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FILED
Superior Court of California
County of Los Angeles

NOV 08 2023

David W. Slayton, Executive Officer/Clerk of Court
By: R. Aspiras, Deputy

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7 situated and similarly aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

10 MARCO TORRES, individually and on
11 behalf of others similarly situated and
12 similarly aggrieved employees,

12 Plaintiffs,

13 v.

15 METRO SECURITY GROUP, INC.,
16 U.S. METRO GROUP, INC., CHARLES
17 KIM; EVELYN KIM; AMERICAN
18 GLOBAL FACILITY SERVICES, INC;
19 and DOES 1 to 50,
20 Defendants.

Case No.: 19STCV21114

CLASS AND REPRESENTATIVE
ACTION

[Assigned to Hon. William F. Highberger
in Dept. SS-10]

~~PROPOSED~~ **ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVE'S ENHANCEMENT
AWARD, CLASS COUNSEL
ATTORNEYS' FEES AND COSTS,
SETTLEMENT ADMINISTRATION
COSTS, AND LWDA PAYMENT**

[FILED CONCURRENTLY WITH NOTICE
OF MOTION AND MOTION;
DECLARATION OF HAIK HACOPIAN;
DECLARATION OF ZORIK
MOORADIAN; DECLARATION OF
KUSAY GHENNIWA; DECLARATION OF
MARCO TORRES]

Date: November 8, 2023
Time: 11:00 a.m.
Dept.: SS-10

1 On November 8, 2023, the Court considered the motion of Plaintiff Marco Torres
2 ("Plaintiff") for Final Approval of Class Action Settlement and Payment of: (1) Class
3 Representative's Enhancement Award, (2) Class Counsel Attorneys' Fees and Costs, (3)
4 Settlement Administration Costs, and (4) LWDA Payment. Having considered the Motion,
5 and all legal authorities and documents concurrently and previously submitted in support
6 thereof, including the Stipulated Settlement Agreement ("Settlement Agreement" or "S.A"),
7 and good cause appearing, IT IS HEREBY ORDERED and ADJUDGED that the motion is
8 GRANTED, subject to the following findings and orders:

9
10 1. This Court has jurisdiction over the subject matter of this litigation and over
11 the Parties to this litigation, including the Settlement Class;

12 2. Final approval shall be with respect to the Settlement Class defined as:
13 All non-exempt employees who previously were employed by Defendant Metro Security
14 Group, Inc. in California during the period starting June 18, 2015 to December 31, 2021
15 ("Class Period").

16 3. The distribution of the Class Notice ("Notice Documents") to the Settlement
17 Class as set forth in the Settlement Agreement has been completed in conformity with
18 preliminary approval granted on May 30, 2023. The Notice Documents provided adequate
19 notice of the proceedings and about the case, including the proposed settlement terms and
20 the Release by Settlement Class as set forth in the Settlement Agreement. The Notice
21 Documents fully satisfied due process requirements. The Notice Documents were sent via
22 U.S. Mail to all persons entitled to such notice and every Settlement Class Member who
23 could be identified through reasonable effort. As executed, the Notice Documents
24 constituted the best notice practicable under the circumstances;

25 4. No Settlement Class Member has requested to be excluded from the
26 Settlement;

5. The Court hereby approves the terms set forth in the Settlement Agreement
and finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable

1 and directs the Parties to effectuate the Settlement Agreement according to its terms. The
2 Court finds that the Settlement Agreement has been reached as a result of informed and non-
3 collusive arm's-length negotiations. The Court further finds that the Parties have conducted
4 extensive investigation and research, and their attorneys were able to reasonably evaluate
5 their respective positions. The Court also finds that settlement now will avoid additional and
6 potentially substantial litigation costs, as well as delay and risks if the Parties were to
7 continue to litigate the case. The Court has reviewed the monetary recovery being provided
8 as part of the settlement and recognizes the significant value accorded to the Settlement
9 Class;

10 6. The class release, as set forth in the Settlement Agreement and Notice
11 Documents, is as follows:

