for an order granting final approval of class action settlement, request for class representative enhancement, and request for attorneys’ fees and costs came on for hearing in Department 7 of this Court on February 19, 2019 at 9:00 a.m. This is a wage and hour class action brought against Golden West Security Inc. (hereinafter referred to as “Defendant”). Class Representative Jose Sagredo alleges that Defendant: (1) failed to pay for all time worked at minimum wage; (2) failed to pay for all time worked at overtime rate; (3) failed to provide meal periods; (4) failed to provide rest breaks; (5) failed to provide accurate itemized wage statements; (6) failed to reimburse business expenses; (7) failed to pay waiting time penalties for terminated employees; (7) had unlawful business practices; and (8) were in violation of the Private Attorneys General Act. The operative First Amended Complaint seeks the recovery of compensatory damages, penalties, interest, and attorneys’ fees and costs.

The Court, having read the papers filed with regard to Plaintiff’s motion for final approval of class action settlement and hearing argument regarding that motion on February 19, 2019, hereby FINDS AND ORDERS:

1. The Court has jurisdiction over the subject matter of this litigation and over all parties to this Action, including the class members.

2. The Court finds that the Joint Stipulation of Class Action Settlement and Release (“Settlement Agreement”) was entered into in good faith, is a product of arm’s-length negotiations between the parties and that the terms of the settlement are fair, reasonable, adequate, and in the best interests of the settlement class. The Court also finds the settlement satisfies the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

3. The Class conditionally certified for purposes of settlement and subject to this Order consists of: “All persons whom Defendant employed as a nonexempt hourly Security Officer in California at any time during the period from April 25, 2013 to August 21, 2018 (hereinafter referred to as “Class Members”).”

1 4. After notice of the settlement was sent by the Settlement Administrator, ILYM
2 Group, Inc., to the 435 Class Members, zero Class Members opted out of the settlement and zero
3 Class Members objected to the terms of the settlement by December 10, 2018.

4 5. Class Members have agreed to release all "Released Claims." "Released Claims"
5 means all wage and hour claims, rights, demands, liabilities and causes of action pled in the
6 Action, as well as claims that could have been pled in this Action based on the factual allegations
7 of the First Amended Complaint, from April 25, 2013 through Preliminary Approval [August 21,
8 2018] [the "Class Period"], including without limitation statutory, constitutional, contractual or
9 common law claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive
10 damages, interest, restitution, equitable relief, or any other relief, including claims based on the
11 following categories of allegations during the Class Period: (a) all claims for failure to reimburse
12 business expenses; (b) all claims for failure to pay minimum, straight, overtime, or any other
13 wages due; (c) all claims for failure to provide accurate, itemized, or otherwise proper wage
14 statements; (d) all claims for failure to maintain accurate payroll records; (e) all claims for
15 untimely payment of wages or for waiting-time penalties; (f) all claims for failure to provide meal
16 or rest periods; (g) all claims asserted through PAGA arising out of the aforementioned claims; (h)
17 all claims asserted through California Business & Professions Code Sections 17200 et seq. arising
18 out of the aforementioned claims; and (i) all other claims for penalties, liquidated damages,
19 punitive damages, interest, attorneys' fees, litigation costs, restitution, equitable relief, or additional
20 damages that allegedly arise out of the aforementioned claims. Released Claims specifically
21 include the release of any and all claims, rights, or benefits based on the factual allegations of the
22 First Amended Complaint.

23 6. "Released Parties" means Defendant and any of its former and present parents,
24 subsidiaries, affiliates, divisions, corporations in common control, predecessors, successors, joint
25 ventures and assigns, as well as all past and present officers, directors, employees, partners, members,
26 principals, shareholders, agents, attorneys, insurers, co-insurers, reinsurers, and any other successors,
27 assigns, or personal or legal representatives, if any.

28 7. The Settlement Agreement is therefore finally approved. The Settlement Agreement

1 and the amendments are incorporated herein.

- 2 a. All Class Members will be paid their individual settlement payment as set forth
3 in the notice they received from the settlement administrator pursuant to the
4 terms of the Settlement Agreement of the parties.
- 5 b. Class Counsel shall be awarded attorneys' fees in the amount of \$132,000 and
6 costs in the amount of \$8,802.47, which shall be paid by Defendant pursuant to
7 the terms of the Settlement Agreement.
- 8 c. Named Plaintiff Jose Sagredo shall be granted an incentive award of \$5,000.
- 9 d. Defendant shall pay \$9,375 (75% of \$11,500 PAGA penalty) to the California
10 Labor and Workforce Development Agency ("LWDA");
- 11 e. The settlement administrator, ILYM Group, Inc., shall be granted payment in
12 the amount of \$13,000 for its fees and services.
- 13 f. An estimated \$12,388.75 is approved for Defendant's share of employer
14 payroll taxes.
- 15 g. Defendant is to fund the settlement by sending payment to the settlement
16 administrator pursuant to the terms of the Settlement Agreement.

