

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

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

)
) **NOTICE OF PLAINTIFF'S SECOND**
) **RENEWED MOTION FOR COURT**
) **APPROVAL OF PAGA**
) **SETTLEMENT**

) *Action Filed: April 30, 2020*

) *Assigned to Judge Timothy Patrick Dillon*

) **Date: February 1, 2022**

) **Time: 8:30AM**

) **Dept: 73**

) **Reservation ID: 988872002772**

22 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

23 **PLEASE TAKE NOTICE** that on February 1, 2022 at 8:30 A.M., or as soon thereafter as
24 may be heard before the Honorable Timothy Patrick Dillon, judge presiding, in Department 73 of
25 the above referenced Court located at 111 N. Hill Street, Los Angeles, CA 90012 Plaintiff Robert
26 Navarro ("Plaintiff") will move the Court for an order for final approval of the PAGA Settlement
27 with Defendant Allied Private Investigation & Security Services, Inc. ("Allied" or "Defendant").
28 Through this Motion, Plaintiff seeks further entry of an Order:

- (1) Approving the parties' representative action settlement in the amount of \$110,000.00 (the
"Gross Settlement Amount"), plus an additional payment to Plaintiff of \$10,000.00 for

1 settlement of individual claims against Defendant, including Causes of Action 1 through 5
2 of the Second Amended Complaint (“SAC”) as memorialized in the Parties’ PAGA
3 Settlement Agreement (the “Settlement” or “Settlement Agreement”), attached as Exhibit 1
4 to the Declaration of Manny Starr;

5 (2) Approving the requested Representative Enhancement Award of \$2,000.00 to Plaintiff. The
6 full amount of which is to be paid from the Gross Settlement Amount;

7 (3) Approving the payment of \$36,666.67 (or approximately 1/3 of the Gross Settlement Fund)
8 to Counsel as reasonable attorneys’ fees, the full amount of which is to be paid from the
9 Gross Settlement Amount;

10 (4) Approving the payment of \$7,725.05 to Counsel for reimbursement of reasonably incurred
11 litigation expenses, the full amount of which is to be paid from the Gross Settlement
12 Amount;

13 (5) Approving the payment of \$4,250.00 to the Claims Administrator, Phoenix Settlement
14 Administrators, for its services in administering the settlement, the full amount of which is
15 to be paid from the Gross Settlement Amount;

16 (6) Approving the payment of the \$59,358.28 as PAGA penalties, \$44,518.71 of which is to be
17 paid to the Labor & Workforce Development Agency (“LWDA”), and \$14,839.57 of which
18 is to be paid to the Aggrieved Employees on a pro rata basis.

19 This motion is unopposed by Defendant. This motion is based upon this Notice of Motion,
20 the Memorandum of Points and Authorities, the Settlement Agreement, the Declaration of
21 Manny Starr, the pleadings and other records on file with the Court in this matter, and such
22 evidence and oral argument as may be presented at the hearing on this motion.

23
24 Date: November 19, 2021

FRONTIER LAW CENTER

25
26 /s/ Manny Starr
27 Manny Starr
28 Attorney for Plaintiff
Robert Navarro



Make a Reservation

ROBERT NAVARRO vs ALLIED PRIVATE INVESTIGATION & SECURITY SERVICES, INC.

Case Number: 20STCV16481 Case Type: Civil Unlimited Category: Other Employment Complaint Case
Date Filed: 2020-04-30 Location: Stanley Mosk Courthouse - Department 73

Reservation

Case Name:

ROBERT NAVARRO vs ALLIED PRIVATE
INVESTIGATION & SECURITY SERVICES, INC.

Case Number:

20STCV16481

Type:

Motion for Order (to Approve PAGA Settlement)

Status:

RESERVED

Filing Party:

Robert Navarro (Plaintiff)

Location:

Stanley Mosk Courthouse - Department 73

Date/Time:

02/01/2022 8:30 AM

Number of Motions:

1

Reservation ID:

988872002772

Confirmation Code:

CR-B7TQFGPI8JD5GSFMM

Fees

Description	Fee	Qty	Amount
Motion for Order (name extension)	60.00	1	60.00
Credit Card Percentage Fee (2.75%)	1.65	1	1.65
TOTAL			\$61.65

Payment

Amount:

\$61.65

Type:

AmericanExpress

Account Number:

XXXX2012

Authorization:

170710

[Print Receipt](#)

[+ Reserve Another Hearing](#)

[View My Reservations](#)

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

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

)
) **MEMORANDUM OF POINTS AND**
) **AUTHORITIES ISO PLAINTIFF'S**
) **SECOND RENEWED MOTION FOR**
) **COURT APPROVAL OF PAGA**
) **SETTLEMENT**

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

) **Date: February 1, 2022**

) **Time: 8:30 a.m.**

) **Dept: 73**

) **Reservation ID: 988872002772**

22 **MEMORANDUM OF POINTS AND AUTHORITIES**

23 **I. INTRODUCTION**

24 This Private Attorneys General Act ("PAGA") representative action relates to the Aggrieved
25 Employees' work for Defendant Allied Private Investigation & Security Services, Inc. ("Allied" or
26 "Defendant"). Plaintiff Robert Navarro ("Plaintiff") was formerly employed by Allied as a security
27 guard from January 2019 through January 2020. (Declaration of Manny Starr ("Starr Decl.") ¶2).

28 This action was originally filed as an individual action in the Los Angeles Superior Court on

1 April 30, 2020. (Starr Decl. ¶3). The Aggrieved Employees, as defined herein, were allegedly
2 subject to violations of Labor Code sections 201, 201.3, 202, 203, 204, 210, 226, 510, 558, 1174,
3 1194, 1197, 1197.1, 1198, 2802, and 2699 regarding: (1) Defendant’s failure to provide suitable
4 seating; (2) Defendant’s failure to pay Plaintiff and the Aggrieved Employees on a weekly basis as
5 required by Labor Code section 201.3; (3) Defendant’s failure to pay minimum, or overtime, wages
6 for all hours worked; (4) Defendant’s failure to provide accurate wage statements; (5) Defendant’s
7 failure to reimburse their employees for work-related expenses; and (6) Defendant’s failure to pay
8 their employees all wages due and payable either at the time of termination, or within 72 hours of an
9 employee’s resignation.

10 The parties attended mediation on April 6, 2021, with experienced employment law
11 mediator Chris Barnes. Through a combination of discovery, depositions, extensive negotiations,
12 and mediation, the parties were able to reach an agreement.¹ (Starr Decl. ¶4). The case settled for
13 \$120,000.00. (Starr Decl. ¶5).

14 **II. PRIOR RULINGS ON PLAINTIFF’S MOTION TO APPROVE SETTLEMENT**

15 On May 21, 2021, Plaintiff filed a Motion for Approval of PAGA Settlement, which the
16 Court denied on June 15, 2021. Plaintiff filed a Renewed Motion for Approval of PAGA Settlement
17 on August 10, 2021 which sought to address the Court’s concerns. The Court once again denied
18 Plaintiff’s Motion. In its denial, the Court explained that Plaintiff had remedied most of the issues
19 which led to the first denial, but that issues remained. Specifically, the Court noted that an
20 enhancement payment of \$12,000 seemed high compared to the total settlement amount, that the
21 settlement release language needed to be more concise, and that notice of the settlement should be
22 served on the *Pratt* Plaintiff such that he may have an opportunity to oppose the settlement. Plaintiff
23 has remedied these deficiencies as follows.

24 First, Plaintiff revised the Settlement Agreement. The revised Settlement Agreement now
25 draws a distinction between “Plaintiff’s *Settlement* Payment” and “Plaintiff’s *Enhancement*
26 Payment.” Plaintiff’s Enhancement Payment, for the sum of \$2,000, refers to compensation to

27
28 ¹ The Settlement Agreement and General Release is attached to the Starr Declaration as **Exhibit 1** and filed as part of this motion.

1 Plaintiff as a service award for bringing the PAGA claim². Plaintiff's Settlement Payment, for the
2 sum of \$10,000, is consideration for the dismissal of his individual claims and causes of action
3 against Defendant (Causes of Action 1-5 of the Second Amended Complaint) which Plaintiff
4 estimates is worth approximately \$15,483.30, exclusive of fees and costs. (Starr Decl. ¶19).
5 Plaintiff's attorneys have also reduced their attorney fees from \$40,000 down to \$36,666.67, and the
6 difference will be added to the PAGA Settlement Fund. (See Ex 2 to Starr Decl. – Redlined
7 Settlement Agreement).

8 Second, the release language in the revised Settlement Agreement is now more narrowly
9 tailored such that it only releases claims which *were* brought forth in Plaintiff's PAGA letter and
10 complaint, and not claims which could *arise from or be related to* the factual allegations in
11 Plaintiff's PAGA letter and complaint. (See Ex 2 to Starr Decl. – Redlined Settlement Agreement).
12 The release language in the PAGA notice to aggrieved employees was also similarly updated. (See
13 Ex 3 to Starr Decl. – Redlined Notice to Aggrieved Employees).

14 Finally, Plaintiff will serve the present Motion for Approval of PAGA Settlement to the
15 *Pratt* parties, so they are afforded an opportunity to oppose the settlement as interested parties.

16 For the reasons set forth below, the Settlement Agreement is fair to all parties, including the
17 State and the Aggrieved Employees, based on the facts of this case.

18 **III. DATA REVIEWED AND DISCOVERY OBTAINED PRIOR TO MEDIATION,**
19 **WHICH SUPPORTED THE PARTIES' SETTLEMENT AGREEMENT**

20 Through formal and informal discovery, Plaintiff has asked for, and Defendant has produced,
21 various relevant company policies, Plaintiff's wage statements, Plaintiff's work schedules, a 25%
22 sampling of payroll records during the PAGA Period for the Aggrieved Employees, a 25%
23 sampling of clock in and clock out records during the PAGA Period for the Aggrieved
24 Employees, a profit and loss statement for 2020, a year-to-date P&L for 2021, and 3 years of
25 Defendant's most recent tax returns. Furthermore, Plaintiff's deposition was taken, and Plaintiff
26 took the deposition of two of Defendant's Persons Most Qualified.

27 _____
28 ² The Court noted in its order that it would be "more likely to approve a settlement with an enhancement of \$5,000"
which is \$3,000 more than the amount being requested.

1 **IV. ARGUMENT AND BASIS FOR PAGA PENALTIES**

2 PAGA permits an aggrieved employee to sue an employer for civil penalties associated with
3 the employer's alleged violation of various California Labor Code provisions. Labor Code section
4 2699(a). The PAGA period covers June 1, 2019 through April 13, 2021. This settlement covers the
5 estimated 8,528 pay periods where a violation allegedly occurred and the 809 Aggrieved Employees
6 which were impacted by the violation. Of the 809 Aggrieved Employees, 296 are former
7 employees. The PAGA claims brought, and the associated penalties, are as follows:

8 **a) Failure to Provide Suitable Seating**

9 Industrial Welfare Commission Wage Order 4-2001 paragraph 14(B) requires employers to
10 provide suitable seating for its employees. Plaintiff alleges that Defendant failed to do so.

