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FILED
Superior Court of California
County of Los Angeles

07/31/2025

David W. Stryba, Executive Officer / Clerk of Court

By: L. M Greené Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

SAMUEL TORRES, individually and on
behalf of all others similarly situated

Plaintiff,

vs.

SURVEILLANCE SECURITY, INC; and
DOES 1 through 20, inclusive,

Defendants.

Case No. 20STCV27742

Assigned for All Purposes to:
Hon. Carolyn B. Kuhl

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: July 3, 2025
Time: 10:30 a.m.
Dept: 12

1 The Court, having read and considered the papers filed in support of Plaintiff's Motion For
2 Preliminary Approval of Class Action and PAGA Settlement, the proposed Notice of Proposed
3 Class Action and PAGA Settlement, and other documents, having considered the arguments of
4 counsel, and good cause appearing therefore, **IT IS HEREBY ORDERED:**

5 1. The Class Action and PAGA Settlement Agreement (the "Settlement Agreement")
6 between Plaintiff Samuel Torres ("Plaintiff") and Defendant Surveillance Security, Inc.
7 ("Defendant") is preliminarily approved as the terms of the Settlement Agreement fall within the
8 range of approval as fair, adequate and reasonable. Based on a review of the papers submitted by
9 Plaintiff, the Court finds that the Settlement is the result of arm's-length negotiations conducted
10 after Plaintiff and his counsel adequately investigated the claims and become familiar with the
11 strengths and weaknesses of the claims. The assistance of an experienced mediators in the
12 Settlement process supports the Court's conclusion that the Settlement is non-collusive and
13 reasonable. The Settlement is presumptively valid, subject only to any objections that may be raised
14 at the Final Fairness Hearing and Final Approval by this Court.

15 2. This Order incorporates by reference all defined terms set forth in the Settlement
16 Agreement, which is attached as Exhibit 1 to the Declaration of James R. Hawkins in Support of
17 Plaintiffs' Motion For Preliminary Approval of Class Action and PAGA Settlement filed on May
18 2, 2025.

19 3. On September 7, 2023, the Court certified a Class defined as all current and former
20 non-exempt security guards employed by Defendant in California at any time from July 22, 2016
21 through September 7, 2023 who have not signed class-action waivers.

22 4. The Court also certified the following Subclasses:

23 a. Overtime Subclass: All Class Members employed by Defendant in California at
24 any time from July 22, 2016 through September 7, 2023 who received cash
25 payments in lieu of payments for fringe benefits and who were paid overtime pay
26 by Defendant during the same period.

27 b. Wage Statement Subclass: All Class Members employed by Defendant in
28 California at any time from July 22, 2019 through September 7, 2023 and who

1 received overtime pay, sick pay, meal or rest period premiums and received cash
2 payments in lieu of payments for fringe benefits during the same pay period and
3 received a wage statement, or received a wage statement that did not include
4 available sick pay hours.

5 c. Final Pay Subclass: All former non-exempt security guards employed by Defendant
6 in California at any time from May 23, 2019 through September 7, 2023 who
7 received overtime pay, sick pay, meal or rest period premiums and received cash
8 payments in lieu of payments for fringe benefits during the same pay period.

9 d. Vacation Pay Subclass: All Class Members employed by Defendant in California
10 at any time from July 22, 2016 through September 7, 2023 who were paid by
11 Defendant for their vested and unused vacation hours as wages at their final rate.

12 5. In connection with class certification, the Court also appointed Plaintiff as the Class
13 and Plaintiff's Counsel as Class Counsel.

14 6. The Parties' proposed notice plan is constitutionally sound and hereby approved as
15 the best notice practicable. The proposed Court Approved Notice of Class Action Settlement and
16 Hearing Date for Final Court Approval ("Class Notice"), attached as Exhibit A to the Settlement
17 Agreement, is sufficient to inform Class Members of the terms of the Settlement Agreement, their
18 rights to receive monetary payments under the Settlement Agreement and the date and location of
19 the final approval hearing. In addition, the Class Notice fairly, plainly, accurately, and reasonably
20 informs Class Members of: (1) the nature of the action, the definition of the Class, the identity of
21 Class Counsel, and essential terms of the Settlement; (2) Plaintiff's and Class Counsel's
22 applications for the Plaintiff's service payment, and Class Counsel's request for attorneys' fees and
23 litigation costs; (3) a formula used to determine the Class Member's estimated payment; (4) Class
24 Members' rights to appear through counsel if they desire; (5) how to object to the Settlement if a
25 Class Member wishes to do so; and (6) how to obtain additional information regarding the action
26 and the Settlement. (California Rule of Court 3.766.) The Court finds that the notice requirements
27 of California Rule of Court 3.769, subd. (f) are satisfied, and that the Class Notice adequately
28 advises Class Members of their rights under the Settlement. Counsel for the Parties are authorized

1 to correct any typographical errors in the Class Notice and make clarifications, to the extent the
2 same are found or needed, so long as such corrections do not materially alter the substance of the
3 Class Notice and other notice documents.

4 7. The Court preliminarily approves the settlement of claims under the California
5 Labor Code's Private Attorneys General Act of 2004 (Lab. Code § 2699 et seq.) ("PAGA")
6 according to the terms and conditions in the Settlement Agreement. The Court also finds that notice
7 of the Settlement Agreement was provided to the California Labor and Workforce Development
8 Agency ("LWDA").

9 8. Apex Class Action Administration is appointed to act as the Settlement
10 Administrator. The Settlement Administrator is ordered to carry out the Settlement according to
11 the terms of the Settlement Agreement and in conformity with this Order, including disseminating
12 the Class Notice according to the notice plan described in the Settlement Agreement.

13 9. The Parties are ordered to carry out the Settlement according to the terms of the
14 Settlement Agreement.

15 10. A final approval hearing will be held on ~~Ö^&ÄÍ ÉÖEG Á&F ÇKÉ&ä~~ _____, at _____, to
16 determine whether the Settlement Agreement should be granted final approval as fair, reasonable,
17 and adequate as to the Settlement Class Members. The Court reserves the right to continue the date
18 of the final approval hearing without further notice to the Class Members. The Court retains
19 jurisdiction to consider all further applications arising out of or in connection with the Settlement
20 Agreement.

21 11. The Motion for Final Approval of the Settlement Agreement, including requests to
22 approve the Plaintiffs Class Representative Service Payment award and Class Counsel's request for
23 attorneys' fees and costs, shall be filed and served no later than 16 court days before the final
24 approval hearing.

25 12. In the event the Settlement is not fully and finally approved, or otherwise does not
26 become effective in accordance with the terms of the Settlement Agreement, this Order shall be
27 rendered null and void and shall be vacated, and the Parties shall revert to their respective positions
28 as of before entering into the Settlement Agreement. If the Settlement does not become final for

1 any reason, the fact that the Parties were willing to stipulate to settlement and the circumstances,
2 proceedings and documents related to the proposed settlement and shall have no bearing on, and
3 will not be admissible in connection with litigation, whether through issue preclusion or estoppel
4 or otherwise.

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6 **IT IS SO ORDERED.**



Carolyn B. Kuhl

Carolyn B. Kuhl / Judge

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8 Dated: 07/31/2025

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HON. CAROLYN B. KUHL
Orange County Superior Court Judge