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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

JUN - 3 2026

BY 
JESSE M. GARCIA, DEPUTY

9 Attorneys for Plaintiff SHANNEN GARNER
10 individually and on behalf of all others similarly situated.

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SAN BERNARDINO**

13 SHANNON GARNER, individually and on
14 behalf of all others similarly situated,

Case No.: CIVSB2412063 and
CIVSB2420009

15 Plaintiff,

Judge: Hon. Charlie Hill
Department: S-30

16 v.

17
18 STRATEGIC SECURITY SERVICES, INC.,
and DOES 1 - 50, inclusive,

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

19 Defendant.
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Date: June 3, 2026
Time: 8:30 a.m.

ORDER

This matter came on for hearing on June 3, 2026 in Department S-30 of the above-captioned Court on the Motion for Preliminary Approval of Class and PAGA Action Settlement (“Motion”), upon the terms and conditions set forth in the Class Action and PAGA Settlement Agreement (hereinafter “Settlement Agreement” or “Settlement”) attached as Exhibit 1 to the Declaration of James Hawkins filed in support of the Motion.

The Court, having fully reviewed the Motion, the Memorandum of Points and Authorities and Declarations filed in support thereof, the Settlement Agreement, including the Court Approved Notice of Class Action Settlement attached as Exhibit A to the Settlement Agreement, and in recognition of the Court's duty to make a preliminary determination as to the reasonableness of any proposed class action settlement, and if preliminarily determined to be reasonable, to ensure proper notice is provided to Class Members in accordance with due process requirements, and to set a Final Approval Hearing to consider the proposed Settlement Agreement as to the good faith, fairness, adequacy and reasonableness of any proposed settlement, and having heard the argument of Counsel for the respective parties, and good cause appearing, **HEREBY GRANTS THE MOTION IN ITS ENTIRETY AND MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:**

This Order incorporates by reference the definitions of the Settlement Agreement, and all terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement, unless otherwise defined herein.

It appears to the Court on a preliminary basis that the Gross Settlement Amount (“GSA”) is fair and reasonable to the Class Members when balanced against the probable outcome of further litigation relating to class certification, the liability and damages issues involved, and the potential for appeals. It further appears that sufficient investigation, research, and litigation has been conducted such that counsel for the Parties at this time is able to reasonably evaluate their respective positions. It further appears that the Settlement at this time will avoid substantial costs, delay and risks that would be presented by the further prosecution of the litigation. It further appears that the proposed Settlement has been reached as the result of intensive, serious and non-

1 collusive negotiations between the Parties. ACCORDINGLY, GOOD CAUSE APPEARING,
2 THE MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION
3 SETTLEMENT IS HEREBY GRANTED, AND AS A PART OF SAID PRELIMINARY
4 APPROVAL, THE COURT HEREBY ORDERS THAT THE CLASS BE CONDITIONALLY
5 CERTIFIED FOR SETTLEMENT PURPOSES ONLY, AND THAT JAMES HAWKINS, APLC
6 BE CONDITIONALLY AND PRELIMINARILY APPOINTED CLASS COUNSEL. MORE
7 SPECIFICALLY, THE COURT FINDS AS FOLLOWS:

8 The Court finds on a preliminary basis that the Settlement between Plaintiff and
9 Defendants appear to be within the range of reasonableness of a settlement which could ultimately
10 be given final approval by this Court. The Court preliminarily finds that the terms of the
11 Settlement are fair, reasonable, and adequate, pursuant to Section 382 of the California Code of
12 Civil Procedure and California Rules of Court, rule 3.769.

13 The Court notes that Defendants have agreed to a non-reversionary GSA of \$150,000.00.
14 Defendant will pay out the entirety of the GSA in 19 installments to the Settlement Administrator
15 for distribution to the Participating Class Members and PAGA Settlement Members, less
16 deductions for Class Counsel's Fees and Expenses, the Class Representative Service Award
17 Payment, reasonable expenses of the third-party Settlement Administrator, and the LWDA for
18 PAGA penalties, as set forth in the Settlement Agreement.

19 The Court finds that the elements of numerosity, commonality, typicality and adequacy
20 have been established to support conditional certification of the Class for settlement purposes,
21 with Plaintiff acting as the Class Representative.