11 The applicable PAGA penalties for Defendant's failure to provide Plaintiff and the
12 Aggrieved Employees with suitable seating, in violation of IWC Wage Order 4-2001, 14(B) Labor,
13 are found in Labor Code section 2699(f), which are \$100 per pay period for the initial violation and
14 \$200 per pay period for each subsequent violation. Plaintiff estimated the total exposure to be
15 approximately (8,528 initial violations * \$100 per initial violation) **\$852,800.00.**

16 **b) Failure to Pay Weekly Pursuant to Labor Code section 201.3**

17 Labor Code section 201.3 requires a TSE to pay their employees on a weekly basis. Plaintiff
18 alleges that Allied was a TSE, but failed to pay their employees on a weekly basis.

19 The applicable PAGA penalties for Defendant's failure to provide Plaintiff and the
20 Aggrieved Employees with weekly pay, in violation of Labor Code section 201.3, can be found in
21 Labor Code section 210, which are \$100 per pay period for the initial violation and \$200 per pay
22 period for each subsequent violation. Plaintiff estimated the total exposure to be approximately
23 (8,528 initial violations * \$100 per initial violation) **\$852,800.00.**

24 **c) Failure to Pay all Minimum and Overtime Wages**

25 Plaintiff alleges that the Aggrieved Employees were required to arrive early, prior to the
26 start of their shift, to perform various tasks including preparing their radios and participating in
27 briefings. Plaintiff further alleges that Allied failed to pay the Aggrieved Employees for this time in
28 violation of Labor Code sections 510 and 1197.

1 The applicable PAGA penalties for Defendant's failure to pay Plaintiff and the Aggrieved
2 Employees all minimum and overtime wages are found in Labor Code section 1197.1, which are
3 one hundred dollars (\$100) for each underpaid employee for each pay period for which the
4 employee is underpaid and two hundred fifty dollars (\$250) for each subsequent violation for the
5 same specific offense. Plaintiff alleges that Defendant failed to fully compensate a subsection of the
6 Aggrieved Employees who worked in "retail stores". This subsection of Aggrieved Employees
7 worked approximately 1,868 payroll periods of the total 8,528 payroll periods during the PAGA
8 Period. As such, Plaintiff estimated the total exposure to be approximately (1,868 initial violations *
9 \$100 per initial violation) **\$186,800.00.**

10 **d) Failure to Reimburse Work-Related Expenses**

11 Labor Code section 2802 requires an employer to reimburse their employees for
12 expenditures incurred in direct consequence of the discharge of their duties. Plaintiff alleges that
13 Allied failed to reimburse Plaintiff and the Aggrieved Employees for the costs of maintaining their
14 work uniforms. Defendant's failure to reimburse the Aggrieved Employees for these work-related
15 expenses constitutes a violation of Labor Code 2802.

16 The applicable PAGA penalties for Defendant's failure to reimburse Plaintiff and the
17 Aggrieved Employees for their work-related expenses are found in Labor Code section 2699(f)(2),
18 which is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
19 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
20 subsequent violation. Plaintiff alleges that Defendant failed to reimburse work expenses for a
21 subsection of the Aggrieved Employees who worked in "retail stores". This subsection of
22 Aggrieved Employees worked approximately 1,868 payroll periods of the total 8,528 payroll
23 periods during the PAGA Period. Furthermore, Plaintiff alleges that Defendant failed to reimburse
24 work expenses for these employees every other pay period, as opposed to every pay period. As
25 such, Plaintiff estimated the total exposure to be approximately (934 initial violations * \$100 per
26 initial violation) **\$93,400.00.**

27 **e) Failure to Provide Complete and Accurate Wage Statements**

28 As noted previously, Defendant failed to compensate Plaintiff and the Aggrieved Employees

1 for all hours worked. Therefore, this information was not accurately listed on their wage statements
2 in violation of Labor Code section 226.

3 The applicable PAGA penalties for Defendant's failure to provide Plaintiff and the
4 Aggrieved Employees with proper wage statements are found in Labor Code section 226.3, which
5 are two hundred fifty dollars (\$250) per employee per initial violation and one thousand dollars
6 (\$1,000) per employee for each subsequent violation. The group of Aggrieved Employees who were
7 subject to this violation were those that worked in "retail stores." Therefore, Plaintiff estimated the
8 total exposure to be approximately (1,868 initial violations \$250 per initial violation) **\$467,000.00.**

9 **f) Failure to Timely Pay All Final Wages**

10 Labor Code sections 201 through 203 requires an employer to provide an employee with all
11 wages due and owing at the time of separation, or within seventy-two (72) hours of resignation.
12 Since Plaintiff alleges Defendant failed to pay all wages due to the Aggrieved Employees during
13 their employment, it follows that Defendant failed to comply with Labor Code sections 201-203.

14 The PAGA penalties for Defendant's failure to provide Plaintiff and the Aggrieved
15 Employees with all wages due and owing at the time of separation are found in Labor Code section
16 2699(f)(2), which are one hundred dollars (\$100) for each initial violation and two hundred dollars
17 (\$200) for each subsequent violation. There are 296 former Aggrieved Employees. Therefore,
18 Defendant's *maximum* PAGA penalty exposure for failure to pay their employees all wages due and
19 payable upon separation is (296 initial violations * \$100 per initial violation) **\$29,600.00.**

20 **V. RISKS AND FACTORS THAT THE PARTIES CONSIDERED IN**
21 **DETERMINING THAT THE \$120,000.00 SETTLEMENT WAS FAIR**

22 While the estimated *maximum* liability is approximately \$2,482,400, it is likely that, if this
23 case were to go to trial, Plaintiff would recover much less than this amount. In fact, Defendant's
24 liability could theoretically be as low as \$185,200.00³. However, as set forth in detail below,
25 Plaintiff reasonably estimates Defendant's liability in this case to be approximately **\$461,930**. Thus,
26

27 ³ Defendant's maximum liability would be \$185,200.00 if the Court decided not to stack PAGA penalties on derivative
28 claims, and Defendant defeated Plaintiff's suitable seating claims, weekly pay claims, and reimbursement claims, which
constitute Plaintiff's most highly contested claims.

1 the settlement represents approximately 24% of the potential liability, which is reasonable recovery
2 in light of the risks associated with litigation.

3 **a) The Risks Associated with Plaintiff's Suitable Seating Claim**

4 It is unclear whether Plaintiff would succeed in arguing that the Aggrieved Employees were
5 able to perform their jobs while seated. Defendant would likely argue that security officers were
6 required to be alert and ready to respond as issues arise. If Defendant were to prevail on their claim
7 that the Aggrieved Employees could not perform their jobs while seated, their liability for a suitable
8 seating violation would be reduced to nothing.

9 After analyzing the relative strength of the Parties' positions, and discussing the matter with
10 employment law mediator Chris Barnes, the Parties agreed that Plaintiff's suitable seating claim
11 wasn't ironclad and warranted significant reduction in value for the sake of settlement. Given the
12 risk, a realistic estimate of liability would be 10% of the available penalties, which amounts to
13 **\$85,280.00.**

14 **b) The Risks Associated with Plaintiff's Failure to Pay Weekly Pursuant to Labor Code**
15 **section 201.3 Claim**

16 Here, Defendant would argue that the Aggrieved Employees were exempt from the weekly
17 pay requirement of Labor Code section 201.3(b)(2) by virtue of the 90-day exemption set forth in
18 Labor Code section 201.3(b)(6). Specifically, Defendant would argue that, because its guards were
19 assigned to customers for 90 or more days, they were not temporary service employees, and were
20 not entitled to weekly pay.

21 After analyzing the relative strength of the Parties' positions, and discussing the matter with
22 employment law mediator Chris Barnes, the Parties agreed that significant risks exist with regard to
23 the weekly pay claim in the face of the 90-day exception. Given the risk, a realistic estimate of
24 liability would be 25% of the available penalties, which amounts to **\$213,200.00.**

25 **c) Risks Associated with Plaintiff's Failure to Pay all Minimum and Overtime Wages**
26 **Claim**

27 With regard to the off the clock work claim, Defendant argued that employees were not
28 required to arrive at work prior to the start of their shift. While Plaintiff is confident that he would

1 succeed on this claim, an off the clock work claim would be difficult to prove, as there are no
2 records. Thus, Plaintiff would have to interview many of the employees, and would likely be met
3 with varying stories. Therefore, Defendant would argue that this claim is unmanageable.

4 If Defendant succeeds in such an argument, Plaintiff would be unable to collect PAGA
5 penalties for this claim. Given the risk, a realistic estimate of liability would be 50% of the
6 available penalties, which amounts to **\$93,400.00**.

7 **d) Risks Associated with Plaintiff's Failure to Reimburse Work Related Expenses Claim**

8 Plaintiff's reimbursement claim would almost certainly be reduced were the issue litigated
9 in Court. Here, Defendant would likely argue that they did not require the Retail Employee
10 subsection of the Aggrieved Employees to have their uniforms cleaned professionally. If Defendant
11 prevails on this argument, then it would have no obligation to reimburse costs related to
12 professional uniform cleaning. Thus, a realistic estimate of liability would be 25% of the available
13 penalties, which amounts to **\$23,350.00**.

14 **e) Risks Associated with Plaintiff's Failure to Provide Accurate Wage Statements Claim,**
15 **and Plaintiff's Waiting Time Penalties Claim**

16 There is significant legal debate as to whether the penalties in Labor Code section 226.3
17 apply to the present case, or whether this penalty only apply in cases where the defendants failed to
18 provide *any* wage statements whatsoever. (See *Lopez v. Friant & Assoc.* (2011) 192 Cal.App.4th
19 75.) Should a Court determine that the penalty amounts set forth in Labor Code section 226.3 do
20 not apply, and applies the penalties set forth in Labor Code section 2699 instead, then Defendant's
21 exposure for wage statement penalties would be reduced from \$467,000 to \$186,800.

22 Furthermore, Courts are hesitant to award full PAGA penalties where those penalties are
23 derivative of other claims that were subject to PAGA penalties in the first instance; the basis for
24 this is the Court's concerns about double-recovery. (See *Naranjo v. Spectrum Security Services,*
25 *Inc.* (2019) 40 Cal.App.5th 444.) Therefore, it is possible that Plaintiff will not be able to collect
26 PAGA penalties for derivative wage statement violations at all. Given the risks, and potential that
27 the Court applies the penalties listed in Labor Code section 2699 instead of section 226.3, a
28 realistic estimate of liability would be 10% of the available penalties, which amounts to **\$46,700**.

1 **f) Risks Associated with Plaintiff's Claims as a Whole and Basis for a Reduced**
2 **Settlement**

3 Labor Code section 2699(e)(2) states: "In any action by an aggrieved employee seeking
4 recovery of a civil penalty available under subdivision (a) or (f), a court may award a lesser amount
5 than the maximum civil penalty amount specified by this part if, based on the facts and
6 circumstances of the particular case, to do otherwise would result in an award that is unjust,
7 arbitrary and oppressive, or confiscatory." Indeed, as shown in the Court of Appeal's decision in
8 *Carrington v. Starbucks Corp.*, 30 Cal.App.5th 504 (2018), while the plaintiff prevailed on his
9 PAGA claim at trial, the trial court reduced the maximum PAGA penalty amount by 90%, citing the
10 employer's good faith attempt at complying with the law. *Id.* at 517. Upon review, the Court of
11 Appeal found such reduction to be proper. *Id.* at 539. Thus, the settlement in the present case, which
12 represents approximately 24% of the reasonably anticipated PAGA penalties, is fair and should be
13 approved.

