



FILED
ALAMEDA COUNTY

FEB 15 2018

CLERK OF THE SUPERIOR COURT

By [Signature]
Deputy

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13 Attorneys for Plaintiff and the Class

14 **SUPERIOR COURT OF CALIFORNIA**
15 **COUNTY OF ALAMEDA**

16 JASON BELL, as an individual and on behalf
17 of all others similarly situated,

18 Plaintiffs,

19 vs.

20 SOS SECURITY, LLC., a Limited Liability
21 Company, and DOES 1 through 50, inclusive,

22 Defendants.

Case No. RG17847734

[Assigned for All Purposes to Honorable Brad Seligman in Dept. 23]

~~[PROPOSED SECOND AMENDED]~~
**ORDER GRANTING PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: February 6, 2018
Time: 3:00 p.m.
Dept.: 23

Complaint Filed: January 31, 2017
Trial Date: None Set

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ORDER

The Court has considered the Class Action Settlement Agreement (“Settlement Agreement”) and all other papers filed in this action.

NOW THEREFORE, IT IS HEREBY ORDERED:

1. All defined terms contained herein shall have the same meanings as set forth in the Settlement Agreement;

2. The Class Representative and Defendant, through their counsel of record in the Litigation, have reached an agreement to settle all claims in the Action (hereinafter “Litigation”) on behalf of the Class as a whole;

3. The Court hereby conditionally certifies the following Class for settlement purposes only:

The Class: All current and former non-exempt security guards employed by Defendant in California from January 31, 2013 through November 20, 2017.

Should for whatever reason the Settlement Agreement not become Final, the fact that the parties were willing to stipulate to certification of a class as part of the Settlement Agreement shall have no bearing on, or be admissible in connection with, the Litigation or the issue of whether a class should be certified in a non-settlement context.

4. The Court appoints and designates: (a) Plaintiff Jason Bell as the Class Representative and (b) Larry W. Lee of Diversity Law Group, P.C., Edward W. Choi of Law Offices of Choi & Associates, and William L. Marder of Polaris Law Group as Class Counsel for the Class. Class Counsel is authorized to act on behalf of the Class with respect to all acts or consents required by, or which may be given, pursuant to the Settlement Agreement, and such other acts reasonably necessary to finalize the Settlement Agreement and its terms. Any Class Member may enter an appearance through his or her own counsel at such Class Member’s own expense. Any Class Member who does not enter an appearance or appear on his or her own behalf and who does not opt-out of the Settlement Agreement will be represented by Class Counsel.

5. The Court hereby preliminarily approves the terms and conditions provided for in the Settlement Agreement.

1 6. The Court hereby preliminarily approves the Settlement Agreement and the
2 Maximum Settlement Amount of \$1,000,000.00, which is to be distributed as follows: (a) up to
3 \$7,500.00 is to be paid to the Class Representative for his Enhancement Award, (b) up to
4 \$333,333.00 shall be paid to Class Counsel for attorneys' fees, plus reimbursement of litigation
5 costs, (c) up to \$18,750.00 shall be allocated as PAGA penalties to be paid to the LWDA, and (d)
6 the Claim Administrator shall be paid for its fees and costs relating to the claims administration
7 process which is expected to not exceed \$17,000.00. The Court further hereby preliminarily
8 approves the Net Settlement Amount and the formulas provided in the Settlement Agreement
9 regarding Individual Settlement Payments.

10 7. The Court finds that on a preliminary basis the Settlement Agreement appears to be
11 within the range of reasonableness of a settlement, including the amount of the PAGA penalties,
12 Class Representative Enhancement Award, Class Counsel's fees and costs, the claims
13 administration fees, and the allocation of payments to Class Members, that could ultimately be
14 given final approval by this Court. It appears to the Court on a preliminary basis that the
15 settlement is fair, adequate, and reasonable as to all potential Class Members when balanced
16 against the probable outcome of further litigation relating to liability and damages issues. It also
17 appears that investigation, research, and court proceedings have been conducted so that counsel
18 for the settling parties are able to reasonably evaluate their respective positions. It appears to the
19 Court that settlement at this time will avoid substantial additional costs by all settling parties, as
20 well as avoid the delay and risks that would be presented by the further prosecution of the
21 Litigation. It also appears that settlement has been reached as a result of non-collusive arms-
22 length negotiations.

