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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~~ ORDER GRANTING FINAL  
APPROVAL

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. Zakay Law Group, APLC and the JCL Law Firm, APC appeared on behalf of  
5 Plaintiff MICHAEL ANDREWS ("Plaintiff"). Olsen & Brueggemann appeared on behalf of  
6 Defendant EdNet Career Institute dba Hamilton Private Security (hereinafter "Defendant").

7 **II.**

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the  
10 motion, the Court makes the following findings:

11 1. All capitalized terms used herein shall have the same meaning as defined in the  
12 Agreement.

13 2. This Court has jurisdiction over the subject matter of this litigation pending in the  
14 California Superior Court for the County of Los Angeles ("Court"), Case No. 20STCV29673,  
15 entitled *Michael Andrews v. EdNet Career Institute*, and over all Parties to this litigation,  
16 including the Class.

17 **Preliminary Approval of the Settlement**

18 3. On April 8, 2024, the Court granted preliminary approval of a class-wide  
19 settlement. At this same time the court approved certification of a provisional settlement class for  
20 settlement purposes only. The Court confirms this Order and finally approves the settlement and  
21 the certification of the Class.

22 **Notice to the Class**

23 4. In compliance with the Preliminary Approval Order, the Notice Packet was mailed  
24 by first class mail to the Class Members at their last known addresses on May 24, 2024. Mailing  
25 of the Notice Packet to their last known addresses was the best notice practicable under the  
26 circumstances and was reasonably calculated to communicate actual notice of the litigation and  
27 the proposed settlement to the members of the Class. The Court finds that the Notice Packet  
28 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

1           5.       The Response Deadline for opting out or objecting was July 23, 2024. There was  
2 an adequate interval between notice and deadline to permit Class Members to choose what to do  
3 and act on their decision. No Class Members objected. Two (2) Class Members requested  
4 exclusion.

5 **Fairness Of The Settlement**

6           6.       The Agreement provides for a Gross Settlement Amount of \$220,000.00. The  
7 Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48  
8 Cal.App.4th 1794, 1801.)

9               a.       The settlement was reached through arms-length bargaining between the  
10 Parties. There is no evidence of any collusion between the Parties in reaching the proposed  
11 settlement.

12              b.       The Parties' investigation and discovery have been sufficient to allow the  
13 Court and counsel to act intelligently.

14              c.       Counsel for all parties are experienced in similar employment class action  
15 litigation and have previously settled similar class claims on behalf of employees claiming  
16 compensation. All counsel recommended approval of the Settlement.

17              d.       No objections were received. Two requests for exclusion were received.

18              e.       The participation rate is high. 99.7% of Class Members will be  
19 participating in the Settlement and will be sent settlement payments.

20           7.       The consideration to be given to the Class Members under the terms of the  
21 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the  
22 claims asserted in this Action and is fair, reasonable, and adequate compensation for the release of  
23 the Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the  
24 litigation and the delays which would ensue from continued prosecution of the Action.

25           8.       The Agreement is finally approved as fair, adequate, and reasonable and in the best  
26 interests of the Participating Class Members.

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1 **PAGA Payment**

2 9. The Agreement provides for a PAGA Payment in the amount of \$10,000.00. The  
3 Court has reviewed the PAGA Payment and finds and determines that the PAGA Payment and the  
4 allocation of \$7,500.00 (75% of the PAGA Payment) to the LWDA and \$2,500.00 (25% of the  
5 PAGA Payment) to the Aggrieved Employees is fair and reasonable and complies with the  
6 requirements set forth in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56.

7 **Class Counsel Attorneys' Fees and Litigation Expenses**

8 10. The Agreement provides for a Class Counsel Attorneys' Fees and Litigation Costs  
9 of not more than one-third of the Gross Settlement Amount and Litigation Expenses of up to  
10 \$20,000. The Gross Settlement Amount is \$220,000.00, one-third of which is \$73,333.33.  
11 Litigation Expenses are \$17,602.45.

12 11. Class Counsel Attorneys' Fees and Litigation Costs of \$90,935.78, comprised of  
13 attorneys' fees in the amount of \$73,333.33, and reimbursement of costs and expenses in the  
14 amount of \$17,602.45 is reasonable in light of the contingent nature of Class Counsel's fee, the  
15 hours worked by Class Counsel, and the results achieved by Class Counsel. The requested  
16 attorneys' fee award represents 1/3 of the common fund, which is reasonable, and is supported by  
17 Class Counsel's lodestar.

18 **Class Representative Payment**

19 12. The Agreement provides for a Class Representative Payment of up to \$10,000.00  
20 for Plaintiff, Michael Andrews, subject to the Court's approval. The Court finds that the amount of  
21 \$10,000.00 is reasonable in light of the risks and burdens undertaken by the Plaintiff in this class  
22 action litigation.

23 **Administration Expenses Payment**

24 13. The Agreement provides for Administration Expenses Payment to be paid in an  
25 amount not to exceed \$11,700.00. The Declaration of the Administrator provides that the actual  
26 claims administration expenses were \$11,700.00. The amount of this payment is reasonable in  
27 light of the work performed by the Administrator.

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1 **III. ORDERS**

2 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

3 1. The Class is certified for the purposes of settlement only. The Settlement Class is  
4 hereby defined to include:

5 All current and former employees who were 1) employed as security  
6 guards; and 2) classified as non-exempt employees by Defendant in  
7 California at any time during the Class Period.