14 **VI. DESCRIPTION OF THE SETTLEMENT TERMS**

15 The gross amount of the settlement is \$120,000.00. Of this, \$110,000 represents the PAGA
16 Settlement fund and \$10,000 is attributed to Plaintiff's individual release. The settlement is broken
17 down as follows:

- 18 - \$10,000 to Plaintiff in exchange for a general release of all claims and causes of action
19 against Defendant, including Causes of Action 1-5 of the Second Amended Complaint;
- 20 - \$59,358.28 in PAGA Penalties, of which 75% (\$44,518.71) will go to the LWDA and
21 25% (\$14,839.57) will be distributed to the Aggrieved Employees on a pro rata basis;
- 22 - \$2,000 to Plaintiff as an enhancement payment;
- 23 - \$36,666.67 to Frontier Law Center for attorney fees;
- 24 - \$7,725.05 to Frontier Law Center as reimbursement for costs; and
- 25 - \$4,250.00 to Phoenix Administrators to administer the settlement.

26 **VII. THE COURT SHOULD APPROVE THE PROPOSED PAGA SETTLEMENT**

27 **a. The PAGA Penalties Being Recovered are Reasonable Under the Circumstances**
28

1 The terms of the parties' settlement are reasonable under the circumstances and serve the
2 purpose of PAGA. (*O'Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110,
3 1135.) As set forth above, the PAGA penalties being recovered are reasonable.

4 **b. Plaintiff's Requested Fees and Costs Should be Approved**

5 Here, Plaintiff's counsel requested fees are reasonable, as it represents 33 1/3 percent of the
6 fund. Furthermore, Plaintiff's counsel has spent a significant amount of time litigating this case,
7 including time spent communicating with the clients, evaluating and analyzing the relevant legal
8 theories, drafting and filing various PAGA letters, drafting and filing the complaint and first
9 amended complaint, engaging in discovery, preparing for and attending mediation, and drafting the
10 instant motion. (Starr Decl. ¶12). In sum, Plaintiff's counsel has spent approximately 199.05 hours
11 litigating this case to date, resulting in billable fees of approximately \$86,623.75. (Starr Decl. ¶13).
12 Therefore, Plaintiff's counsel requested fees of \$36,666.67 is reasonable.

13 Plaintiff has incurred \$7,725.05 in costs litigation this case. (Starr Decl. ¶15). These costs
14 include filing fees, service costs, costs to retain an expert to evaluate the time and payroll records,
15 mediation costs, and various other litigation costs. (Starr Decl. ¶16).

16 **c. Plaintiff's Requested Enhancement Payment and Settlement Payment Should**
17 **be Approved**

18 As noted above, Plaintiff is receiving \$2,000 as a service award for bringing his PAGA
19 claims; this is Plaintiff's Enhancement Award. In any representative action, Enhancement Awards
20 are designed to encourage individuals to bring claims on behalf of a group of people who have been
21 similarly wronged. In the PAGA context, Enhancement Awards are designed to encourage
22 individuals to bring suit for penalties on behalf of the State itself; if nobody brought PAGA actions,
23 the State would lose out on a significant amount of civil penalties attributable to employer
24 misconduct. Additionally, Plaintiff participated in the discovery process, provided numerous
25 documents to their counsel for review, and spent several hours collectively on the phone answering
26 questions about the case. (Starr Decl. ¶17). It is because of his willingness to participate in the
27 litigation process which ultimately resulted in this settlement. Therefore, the amount attributed to
28 Plaintiff as an enhancement payment is reasonable.

1 In addition to the enhancement, and *separate and apart from the PAGA settlement fund*,
2 Plaintiff is receiving an individual settlement payment of \$10,000 as compensation to Plaintiff for
3 releasing his individual claims against Defendant. In exchange for the \$10,000 individual settlement
4 payment, Plaintiff signed a section 1542 waiver, and is dismissing his individual Causes of Action
5 (causes of action 1 through 5) with prejudice. Plaintiff's individual claims against Defendant were
6 worth approximately \$15,483.30, exclusive of fees and costs. (Starr Decl. ¶19). Thus, his \$10,000
7 individual settlement payment is reasonable.

8 **VIII. PENDING CLASS ACTION, *PRATT V. ALLIED PRIVATE INVESTIGATION &***
9 ***SECURITY SERVICES, INC.*, 19STCV36628**

10 As noted above, Plaintiff will serve the present Motion for Approval of PAGA Settlement to
11 the *Pratt* parties, so they are afforded an opportunity to oppose the settlement as interested parties.
12 (Starr Decl. ¶10).

13 **IX. CONCLUSION**

14 Based on the above facts and arguments, Plaintiff respectfully requests the court to approve
15 the PAGA settlement and enter an order dismissing this action with prejudice.

16
17 Date: November 19, 2021

FRONTIER LAW CENTER

18
19 /s/ Manny Starr
20 Manny Starr
21 Attorneys for Plaintiff,
22 Robert Navarro
23
24
25
26
27
28

Manny M. Starr (319778)
manny@frontierlawcenter.com
 Daniel Ginzburg (327338)
dan@frontierlawcenter.com
 FRONTIER LAW CENTER
 23901 Calabasas Road, #2074
 Calabasas, CA 91302
 Telephone: (818) 914-3433
 Facsimile: (818) 914-3433

Attorneys for Plaintiff
 Robert Navarro

SUPERIOR COURT OF CALIFORNIA
 COUNTY OF LOS ANGELES

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

Plaintiff,

v.

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

Defendants.

CASE NO.: 20STCV16481

Action Filed: April 30, 2020

DECLARATION OF ROBERT NAVARRO
 IN SUPPORT OF MOTION FOR
 APPROVAL OF PAGA SETTLEMENT

Date: February 1, 2022

Time: 8:30 a.m.

Dept: 73

Reservation ID: 988872002772

I, ROBERT NAVARRO, declare under penalty of perjury as follows:

1. I am the Plaintiff in this action.

2. I have personal knowledge of the facts set forth below and if called to testify I could
 and would do so competently.

3. I was formerly employed by Defendant Allied Private Investigation & Security
 Services, Inc., ("Allied") as a security guard from January 2019 through January 2020.

4. While employed by Defendant, I was deprived of suitable seating, weekly pay
 pursuant to Labor Code section 201.3, proper compensation for all hours worked, reimbursement
 for work-related expenditures, full compensation upon termination, and compliant wage statements.

5. I understood that this action was being prosecuted on behalf of the State of

1 California as a private attorney general on my behalf and other aggrieved employees. During the
2 pendency of this lawsuit, I was required to provide assistance to my attorneys, including frequently
3 discussing the case with them and providing them with information. I have spent a significant
4 amount of time discussing this matter with my attorneys on many occasions and explaining my
5 understanding of the company's policies surrounding overtime, reimbursement, seating, and
6 frequency of pay. Further, I was involved in the negotiations that lead to the settlement in this
7 matter. I also reviewed and signed the MOU, Settlement Agreement, and this Declaration. In all, I
8 estimate that I spent approximately 15 hours on phone calls, communicating with my attorneys
9 through email, communicating with my attorneys by phone, and generally assisting my attorneys in
10 connection with this case. Throughout this case, I have continuously been kept apprised of the case
11 status.

12 6. I am aware and have been aware from the inception of the case, that there is the risk
13 that if I do not win, then I could be liable for Allied's costs. I accepted that risk in this case.

14 7. I understood from the inception of the case that a representative lawsuit could take
15 longer than an individual action and I accepted that burden.

16 8. I believe that the settlement is fair, adequate, and reasonable for the Aggrieved
17 Employees and the State of California. I am proud of the result and accomplishment of this lawsuit.
18 I feel that it is a positive accomplishment and understand that other Aggrieved Employees and the
19 State of California will benefit because of the actions that I have taken.

20 9. I believe my requested enhancement of \$12,000 is reasonable because I took the
21 time, effort, and risks to come forward regarding the violations alleged, which resulted in a fair
22 settlement for the Aggrieved Employees and the State of California.

23 10. Based on the above, I reiterate my full support for the entirety of the settlement and
24 request that the Court enter a Final Approval Order.

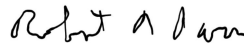
25 ///

26 ///

27 ///

1 I declare under penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct. Executed on November 11, 2021 in California.

DocuSigned by:



3219858633F14B2...

ROBERT NAVARRO

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

12 SUPERIOR COURT OF CALIFORNIA

13 COUNTY OF LOS ANGELES

14 ROBERT NAVARRO, on behalf of himself and
 15 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

)
) **DECLARATION OF MANNY STARR**
) **IN SUPPORT OF PLAINTIFF'S**
) **SECOND RENEWED MOTION FOR**
) **APPROVAL OF PAGA SETTLEMENT**

) **Date: February 1, 2022**

) **Time: 8:30 a.m.**

) **Dept: 73**

) **Reservation ID: 988872002772**

22 DECLARATION OF MANNY STARR

23 I, Manny Starr, declare the following:

24 1. I am an attorney duly licensed to practice law in the State of California. I am one of the
 25 attorneys representing Plaintiff Robert Navarro in the above captioned action. I am one of the
 26 managing partners of Frontier Law Center. Employment law is my primary area of practice. I have
 27 personal knowledge of the facts in this declaration and if called on to testify about the facts I could
 28 and would competently do so.

2. Plaintiff was formerly employed by Allied as a security guard from January 2019 through
 January 2020.

3. This action was filed in the Los Angeles Superior Court on April 30, 2020.

4. The parties attended mediation on April 6, 2021. Through the combination of informal

1 discovery, extensive negotiations, and mediation, the parties were able to reach an agreement; the
2 formal settlement was fully signed on April 13, 2021.

3 5. The case settled at mediation for \$120,000.00. A true and correct copy of the Settlement
4 Agreement and General Release is attached hereto as **Exhibit 1**.

5 6. To address the Court's concerns in its September 2, 2021 order denying Plaintiff's
6 Renewed Motion for Approval of PAGA Settlement, the parties revised the settlement agreement.
7 A true and correct copy of the Redlined version of the settlement agreement is attached hereto as
8 **Exhibit 2**.

9 7. The parties also revised the Notice to Aggrieved Employees such that the release language
10 in the notice matched the revised settlement agreement. A true and correct copy of the Redlined
11 version of the notice to aggrieved employees is attached hereto as **Exhibit 3**.

12 8. I believe this settlement is fair and reasonable given the facts of the case, Defendant's
13 affirmative defenses, the risks that Plaintiff faced in litigating this case to trial and based on my
14 assessment as an experienced employment law attorney.