23 8. A hearing (the "Final Fairness Hearing") shall be held before this Court on June 26,
24 2018 at 3:00 p.m. at the Superior Court of the State of California, County of Alameda to determine
25 all necessary matters concerning the Settlement Agreement, including whether the proposed
26 settlement of the action on the terms and conditions provided for in the Settlement Agreement is
27 fair, adequate and reasonable and should be finally approved by the Court and whether a
28 Judgment, as provided in the Settlement Agreement, should be entered herein. At this same time,

1 a hearing on Class Counsel's motion for attorneys' fees and reimbursement of litigation costs and
2 the Class Representative's service award shall also be held.

3 9. The Court hereby approves, as to form and content, the Class Notice to be sent to
4 Class Members, which is attached as Exhibit A to this Order. The Court finds that distribution of
5 the Class Notice to Class Members substantially in the manner and form set forth in the Settlement
6 Agreement and this Order meets the requirements of due process and shall constitute due and
7 sufficient notice to all parties entitled thereto.

8 10. The Court appoints and designates Phoenix Settlement Administrators as the
9 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the
10 approved Class Notice to Class Members pursuant to the procedures set forth in the Settlement
11 Agreement. Prior to the Final Approval hearing, the Settlement Administrator or Class Counsel
12 shall provide the Court with information regarding the mailing of the Class Notice, the number of
13 objections and exclusion requests along with copies of the objections and exclusion requests filed
14 by any Class Member.

15 11. Any Class Member may choose to opt out of and be excluded from the settlement
16 as provided in the Settlement Agreement and Class Notice and by following the instructions for
17 requesting exclusion. Any person who timely and properly opts out of the settlement will not be
18 bound by the Settlement Agreement or have any right to object, appeal, or comment thereon. Any
19 exclusion request must be in writing and signed by each such Class Member opting-out and must
20 otherwise comply with the requirements delineated in the Class Notice. Class Members who have
21 not requested exclusion by submitting a valid and timely exclusion request, by the Response
22 Deadline, shall be bound by all determinations of the Court, the Settlement Agreement, and
23 Judgment.

24 12. Any Class Member may object to the Settlement Agreement or express his or her
25 views regarding the Settlement Agreement, and may present evidence and file briefs or other
26 papers that may be proper and relevant to the issues to be heard and determined by the Court as
27 provided in the Class Notice. Any Class Member who does not make his or her objection in the
28 manner provided for in the Settlement Agreement and Class Notice, including by the Response

1 Deadline, may be deemed to have waived such objection and may forever be foreclosed from
2 making any objection to the Settlement Agreement.

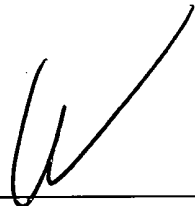
3 13. The Motion for Final Approval shall be filed by the Class Representative no later
4 than sixteen (16) court days before the Final Fairness Hearing.

5 14. In the event that the Effective Date occurs, all Settlement Class Members and Class
6 Representative will be deemed to have forever released and discharged the Released Claims
7 applicable to them.

8 15. The Court reserves the right to adjourn or continue the date of the Final Fairness
9 Hearing and all dates provided for in the Settlement Agreement without further notice to the Class,
10 and retains jurisdiction to consider all further applications arising out of or connected with the
11 Settlement Agreement.

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13 IT IS SO ORDERED.

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15 DATED: 2/15/18



Honorable Brad Seligman
Judge of the Superior Court

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IMPORTANT LEGAL MATERIALS

Barcode39 - <<SequenceNo>>

<<Name1>>

<<Address1>>

<<City>> <<State>> <<Zip10>>

Bell v. SOS Security, LLC
[SETTLEMENT ADMINISTRATOR]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA
BELL v. SOS SECURITY, LLC
Case No. RG 17847734

NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT

YOU ARE ESTIMATED TO RECEIVE APPROXIMATELY \$<<EstimatedAward>> THROUGH THIS CLASS ACTION SETTLEMENT.

To: All current and former non-exempt security guards employed by Defendant in California at any time between January 31, 2013 through November 20, 2017.

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.
YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED SETTLEMENT.

