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**FILED**  
Superior Court of California  
County of Los Angeles

07/12/2023

David W. Slayton, Executive Officer / Clerk of Court

By:                     T. Lewis                     Deputy

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9 Attorneys for Plaintiff and Proposed Class

10  
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**  
13

14 WALTER PAZ, individually and on behalf of  
15 all other similarly situated employees;

16 Plaintiff,

17 vs.

18 PUBLIC SECURITY, INC., a California  
19 corporation, and DOES 1-20, Inclusive,

20 Defendants.  
21

Case No. 21STCV15267

*Assigned for all purposes to the Honorable  
David Cunningham; Dept 11.]*

**CLASS ACTION**

**[PROPOSED] AMENDED ORDER  
GRANTING PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND  
CERTIFICATION OF THE  
SETTLEMENT CLASS**

Date: May 3, 2023

Time: 11:00 a.m.

Dept.: 11

1 Plaintiff Walter Paz’s (“Plaintiff”) unopposed motion for an order granting preliminary  
2 approval of the proposed settlement of the above-captioned action on a class-wide basis,  
3 approving the manner and content of notice to the class, and setting a final approval hearing  
4 came on for hearing before the above-entitled court.

5 Having read the Class Action and PAGA Settlement Agreement attached as **Exhibit**  
6 **“1”** (“Settlement Agreement”) to the Declaration of Ashley Davenport (“Davenport Decl.”)  
7 filed with the moving papers, supporting documents, the unopposed motion for preliminary  
8 approval, as well as the points and authorities and declarations filed in support thereof, the  
9 Court finds that: the proposed settlement appears fair, reasonable, and adequate; notice of the  
10 proposed settlement should be sent to the class in the manner described herein; and a hearing  
11 should be held after said notice is issued to determine if the Settlement Agreement and the  
12 proposed settlement are fair, reasonable, and adequate to the class and if an order granting final  
13 approval should be entered in this action based upon the terms of the Settlement Agreement.

14 **IT IS THEREFORE ORDERED THAT:**

15 1. This Order incorporates by reference the parties’ Settlement Agreement and all  
16 defined terms herein shall have the same meaning as set forth in the Settlement Agreement.

17 2. The Court finds that the Plaintiff conducted extensive investigation and  
18 research, and that they were able to reasonably evaluate their positions and the strengths and  
19 weaknesses of their claims and their ability to certify them. Plaintiff has provided the Court  
20 with enough information about the nature and magnitude of the claims being settled, as well as  
21 the impediments to recovery, to make an independent assessment of the reasonableness of the  
22 terms to which the Parties have agreed.

23 3. The Court also finds that the settlement now will avoid additional and  
24 potentially substantial litigation costs, as well as delay and risks if the Parties were to continue  
25 to litigate the Action.

26 4. The rights of any potential dissenters to the proposed Settlement are adequately  
27 protected in that they may exclude themselves from the Settlement and proceed with any  
28 alleged claims they may have against Defendant, or they may object to the Settlement and

1 appear before this Court. However, to do so they must follow the procedures outlined in the  
2 Settlement Agreement and Notice of Class Action Settlement.

3 5. The Settlement Agreement, the proposed Settlement described therein, and the  
4 Gross Settlement Amount of **\$154,00.00** (“Gross Settlement Amount”) are preliminarily  
5 approved as fair, reasonable, and adequate. Defendant Public Security, Inc. is responsible for  
6 making payments to the Settlement Account on the following schedule: \$10,000.00 within  
7 sixty days of Plaintiff’s execution of the Settlement Agreement (Mr. Paz signed the Agreement  
8 on February 8, 2023), \$10,000.00 within thirty days of the due date for the first \$10,000  
9 payment, and, commencing thirty (30) days after the second \$10,000.00 is due, with monthly  
10 payments continuing until the \$154,400.00 Gross Settlement Amount is fully paid to the  
11 Administrator for ultimate distribution to the class (48 months of payments at \$2,800.00 each).

