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FILED
Superior Court of California
County of Los Angeles
07/11/2023

David W. Slayton, Executive Officer / Clerk of Court
By: P. Herrera Deputy

7 Attorneys for Plaintiff DAVONTY HENDRIX

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

10 DAVONTY HENDRIX, on behalf of all
similarly situated and/or aggrieved employees
11 of Defendants in the State of California,

12 Plaintiff,

13 v.

14 LUCKY SEVEN DRAGONS, INC. DBA
PROTECTIVE SHIELD SECURITY; and
15 DOES 1 THROUGH 50, inclusive,

16 Defendants.

Case No.: 21STCV08231

CLASS & REPRESENTATIVE ACTION

**~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFF’S MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA ACTION
SETTLEMENT, AND REQUEST FOR CLASS
COUNSEL FEES PAYMENT, LITIGATION
EXPENSES PAYMENT, AND CLASS
REPRESENTATIVE SERVICE PAYMENT;
AND JUDGMENT THEREON**

Date: July 11, 2023
Time: 11:00 a.m.
Dept: SSC-7
Judge: Hon. Lawrence P. Riff

*[Filed concurrently herewith Notice of Motion;
Memorandum of Points and Authorities; and
Declarations of Vilmarie Cordero, Davonty
Hendrix, and Kaylie O’Connor]*

Complaint Filed: March 1, 2021
Trial Date: None set

24 This matter, having come before the Honorable Lawrence P. Riff in Department 7 of the Superior
25 Court of the State of California, in and for the County of Los Angeles, on July 11, 2023 at 11:00 a.m., for
26 the motion by Plaintiff Davonty Hendrix (“Plaintiff”) for Final Approval of Class and PAGA Action
27 Settlement, and Request for Class Counsel Fees Payment, Litigation Expenses Payment, and Class
28 Representative Service Payment (“Plaintiff’s Motion for Final Approval”) pursuant to California Rules of

1 Court, Rule 3.769 and Labor Code section 2698 et seq.:

2 On January 24, 2023, the Court granted Plaintiff's Unopposed Motion for: (1) Preliminary
3 Approval of Class Action and PAGA Representative Action Settlement; (2) Provisional Certification of
4 the Settlement Class; (3) Approval of Class Notice and Notice Plan; (4) Appointment of Class Counsel
5 and Class Representatives; (5) Appointment of Settlement Administrator; and (6) Setting a Final Approval
6 Hearing and entered an Order in accordance therewith.

7 Having duly considered all papers, evidence, and oral arguments in this matter to date, including
8 Plaintiff's Motion for Final Approval and good cause appearing, the Court ORDERS as follows:

9 1. This Order shall incorporate the parties' Class Action and PAGA Settlement Agreement
10 and Class Notice ("Settlement Agreement") and to the extent that the terms are defined in the Settlement
11 Agreement, all defined terms contained herein shall have the same meaning as set forth in the Settlement
12 Agreement.

13 2. This Court has jurisdiction over the claims asserted in this Action and personal jurisdiction
14 over Plaintiff, Defendant, the Class Members, and the Aggrieved Employees (collectively, "Settlement
15 Class Members"), as defined in the Settlement Agreement.

16 3. This Court finds that the applicable requirements of the California Code of Civil Procedure
17 section 382 and California Rule of Court 3.769, have been satisfied with respect to the Settlement Class
18 Members and the Settlement. The Court makes final its earlier provisional certification of the following
19 settlement class and subclass for the purposes of settlement only:

20 Non-Exempt Class: All current and former non-exempt employees of
21 Defendant who worked in the State of California at any time during the
Class Period.

22 Waiting Time Penalties Subclass: All members of the Non-Exempt Class
23 whose employment with Defendant ended at any time from March 1, 2018,
through May 13, 2022.

24 4. The Court also confirms the following appointments: Plaintiff Davonty Hendrix as the
25 Class Representative; GrahamHollis APC as Class Counsel; and CPT Group, Inc. as the Administrator.

26 5. The Court finds that the amended Court Approved Notice of Class Action Settlement and
27 Hearing Date for Final Court Approval that was approved on January 24, 2023 and transmitted to the
28 Settlement Class Members fully and accurately informed the Settlement Class Members of all material

1 elements of the Settlement, including their opportunity to request exclusion from the Settlement or object
2 to the Settlement (notwithstanding the PAGA portion of the Settlement); was the best notice practicable
3 under the circumstances; was valid, due, and sufficient notice to all Settlement Class Members; and
4 complied fully with the laws of the state of California, the United States Constitution, due process, Rule
5 3.766 of the California Rules of Court, and all other applicable laws.

