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FILED
Superior Court of California
County of Los Angeles

08/16/2024

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF LOS ANGELES**

14 THOMAS BROWN and ANTHONY DOSS,
15 individually, on behalf of all others similarly
16 situated, and on behalf of the State of California
17 and other aggrieved persons,

18 *Plaintiffs,*

19 v.

20 FIDELITY SECURITY SERVICES, INC., a
21 corporation; and DOES 1 through 10, inclusive,

22 *Defendants.*

Case No.: 21STCV31617

CLASS & REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. Stuart M.
Rice, Dept. 1]

**AMENDED ~~PROPOSED~~ ORDER
GRANTING PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: August 14, 2024

Time: 10:30 a.m.

Dept: 1

Complaint filed: August 26, 2021

FAC filed: May 29, 2024

Trial date: Not set

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Attorneys for Plaintiff Anthony Doss

1 The Court has before it Plaintiffs Thomas Brown and Anthony Doss’ (collectively,
2 “Plaintiffs”) Motion for Preliminary Approval of Class Action Settlement. Having reviewed
3 the Motion for Preliminary Approval of Class Action Settlement, the Declarations of Justin F.
4 Marquez, Harout Messrelian, Plaintiff Thomas Brown, Plaintiff Anthony Doss, Sean Hartranft,
5 Howard M. Knee, and Ahmadshah Ahmadi, the Class Action and PAGA Settlement Agreement
6 and Class Notice (which is referred to here as the “Settlement Agreement”), the Supplemental
7 Briefing in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement
8 (the “Supplemental Briefing”), and good cause appearing, the Court hereby finds and orders as
9 follows:

10 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
11 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
12 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
13 the terms set forth in the Settlement Agreement between Plaintiffs and Defendant Fidelity
14 Security Services, Inc. (“Defendant,” and together with Plaintiffs, the “Parties”), attached to the
15 Supplemental Briefing as Exhibit 2.

16 2. The Settlement falls within the range of reasonableness of a settlement which
17 could ultimately be given final approval by this Court, and appears to be presumptively valid,
18 subject only to any objections that may be raised at the Final Approval Hearing and final
19 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
20 \$222,500.00 proposed to cover (a) settlement payments to class members who do not validly
21 opt out; (b) a \$15,000.00 payment to the State of California, Labor & Workforce Development
22 Agency (“LWDA”) for its share of the settlement of claims for penalties under the Private
23 Attorneys General Act (“PAGA”), with 75% of which (\$11,250.00) being paid to the LWDA
24 and 25% (\$3,750.00) being paid to eligible Aggrieved Employees; (c) Class Representative
25 service payments of up to \$10,000.00 for Plaintiff Brown and \$5,000.00 for Plaintiff Doss; (d)
26 Class Counsel’s attorneys’ fees, not to exceed 33.333333% of the Gross Settlement Amount
27 (\$74,166.67), and costs incurred by Class Counsel, up to \$20,000.00; and (e) Settlement
28 Administration Costs of up to \$9,500.00.

1 3. The Net Settlement Amount available for Class Member settlement payments is
2 estimated to be \$88,833.33 for a class of 331 persons.¹

3 4. The Court preliminarily finds that the terms of the Settlement appear to be within
4 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
5 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair
6 and reasonable to the class members when balanced against the probable outcome of further
7 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
8 significant informal discovery, investigation, research, and litigation have been conducted such
9 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
10 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
11 by the further prosecution of the litigation; and (4) the proposed settlement has been reached as
12 the result of intensive, serious, and non-collusive negotiations between the Parties with the
13 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
14 that the Settlement Agreement was entered into in good faith.

15 5. A final fairness hearing on the question of whether the proposed settlement,
16 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement
17 of claims for penalties under the PAGA, and the enhancement awards should be finally approved
18 as fair, reasonable and adequate as to the members of the class is hereby set in accordance with
19 the Implementation Schedule set forth below.