8 2. There are 621 participating members of the Class. Every person in the Class who  
9 did not opt out is a Participating Class Member. After providing Notice to the Class, there are 2  
10 opt-outs to the Settlement.

11 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the best  
12 interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with this  
13 Order and the terms of the Agreement.

14 4. Defendant shall fund the Gross Settlement Amount on the Funding Date. In  
15 exchange, the Class Members shall release the “Released Parties” from the “Released Class  
16 Claims” and the “Aggrieved Employees” shall release the “Released Parties” from the “Released  
17 PAGA Claims.”

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

22 b. The “Released Class Claims” are defined as all wage and hour claims that  
23 were or could have been brought based on the facts alleged in the Complaint relating to wage and  
24 hour claims, including but not limited to alleged unpaid overtime and/or minimum wage under  
25 Labor Code sections 510, 1194, 1197, 1197.1 and 1198, failure to provide meal and rest periods  
26 pursuant to Labor Code sections 204, 226.7, 510, 512, and 1198, alleged unreimbursed business  
27 expenses under Labor code section 2802, alleged failure to provide and maintain accurate records  
28 violations under Labor Code sections 226(a)/(f)/(h),, alleged failure to pay wages during

1 employment under Labor Code sections 204, 210, alleged failure to pay wages after under  
2 employment Labor Code sections 201-203, alleged violation of California Business & Professions  
3 Code section 17200 et seq. (Unfair Competition Law) arising from the labor code violations listed  
4 hereinabove, from August 6, 2016, to September 23, 2022, (the "Class Period").

5 c. The "Aggrieved Employees" are defined as all current and former  
6 employees who were 1) employees as security guards; and 2) classified as non-exempt employees  
7 by Defendant in California at any time during the period of December 19, 2018, through  
8 September 23, 2022 ("PAGA Period").

9 d. The "Released PAGA Claims" are defined as all PAGA claims alleged in  
10 the operative complaint and Plaintiff's PAGA notice to the LDWA which occurred during the  
11 PAGA period (December 19, 2018, to September 23, 2022).

12 5. Class Counsel are awarded Attorneys' Fees and Litigation Costs in the amount of  
13 \$90,935.78 comprised of attorneys' fees in the amount of \$73,333.33 and reimbursement of costs  
14 and expenses in the amount of \$17,602.45. Class Counsel shall not seek or obtain any other  
15 compensation or reimbursement from Defendant, Plaintiff, or members of the Class.

16 6. The payment of the Class Representative Payment to the Plaintiff in the amount of  
17 \$10,000.00 is approved.

18 7. The payment of \$11,700.00 to the Administrator for Administration Expenses  
19 Payment is approved.

20 8. The PAGA Payment of \$10,000.00 is hereby approved as fair, reasonable, adequate  
21 and adequately protects the interests of the public and the LWDA. Further, the Court finds that  
22 Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any fraud or  
23 collusion.

24 9. Final Judgment is hereby entered in this action. The Final Judgment shall bind  
25 each Participating Class Member.

26 10. Final Judgment shall also bind Plaintiff, acting on behalf of the State of California  
27 and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act  
28 ("PAGA").

1           11.     The Court further finds and determines that Class Counsel satisfied California  
2 Labor Code § 2699(1)(2) by giving the LWDA notice of the proposed Settlement of claims arising  
3 under the Private Attorney General Act (“PAGA”) on February 16, 2023.

4           12.     The Court orders Class Counsel to comply with California Labor Code § 2699(1)(3)  
5 by providing the LWDA a copy of this order within ten (10) calendar days of the Court’s entry of  
6 this Order.

7           13.     The Agreement is not an admission by Defendant, nor is this Final Approval Order  
8 and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by  
9 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to  
10 herein, nor any action taken to carry out the Settlement is, may be construed as, or may be used as  
11 an admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The  
12 entering into or carrying out of the Agreement, and any negotiations or proceedings related  
13 thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or  
14 concession with regard to the denials or defenses by Defendant and shall not be offered in  
15 evidence in any action or proceeding against Defendant in any court, administrative agency or  
16 other tribunal for any purpose as an admission whatsoever other than to enforce the provisions of  
17 this Final Approval Order and Judgment, the Settlement, or any related agreement or release.  
18 Notwithstanding these restrictions, any of the Parties may file in the Action or in any other  
19 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and  
20 records on file in the Action as evidence of the Settlement to support a defense of res judicata,  
21 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the  
22 claims being released by the Settlement.

23           14.     Notice of entry of this Final Approval Order and Judgment shall be given to Class  
24 Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice of  
25 entry of this Final Approval Order and Judgment to individual Class Members and the Final  
26 Approval Order and Judgment shall be posted on Administrator’s website as indicated in the  
27 Notice Packet.

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1           15.     After entry of Final Judgment, the Court shall retain jurisdiction to construe,  
2 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a  
3 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in  
4 connection with the distribution of settlement benefits.

5           16.     If the Settlement does not become final and effective in accordance with the terms  
6 of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to  
7 Defendant consistent with the terms of the Settlement, then this Final Approval Order and  
8 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall  
9 be vacated.

10  
11           **IT IS SO ORDERED.**

12           DATED: 09/26/2024, 2024



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