15 9. In terms of my experience in this field, I have been named as Class Counsel in several class
16 actions, and have been lead counsel in several significant PAGA settlements that have been
17 granted final approval by the Superior Courts of California, including the following:

- 18 a. *Joshua Albright, et al. v. Loma Linda Shared Services*, Case No. CIVDS1818361:
19 Class action and PAGA case involving failure to pay wages, meal and rest break
20 violations, and failure to indemnify work related expenses; \$600,000.00
21 settlement; final approval granted;
- 22 b. *Tri Nguyen v First Alarm Security & Patrol, Inc.*, Case No. 18CV332369: class
23 action and PAGA case on behalf of security guards involving various wage and
24 hour issues; \$7,250,000 settlement; final approval granted;
- 25 c. *Ronnie McNeal v. Platinum Security, Inc.*, Case No. 19STCV05709: PAGA action
26 on behalf of security guards involving meal and rest break violations and failure to
27 pay wages in a timely manner; \$300,000 settlement; PAGA settlement approved;
- 28 d. *Adolph Cruz, et al v. Holder Construction Group, LLC*, Case No. 19CV341862:

- 1 PAGA action on behalf of construction workers involving off the clock work and
 2 meal and rest break violations; \$500,000 settlement; PAGA settlement approved;
 3 e. *Mervyn Cole v. Saucey, Inc.* Case No. BC707895: class action and PAGA case
 4 involving misclassification of employees and other wage and hour issues;
 5 \$590,000 settlement; final approval granted;
 6 f. *Kevin Hernandez v. Contemporary Services Corporation*, Case No. BC684206:
 7 PAGA action on behalf of security guards involving various wage and hour
 8 issues; \$795,000 settlement; PAGA settlement approved;
 9 g. *James Rushing v. Security Intelligence Specialist Corporation*, Case No. 18-civ-
 10 1808, class action and PAGA case on behalf of security guards for breaks and
 11 wage statement violations; \$480,000 settlement; final approval granted;
 12 h. *Veronica Espinoza v. Sharp HealthCare*, Case No. 37-2018-00034031-CU-OE-
 13 CTL, class action and PAGA case on behalf of hospital employees relating to
 14 meal and rest break violations, among other things; \$2,125,000 settlement; final
 15 approval granted; and
 16 i. *Anthony Gaines, et al. v. Triple Canopy, Inc.*, 1 Case No. 9CV345169, class action
 17 and PAGA case on behalf of approximately 550 security guards relating to meal
 18 and rest break violations and other wage and hour issues; \$2,300,000 settlement;
 19 final approval granted.

10. Plaintiff will file this Second Renewed Motion for PAGA Settlement Approval with the
 20 LWDA simultaneous with filing this motion with the Court, and will also serve counsel for
 21 Plaintiff in *Pratt v. Allied Private Investigation & Security Services, Inc.*, 19STCV36628.

11. Defendants have denied, and continue to deny, any liability for the above-mentioned labor
 23 code violations.

12. Plaintiff's counsel has spent a significant amount of time litigating this case, including time
 25 spent communicating with the clients, evaluating and analyzing the relevant legal theories, drafting
 26 and filing various PAGA letters, drafting and filing the complaint and first amended complaint,
 27 engaging in discovery, engaging an expert to perform an analysis on the time and payroll records,
 28

1 and attending mediation.

2 13. To date, Plaintiff's counsel has spent, approximately 199.05 hours litigating this case,
3 resulting in billable fees of approximately \$86,623.75, and expects to spend additional time on the
4 settlement approval and administration process as well. A breakdown of hours worked on this case
5 is attached as **Exhibit 4**.

6 14. The attorneys' fees sought are therefore reasonable in light of the work put into this case,
7 the strong public policy furthered by litigating PAGA cases, and the general complexity of
8 litigating PAGA cases.

9 15. To date, Plaintiff's counsel has incurred \$7,440.80 in costs. A breakdown of costs is
10 attached as **Exhibit 5**.

11 16. These costs include filing fees, service costs, costs to retain an expert to evaluate the time
12 and payroll records, mediation costs, and various other litigation costs.

13 17. Plaintiff participated in the discovery process, provided numerous documents to their
14 counsel for review, and spent several hours collectively on the phone answering questions about
15 the case.

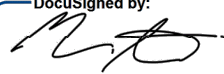
16 18. Furthermore, Plaintiff has agreed as part of the settlement to dismiss his individual causes
17 of action with prejudice (causes of action 1-5 in the Second Amended complaint) and waive all
18 known and unknown claims in exchange for an individual settlement payment of \$10,000.

19 19. I believe that Plaintiff's individual claims are worth \$15,483.30, exclusive of fees and
20 costs. This consists of \$2,100 in unpaid overtime, \$1,440 in liquidated damages, \$2,550 in wage
21 statement penalties, \$8,793.30 in waiting time penalties, and \$600 in unreimbursed work expenses.

22 20. Based on the foregoing, the court should thus approve the PAGA settlement and enter an
23 order dismissing this action with prejudice.

24 I declare under penalty of perjury under the laws of the State of California that the foregoing
25 is true and correct.

26
27 Date: November 11, 2021

DocuSigned by:

82E9DC9ABF854A6...

Manny Starr

EXHIBIT 1

PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698, ET SEQ.)
SETTLEMENT AGREEMENT AND GENERAL AND LIMITED RELEASE And
INDIVIDUAL CLAIMS RELEASE

Robert Navarro v. Allied Private Investigation & Security Services, Inc.
Superior Court of California County of Los Angeles Case No. 20STCV16481

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that settlement shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Section 1 or elsewhere in this Private Attorneys General Act (Labor Code § 2698, *et seq.*) Settlement Agreement and General and Limited Release (“Agreement”).

This Agreement is made by and between Allied Private Investigation & Security Services, Inc. (“Defendant”) and Robert Navarro (“Plaintiff”), for himself and on behalf of the State of California and other aggrieved employees pursuant to the California Private Attorneys General Act (“PAGA”) (Defendant and Plaintiff, as defined herein, are sometimes collectively referred to as the “Parties”).

The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and concluded by this Agreement, which is intended to effect and complete settlement of this matter.

Section 1. Definitions.

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

(a) “Action” means *Robert Navarro v. Allied Private Investigation & Security Services, Inc.*, Superior Court of California County of Los Angeles Case No. 20STCV16481.

(b) “Aggrieved Employees” means any and all current and former non-exempt employees of Defendant who worked within the State of California at any time during the Settlement Period. Defendant represents that as of May 17, 2021, there are approximately 809 Aggrieved Employees.

(c) “Complaint” means the April 30, 2019 Complaint Plaintiff filed in *Robert Navarro v. Allied Private Investigation & Security Services, Inc.*, Superior Court of California County of Los Angeles Case No. 20STCV16481; the First Amended Complaint filed by Plaintiff on September 1, 2020 in the same matter; and the Second Amended Complaint filed by Plaintiff on February 19, 2021 in the same matter. This action and the claims, causes of actions, and primary rights alleged therein, are also collectively referred to herein as the “Litigation.”

(d) “Court” means the Superior Court of California County of Los Angeles.

“Defense Counsel” means:

Joshua Z. Feldman, Esq.
Alexandra Bernstein, Esq.
LITTLER MENDELSON
2049 Century Park East, 5th Floor
Los Angeles, CA 90067
Tel: (310) 553-0308 / Fax: (310) 553-5583

(e) “LWDA” means the State of California, Labor and Workforce Development Agency.

(f) “Plaintiff’s Counsel” means:

Manny M. Starr
Daniel V. Ginzburg
Frontier Law Center
23901 Calabasas Road, STE #2074
Calabasas, CA 91302
Tel: (818) 914-3433 / Facsimile: (818) 914-3433

(g) “Effective Date” means the date this Agreement is approved as provided herein and the Court’s order granting approval of the Settlement and entry of Final Judgment becomes final and is no longer appealable. For purposes of this Agreement, “becomes final and is no longer appealable” shall mean the later of: (a) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the order and judgment approving this Agreement may be timely filed and none is filed (*i.e.*, 61 days from notice of entry of judgment); (b) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the order and judgment, the day after the last date for filing a request for further review of the order and judgment approving this Agreement passes, and no further review is requested; or (c) if an appeal is filed and the order approving this Agreement is affirmed and further review of the order is requested, the day after the review is finally resolved and the order and judgment approving this Agreement is affirmed.

(h) “Gross Settlement Fund” means the maximum sum of One Hundred Twenty Thousand Dollars and No Cents (\$120,000) that Defendant has agreed to pay pursuant to Section 3, below.

(i) “Plaintiff’s Settlement Payment” means the compensation to Plaintiff for the Released Individual Claims in consideration for a dismissal of his individual causes of action with prejudice, which is Ten Thousand Dollars and Zero Cents (\$10,000).

(j) “Gross PAGA Settlement Fund” means the Gross Settlement Fund minus Plaintiff’s Settlement Payment, which is One Hundred Ten Thousand Dollars and No Cents (\$110,000).

(k) “Employee PAGA Portion” is the total amount to be paid to the Aggrieved Employees, which will be 25% of the Net PAGA Fund, unless the Court determines otherwise.

(l) “Individual PAGA Payment” is the amount to be paid to each individual Aggrieved Employee from the Employee PAGA Portion, unless the Court determines otherwise.

(m) “LWDA Payment” is the amount to be paid to the LWDA, which will be 75% of the Net PAGA Fund, unless the Court determines otherwise.

(n) “Plaintiff’s Enhancement Payment” means the compensation to Plaintiff as a service award for bringing his PAGA claims, which is Two Thousand Dollars and Zero Cents (\$2,000.00).

(o) “Net PAGA Fund” means the amount remaining from the Gross PAGA Settlement Fund after the deduction of the Settlement Administration Costs, Plaintiff’s Enhancement Payment, and Attorneys’ Fees and Costs. The Net PAGA fund is \$59,083.33.

(p) “Released PAGA Claims” means any and 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.

(q) “Released Individual Claims” means any and all claims, including, but not limited to, any charges, complaints, liens, demands, causes of action, claims for relief, obligations, damages and liabilities, known or unknown, suspected or unsuspected, that Plaintiff had, now have, or may hereafter claim to have against the Released Parties, arising out of or relating in any way to Employee’s hiring by, employment with, and/or the separation of employment from the Company, or any of them, and all pre and post-separation acts or omissions through the Effective Date, any and all claims asserted in any administrative complaint filed by Employee with the LWDA, or asserted in the Lawsuit, and any and all claims that could have been asserted in the administrative complaint filed by Employee with the LWDA, if any, and/or in the Lawsuit, and any and all other claims, if any, against the Released Parties, or any of them, from the beginning of time through the Effective Date. To the fullest extent allowed under applicable law, this release extends to, without limitation, claims or causes of action for unpaid wages, including without limitation, claims for minimum wages, overtime wages, double time wages, shift differentials, meal period premiums, rest period premiums, unlawful wage deductions, wages due at separation from employment, and all other claims for unpaid wages, premiums, penalties, liquidated damages, interest and attorneys’ fees, and all claims for equitable relief, including claims for restitution and injunctive relief, under state and federal law, all claims for employee benefits, and all claims for intentional or negligent infliction of emotional distress, negligence, breach of an express or implied contract, wrongful termination, wrongful discharge, wrongful termination or discharge in violation of public policy, libel, slander, defamation, discrimination, harassment, retaliation, failure to prevent harassment, discrimination or retaliation, failure to accommodate, failure to engage in the interactive process, claims for unpaid wages, penalties,

premium pay, liquidated damages, interest and/or attorneys' fees under the California Labor Code and federal law, claims for loss of past, present and future earnings, and any and all other claims under the California Constitution, the United States Constitution, all state and federal fair employment laws, all state and federal equal employment opportunity laws, and all federal and state labor statutes and regulations, including, but not limited to, the Fair Labor Standards Act, as amended, the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, as amended, all other Civil Rights Act (including, without limitation, the Lily Ledbetter Act), the Worker Adjustment Retraining and Notification Act of 1988, as amended, the Americans With Disabilities Act of 1990, as amended, the Rehabilitation Act of 1973, as amended, the Employee Retirement Income Security Act of 1974, as amended, the Family and Medical Leave Act, as amended, the California Fair Employment and Housing Act, as amended, the California Family Rights Act, as amended, the California Labor Code, as amended (including, without limitation, California Labor Code sections 200, 204, 210, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 226.8, 510, 512, 558, 1194, 1197, 1197.1, 2698, et seq., 2699, et seq., 2699.3, 2699.5, and 2802), the California Civil Code, as amended, the California Penal Code, as amended, and the California Business and Professions Code, as amended (including Business and Professions Code section 17200), and all other state, federal and local laws and regulations (including, without limitation, CCR § 11010, and IWC Wage Order No. 5), and all amendments thereto, all common law claims, and all contract and tort claims from the beginning of time through the Effective Date; provided further, to the extent permitted by applicable law, and except as expressly set forth in this Agreement, Employee expressly waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding against the Released Parties based on any claim that is subject of this Agreement and this release. However, nothing in this Agreement shall be construed as a release of the Company's obligations under this Agreement (as approved by the Court). This release applies to all of Employee's known and unknown, suspected and not suspected, claims against Defendant and the Released Parties (except those claims which, by operation of applicable law, may not be the subject of a private release, including worker's compensation claims, unemployment claims and state and federal disability insurance claims);

(r) "Released Parties" means Defendant and each of its past, present, and future parents, affiliates (including, but not limited to: subsidiaries, divisions, predecessors, successors, partners, joint venturers, affiliated organizations, shareholders, insurers, reinsurers and assigns, and each of their past, present and future officers, directors, managers, members, trustees, agents, employees, attorneys, contractors, representatives, benefits plans sponsored or administered by the Released Parties, divisions, units, and branches, and any other persons or entities acting on behalf of or in concert with any of the foregoing.