20 6. The Court provisionally certifies for settlement purposes only the following class
21 (the "Settlement Class"): "a person employed by Defendant in California and classified as non-
22 exempt who worked for Defendant during the Class Period."

23 7. "Class Period" means the period from March 1, 2017 to July 14, 2023.

24 8. "PAGA Period" means the period from December 19, 2019 to July 14, 2023.

25 9. The Court finds, for settlement purposes only, that the Settlement Class meets the
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27 ¹ The Net Settlement Amount is proposed to be: \$222,500.00 minus \$74,166.67 for Class Counsel's
28 attorneys' fees, \$20,000.00 for Class Counsel's litigation expenses, \$9,500.00 in administration costs, \$15,000.00 for
the PAGA payment, and up to \$15,000.00 for the class representative service awards to Plaintiffs.

1 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
2 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
3 of law and fact that are common, or of general interest, to all Settlement Class Members, which
4 predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the
5 Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect
6 the interests of the Settlement Class Members; and (5) a class action is superior to other
7 available methods for the fair and efficient adjudication of the controversy.

8 10. The Court appoints as Class Representatives, for settlement purposes only,
9 Plaintiffs Brown and Doss. At the preliminary approval hearing on August 14, 2024 at 10:30
10 a.m., the Court indicated that it is inclined to award no more than \$7,500.00 to Plaintiff Brown
11 for his incentive award; however, Plaintiff Brown is free to request up to \$10,000.00 at the Final
12 Approval Hearing. At the Final Approval Hearing, Plaintiff Doss will request an incentive
13 award of \$5,000.00.

14 11. The Court appoints, for settlement purposes only, Justin F. Marquez and Arrash
15 T. Fattahi of Wilshire Law Firm, PLC and Harout Messrelian of Messrelian Law, Inc. as Class
16 Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys'
17 fees of up to 33.333333% of the Total Settlement Amount (\$74,166.67), and costs not to exceed
18 \$20,000.00.

19 12. The Court appoints Apex Class Action, LLC as the Settlement Administrator with
20 reasonable administration costs estimated not to exceed \$9,500.00.

21 13. The Court approves, as to form and content the Class Notice, attached to the
22 Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the
23 Notice to Settlement Class Members satisfies due process, provides the best notice practicable
24 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
25 thereto.

26 14. The Parties are ordered to carry out the Settlement according to the terms of the
27 Settlement Agreement.

28 15. Any class member who does not timely and validly request exclusion from the

1 settlement may object to the Settlement Agreement.

2 16. The Court orders the following Implementation Schedule:

3 Defendant to provide Class List to the 4 Settlement Administrator	Within 15 days after the Court' grants Preliminary Approval of the Settlement
5 Settlement Administrator to mail the Notice 6 Packets	Within 14 days after receipt of the Class List from the Defendant
7 8 Response Deadline / Deadline to Provide 9 Written Objections, if any	60 days after Notice is mailed out by the Settlement Administrator with an additional 14 days if the Class Notice is remailed to a 10 Class Member
11 Deadline to file Motion for Final Approval, 12 Request for Attorney's Fees and Costs, and 13 Service Awards to Plaintiffs	16 court days before hearing on Motion for Final Approval, which is January 13, 2025 at 10:30 a.m.
14 15 Final Approval Hearing	January 13, 2025 at 10:30 a.m. in Department 1. The hearing may be continued to another 16 date without further notice to the Class 17 Members.

18 17. The Court further ORDERS that, pending further order of this Court, all
19 proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

20 **IT IS SO ORDERED.**



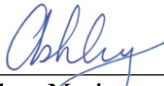
23 DATE: ~~CE * ~ • A F I G C G~~

Stuart M. Rice / Judge

Hon. Stuart M. Rice
Los Angeles County Superior Court

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

2 Executed this August 14, 2024, at Los Angeles, California.

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Ashley Narinyans

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