6 6. Based on the Declaration of Kaylie O'Connor Regarding Class Notification and Settlement
7 Administration, the Court finds that one Class Member submitted a request for exclusion.

8 7. Based on the Declaration of Kaylie O'Connor Regarding Class Notification and Settlement
9 Administration, all papers filed in this Action, and oral argument, the Court finds that zero Class Members
10 objected to the Settlement Agreement.

11 8. In accordance with California law, the Court hereby GRANTS final approval of the
12 Settlement and finds it fair, reasonable, adequate, and in the best interest of the Settlement Class Members
13 as a whole. Specifically, the Court finds that the Settlement is the result of serious, informed, adversarial,
14 and arm's-length negotiations between the parties and that the terms of the Settlement are, in all respects
15 fair, adequate, and reasonable. In so finding, the Court has considered all the evidence presented, including
16 evidence regarding the strength of Plaintiff's case; the risks, expense, and complexity of claims presented;
17 the likely duration of further litigation; the amount offered in the Settlement; the extent of investigation
18 and discovery completed; and the experience and views of Class Counsel. The Court ORDERS and directs
19 that the Settlement be effectuated in accordance with the Settlement Agreement and the following terms
20 and conditions.

21 9. The Court finds that a full opportunity has been afforded to the Settlement Class Members
22 to participate in the hearing on Plaintiff's Motion for Final Approval, and all Settlement Class Members
23 and other persons wishing to be heard, have been heard. The Settlement Class Members have had a full
24 and fair opportunity to exclude themselves from the Settlement. Therefore, the Court ORDERS that,
25 pursuant to the Settlement Agreement, and as of the Effective Date, Plaintiff and all Participating Class
26 Members, on behalf of themselves and their respective former and present representatives, agents, heirs,
27 administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or
28 reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and

1 ascertained in the course of the Action. Except for Plaintiff Hendrix, as set forth in Sections 5.1 and 5.3
2 of the Settlement Agreement, Participating Class Members do not release any other claims, including
3 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
4 unemployment insurance, disability, social security, workers' compensation, or claims based on facts
5 occurring outside the Class Period.

6 10. The Court further ORDERS that, pursuant to the Settlement Agreement, and as of the
7 Effective Date, Plaintiff and all Participating and Non-Participating Class Members who are Aggrieved
8 Employees are deemed to release, on behalf of themselves and their respective former and present
9 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from
10 all claims for PAGA penalties that were alleged, or reasonably could have been alleged based on the
11 PAGA Period facts stated in the Operative Complaint and the PAGA Notice and ascertained in the course
12 of the Action.

13 11. It is ORDERED that Settlement Class Members shall be prohibited and permanently
14 enjoined from pursuing in any fashion the Released Claims against the Released Parties.

15 12. Defendant is ORDERED to fund the Gross Settlement Amount of \$225,000.00. Defendant
16 is further ORDERED to fund the settlement with an initial payment of \$125,000.00 on or before December
17 31, 2022 and a final payment of \$100,000.00 on or before March 1, 2023.

18 13. The Administrator, CPT Group, Inc., is ORDERED to distribute the settlement funds in
19 accordance with the Settlement Agreement.

20 14. In accordance with Labor Code section 2699(1)(2), the Court has reviewed the Settlement
21 Agreement as it relates to the allocation of civil penalties under the PAGA. The Court finds that the
22 allocation of \$11,500.00 in civil penalties for claims under the PAGA is fair, reasonable, and appropriate.
23 The Court GRANTS approval of the \$11,500.00 allocation towards claims under the PAGA.

24 15. The Court ORDERS that \$8,625.00 (75% of \$11,500.00) be paid to the California Labor
25 and Workforce Development Agency ("LWDA"), as required by the statute.

26 16. The Court ORDERS that \$2,875.00 (25% of \$11,500.00) be allocated to the Net Settlement
27 Amount for distribution of the PAGA Settlement Members who worked during the PAGA Period, as
28 defined in the Settlement Agreement.

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1 Superior Court. At least 5 court days before the hearing, Class Counsel and the Administrator shall submit
2 a summary accounting of the Net Settlement Fund identifying distributions made as ordered herein, the
3 number and value of any uncashed checks, the status of the redistributed funds, the status of any
4 unresolved issues, and any other matter appropriate to bring to the Court's attention. Counsel may appear
5 at the compliance hearing remotely.

6 **IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.**

7 07/11/2023

8 Dated: _____



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

9 Honorable Lawrence P. Riff, Judge
Judge of the Superior Court

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