(s) "Settlement" means the terms and conditions memorialized in the Agreement.

(t) "Settlement Administrator" means Phoenix Settlement Administrators, a third-party administrator who shall administer the settlement in accordance with this Agreement. The costs of the Settlement Administrator to perform its duties under this Agreement are currently estimated not to exceed \$4,250.00 ("Settlement Administration Costs").

(u) “Settlement Period” means the time period beginning from June 1, 2019 through April 13, 2021.

Section 2. Background.

(a) On April 30, 2019, Plaintiff filed a Complaint in Los Angeles Superior Court alleging the following in his individual basis: failure to pay hourly and overtime wages; failure to reimburse required business expenses; failure to provide suitable seating; failure to furnish itemized wage statements; failure to pay all wages upon conclusion of employment; and unlawful and/or unfair business practices. On June 1, 2020, Plaintiff filed a letter with the LWDA alleging on behalf of Aggrieved Employees from underpayment of wages, failure to pay minimum wage, wage statement violations, and suitable seating. On September 1, 2020, Plaintiff amended his First Amended Complaint to include a PAGA claims for all claims (including reimbursements, failure to pay all wages upon conclusion of employment, and overtime pursuant to Labor Code 510). On December 8, 2020, Plaintiff submitted another letter to the LWDA alleging that Allied was a Temporary Services Employer and that Allied failed to pay Aggrieved Employees weekly as required by California Labor Code section 201.3. On February 19, 2021 Plaintiff filed his Second Amended Complaint to include a PAGA claim for failing to pay weekly as required by Labor Code section 201.3.

(b) Defendant denies all of the allegations in the Complaint and denies that it has committed or is liable for any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind.

(c) The Parties reached this settlement only after conducting extensive investigation of the facts and law. The Parties believe and agree this Settlement provides for a fair, adequate, and reasonable resolution of the Litigation and have arrived at the Settlement after extensive, arms-length negotiations, including use of a private mediator, taking into account all relevant factors, present and potential.

(d) The Parties understand, acknowledge, and agree this Agreement constitutes a compromise of the Released Claims. It is also the desire and intention of the Parties to implement a final and complete resolution of the Litigation. The Parties further acknowledge nothing in this Agreement shall be construed as an admission by Defendant of liability.

(e) This Agreement contemplates (1) entry of an Order by the Court approving this settlement; (2) an Order entering Judgment; and (3) all parties bearing their respective fees and costs except as expressly provided in this Agreement.

Section 3. Terms of Agreement.

(a) Gross Settlement Fund. Defendant agrees to pay \$120,000 on a non-reversionary basis as a full, complete and final settlement of the Action.

(b) Net PAGA Fund. The Net PAGA Fund shall represent California Labor Code Section 2699 penalties, of which 75% of the amount will be paid to the LWDA as the LWDA Payment and 25% will be paid to Aggrieved Employees as Individual PAGA Payments (i.e.,

Employee PAGA Portion), unless the Court determines otherwise. A reallocation of the Net PAGA Fund directed by the Court shall not be a basis for either side to void the Agreement. Aggrieved Employees will be issued Form 1099 (if applicable) for their Individual PAGA Payment. The Individual PAGA Payment for each Aggrieved Employee will be based on the number of biweekly payroll periods that each Aggrieved Employee was actively employed during the Settlement Period ("Pay Periods"). Subject to Court approval of the Attorney Fees, Costs, Plaintiff's Settlement Payment, Plaintiff's Enhancement Payment, and Settlement Administrator Costs, the Net PAGA Fund equals \$59,083.33, of which \$14,770.83 will be distributed among the Aggrieved Employees as set forth above, and the remaining \$44,312.50 will be paid to the LWDA.

(c) Escalator Clause. Defendant represents that from June 1, 2020 to March 3, 2021, there were approximately 8,528 total Pay Periods for all Aggrieved Employees. If the actual number of Pay Periods during the Settlement Period is more than 10% above 8,528, the Gross Settlement Fund shall be increased by the percentage that the actual number exceeds 8,528.

(d) Attorneys' Fees and Costs and Plaintiff's Enhancement Payment. Plaintiff's Counsel and Plaintiff will request and be paid, subject to approval by the Court, an amount of \$36,666.67 for attorneys' fees ("Attorneys' Fees") and reimbursement of actual litigation costs of \$8,000 as approved by the Court ("Costs") (together, "Attorneys' Fees and Costs"), and payment of \$2,000 to Plaintiff as an enhancement payment from the Gross PAGA Settlement Fund. Defendant will not oppose these requests. Any reduction in this payment by the Court is not grounds to void this Agreement and any funds requested but not awarded as Attorneys' Fees and Costs will become part of the Net PAGA Fund pursuant to the distribution terms of the Agreement or any terms imposed by the Court. Plaintiff shall not have the right to revoke the Agreement if the Court reduces or does not approve the requested Attorneys' Fees and Costs, although Plaintiff shall retain the right to appeal any reduction of Attorneys' Fees and Costs.

(1) The Settlement Administrator will issue IRS Forms 1099 to Plaintiff's Counsel as required by IRS regulations. Plaintiff's Counsel shall bear full responsibility for the payment of any taxes or withholdings arising from the Attorneys' Fees and Costs. Such Attorneys' Fees and Costs shall include and satisfy all past and future fees and costs incurred to prosecute and settle the Litigation and obtain the order of approval and judgment.

(2) Any expenses for the purchase of an annuity by the Settlement Administrator shall be paid separately by Plaintiff's Counsel and shall not be included within the Settlement Administration Costs. Defendant and Defendant's counsel shall not be liable for any expenses associated with the purchase of an annuity by the Settlement Administrator.

(3) Except as expressly provided herein, Defendant and Plaintiff shall each bear their own attorneys' fees and costs.

(e) Settlement Administration Costs. The Settlement Administration Costs shall not exceed \$4,250.00, subject to Court approval, and shall include all costs of administering the settlement, including, but not limited to, all tax document preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees associated with preparing, issuing and mailing any and all notices and other correspondence to Aggrieved

Employees; all costs and fees associated with communicating with Aggrieved Employees, Plaintiff's Counsel, and Defendant's Counsel; all costs and fees associated with computing, processing, reviewing, and making payments to Aggrieved Employees; costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency; and any other cost and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its duties under this Agreement.

Section 4. Cooperation.

The Parties will cooperate in obtaining through written stipulation or unopposed motion, an Order from the Court approving the terms of this Agreement at the earliest possible date. The Parties agree to use their best efforts to expedite the preparation and submission of the settlement documents. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to the approval of this Agreement.

Section 5. Submission to LWDA and Court Approval.

The Parties will seek to obtain Court approval of this Agreement by way of a stipulation or unopposed motion to be filed by Plaintiff's Counsel. If approval is sought by way of motion, Plaintiff's Counsel shall prepare, file, and serve the motion for approval of the Agreement and proposed judgment and order, which shall declare that Plaintiff, the LWDA, and the Aggrieved Employees (to the fullest extent allowed under law) are bound by the release of the Released Claims as defined in Section 1(m) and set forth herein. Plaintiff's Counsel shall submit the Agreement to the Court and LWDA, as necessary under California Labor Code § 2699(1) and any other applicable provision. Should either Party fail to act and/or facilitate submission of this Agreement for approval by the Court, the other party may seek to obtain court approval of the Agreement. The Court's approval of this Agreement shall be embodied in a written Order, which shall be submitted to the LWDA. Should the Court not grant approval of this Agreement, then the entirety of the Agreement shall be null and void, unless otherwise agreed upon in writing by the Parties.

Section 6. Notice to Aggrieved Employees and Settlement Payment Procedures.

(a) List of Aggrieved Employees:

(1) No later than twenty (20) calendar days after the Court enters an Order approving the terms of this Agreement, Defendant shall provide the Settlement Administrator with a list of the Aggrieved Employees (the "Aggrieved Employees List"). The Aggrieved Employees List shall include each Aggrieved Employee's (1) full name, (2) last known address, (3) last known phone number, (4) pertinent dates of employment and corresponding number of Pay Periods, and (5) Social Security number. This information shall be treated as and remain confidential and shall be used solely to manage the notice and settlement administration process described herein, shall not be disclosed to anyone other than the Settlement Administrator, except as necessary to applicable taxing authorities, or pursuant to express written authorization of Defendant, the individual in question, or by order of the Court.

(2) The Settlement Administrator shall conduct one National Change of Address (“NCOA”) search for all Aggrieved Employees identified on the Aggrieved Employees List. No later than ten (10) business days after the Effective Date, the Settlement Administrator shall mail the Cover Letter (attached hereto as “Exhibit A”) and each Individual PAGA Payment (together, “Payment Packet”) to all Aggrieved Employees by first-class United States mail, postage prepaid, to the last known address of each Aggrieved Employee with directions to the Postmaster to forward the Payment Packet and return all undeliverable Payment Packets to the Settlement Administrator. For each Payment Packet that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the Aggrieved Employee by using an address refresher database.

(3) All costs incurred by the Settlement Administrator in connection with the current settlement, whether foreseen or not, shall be paid out of the Gross Settlement Fund.

(b) Payments to Aggrieved Employees

(1) All Individual PAGA Payments to Aggrieved Employees will be calculated according to each of their number of Pay Periods, by dividing each Aggrieved Employee’s individual number of Pay Periods by the total number of Pay Periods of all Aggrieved Employees, and multiplying the resulting figure by the Employee PAGA Portion.

(2) Individual PAGA Payments are considered 100% penalties and will not be subject to local, state or federal tax withholdings. All Aggrieved Employees who cash, deposit, or negotiate their Individual PAGA Payment check may receive an IRS Form 1099 reflecting this portion of the Settlement.

