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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF LOS ANGELES**

MICHAEL ANDREWS, an individual, on  
behalf of himself and on behalf of all  
persons similarly situated,

Plaintiff,

vs.

EDNET CAREER INSTITUTE, a  
California Corporation (dba Hamilton  
Private Security); and DOES 1 through 50,  
inclusive,

Defendant.

Case No. 20STCV29673

**~~PROPOSED~~ JUDGMENT**

Date: September 26, 2024  
Time: 10:00 a.m.

Judge: Hon. Kenneth R. Freeman  
Dept.: 14

**FILED**  
Superior Court of California  
County of Los Angeles  
**09/26/2024**

David W. Slayton, Executive Officer / Clerk of Court

By: I. Arellanes Deputy

1 Plaintiff's motion for an order finally approving the Amended Class Action and PAGA  
2 Settlement Agreement ("Agreement") and Motion for Attorneys' Fees, Litigation Costs, and Class  
3 Representative Payment duly came on for hearing on September 26, 2024, before the above-  
4 entitled Court. The parties having settled this action and the Court having entered an Order  
5 Granting Motion for Final Approval of Class Action and PAGA Settlement and good cause  
6 appearing therefore,

7 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

8 1. The certification of the Settlement Class is confirmed for the purposes of  
9 settlement. The Class is defined as "all current and former employees who were 1) employed as  
10 security guards; and 2) classified as non-exempt employees by Defendant in California at any time  
11 during the period of August 6, 2016, to September 23, 2022, ("Class Period").

12 2. All persons who meet the foregoing definition are members of the Settlement  
13 Class, except for those individuals who filed a valid request for exclusion ("opt out") from the  
14 Class. There are 621 participating Class Members who worked for Defendant during the Class  
15 Period. There were 623 Class Members who worked for Defendant during the Class Period. After  
16 providing Notice to the Class, there are two requests for exclusion and zero objections to the  
17 Settlement.

18 3. Except as set forth in the Agreement, the Order Granting Motion for Final  
19 Approval of Class Action and PAGA Settlement, and this Final Judgment, Plaintiff, and all  
20 members of the Settlement Class, shall take nothing in the Action. Each party shall bear its own  
21 attorneys' fees and costs, except as otherwise provided in the Agreement, the Order Granting Final  
22 Approval of Class Action and PAGA Settlement and in this Final Judgment.

23 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the  
24 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to  
25 supervise and adjudicate any dispute arising from or in connection with the distribution of  
26 settlement benefits.

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1           5.       As of the date the Defendant fully funds the entire Gross Settlement Amount,  
2 Plaintiff and each Class Member who has not validly opted out has released the “Released Parties”  
3 from the “Released Class Claims” as set forth in the Agreement.

4           6.       As used in paragraph 5 above, the quoted terms have the meanings set forth below:

5               (a)     The “Released Class Claims” are defined as all wage and hour claims that  
6 were or could have been brought based on the facts alleged in the Complaint relating to wage and  
7 hour claims, including but not limited to alleged unpaid overtime and/or minimum wage under  
8 Labor Code sections 510, 1194, 1197, 1197.1 and 1198, failure to provide meal and rest periods  
9 pursuant to Labor Code sections 204, 226.7, 510, 512, and 1198, alleged unreimbursed business  
10 expenses under Labor code section 2802, alleged failure to provide and maintain accurate records  
11 violations under Labor Code sections 226(a)/(f)/(h),, alleged failure to pay wages during  
12 employment under Labor Code sections 204, 210, alleged failure to pay wages after under  
13 employment Labor Code sections 201-203, alleged violation of California Business & Professions  
14 Code section 17200 et seq. (Unfair Competition Law) arising from the labor code violations listed  
15 hereinabove, from August 6, 2016, to September 23, 2022, (the "Class Period").

16               (b)     The “Released Parties” means Defendant EdNet Career Institute dba  
17 Hamilton Private Security, and each of their former and present directors, officers, shareholders,  
18 principals, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries,  
19 and/or affiliates.

20           7.       As of the date the Defendant fully funds the entire Gross Settlement Amount, the  
21 Plaintiff, the Labor and Workforce Development Agency (“LWDA”), the State of California, and  
22 each “Aggrieved Employee” have released the Released Parties from the “Released PAGA  
23 Claims” for the “PAGA Period” as set forth in the Agreement.

24           8.       As used in paragraph 7 above, the quoted terms have the meanings set forth below:

25               (a)     The “Aggrieved Employees” are defined as all current and former  
26 employees who were 1) employees as security guards; and 2) classified as non-exempt employees  
27 by Defendant in California at any time during the period of December 19, 2018, through  
28 September 23, 2022 (“PAGA Period”).

1 (b) The “Released PAGA Claims” are defined as all PAGA claims alleged in  
2 the operative complaint and Plaintiff’s PAGA notice to the LDWA which occurred during the  
3 PAGA period.

4 (c) The “PAGA Period” means the period of December 19, 2018, through  
5 September 23, 2022.

6 9. This Court hereby grants final approval and awards the following: (i) \$90,935.78  
7 for the Attorneys’ Fees and Litigation Costs comprised of one-third of the Gross Settlement  
8 Amount, or \$73,333.33, and litigation expenses in the amount of \$17,602.45 (ii) the Class  
9 Representative Payment to the Class Representative, Michael Andrews, in the amount of  
10 \$10,000.00, in exchange for a general release; (iii) Administration Expenses Payment of  
11 \$11,700.00 to ILYM Group, Inc.; and (iv) \$7,500.00 (75% of the PAGA Payment) to the Labor  
12 and Workforce Development Agency (“LWDA Payment”); and \$2,500.00 (25% of the PAGA  
13 Payment) allocated to the Aggrieved Employees for the Individual PAGA Payments.

14 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce  
15 Development Agency within ten (10) days after entry of the Judgment or order pursuant to  
16 California Labor Code section 2699(1)(3).

17 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**  
18 **ORDERED.**

19  
20 DATED: 09/26/2024, ~~2024~~



24   
Hon. Kenneth R. Freeman  
JUDGE OF THE SUPERIOR COURT  
Kenneth R. Freeman / Judge