

ORIGINAL

FILED
Superior Court of California
County of Los Angeles

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

Sherri R. Carter, Superior Court 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~~ JUDGMENT

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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1 [PROPOSED] JUDGMENT

2 The motion of Representative Plaintiff Jose Sagredo (“Plaintiff”) for an order granting final
3 approval of class action settlement, request for class representative enhancement, and request for
4 attorneys’ fees and costs came on for hearing in Department 7 of this Court on February 19, 2019 at
5 9:00 a.m. This is a wage and hour class action brought against Golden West Security Inc.
6 (hereinafter referred to as “Defendant”).

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

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

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

1 interest, attorneys' fees, litigation costs, restitution, equitable relief, or additional damages that
2 allegedly arise out of the aforementioned claims. Released Claims specifically include the release of
3 any and all claims, rights, or benefits based on the factual allegations of the First Amended
4 Complaint.

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

10 The Court, having read the papers filed with regard to Plaintiff's motion for final approval
11 of class action settlement and hearing argument regarding that motion on February 19, 2019,
12 hereby enters the following **JUDGMENT**:

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

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

22 3. The Settlement Agreement is therefore finally approved. The Settlement Agreement
23 and the amendments are incorporated herein.

24 a. All Class Members will be paid their individual settlement payment as set forth
25 in the notice they received from the settlement administrator pursuant to the
26 terms of the Settlement Agreement of the parties.

27 b. Class Counsel shall be awarded attorneys' fees in the amount of \$132,000 and
28 costs in the amount of \$8,802.47, which shall be paid by Defendant pursuant to

1 the terms of the Settlement Agreement.

2 c. Named Plaintiff Jose Sagredo shall be granted an incentive award of \$5,000.

3 d. Defendant shall pay \$9,375 (75% of \$11,500 PAGA penalty) to the California
4 Labor and Workforce Development Agency (“LWDA”);

5 e. The settlement administrator, ILYM Group, Inc., shall be granted payment in
6 the amount of \$13,000 for its fees and services.

7 f. An estimated \$12,388.75 is approved for Defendant’s share of employer
8 payroll taxes.

9 g. Defendant is to fund the settlement by sending payment to the settlement
10 administrator pursuant to the terms of the Settlement Agreement.

11 4. The Court orders the parties to the Settlement Agreement to perform forthwith each of
12 their obligations as set forth according to its terms.

13 5. No objections to the settlement were filed by December 10, 2018. Further, no member
14 of the Class opted out of the settlement by December 10, 2018. Accordingly, the Court adjudges that
15 Plaintiff and the Class Members are deemed to have released and discharged Defendant and the
16 Released Parties from any and all Released Claims (as defined above) pursuant to the Settlement
17 Agreement.

18 6. The Defendant is hereby directed to fund the settlement as provided by the Settlement
19 Agreement to the settlement administrator.

20 7. The Parties are ordered to give notice of this Judgment to all Class Members in
21 accordance with California Rule of Court 3.771(b) by posting a copy of this Judgment on Class
22 Counsel’s respective websites and the Settlement Administrator’s website.

23 8. Without affecting the finality of this Judgment in any way, the Court retains
24 jurisdiction pursuant to Code of Civil Procedure section 664.6 over: (1) implementation and
25 enforcement of the Settlement Agreement pursuant to further orders of the Superior Court until each
26 and every act agreed to be performed by the parties hereto shall have been performed pursuant to the
27 Settlement Agreement; (2) any other action necessary to conclude this settlement and to implement
28 the Settlement Agreement; and (3) the enforcement, construction, and interpretation of the Settlement

1 Agreement.

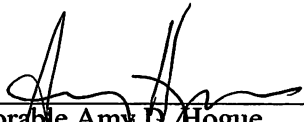
2 9. Neither this Judgment nor the Settlement Agreement on which it is based are an
3 admission or concession by any party of any fault, omission, liability or wrongdoing. This Judgment
4 is not a finding of the validity or invalidity of any claims in this action or a determination of any
5 wrongdoing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

8 10. This Judgment is intended to be a final disposition of the above-captioned action in its
9 entirety, and it is intended to be immediately appealable.

10
11 **IT IS SO ORDERED.**

12
13 Dated: _____

3/11/19

14 

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):

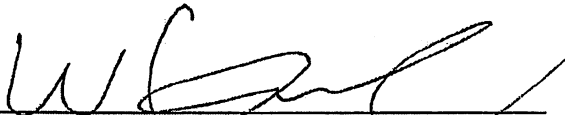
7 **[PROPOSED] JUDGMENT**

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

9

Attorney	Party(ies) Served	Method of Service
10 Brian E. Koegle (bkoegle@pooleshaffery.com) 11 Michael R. Fostakowsky (mfostakowsky@pooleshaffery.com) 12 Poole & Shaffery, LLP 25350 Magic Mountain Pkwy, 2nd Flr. 13 Santa Clarita, CA 91355 Tel: (661) 290-2991 14 Fax: (661) 290-3338	Counsel for Defendant	Electronic Transmission
<input checked="" type="checkbox"/>	15 (BY ELECTRONIC TRANSMISSION) I caused said document to be sent by 16 electronic transmission via Case Anywhere, pursuant to an agreement between the parties and order of the Court.	

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

20 
21 _____
22 William O. Kampf