(3) The Individual PAGA Payment checks issued to Aggrieved Employees shall remain valid and negotiable for one hundred eighty (180) calendar days. Thereafter, all checks that have not been cashed, deposited, or otherwise negotiated shall be voided and the funds represented thereby shall be paid to The State Bar of California Justice Gap Fund by the Settlement Administrator.

(4) In no event will any funds or payment be due by Defendant prior to the Effective Date of this Agreement.

(c) Payments to the LWDA, Plaintiff’s Counsel, Plaintiff, and the Settlement Administrator

Payments to Plaintiff’s Counsel for Attorneys’ Fees and Costs, payment to Plaintiff, and payment to the Aggrieved Employees will be deposited with the Settlement Administrator in the following manner from the date of Court approval of the Settlement.

Payment (1) due 15 days from Court approval of the Settlement in the amount of \$29,000.

Payment (2) due 45 Days from Court approval of the Settlement in the amount of \$25,000.

Payment (3) due 75 days from Court approval of the Settlement in the amount of \$21,687.50.

Upon receipt of payments 1, 2, and 3 in full by the Settlement Administrator, the Settlement Administrator will disburse the Attorneys' Fees, Costs, payment to Plaintiff, Settlement Administration Costs, and payment to the Aggrieved Employees in the manner described in section 6(b) above.

No later than Three Hundred and Sixty-Five (365) days from Court approval of the Settlement, the Defendant shall mail the Court-approved LWDA Payment of \$44,312.50 to the LWDA.

Section 7. Disputes Relating to Settlement Administration.

Any disputes concerning administration of the Settlement which cannot be resolved by the Parties shall be submitted to and resolved by the Court.

Section 8. Judgment.

Upon payment of the entire Gross Settlement Fund by Defendant and distribution of the Gross Settlement Fund by the Settlement Administrator in accordance with this Agreement, Plaintiff and Defendant will jointly submit a Notice of Satisfaction of Judgment.

Section 9. No Admission of Wrongdoing.

This Agreement and compliance with the Agreement shall not constitute an admission by Defendant of any liability whatsoever, or an admission by Defendant of any violations of Plaintiff's rights, violation of any order, law, statute, duty or contract whatsoever. Defendant specifically disclaims any liability to Plaintiff or any other allegedly Aggrieved Employee for any alleged violation of his/her rights, or for any alleged violation of any order, law, statute, duty or contract.

Section 10. Non-Evidentiary Use.

Neither this Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, or their respective counsel in the Litigation or in any other action or proceeding provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement, including use by Defendant to attempt to establish that an Aggrieved Employee or the LWDA has resolved or has been compensated for any claims made by that employee or the LWDA.

Section 11. Impact of Non-Approval by Court.

(a) Should the Court not approve this Agreement in its entirety, the Parties shall request leave and work jointly to make reasonable efforts to remedy the settlement in order to obtain the Court's approval.

(b) If the Court ultimately fails to approve this Agreement after the Parties' joint

attempt to remedy the issues, then this Agreement shall be considered null and void and neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect and shall not be referred to or used for any purpose whatsoever. All Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court.

(c) Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect. Material terms of this Agreement include: the definition of Aggrieved Employees (Section 1(b)); the definition of Effective Date (Section 1(g)); the definition of Settlement Period (Section 1(q)); the definition of Released Claims (Section 1(m)); the definition of Released Parties (Section 1(n)); the definition of Gross Settlement Fund (Section 3(a)); the requirement for entry of an Order by the Court approving this Agreement and entering Judgment as contemplated in Section 5.

Section 12. Releases.

a) Release by Plaintiff, Aggrieved Employees, and the State of California. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge disputes and claims arising from or related to the Action. Upon entry of the Order approving the Settlement and payment of the Gross Settlement Fund as described in this Agreement, Plaintiff, the Aggrieved Employees, and the State of California shall be bound by this Agreement and shall have recourse exclusively to the benefits, rights, and remedies provided hereunder. Plaintiff, the Aggrieved Employees and the State of California shall be deemed to have, and by operation of the Order granting approval of this Agreement, shall have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from the Released Claims.

b) Release by Plaintiff. Upon entry of the Order approving the Settlement and payment of the Gross Settlement Fund as described in this Agreement, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff, individually and on behalf of his heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, arising out of or related to Defendant's employment of Plaintiff, which Plaintiff has or may have during the Settlement Period. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff's employment with Defendant and the termination of that employment, including without limitation claims arising under federal, state or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990, and the Age Discrimination in Employment Act.

Section 13. Voluntaryness.

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

Section 14. Representations and Warranties.

Plaintiff represents and warrants that he has the right and exclusive authority to execute this Agreement. Each Party to this Agreement also represents and warrants to, and agrees with, each other Party hereto as follows:

(a) Each Party has carefully read and knows and understands the full contents of this Agreement and is voluntarily entering into this Agreement after having received independent legal advice from his or its attorneys with respect to the advisability of making the Settlement provided for herein and the advisability of executing this Agreement.

(b) Each Party to this Agreement has investigated the facts relevant to this settlement and this Agreement, and all matters pertaining thereto, to the fullest extent that each Party deems necessary.

(c) Each separately-numbered section or paragraph in this Agreement is contractual, not merely a recital.

(d) Each of the Parties has participated in the drafting of all provisions of this Agreement, has had an adequate opportunity to read, review, and consider the effect of the language of this Agreement, and has agreed to its terms.

Section 15. Revocation.

Plaintiff agrees that his waiver and release of rights and claims as set forth herein is knowing and voluntary and that Plaintiff is receiving consideration herein which may be in addition to anything of value to which he is already entitled. Plaintiff acknowledges the following: (a) Plaintiff are represented by and consulted with his attorneys prior to executing this Agreement; (b) this Agreement has been written in a manner calculated to be understood by Plaintiff, and Plaintiff has consulted his attorneys if Plaintiff does not understand any provisions contained in this Agreement; (c) the individual release and waiver in this Agreement specifically covers any claims of age discrimination; (d) this Agreement does not waive rights or claims that may arise after Plaintiff executes it; (e) Plaintiff had twenty-one (21) days to consider this Agreement but can elect to sign it sooner; and (f) Plaintiff is provided with a seven (7) day period to revoke this Agreement by delivering written notification of revocation in person or by messenger addressed to counsel for Defendant, which will expire seven (7) days after they execute this Agreement. Plaintiff acknowledges and agrees that, in the event that Plaintiff revokes this Agreement pursuant to this provision, Plaintiff will not be entitled to receive any payments, and this Agreement will be null and void *ab initio*.

///

Section 16. Amendments and Waiver.

This Agreement may not be changed, altered, or modified, except in writing signed by counsel for the Parties and approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement, unless expressly stated otherwise.

Section 17. Successors and Assigns.

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, Plaintiff's Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person. Plaintiff expressly warrants that she has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

Section 18. Governing Law.

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, and in all cases shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties hereto. The Court will retain continuing jurisdiction to enforce the Agreement.

Section 19. Entire Agreement.

This Agreement, including the Exhibit referred to herein, which forms an integral part hereof, contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Action.

Section 20. Counterparts.

The Parties may execute this Agreement in counterparts, and execution of counterparts will have the same force and effect as if all Parties signed the same instrument. Electronic, facsimile or .pdf copies of any such signed counterparts may be used in lieu of the original for any purpose.

Section 21. Dispute(s).

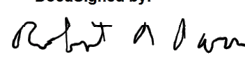
Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, the Parties agree to submit any such dispute(s) to the Court.

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement and Limited Release on the date set forth.

APPROVED AND ACCEPTED.

PLAINTIFF

Dated: November 11, 2021

DocuSigned by:

By 3210858633F14B2...
Robert Navarro

DEFENDANT: Allied Private Investigation &
Security Services, Inc.

Dated: October __, 2021

By _____

Name:

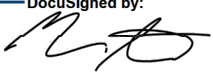
Title:

On behalf of Allied Private Investigation & Security
Services, Inc.

APPROVED AS TO FORM:

Dated: November 11, 2021

Frontier Law Center

DocuSigned by:

By 82E9DC9ABF854A6...

Manny M. Starr
Daniel V. Ginzburg
Attorneys for Plaintiff Robert Navarro

Dated: October __, 2021

Littler Mendelson, P.C.

By _____

Joshua Z. Feldman
Alexandra Bernstein

*Attorneys for Allied Private Investigation &
Security Services, Inc.*

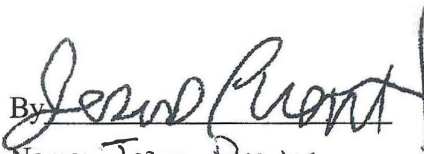
PLAINTIFF

Dated: October __, 2021

By _____
Robert Navarro

DEFENDANT: Allied Private Investigation &
Security Services, Inc.

Dated: October 28, 2021

By 
Name: JESUS PUENTE
Title: CEO

On behalf of Allied Private Investigation & Security
Services, Inc.

APPROVED AS TO FORM:

Dated: October __, 2021

Frontier Law Center

By _____
Manny M. Starr
Daniel V. Ginzburg
Attorneys for Plaintiff Robert Navarro

Dated: November 4, 2021

Littler Mendelson, P.C.

By 
Joshua Z. Feldman
Alexandra Bernstein

*Attorneys for Allied Private Investigation &
Security Services, Inc.*

Exhibit A

Robert Navarro v. Allied Private Investigation & Security Services, Inc.
Superior Court of California County of Los Angeles Case No. 20STCV16481

[Claims Administrator Name]

[Address]

[Phone Number]

«Barcode»

«BarcodeString»

SIMID «SIMID»

«FirstName» «LastName»

XXX – XX - ____ ____ ____

«Address1» «Address2»

Social Security Number

«City» «State» «Zip»

Plaintiff Robert Navarro (“Plaintiff”), in his capacity as a private attorney general, sued Allied Private Investigation & Security Services, Inc. (“Defendant”) for civil penalties pursuant to the California Private Attorney General Act of 2004 (“PAGA”). Plaintiff claims Defendant violated the California Labor Code with respect to Defendant’s non-exempt employees in California between June 1, 2019 and April 13, 2021 (“Settlement Period”) by, among other things, failure to properly compensate at proper rate of overtime pay, failure to provide reimbursement, failure to provide suitable seating, failure to provide accurate wage statements, failure to pay wages upon conclusion of employment, and failing to pay weekly as required by Labor Code section 201.3. Defendant denies all liability, and asserts that it has fully complied with all applicable wage-and-hour laws, and the Court has made no finding of liability or violation. Nevertheless, the Parties have entered into a settlement with Plaintiff solely for purposes of resolving this dispute on his behalf and on behalf of non-exempt employees of Defendant who worked in California at any time during the Settlement Period (the “Aggrieved Employees”). The settlement has been approved by the Superior Court of California County of Los Angeles in the above case (the “Settlement”).

The Parties have agreed that a portion of the settlement will be distributed on a pro rata basis to Aggrieved Employees (“Employee PAGA Portion”). Defendant’s records show that you worked at Defendant’s or a related entity, as a non-exempt employee in California for some period of time during the Settlement Period. As an Aggrieved Employee, you will receive a pro rata share of the Employee PAGA Portion based on Defendant’s records of the number of pay periods you worked during the Settlement Period, which in your case is [insert number of pay periods]. Based on Defendant’s records, you are receiving approximately \$ ____.