22 The Court hereby appoints, for settlement purposes, Plaintiff SHANNEN GARNER as
23 the Class Representative and finds Plaintiff is an adequate representative for the Class for
24 settlement purposes only. The Court further finds that James Hawkins APLC has preliminarily
25 established adequacy to be appointed as Class Counsel and appoints them as Class Counsel.

26 The Class as identified in the Settlement Agreement is provisionally certified by this
27 Order.

28 The Court finds that the proposed manner of class notice is adequate.

1 The Court approves ILYM Group, Inc. to serve as the Settlement Administrator.

2 The Court further hereby approves the Notice of Class Action Settlement ("Class Notice")
3 (attached as Exhibit A to the Settlement Agreement) to be mailed to the Class.

4 The Court finds that the Class Notice constitutes the best notice practicable under the
5 circumstances, is in full compliance with the laws of the State of California and, to the extent
6 applicable, the United States Constitution and the requirements of due process. The Court further
7 finds that the Class Notice fully and accurately informs Class Members of all material elements
8 of the proposed Settlement, of each Class Member's right to be excluded from the Settlement, and
9 each Class Member's right and opportunity to object to the proposed Settlement. The Class Notice
10 adequately advises the Class about: the Actions; the terms of the proposed Settlement and the
11 benefits available to each Class Member; each Class Member's right to participate, submit an
12 exclusion/Opt-Out, or Objection to the proposed Settlement, and the timing and procedures for
13 doing so; the temporary and conditional certification of the Class for settlement purposes only;
14 preliminary Court approval of the proposed Settlement; timing and procedures for distributing the
15 Gross Settlement and the Individual Settlement Payments to the Participating Class Members;
16 and the date of the Final Approval Hearing as well as the rights of the Class to file documentation
17 in support of or in opposition to and appear in connection with said hearing.

18 ACCORDINGLY, AND FOR GOOD CAUSE APPEARING, THE COURT HEREBY
19 APPROVES, AS TO FORM AND CONTENT, THE NOTICE OF PROPOSED SETTLEMENT
20 OF CLASS AND PAGA ACTION AND HEARING DATE FOR FINAL COURT APPROVAL
21 ("Class Notice") attached as Exhibit A to the Settlement Agreement. The Court finds the Class
22 Notice fully and accurately informs the Class of all material elements of the proposed Settlement,
23 of the Class Members' right to be excluded from the Class, and of the Class Members' right and
24 opportunity to object to the Settlement. The Court also finds that mailing the Class Notice to the
25 last known address of the Class Member, as specifically described within the Settlement
26 Agreement, constitutes an effective method of notifying Class Members of the Settlement, is the
27 best notice practicable under the circumstances, and constitutes due and sufficient notice of all
28 persons entitled thereto. ACCORDINGLY, IT IS HEREBY ORDERED that:

1 Within 20 business days after notice of entry of this Order, Defendant will provide the
2 Class Data to the Settlement Administrator. The Settlement Administrator will run a check of the
3 Class Members' addresses against those on file with the U.S. Postal Service's National Change
4 of Address Database. The Class Data provided to the Settlement Administrator will remain
5 confidential and shall not be shared with either Plaintiff or Class Counsel unless expressly
6 approved by Defendant and Defense Counsel. The Settlement Administrator shall use due care
7 with respect to the storage, custody, use, and/or dissemination of the confidential information.
8 Such information must be stored in a secure fashion and all persons who access the data must
9 agree to keep it confidential.

10 IT IS FURTHER ORDERED the Settlement Administrator shall mail the Class Notice by
11 first class mail, pursuant to the terms set forth in the Settlement Agreement.

12 IT IS FURTHER ORDERED The Court preliminarily approves the procedure for
13 exclusion from the Settlement. A Class Member may only exclude themselves from the
14 Settlement by submitting a valid opt-out request ("Opt-Out Request"). A valid Opt-Out Request
15 must be in writing and must:

- 16 (i) contain the Class Member's full name and current address, telephone number, and
17 the last four digits of the Social Security number of the Class Member;
- 18 (ii) be signed by the Class Member;
- 19 (iii) include a statement clearly expressing the Class Member's desire to be excluded
20 from (or opt out of) the Settlement; and
- 21 (iv) be postmarked on or before the deadline.

22 Any Class Members who worked during the PAGA Period will still be considered PAGA
23 Members for purposes of the Settlement Agreement, regardless of whether they opt out of being
24 a Class Member in the Settlement.