17 8. The Court orders the parties to the Settlement Agreement to perform forthwith each of
18 their obligations as set forth according to its terms.

19 9. No objections to the settlement were filed by December 10, 2018. Further, no member
20 of the class opted out of the settlement by December 10, 2018. Accordingly, the Court adjudges that
21 Plaintiff and the Class Members are deemed to have released and discharged Defendant and the
22 Released Parties (as defined above) from any and all Released Claims pursuant to the Settlement
23 Agreement.

24 10. The Defendant is hereby directed to fund the settlement as provided by the Settlement
25 Agreement to the settlement administrator.

26 11. The Parties are ordered to give notice of the judgment (Judgment) to all class members
27 in accordance with California Rule of Court 3.771(b) by posting a copy of this Order on Class
28 Counsel's respective websites and the Settlement Administrator's website.


1 12. Without affecting the finality of this Order or final Judgment in any way, the Court
2 retains jurisdiction pursuant to Code of Civil Procedure section 664.6 over: (1) implementation and
3 enforcement of the Settlement Agreement pursuant to further orders of the Superior Court until each
4 and every act agreed to be performed by the parties hereto shall have been performed pursuant to the
5 Settlement Agreement; (2) any other action necessary to conclude this settlement and to implement
6 the Settlement Agreement; and (3) the enforcement, construction, and interpretation of the Settlement
7 Agreement.

8 13. Neither this Order nor the Settlement Agreement on which it is based are an admission
9 or concession by any party of any fault, omission, liability or wrongdoing. This Order is not a finding
10 of the validity or invalidity of any claims in this action or a determination of any wrongdoing by any
11 party. The final approval of the parties' settlement will not constitute any opinion, position, or
12 determination of this Court, one way or the other, as to the merits of the claims or defenses of any
13 party.

14 14. The Judgment when filed and signed is intended to be a final disposition of the above-
15 captioned action in its entirety, and it is intended to be immediately appealable.

16
17 **IT IS SO ORDERED.**

18
19 Dated: 3/11/19



Honorable Amy D. Hogue
Judge of the Superior Court

1 **PROOF OF SERVICE**

2 I, William O. Kampf, declare:

3 I am and was at the time of the service mentioned in this declaration, employed in the County
4 of Los Angeles, California. I am over the age of 18 years and not a party to the within action. My
5 business address is 4014 Long Beach Blvd., Suite 300, Long Beach, CA 90807.

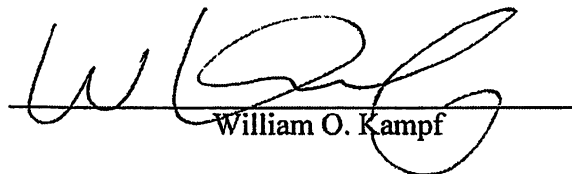
6 On February 20, 2019, I served a copy(ies) of the following document(s):

7 **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL**
8 **APPROVAL OF CLASS ACTION SETTLEMENT, CLASS REPRESENTATIVE**
9 **ENHANCEMENT, AND REQUEST FOR ATTORNEYS' FEES AND COSTS**

10 on the parties to this action by the following method:

Attorney	Party(ies) Served	Method of Service
Brian E. Koegle (bkoegle@pooleshaffery.com) Michael R. Fostakowsky (mfostakowsky@pooleshaffery.com) Poole & Shaffery, LLP 25350 Magic Mountain Pkwy, 2nd Flr. Santa Clarita, CA 91355 Tel: (661) 290-2991 Fax: (661) 290-3338	Counsel for Defendant	Electronic Transmission
<input checked="" type="checkbox"/>	(BY ELECTRONIC TRANSMISSION) I caused said document to be sent by electronic transmission via Case Anywhere, pursuant to an agreement between the parties and order of the Court.	

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18 I declare under penalty of perjury under the laws of the State of California that the above is
19 true and correct, and that this declaration was executed on February 20, 2019, at Long Beach,
20 California.

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22 
23 William O. Kampf
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