The Settlement settles and permanently resolves any and 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. The “Released Parties” are Defendant and each of its past, present, and future parents, affiliates, subsidiaries, divisions, predecessors, successors, partners, joint venturers, affiliated organizations, shareholders, insurers, reinsurers and assigns, and each of their past, present and future officers, directors, managers, members, trustees, agents, employees, attorneys, contractors, representatives, benefits plans sponsored or administered by the Released Parties, divisions, units, and branches, and any other persons or entities acting on behalf of or in concert with any of the foregoing.

Please Note: You have one hundred eighty (180) calendar days to cash the enclosed check or it will be null and void and the settled claims from the Settlement will remain binding and enforceable as to you. Individual settlement payments are subject to taxation and will be reported to the IRS and state tax authorities. You will receive appropriate tax forms pertaining to your individual settlement payment.

Do not call or write the Court or Office of the Clerk to ask questions about the settlement or to ask questions about the claims process. Contact the settlement administrator at [insert] with any questions.

EXHIBIT 2

PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698, ET SEQ.)
SETTLEMENT AGREEMENT AND GENERAL AND LIMITED RELEASE And
INDIVIDUAL CLAIMS RELEASE

Robert Navarro v. Allied Private Investigation & Security Services, Inc.
Superior Court of California County of Los Angeles Case No. 20STCV16481

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that settlement shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Section 1 or elsewhere in this Private Attorneys General Act (Labor Code § 2698, *et seq.*) Settlement Agreement and General and Limited Release (“Agreement”).

This Agreement is made by and between Allied Private Investigation & Security Services, Inc. (“Defendant”) and Robert Navarro (“Plaintiff”), for himself and on behalf of the State of California and other aggrieved employees pursuant to the California Private Attorneys General Act (“PAGA”) (Defendant and Plaintiff, as defined herein, are sometimes collectively referred to as the “Parties”).

The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and concluded by this Agreement, which is intended to effect and complete settlement of this matter.

Section 1. Definitions.

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

(a) “Action” means *Robert Navarro v. Allied Private Investigation & Security Services, Inc.*, Superior Court of California County of Los Angeles Case No. 20STCV16481.

(b) “Aggrieved Employees” means any and all current and former non-exempt employees of Defendant who worked within the State of California at any time during the Settlement Period. Defendant represents that as of ~~the date of signing this Agreement~~ May 17, 2021, there are approximately 809 Aggrieved Employees.

(c) “Complaint” means the April 30, 2019 Complaint Plaintiff filed in *Robert Navarro v. Allied Private Investigation & Security Services, Inc.*, Superior Court of California County of Los Angeles Case No. 20STCV16481; the First Amended Complaint filed by Plaintiff on September 1, 2020 in the same matter; and the Second Amended Complaint filed by Plaintiff on February 19, 2021 in the same matter. This action and the claims, causes of actions, and primary rights alleged therein, are also collectively referred to herein as the “Litigation.”

(d) “Court” means the Superior Court of California County of Los Angeles.

“Defense Counsel” means:

Joshua Z. Feldman, Esq.
Alexandra Bernstein, Esq.
LITTLER MENDELSON
2049 Century Park East, 5th Floor
Los Angeles, CA 90067
Tel: (310) 553-0308 / Fax: (310) 553-5583

(e) “LWDA” means the State of California, Labor and Workforce Development Agency.

(f) “Plaintiff’s Counsel” means:

Manny M. Starr
Daniel V. Ginzburg
Frontier Law Center
23901 Calabasas Road, STE #2074
Calabasas, CA 91302
Tel: (818) 914-3433 / Facsimile: (818) 914-3433

(g) “Effective Date” means the date this Agreement is approved as provided herein and the Court’s order granting approval of the Settlement and entry of Final Judgment becomes final and is no longer appealable. For purposes of this Agreement, “becomes final and is no longer appealable” shall mean the later of: (a) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the order and judgment approving this Agreement may be timely filed and none is filed (*i.e.*, 61 days from notice of entry of judgment); (b) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the order and judgment, the day after the last date for filing a request for further review of the order and judgment approving this Agreement passes, and no further review is requested; or (c) if an appeal is filed and the order approving this Agreement is affirmed and further review of the order is requested, the day after the review is finally resolved and the order and judgment approving this Agreement is affirmed.

~~(h)(a) “Employee PAGA Portion” is the total amount to be paid to the Aggrieved Employees, which will be 25% of the Net PAGA Fund, unless the Court determines otherwise.~~

~~(+)(h)~~ “Gross ~~PAGA~~ Settlement Fund” means the maximum sum of One Hundred Twenty Thousand Dollars and No Cents (\$120,000) that Defendant has agreed to pay pursuant to Section 3, below.

(i) “Plaintiff’s Settlement Payment” means the compensation to Plaintiff for the Released Individual Claims in consideration for a dismissal of his individual causes of action with prejudice, which is Ten Thousand Dollars and Zero Cents (\$10,000).

(j) “Gross PAGA Settlement Fund” means the Gross Settlement Fund minus Plaintiff’s Settlement Payment, which is One Hundred Ten Thousand Dollars and No Cents (\$110,000).

(k) “Employee PAGA Portion” is the total amount to be paid to the Aggrieved Employees, which will be 25% of the Net PAGA Fund, unless the Court determines otherwise.

(l) “Individual PAGA Payment” is the amount to be paid to each individual Aggrieved Employee from the Employee PAGA Portion, unless the Court determines otherwise.

(m) “LWDA Payment” is the amount to be paid to the LWDA, which will be 75% of the Net PAGA Fund, unless the Court determines otherwise.

(n) “Plaintiff’s Enhancement Payment” means the compensation to Plaintiff as a service award for bringing his PAGA claims, which is Two Thousand Dollars and Zero Cents (\$2,000.00).

(o) “Net PAGA Fund” means the amount remaining from the Gross PAGA Settlement Fund after the deduction of the Settlement Administration Costs, ~~the service award to Plaintiff~~ Plaintiff’s Enhancement Payment, and Attorneys’ Fees and Costs. The Net PAGA fund is \$59,083.33.

(p) “Released PAGA Claims” means any and 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., ~~arising from, based on, or related for the claims brought forth in Plaintiff’s letters to the factual allegations of the Complaint, including, but not limited to, LWDA which are: alleged violations of California Labor Code §§ 201, 201.3, 202, 203, 204, 210, 226, 226.3, 510, 558, 1174.1, 1194, 1197, 1197.1, and 1198, and 2802 and the applicable Industrial Wage Order(s), including the primary rights of each provision of the State of California under PAGA, and including the PAGA penalty claims described in the PAGA letters of Robert Navarro dated June 1, 2020 and December 8, 2020. In addition, on an individual basis, any and all claims as they relate to Navarro that are not already listed including, but not limited to California Civil Code of Procedure 382, and business and Professions Code section 17200, et seq., and the applicable Wage Orders, regulations, and statutes.~~ 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.

(q) “Released Individual Claims” means any and all claims, including, but not limited to, any charges, complaints, liens, demands, causes of action, claims for relief, obligations, damages and liabilities, known or unknown, suspected or unsuspected, that Plaintiff had, now have, or may hereafter claim to have against the Released Parties, arising out of or relating in any way to Employee’s hiring by, employment with, and/or the separation of employment from the Company, or any of them, and all pre and post-separation acts or omissions through the Effective Date, any and all claims asserted in any administrative complaint filed by Employee with the LWDA, or asserted in the Lawsuit, and any and all claims that could have been asserted in the administrative complaint filed by Employee with the LWDA, if any, and/or in the Lawsuit, and any and all other claims, if any, against the Released Parties, or any of them, from the beginning of time through the Effective Date. To the fullest extent allowed under applicable law, this release extends to, without limitation, claims or causes of action for unpaid wages, including

without limitation, claims for minimum wages, overtime wages, double time wages, shift differentials, meal period premiums, rest period premiums, unlawful wage deductions, wages due at separation from employment, and all other claims for unpaid wages, premiums, penalties, liquidated damages, interest and attorneys' fees, and all claims for equitable relief, including claims for restitution and injunctive relief, under state and federal law, all claims for employee benefits, and all claims for intentional or negligent infliction of emotional distress, negligence, breach of an express or implied contract, wrongful termination, wrongful discharge, wrongful termination or discharge in violation of public policy, libel, slander, defamation, discrimination, harassment, retaliation, failure to prevent harassment, discrimination or retaliation, failure to accommodate, failure to engage in the interactive process, claims for unpaid wages, penalties, premium pay, liquidated damages, interest and/or attorneys' fees under the California Labor Code and federal law, claims for loss of past, present and future earnings, and any and all other claims under the California Constitution, the United States Constitution, all state and federal fair employment laws, all state and federal equal employment opportunity laws, and all federal and state labor statutes and regulations, including, but not limited to, the Fair Labor Standards Act, as amended, the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, as amended, all other Civil Rights Act (including, without limitation, the Lily Ledbetter Act), the Worker Adjustment Retraining and Notification Act of 1988, as amended, the Americans With Disabilities Act of 1990, as amended, the Rehabilitation Act of 1973, as amended, the Employee Retirement Income Security Act of 1974, as amended, the Family and Medical Leave Act, as amended, the California Fair Employment and Housing Act, as amended, the California Family Rights Act, as amended, the California Labor Code, as amended (including, without limitation, California Labor Code sections 200, 204, 210, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 226.8, 510, 512, 558, 1194, 1197, 1197.1, 2698, et seq., 2699, et seq., 2699.3, 2699.5, and 2802), the California Civil Code, as amended, the California Penal Code, as amended, and the California Business and Professions Code, as amended (including Business and Professions Code section 17200), and all other state, federal and local laws and regulations (including, without limitation, CCR § 11010, and IWC Wage Order No. 5), and all amendments thereto, all common law claims, and all contract and tort claims from the beginning of time through the Effective Date; provided further, to the extent permitted by applicable law, and except as expressly set forth in this Agreement, Employee expressly waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding against the Released Parties based on any claim that is subject of this Agreement and this release. However, nothing in this Agreement shall be construed as a release of the Company's obligations under this Agreement (as approved by the Court). This release applies to all of Employee's known and unknown, suspected and not suspected, claims against Defendant and the Released Parties (except those claims which, by operation of applicable law, may not be the subject of a private release, including worker's compensation claims, unemployment claims and state and federal disability insurance claims);

(b)(7)(r) "Released Parties" means Defendant and each of its past, present, and future parents, affiliates (including, but not limited to: subsidiaries, divisions, predecessors, successors, partners, joint venturers, affiliated organizations, shareholders, insurers, reinsurers and assigns, and each of their past, present and future officers, directors, managers, members, trustees, agents, employees, attorneys, contractors, representatives, benefits plans sponsored or administered by

the Released Parties, divisions, units, and branches, and any other persons or entities acting on behalf of or in concert with any of the foregoing.

~~(p)~~(s) “Settlement” means the terms and conditions memorialized in the Agreement.

~~(p)~~(t) “Settlement Administrator” means Phoenix Settlement Administrators, a third-party administrator who shall administer the settlement in accordance with this Agreement. The costs of the Settlement Administrator to perform its duties under this Agreement are currently estimated not to exceed \$4,250.00 (“Settlement Administration Costs”).

~~(p)~~(u) “Settlement Period” means the time period beginning from June 1, 2019 through April 13, 2021.

Section 2. Background.