12 6. Failure of Public Security to make any of the payments called for in this  
13 Agreement within 30 days of their due date, assuming Final Approval has been granted by the  
14 Court, allows Plaintiff the option to accelerate the entire settlement amount, less any payments  
15 made by Public Security. Plaintiff’s counsel shall provide no less than 30 days written notice to  
16 Public Security’s counsel of its intent to seek court order to demand payment of the settlement  
17 amount. Should any payment of this Agreement not be followed by Public Security in response  
18 to such Notice to Cure (within 30 days after such Notice to Cure is served on Public Security’s  
19 counsel), Plaintiff may move for an Ex Parte hearing or noticed motion after notice to enforce  
20 the provisions of payment and enter Judgment. In the event of a breach of the payment  
21 structure, Public Security hereby agrees to a Stipulated Judgment for the full settlement amount  
22 less any payments made. This Agreement shall be fully enforceable pursuant to Code of Civil  
23 Procedure §664.6.

24 7. The Court hereby certifies the Settlement Class as: All persons employed by  
25 Public Security, Inc. in California in a nonexempt hourly-paid or piece-rate compensated  
26 position from April 21, 2017, through December 15, 2022 (the “Class Period”).

27 8. The Court hereby appoints Ashley Davenport of Davenport Law, PC and K.  
28 Kevin Levian of Levian Law as Class Counsel and hereby preliminarily approves Class

1 Counsel’s request for attorneys’ fees in the amount of \$51,415.20 and litigation costs in an  
2 amount not to exceed \$9,000.00 to be paid out of the Gross Settlement Amount. Any portion of  
3 this litigation costs allocation of \$9,000.00 that is unused will be reincorporated into the Net  
4 Settlement Amount.

5 9. The Court hereby appoints Plaintiff Walter Paz as the Class Representative and  
6 hereby preliminarily approves his Class Representative Service Award request in the amount  
7 of \$5,500.00 to Plaintiff Walter Paz to be paid out of the Gross Settlement Amount.

8 10. The Court hereby preliminarily approves the PAGA allocation of \$5,000, with  
9 25%, or \$1,250, to Aggrieved Employees as part of the Net Settlement Amount, and with 75%,  
10 or \$3,750, to the California Labor and Workforce Development Agency, all to be paid from the  
11 Gross Settlement Amount.

12 11. A hearing (“Final Approval Hearing”) shall be held before the Honorable David  
13 Cunningham or other assigned judicial officer in Department 11 of the Los Angeles Superior  
14 Court located at 312 North Spring Street, Los Angeles, CA 90012 on December 5, 2023, at  
15 9:00 a.m. to determine whether the proposed Settlement, on the terms and conditions provided  
16 for in the Settlement Agreement, is fair, reasonable, and adequate and whether said Settlement  
17 should be finally approved by the Court. The Court may adjourn or continue the Final  
18 Approval Hearing without further notice to the Settlement Class Members. Plaintiff shall file  
19 the Motion for Final Approval and Motion for Attorneys’ Fees and Costs, Administrative Costs  
20 and Class Representative Enhancements as required by Code prior to the hearing on the  
21 motion. The Settlement Administrator shall also file its report regarding the Notice and  
22 response prior to the hearing on the motion.

23 12. The Court hereby approves, as to form and content, the Notice of Proposed  
24 Class Action Settlement and Class Member Information Form attached to the Settlement  
25 Agreement as **Exhibit “A”** (“Class Notice”).

26 13. The Court hereby appoints Phoenix Class Action Administration Solutions, Inc.  
27 as the Settlement Administrator and preliminarily approves the settlement administration costs  
28 in the amount of \$6,850.00 to be paid out of the Gross Settlement Amount. Any portion of this

1 allocation of \$6,850.00 that is not utilized by the Settlement Administrator will be  
2 reincorporated into the Net Settlement Amount.