12 Upon the Effective Date and funding in full of the Settlement Amount by
13 Defendants, all Settlement Class Members who do not timely opt out of the Settlement
14 ("Participating Class Members"), including their heirs, assigns, estates and representatives,
15 shall be deemed to fully forever, irrevocably and unconditionally release and discharge the
16 Released Parties from the Released Claims. The Settlement Agreement shall be in full
17 settlement, compromise, release and discharge of the Released Claims and each of them,
18 and the Released Claims by the Class Representative, and the Released Parties shall have
19 no further or other liability or obligation to any Class Member and/or the Class
20 Representative with respect to the Released Claims and Class Representative's Released
21 Claims, except as expressly provided herein.

22 "Released Claims" means: all class claims, costs and attorneys' fees related thereto,
23 that could have been brought under the facts and allegations made, or that could have been
24 made, whether direct or indirect, suspected or unsuspected, contingent or vested, arising
25 from the facts alleged in the operative Second Amended Complaint for any and all violations
26 of the California Labor Code set forth therein, and those claims of any and every nature
Period.

1 "Released Parties" means: Defendant Metro Security Group, Inc., Defendant U.S.
2 Metro Group, Inc., Defendant Evelyn Kim, and Defendant American Global Facility
3 Services, Inc., including each of their respective past, present, and/or future, direct and/or
4 indirect, officers, directors, members, managers, employees, agents, representatives,
5 attorneys, insurers, partners, investors, shareholders, administrators, parent companies,
6 subsidiaries, related entities, affiliates, divisions, predecessors, successors, assigns, and joint
7 venturers.

8 7. Defendants shall pay the Settlement Class pursuant to the procedure
9 described in the Settlement Agreement and the Notice Documents;

10 8. The Court hereby confirms the appointment of Plaintiff Marco Torres as
11 Class Representative for settlement purposes and awards a \$10,000 payment to Plaintiff for
12 his services to the Settlement Class. The Court finds that this amount is fair and reasonable
13 in light of Plaintiff's contributions to this litigation and the risks he undertook in being the
14 named plaintiff. The enhancement award awarded under this paragraph shall be paid in
15 accordance with the terms of the Settlement Agreement;

16 9. The Court hereby confirms the appointment of Zorik Mooradian and Haik
17 Hacopian of the Mooradian Law, APC as Class Counsel;

18 10. The Court hereby awards attorneys' fees in the amount of ~~\$50,750~~ ^{#48,290⁰⁰} and finds
19 that the attorneys' fees requested are reasonable in light of the relevant factors under
20 California law. The attorneys' fees awarded under this paragraph shall be paid in accordance
21 with the terms of the Settlement Agreement;

22 11. The Court also awards costs in the amount of \$16,167.65 and finds that the
23 costs requested are reasonable in light of the relevant factors under California law. The costs
24 awarded under this paragraph shall be paid in accordance with the terms of the Settlement
25 Agreement;

26 12. The Court approves the payment of \$8,000 to CPT Group for the fees and
costs of administering the settlement. The payment authorized by this paragraph shall be
made in accordance with the terms of the Settlement Agreement;

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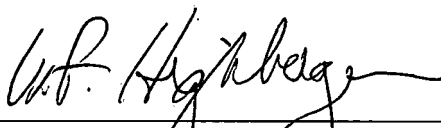
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13. The Court approves the payment of \$3,750 to the California Labor and Workforce Development Agency ("LWDA") for release of the PAGA claims. The payment authorized by this paragraph shall be made in accordance with the terms of the Settlement Agreement;

14. The Court shall have and retain continuing jurisdiction over this action and the Parties and the Settlement Class, including after the entry of this Order, to the fullest extent necessary to interpret, enforce and effectuate the terms and intent of the Settlement Agreement and this Order and Judgment; and

15. A Non-Appearance Review Hearing re Final Distribution is scheduled for 11/25/24 at 9 am and a distribution report is to be filed not later than five (5) court days in advance.

Dated: 11/8/23

By: 
Honorable William F. Highberger
Judge of the Superior Court