TO RECEIVE YOUR SHARE, YOU DO NOT NEED TO DO ANYTHING.

This Notice is Court Approved. This is not a solicitation from an attorney.

1. WHY DID I GET THIS NOTICE?

You received this Notice because a proposed settlement (the "Settlement") has been reached in the class action and representative lawsuit entitled BELL v. SOS SECURITY, LLC, Case No. RG 17859072 (hereinafter referred to as the "Action").

The Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement, see Section 15, below.

2. WHAT IS THE ACTION ABOUT?

On January 31, 2017, Plaintiff Jason Bell ("Bell" or "Plaintiff") filed a Class Action Complaint against Defendant SOS Security, LLC ("SOS Security" or "Defendant"), on behalf of Plaintiff and other similarly situated employees. On October 16, 2017, Plaintiff filed a First Amended Complaint. On November 13, 2017, Plaintiff filed a Second Amended Complaint ("Operative Complaint" or "Action") alleging: (1) Violation of Cal. Labor Code §§226.7 and 512 for failure to provide meal periods; (2) Violation of Cal. Labor Code §§226.7 and 512 for failure to provide rest periods; (3) Violation of Labor Code §§221-226 & 2802 for failure to reimburse for business related expenses; (4) Violation of Cal. Labor Code §§510, 558, 1194, 1194.2, 1197, 1197.1, 1198 and 1199 for failure to pay minimum, regular or overtime wages; (5) Violation of Labor Code

§§226(a), 226.3 & 1174 for failure to provide and maintain accurate and complete wage statements; (6) Violation of Cal. Labor Code §§201.3, 203, 204 & 204b for failure to pay wages in a timely manner; (7) Violation of Labor Code sections 2698, *et seq.*; and (8) Violation of California Business & Professions Code §§17200, *et seq.*

SOS Security denies the allegations in the Action and is prepared to continue to defend the action vigorously. The court has not made any ruling on the merits in the Action.

3. WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Bell brought his case as a class action. In the Action, the Plaintiff seeks to represent you on a class and representative basis. SOS Security is the Defendant. A class action allows the Court to resolve the claims of all the class members at the same time. A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action. A class action allows one court to resolve all of the issues in a lawsuit for all the class members who choose not to exclude themselves from the class.

4. WHO IS INCLUDED IN THE SETTLEMENT CLASS?

All non-exempt employees who worked for Defendant SOS Security at any time between January 31, 2013 through November 20, 2017 (the "Class" or "Settlement Class Members").

5. WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

There was a hearing on February 6, 2018, in the Superior Court of the State of California for the County of Alameda, at which time Judge Brad Seligman preliminarily approved the Settlement. The Settlement will resolve the Class Members' claims for failure to pay meal period premium wages, rest break premium wages, overtime and minimum wages, expense reimbursements, split shift wages, failure to timely pay wages, and failure to provide accurate wage statements.

The Settlement represents a compromise of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by SOS Security that the claims in the Actions have merit or that SOS Security has any liability to the Plaintiff or the Settlement Class Members on those claims. No court has made any ruling on the merits of the Action.

The parties have agreed to settle the case for a maximum total payment of \$1,000,000.00 ("Gross Settlement Amount"). Under the terms of the Settlement, the following payments have been agreed to: (1) attorneys' fees not to exceed \$333,333.00 (33 1/3%) of the total settlement amount; (2) all documented litigation costs to Class Counsel not to exceed \$30,000; (3) service payment to the Named Plaintiff for services in the Action, in an amount not to exceed \$7,500; (4) \$17,000 for administration settlement costs; and (5) \$18,750 to the California Labor & Workforce Development Agency for PAGA penalties. The amount of money remaining after these payments is the amount that will be distributed to Settlement Class Members who do not request to be excluded. This amount is known as the "Net Settlement Amount."

The Settlement Administrator will determine each eligible Settlement Class Member's Individual Settlement Payment as follows: The number of Total Hours Worked by all Settlement Class Members between January 31, 2013 through November 20, 2017 (the "Class Period") will be totaled. The respective Total Hours Worked for each Settlement Class Member during the Class Period will be divided by the Total Hours Worked for all Settlement Class Members during the Class Period, resulting in the Payment Ratio for each Settlement Class Member. Each Settlement Class Member's Payment Ratio is then multiplied by the Net Settlement Amount to determine his or her Individual Settlement Payment. All of the Net Settlement Value will be distributed to Settlement Class Members who do not exclude themselves from the Settlement.

