

1 Manny M. Starr (SBN 319778)
 2 manny@frontierlawcenter.com
 3 Daniel V. Ginzburg (SBN 327338)
 4 dan@frontierlawcenter.com
 5 FRONTIER LAW CENTER
 6 23901 Calabasas Road, #2074
 7 Calabasas, CA 91302
 8 Telephone: (818) 914-3433
 9 Facsimile: (818) 914-3433

10 Attorneys for Plaintiff
 11 Robert Navarro

FILED
 Superior Court of California
 County of Los Angeles
 02/04/2022

Sherri R. Carter, Executive Officer / Clerk of Court
 By: M. Carino Deputy

12 SUPERIOR COURT OF CALIFORNIA
 13 COUNTY OF LOS ANGELES

14 ROBERT NAVARRO, on behalf of himself
 15 and all other Aggrieved Employees

16 Plaintiff,

17 v.

18 ALLIED PRIVATE INVESTIGATION &
 19 SECURITY SERVICES, INC. and DOES 1 to
 20 100, inclusive,

21 Defendants.

) CASE NO. 20STCV16481

) ~~[AMENDED PROPOSED]~~ ORDER OF
) APPROVAL OF PAGA SETTLEMENT
) AND JUDGMENT

) *Action Filed: April 30, 2020*
) Assigned to Hon. Timothy Patrick Dillon

) **Date: February 1, 2022**
) **Time: 8:30 a.m.**
) **Dept: 73**
) **Reservation ID: 988872002772**

1 The above-entitled matter came on regularly for hearing on Tuesday, February 1, 2022 at
2 8:30 am in Department 73, the Honorable Timothy Patrick Dillon presiding. The appearances are
3 as stated in the record. Having reviewed and considered the written submissions of all parties and
4 being fully advised, the Court rules as follows:

5 **I. RECITALS**

6 This action, filed in the Los Angeles Superior Court on April 30, 2020, alleges violations of
7 the Labor Code on behalf of employees of Defendant Allied Private Investigation & Security
8 Services, Inc., (“Allied” or “Defendant”), and on behalf of the State of California pursuant to the
9 Labor Code Private Attorney General Act (“PAGA”). The parties attended mediation and reached a
10 settlement on April 6, 2021. The parties submitted a Motion for Approval of PAGA Settlement on
11 May 21, 2021, and a Renewed Motion for Approval of PAGA Settlement (the “Motions”) on
12 August 10, 2021. The factual and procedural background of the action, and the Court’s analysis of
13 the settlement is set forth in the Orders denying those Motions.

14 Before the Court is Plaintiff’s Second Renewed Motion for Approval of PAGA Settlement,
15 including attorney fees, costs, and service awards. Plaintiff’s motion is unopposed.

16 a. Terms of the Settlement

17 The Private Attorneys General Act Settlement Agreement and General and Limited Release
18 (“Agreement” or “Settlement Agreement”) is attached as Exhibit 1 to the Declaration of Manny
19 Starr in Support of Plaintiff’s Second Renewed Motion for Approval of PAGA Settlement. Unless
20 otherwise stated, all capitalized terms in this Order and Judgment have the same meaning as in the
21 Agreement.

22 The Agreement contemplates, *inter alia*, the following terms: The non-reversionary Gross
23 Settlement Fund is \$120,000.00 (“Gross Settlement”). Of the \$120,000 Gross Settlement, \$10,000
24 is being paid to Plaintiff Robert Navarro in consideration for the dismissal, with prejudice, of
25 Plaintiff’s claims, which are causes of action 1-5 in the Second Amended Complaint. The remaining
26 \$110,000 of the Gross Settlement is the Gross PAGA Settlement Fund (“PAGA Fund”). From the
27 PAGA Fund, the Agreement authorizes attorney fees of up to \$36,666.67, litigation costs of up to
28 \$8,000.00, an enhancement award of \$2,000.00 to Plaintiff Robert Navarro, and administration

costs of up to \$4,250.00. The remaining amount (“Net PAGA Fund”) consists of PAGA Penalties which will be distributed 75% to the Labor and Workforce Development Agency (“LWDA”) and 25% to the Aggrieved Employees on a pro-rata basis.

The net settlement will be distributed to individual Aggrieved Employees on a pro-rata based on their qualifying pay periods. Aggrieved Employees will not be required to submit a claim to receive their payments. Settlement awards will be allocated as 100% as civil and statutory penalties.

The terms of the release as to the PAGA claims are as follows:

“all claims for civil penalties that were or could have been assessed upon or collected from the Released Parties under California Labor Code § 2698, et seq., for the claims brought forth in Plaintiff’s letters to the LWDA which are:

alleged violations of California Labor Code §§ 201.3, 203, 226, 226.3, 558.1, 1194, 1197, 1197.1, and 1198, and the applicable Industrial Wage Order(s). The Released Claims do not include any underlying claims or causes of action that Aggrieved Employees may have, and relief that they may seek, against Released Parties with respect to violations of the California Labor Code.¹”

b. Evidence Presented

In support of the Second Renewed Motion for Approval of PAGA Settlement, Plaintiff’s counsel, Manny Starr, has submitted a declaration in support of this settlement which supports the relevant and necessary facts in Plaintiff’s motion and Plaintiff has submitted a declaration in support of his motion. In addition, Plaintiff rectified the errors in his previous Motions as requested by the Court.