25 IT IS FURTHER ORDERED Any Class Member who fails to submit a timely, complete,
26 and valid Opt-Out Request will be barred from opting out of the Settlement Agreement or the
27 settlement, unless otherwise ordered by the Court. If the Settlement Administrator receives a
28 timely Opt-Out Request that is incomplete, it will make reasonable attempts to contact the class

1 member to cure the defect. The Settlement Administrator will not consider any Opt-Out Request
2 postmarked after the end of the Notice Period, but will report its receipt of any such requests to
3 Class Counsel and counsel for Defendants. It shall be presumed that if an Opt-Out Request is not
4 postmarked on or before the end of the Notice Period, the Class Member did not make the request
5 in a timely manner. Absent good cause found by the Court, a declaration submitted by any Class
6 Member attesting to the mailing of an Opt-Out Request on or before the expiration of the Notice
7 Period shall be insufficient to overcome the conclusive presumption that the Opt-Out Request was
8 untimely. Under no circumstances shall the Settlement Administrator have the authority to extend
9 the deadline for Class Members to submit a request to opt out of the settlement without the Parties'
10 joint written consent.

11 IT IS FURTHER ORDERED The Court preliminarily approves the proposed procedure
12 for objecting to the Settlement. Any Class Member who does not opt out of the Settlement may
13 object to the Settlement, and even then they may only object to the class action components of
14 the Settlement, as set forth in the Settlement Agreement. Any written objection must be sent to
15 the Settlement Administrator (who shall promptly provide a copy to Class Counsel and counsel
16 for Defendant) by the deadline. Class Counsel will ensure that any written objections get filed
17 with the Court concurrently with the final approval documents by having it attached to the
18 Settlement Administrator's Declaration. In addition, Class Members may appear at the final
19 approval hearing to state their objection even if they do not submit a written objection to the
20 Settlement.

21 IT IS FURTHER ORDERED Class Counsel and/or Defendant's counsel may, up to five
22 (5) court days before the Final Approval Hearing Date, file responses to any written objections
23 submitted to the Court.

24 If a Class Member submits both an Opt-Out Request and an objection (regardless of which
25 came first), the objection shall nullify the Opt-Out Request and the Class Member will be deemed
26 a Participating Class Member. To the extent any Participating Class Member objects to the
27 Settlement and such objection is overruled in whole or in part, such individuals will be bound by
28 the Court's Final Approval Order.

1 IT IS FURTHER ORDERED that any disputes not resolved by the Settlement
2 Administrator concerning the administration of the Settlement will be resolved by the Court under
3 the laws of the State of California. Prior to any such involvement of the Court, counsel for the
4 Parties will confer in good faith to attempt to resolve the dispute without involving the Court.

5 IT IS FURTHER ORDERED that the Final Approval Hearing shall be held on
6 10-1-26 at 8:30 a.m., or such later date and time that are convenient to the Court, in
7 Department S-30 of the above captioned Courthouse to consider the fairness, adequacy and
8 reasonableness of the proposed Settlement preliminarily approved by this Order Granting
9 Preliminary Approval, and to consider the application of Class Counsel for an award of attorneys'
10 fees, costs, Plaintiff's Class Representative Service Award Payment, and the expenses of the
11 Settlement Administrator. The Court may continue the Final Approval Hearing to another date
12 at its discretion.

13 IT IS FURTHER ORDERED that all briefs and materials in support of an Order Granting
14 Final Approval and application for attorneys' fees and costs, class representative service payment,
15 and settlement administration expenses, shall be filed with this Court and served on all counsel
16 no later than sixteen (16) court days before the date set for the Final Approval Hearing.

17 IT IS FURTHER ORDERED that, if for any reason the Court does not execute and file
18 an Order Granting Final Approval and Judgment, or if the Effective Date does not occur for any
19 reason whatsoever, the Settlement Agreement and the proposed Settlement which is the subject
20 of this Order and all evidence and proceedings had in connection therewith shall be without
21 prejudice to the status quo ante rights of the Parties to the litigation as more specifically set forth
22 in the Settlement Agreement.

23 IT IS FURTHER ORDERED that, pending further order of this Court, all proceedings in
24 this matter except those contemplated herein and in the Settlement Agreement are stayed.

25 The Court expressly reserves the right to adjourn or continue the Final Fairness Approval
26 Hearing from time to time without further notice to the Class.

27 **IT IS SO ORDERED.**

28 JUN - 3 2026

IT IS SO ORDERED

Judge

Charlie Lee Hill, Jr.