Based on SOS Security's records, you worked a total of <<Total Hours Worked>> hours between January 31, 2013 through November 20, 2017. The Total Hours Worked by all Class Members is ***. The estimated amount of your settlement payment is identified at the top of this Notice.

6. HOW DOES THE SETTLEMENT AFFECT MY RIGHTS?

If the Settlement is approved, you will release the following claims, and will be barred from prosecuting any and all such claims against SOS Security and the Released Parties.

Any and all known and unknown claims, losses, damages, liquidated damages, penalties, interest, liabilities, causes of action, civil complaints, arbitration demands or suits which arise from the facts asserted in the Action, including, without limitation to, all claims under the California Labor Code as alleged in the Action for violations of meal periods, rest breaks, unpaid overtime and minimum wages, expense reimbursement, split shifts, timely payment of wages, wage statements, waiting time penalties, penalties under the Private Attorneys General Act sections 2698, *et seq.*, and violations of California Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*) or other remuneration whether sought under statute, tort, contract or as an unfair business practice. The Released Parties include SOS Security LLC, SOS Security LP, and any parent, partner, subsidiary, affiliate, predecessor or successor, and all agents, employees (current and former), officers, directors, insurers, and attorneys

The Judgment will resolve the claims to the extent provided in the Settlement Agreement and will permanently bar all Settlement Class Members from prosecuting any and all such claims against SOS Security. You will remain bound by the Settlement, and you cannot sue, continue to sue or be a part of any other lawsuit about the Released Claims. It also means that all of the Court's orders will apply to you and legally bind you.

The precise definitions of the capitalized terms in the paragraphs above can be found in the Class Action Settlement Agreement, which can be viewed at the Courthouse (Superior Court of the State of California for the County of Alameda, 1221 Oak Street, Oakland, CA 94612) during normal business hours.

7. WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

You do not need to do anything to participate in the settlement. You will receive a monetary award from this Settlement approximately **** days after the Final Approval Hearing on June 26, 2018, if the Settlement is approved and no appeals are filed. Class Counsel have been appointed and approved by the Court and Class Counsel will represent you.

NOTE: It is your responsibility to keep a current address on file with the Claims Administrator to ensure receipt of your settlement payment. If you fail to keep your address current, you may not receive your settlement payment.

8. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

You can object to any of the terms of the Settlement before the Final Approval Hearing. Failure to take the steps below may be deemed a waiver of your objections. If the Court rejects your objection, you will still be bound by the terms of the Settlement, but you will also receive a monetary award. To object, you must mail your written objection and any notice of intention to appear at the Final Approval Hearing to the Claims Administrator at the addresses listed below by [INSERT OBJECTION DEADLINE]:

Settlement Administrator:

BELL v. SOS Security

[INSERT SETTLEMENT ADMINISTRATOR]

Toll-free number: [TBD]

Any written objections shall state each specific reason for your objection and any legal support for each objection. Your objection and the envelope containing the objection should state: "Attention: *Bell v. SOS Security, Inc.*, RG 17859072." Your objection shall also state your full name, address, and the last four digits of your Social Security number and/or your Employee ID number. You will then have the right to address the Court at the Final Approval Hearing scheduled for [INSERT DATE]. You may appear personally at the Final Approval Hearing, or through your own counsel, paid for at your own expense. **If you do not timely make your objection, you may be deemed to have waived all objections and may not be permitted to speak at the final approval hearing.**

9. WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to request exclusion from the settlement. To do so, you must submit a written request for exclusion to the Claims Administrator at the following address:

BELL v. SOS Security
SETTLEMENT ADMINISTRATOR

To be valid, a written request for exclusion must state that you wish to be excluded, and (1) must contain your name (and former names, if any), current address, telephone number, and the last four digits of your Social Security number and/or your Employee ID number; (2) must be signed by you; (3) must be postmarked on or before [EXCLUSION DEADLINE]; and (4) returned to the Claims Administrator at the address listed above. Unless you timely request to be excluded from the settlement, you will be bound by the judgment upon final approval of the Settlement, including the Release described in this Notice. Class Counsel will not represent your interests if you request to be excluded.