II. FINDINGS

The Court, having reviewed the submissions of the Parties, and the arguments of counsel, and being duly advised, finds as follows:

a. The Court finds that the Settlement Agreement is presumptively fair and reasonable.

The Court finds that the settlement was arrived at through arm’s-length negotiation. Further, the Court holds that the discovery into Defendant’s policies and procedures, and the data reviewed

¹ The named Plaintiff has individually released additional rights as recited more fully in the Agreement hereby incorporated herein by reference.

1 by Plaintiff's counsel prior to entering into this settlement, is adequate for the parties and the Court
2 to evaluate the strengths and weaknesses of Plaintiff's case. Finally, Counsel has established, by his
3 declaration listing many of his Class, PAGA, and wage and hour cases, that he is experienced in
4 PAGA and wage and hour matters. Thus, the Settlement is entitled to a presumption of fairness.

5 b. The Attorney Fees and Costs Requested are Reasonable

6 Plaintiffs seek a fee award of \$36,666.67 which is approximately one-third of the PAGA
7 Fund, which is not an uncommon contingency fee allocation in a wage and hour class action. This
8 award is facially reasonable under the "common fund" doctrine, which allows a party recovering a
9 fund for the benefit of others to recover attorney fees from the fund itself. Plaintiffs also provide a
10 lodestar figure of \$86,623.75, resulting from 199.05 aggregate hours working on the case.

11 Plaintiff's counsel also requests \$7,725.05 in costs. This appears reasonable based on
12 summaries provided. Likewise, the Settlement Administrator Costs of \$4,250.00 appears to be fair
13 and reasonable.

14 c. The Enhancement Award to Named Plaintiff is Reasonable

15 The requested enhancement award of \$2,000 to Plaintiff Robert Navarro is reasonable.
16 Additionally, the \$10,000 being paid in consideration for the dismissal, with prejudice, of Plaintiff
17 Robert Navarro's individual claims and causes of action against Defendant is likewise reasonable.

18 d. Notice to the LWDA is Adequate

19 The Court finds that the Declaration of Manny Starr demonstrates that a copy of this motion
20 and all supporting papers was submitted to the LWDA contemporaneously with being filed with the
21 Court.

22 **III. ORDER AND JUDGMENT**

23 In accordance with the above, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED
24 THAT:

25 Plaintiff's Second Renewed Motion for Approval of PAGA Settlement is GRANTED.

26 Judgment shall be entered through the filing of this order and judgment. (Code Civ. Proc., §
27 668.5.) This Court has jurisdiction over the subject matter of the Action, the Plaintiff, the
28 Aggrieved Employees and Defendant Allied Private Investigation & Security Services, Inc.

1 Judgement is entered for Plaintiff and the Aggrieved Employees and against Defendant. This
2 Judgment shall be binding on all Aggrieved Employees and the State of California. See *Arias v.*
3 Superior Court, 46 Cal. 4th 969, 986 (2009) (holding that a judgment in a representative action
4 brought by an aggrieved employee under PAGA is binding not only on the named employee
5 plaintiff but also on state labor law enforcement agencies and any aggrieved employee not a party to
6 the proceeding).

7 The non-reversionary Gross Settlement Fund is \$120,000.00. \$10,000 is to be paid to
8 Plaintiff Robert Navarro in consideration for the dismissal, with prejudice, of his individual claims
9 against Defendant. Plaintiff Robert Navarro shall be entitled to an enhancement payment of \$2,000.
10 Counsel for Plaintiff and the Aggrieved Employees shall be entitled to receive \$36,666.67 in fees,
11 and shall recover \$7,725.05 in costs. The Settlement Administrator shall recover \$4,250.00 in
12 administration costs. \$59,358.28 shall be attributed to civil penalties, of which 75% (\$44,518.71)
13 will be paid to the LWDA and 25% (\$14,839.57) will be distributed to the Aggrieved Employees on
14 a pro-rata basis. With regard to the PAGA portion of the settlement, the Court shall retain
15 jurisdiction to enforce this settlement pursuant to Code of Civil Procedure section 664.6. Plaintiff's
16 individual causes of action, causes of action 1-5, are hereby dismissed with prejudice.

17 The Settlement Administrator shall distribute the Net Settlement Amount as Contemplated
18 in the Settlement Agreement.

19
20 IT IS SO ORDERED, ADJUDGED, AND DECREED AND JUDGMENT IS HEREBY
21 ENTERED.

22
23 Dated: 02/04/2022



A handwritten signature in black ink, appearing to read "Timothy Patrick Dillon".

Honorable Judge of the Superior Court

Timothy Patrick Dillon / Judge