3 14. The Court finds that the mailing of the Class Notice (hereinafter collectively  
4 referred to as the “Notice Packet”) substantially in the manner and form as set forth in the  
5 Settlement Agreement and this Order meets the requirements of Section 382 of the Code of  
6 Civil Procedure, Rule 3.769 of the California Rules of Court, and due process, and is the best  
7 notice practicable under the circumstances, and shall constitute due and sufficient notice to all  
8 persons entitled thereto.

9 15. Within twenty-one (21) days after notice of the Court’s Order granting  
10 preliminary approval, Defendant shall provide the Settlement Administrator with a “Class List”  
11 based on its business records, listing each potential Class Member’s name, social security  
12 number, last known address as recorded in Defendant’s records, and the beginning and ending  
13 dates of that employee’s period of employment with Defendant within the Class Period.

14 16. Within fourteen (14) days after receiving the list of Class Members set forth in  
15 the preceding paragraph), the Settlement Administrator shall mail the Notice Packet to the  
16 Class Members by First Class mail through the United States Postal Service.

17 17. The Settlement Administrator will perform an address update check prior to  
18 mailing and will use appropriate skip tracing to take appropriate steps to ensure that the Notice  
19 Packet will be sent to the Class Members. If no forwarding address is affixed to the returned  
20 Notice Packet, the Settlement Administrator shall make one further attempt to locate the  
21 individual by any reasonable means. If after this attempt, the Settlement Administrator is  
22 unable to locate the individual(s), the Settlement Administrator, Class Counsel, the Class  
23 Representatives, Defendant, and Defendant’s counsel shall be deemed to have fully satisfied  
24 their obligation to provide the Settlement Documents to the affected member of the Class.

25 18. The postmark deadline for all Class Members to timely exclude themselves  
26 from, or object to, the proposed Settlement shall be sixty (60) days from the Administrator’s  
27 mail date. Any such person who chooses to be excluded from the proposed Settlement will not  
28 be entitled to any recovery from the proposed Settlement and will not be bound by the

1 Settlement Agreement or have any right to object, appeal, or comment thereon. Class Members  
2 who do not opt out of the Settlement will receive their allocated portion of the Settlement  
3 without any affirmative action on their part.

4 19. The Settlement Administrator shall file an administrative report as to the  
5 transmission of the Class Notice and Class Member response thereto.


6 20. The Parties must submit any response to any objections.

7 21. All discovery and other pretrial proceedings are stayed and suspended until  
8 further order of the Court, except such proceedings as may be necessary to implement the  
9 Settlement Agreement and this Order.

10 22. The Court reserves the right to adjourn or continue the date of the Final  
11 Approval Hearing without further notice to the Class, and retains jurisdiction to consider all  
12 further applications arising out of or connected with the proposed Settlement pursuant to  
13 California Code of Civil Procedure §664.6.

14  
15 **IT IS SO ORDERED.**

16  
17 DATE: 07/12/2023



18 Honorable David Cunningham  
19 Los Angeles Superior Court  
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**PROOF OF SERVICE**  
(C.C.P. §§ 1013a and 2015.5)

I, Ashley Davenport, declare as follows:

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action. My business address is 2298 E. Maple Avenue, El Segundo, CA 90245.

On July 10, 2023, I served the foregoing document(s) described as **[PROPOSED] AMENDED ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND CERTIFICATION OF THE SETTLEMENT CLASS** on the interested parties in this action as follows:

Adam Y. Siegel, Esq.  
Jade M. Brewster, Esq.  
JACKSON LEWIS, P.C.  
725 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017

*Counsel for Defendants*

VIA CASEANYWHERE: I hereby certify that this document was served from the foregoing address by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action through the CaseAnywhere system.

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on July 10, 2023 in El Segundo, California.

/s/ Ashley Davenport  
Ashley Davenport