10. WILL THE NAMED PLAINTIFF BE COMPENSATED FOR BRINGING THIS LAWSUIT?

Plaintiff will request an enhancement award of up to \$7,500 for his services as the Representative and for his efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to the Plaintiff. Plaintiff's Application for his service award can be viewed at the Courthouse after [INSERT DATE], during normal business hours (as well as Class Counsel's Application for Attorneys' Fees and Costs as discussed below).

11. DO I HAVE A LAWYER IN THIS CASE?

Yes. The Court has ordered that the interests of Named Plaintiff and the Class Members are represented by counsel for Named Plaintiff, listed above in Section 8. Settlement Class Members will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. If you have questions about the case or the settlement, you should ask Class Counsel. Counsel for Defendant listed in Section 8 above represents SOS Security and does not represent you or any Settlement Class Members.

12. HOW WILL THE LAWYERS BE PAID?

Class Counsel will be requesting from the Court an amount not to exceed 33 1/3% of the total settlement amount (in other words, up to \$ 333,333.00) for their attorneys' fees and litigation costs not exceeding \$30,000. A copy of Class Counsel's application for attorneys' fees and costs can be viewed at the Courthouse after [INSERT DATE], during normal business hours. The actual amount awarded to Class Counsel will be determined by the Court.

13. WHAT IS THE FINAL APPROVAL HEARING?

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be finally approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the award of attorneys' fees and expenses to Class Counsel; to consider the request for a service award to Named Plaintiff; and to consider the request for a service award to the California Labor and Workforce Development Agency.

14. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold the Final Approval Hearing on June 26, 2018 at 3:00 p.m., in Department 23 of the Superior Court of the State of California for the County of Alameda, 1221 Oak Street, Oakland, CA 94612 ("Final Approval Hearing"). The Final Approval Hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing. However, you have the right to attend the Final Approval Hearing and be represented by your own counsel at your own expense. If you plan to attend the Final Approval Hearing, you may contact Class Counsel to confirm the date and time. If the Settlement is not approved by the Court or does not become final for some reason, the Action may continue to trial.

15. MAY I SPEAK AT THE FINAL APPROVAL HEARING?

You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense, provided you notify the Court of your intent to do so. Your notice of intent to appear at the Final Approval Hearing must state: *Bell v. SOS Security, Inc.*, RG 17859072 and be submitted to the Court either by mailing the to: Clerk of Court, Superior Court of California, County of Alameda, Rene C. Davidson Alameda County Courthouse, 1225 Fallon Street, Oakland, California 94612, or by filing in person at any location of the Superior Court, County of Alameda that includes a facility for civil filings. Your notice of intent to appear must be filed or postmarked on or before [INSERT DATE]. At the hearing, the Court will be available to hear any objections and arguments concerning the Settlement. You may attend, but you do not have to attend. You may speak at the Final Approval Hearing only if you have timely served and filed an Objection,. If you have requested exclusion from the Settlement, however, you may not speak at the Final Approval Hearing.

16. HOW DO I GET MORE INFORMATION?

Visit the website maintained by the class administrator at www.XXXXXX.com, where you will find the Court's Order Preliminarily Approving the Class Action, the Operative Complaint that the Plaintiff submitted, the Defendant's Answer to the Complaint, as well as the Settlement Agreement. You may also speak to one of the class counsel as follows:

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The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as 'DomainWeb,' at <https://publicrecords.alameda.courts.ca.gov/PRS/> After arriving at the website, click the 'Search By

Case Number ' link, then enter ***** as the case number and click 'SEARCH.' Images of every document filed in the case may be viewed through the 'Register of Actions' at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the address and telephone number listed below, toll free. Please refer to the SOS Security Class Action Settlement.

BELL v. SOS Security
SETTLEMENT ADMINISTRATOR
[INSERT INFO]

17. WHAT IF MY INFORMATION CHANGES?

If, after you receive this Notice, you change your postal address or telephone number, it is your responsibility to inform the Settlement Administrator of your updated information.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION
TO THE CLERK OF THE COURT OR THE JUDGE**