(a) On April 30, 2019, Plaintiff filed a Complaint in Los Angeles Superior Court alleging the following in his individual basis: failure to pay hourly and overtime wages; failure to reimburse required business expenses; failure to provide suitable seating; failure to furnish itemized wage statements; failure to pay all wages upon conclusion of employment; and unlawful and/or unfair business practices. On June 1, 2020, Plaintiff filed a letter with the LWDA alleging on behalf of Aggrieved Employees from underpayment of wages, failure to pay minimum wage, wage statement violations, and suitable seating. On September 1, 2020, Plaintiff amended his First Amended Complaint to include a PAGA claims for all claims (including reimbursements, failure to pay all wages upon conclusion of employment, and overtime pursuant to Labor Code 510). On December 8, 2020, Plaintiff submitted another letter to the LWDA alleging that Allied was a Temporary Services Employer and that Allied failed to pay Aggrieved Employees weekly as required by California Labor Code section 201.3. On February 19, 2021 Plaintiff filed his Second Amended Complaint to include a PAGA claim for failing to pay weekly as required by Labor Code section 201.3.

(b) Defendant denies all of the allegations in the Complaint and denies that it has committed or is liable for any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind.

(c) The Parties reached this settlement only after conducting extensive investigation of the facts and law. The Parties believe and agree this Settlement provides for a fair, adequate, and reasonable resolution of the Litigation and have arrived at the Settlement after extensive, arms-length negotiations, including use of a private mediator, taking into account all relevant factors, present and potential.

(d) The Parties understand, acknowledge, and agree this Agreement constitutes a compromise of the Released Claims. It is also the desire and intention of the Parties to implement a final and complete resolution of the Litigation. The Parties further acknowledge nothing in this Agreement shall be construed as an admission by Defendant of liability.

(e) This Agreement contemplates (1) entry of an Order by the Court approving this settlement; (2) an Order entering Judgment; and (3) all parties bearing their respective fees and costs except as expressly provided in this Agreement.

Section 3. Terms of Agreement.

(a) Gross Settlement Fund. Defendant agrees to pay \$120,000 on a non-reversionary basis as a full, complete and final settlement of the Action.

(b) Net PAGA Fund. The Net PAGA Fund shall represent California Labor Code Section 2699 penalties, of which 75% of the amount will be paid to the LWDA as the LWDA Payment and 25% will be paid to Aggrieved Employees as Individual PAGA Payments (i.e., Employee PAGA Portion), unless the Court determines otherwise. A reallocation of the Net PAGA Fund directed by the Court shall not be a basis for either side to void the Agreement. Aggrieved Employees will be issued Form 1099 (if applicable) for their Individual PAGA Payment. The Individual PAGA Payment for each Aggrieved Employee will be based on the number of biweekly payroll periods that each Aggrieved Employee was actively employed during the Settlement Period ("Pay Periods"). Subject to Court approval of the Attorney Fees, Costs, Plaintiff's ~~individual payment~~ Settlement Payment, Plaintiff's Enhancement Payment, and Settlement Administrator Costs, the Net PAGA Fund equals ~~\$55,750~~ \$59,083.33, of which ~~\$13,937.50~~ \$14,770.83 will be distributed among the Aggrieved Employees as set forth above, and the remaining ~~\$41,812~~ \$44,312.50 will be paid to the LWDA.

(c) Escalator Clause. Defendant represents that from June 1, 2020 to March 3, 2021, there were approximately 8,528 total Pay Periods for all Aggrieved Employees. If the actual number of Pay Periods during the Settlement Period is more than 10% above 8,528, the Gross Settlement Fund shall be increased by the percentage that the actual number exceeds 8,528.

(d) Attorneys' Fees and Costs and Plaintiff's ~~Individual Claims Enhancement Payment~~. Plaintiff's Counsel and Plaintiff will request and be paid, subject to approval by the Court, an amount of ~~\$40,000~~ \$36,666.67 for attorneys' fees ("Attorneys' Fees") and reimbursement of actual litigation costs of \$8,000 as approved by the Court ("Costs") (together, "Attorneys' Fees and Costs"), and payment of ~~\$122,000~~ to Plaintiff ~~for his individual claims as an enhancement payment~~ from the Gross PAGA Settlement Fund. Defendant will not oppose these requests.— Any reduction in this payment by the Court is not grounds to void this Agreement and any funds requested but not awarded as Attorneys' Fees and Costs will become part of the Net PAGA Fund pursuant to the distribution terms of the Agreement or any terms imposed by the Court. Plaintiff shall not have the right to revoke the Agreement if the Court reduces or does not approve the requested Attorneys' Fees and Costs, although Plaintiff shall retain the right to appeal any reduction of Attorneys' Fees and Costs.

(1) The Settlement Administrator will issue IRS Forms 1099 to Plaintiff's Counsel as required by IRS regulations. Plaintiff's Counsel shall bear full responsibility for the payment of any taxes or withholdings arising from the Attorneys' Fees and Costs. Such Attorneys' Fees and Costs shall include and satisfy all past and future fees and costs incurred to prosecute and settle the Litigation and obtain the order of approval and judgment.

(2) Any expenses for the purchase of an annuity by the Settlement Administrator shall be paid separately by Plaintiff's Counsel and shall not be included within the Settlement Administration Costs. Defendant and Defendant's counsel shall not be liable for any expenses associated with the purchase of an annuity by the Settlement Administrator.

(3) Except as expressly provided herein, Defendant and Plaintiff shall each bear their own attorneys' fees and costs.

(e) Settlement Administration Costs. The Settlement Administration Costs shall not exceed \$4,250.00, subject to Court approval, and shall include all costs of administering the settlement, including, but not limited to, all tax document preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees associated with preparing, issuing and mailing any and all notices and other correspondence to Aggrieved Employees; all costs and fees associated with communicating with Aggrieved Employees, Plaintiff's Counsel, and Defendant's Counsel; all costs and fees associated with computing, processing, reviewing, and making payments to Aggrieved Employees; costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency; and any other cost and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its duties under this Agreement.

Section 4. Cooperation.

The Parties will cooperate in obtaining through written stipulation or unopposed motion, an Order from the Court approving the terms of this Agreement at the earliest possible date. The Parties agree to use their best efforts to expedite the preparation and submission of the settlement documents. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to the approval of this Agreement.

Section 5. Submission to LWDA and Court Approval.

The Parties will seek to obtain Court approval of this Agreement by way of a stipulation or unopposed motion to be filed by Plaintiff's Counsel. If approval is sought by way of motion, Plaintiff's Counsel shall prepare, file, and serve the motion for approval of the Agreement and proposed judgment and order, which shall declare that Plaintiff, the LWDA, and the Aggrieved Employees (to the fullest extent allowed under law) are bound by the release of the Released Claims as defined in Section 1(m) and set forth herein. Plaintiff's Counsel shall submit the Agreement to the Court and LWDA, as necessary under California Labor Code § 2699(l) and any other applicable provision. Should either Party fail to act and/or facilitate submission of this Agreement for approval by the Court, the other party may seek to obtain court approval of the Agreement. The Court's approval of this Agreement shall be embodied in a written Order, which shall be submitted to the LWDA. Should the Court not grant approval of this Agreement, then the entirety of the Agreement shall be null and void, unless otherwise agreed upon in writing by the Parties.

Section 6. Notice to Aggrieved Employees and Settlement Payment Procedures.

(a) List of Aggrieved Employees:

(1) No later than twenty (20) calendar days after the Court enters an Order approving the terms of this Agreement, Defendant shall provide the Settlement Administrator with a list of the Aggrieved Employees (the “Aggrieved Employees List”). The Aggrieved Employees List shall include each Aggrieved Employee’s (1) full name, (2) last known address, (3) last known phone number, (4) pertinent dates of employment and corresponding number of Pay Periods, and (5) Social Security number. This information shall be treated as and remain confidential and shall be used solely to manage the notice and settlement administration process described herein, shall not be disclosed to anyone other than the Settlement Administrator, except as necessary to applicable taxing authorities, or pursuant to express written authorization of Defendant, the individual in question, or by order of the Court.

(2) The Settlement Administrator shall conduct one National Change of Address (“NCOA”) search for all Aggrieved Employees identified on the Aggrieved Employees List. No later than ten (10) business days after the Effective Date, the Settlement Administrator shall mail the Cover Letter (attached hereto as “Exhibit A”) and each Individual PAGA Payment (together, “Payment Packet”) to all Aggrieved Employees by first-class United States mail, postage prepaid, to the last known address of each Aggrieved Employee with directions to the Postmaster to forward the Payment Packet and return all undeliverable Payment Packets to the Settlement Administrator. For each Payment Packet that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the Aggrieved Employee by using an address refresher database.

(3) All costs incurred by the Settlement Administrator in connection with the current settlement, whether foreseen or not, shall be paid out of the Gross Settlement Fund.

(b) Payments to Aggrieved Employees

(1) All Individual PAGA Payments to Aggrieved Employees will be calculated according to each of their number of Pay Periods, by dividing each Aggrieved Employee’s individual number of Pay Periods by the total number of Pay Periods of all Aggrieved Employees, and multiplying the resulting figure by the Employee PAGA Portion.

(2) Individual PAGA Payments are considered 100% penalties and will not be subject to local, state or federal tax withholdings. All Aggrieved Employees who cash, deposit, or negotiate their Individual PAGA Payment check may receive an IRS Form 1099 reflecting this portion of the Settlement.

(3) The Individual PAGA Payment checks issued to Aggrieved Employees shall remain valid and negotiable for one hundred eighty (180) calendar days. Thereafter, all checks that have not been cashed, deposited, or otherwise negotiated shall be voided and the funds represented thereby shall be paid to The State Bar of California Justice Gap Fund by the Settlement Administrator.

(4) In no event will any funds or payment be due by Defendant prior to the Effective Date of this Agreement.

(c) Payments to the LWDA, Plaintiff's Counsel, Plaintiff, and the Settlement Administrator

Payments to Plaintiff's Counsel for Attorneys' Fees and Costs, payment to Plaintiff, and payment to the Aggrieved Employees will be deposited with the Settlement Administrator in the following manner from the date of Court approval of the Settlement.

Payment (1) due 15 days from Court approval of the Settlement in the amount of \$29,000.

Payment (2) due 45 Days from Court approval of the Settlement in the amount of \$25,000.

Payment (3) due 75 days from Court approval of the Settlement in the amount of ~~\$24,187~~21,687.50.

Upon receipt of payments 1, 2, and 3 in full by the Settlement Administrator, the Settlement Administrator will disburse the Attorneys' Fees, Costs, payment to Plaintiff, Settlement Administration Costs, and payment to the Aggrieved Employees in the manner described in section 6(b) above.

No later than Three Hundred and Sixty-Five (365) days from Court approval of the Settlement, the Defendant shall mail the Court-approved LWDA Payment of ~~\$41,812~~41,244,312.50 to the LWDA.

##

Section 7. Disputes Relating to Settlement Administration.

Any disputes concerning administration of the Settlement which cannot be resolved by the Parties shall be submitted to and resolved by the Court.

Section 8. Judgment.

Upon payment of the entire Gross Settlement Fund by Defendant and distribution of the Gross Settlement Fund by the Settlement Administrator in accordance with this Agreement, Plaintiff and Defendant will jointly submit a Notice of Satisfaction of Judgment.

Section 9. No Admission of Wrongdoing.

This Agreement and compliance with the Agreement shall not constitute an admission by Defendant of any liability whatsoever, or an admission by Defendant of any violations of Plaintiff's rights, violation of any order, law, statute, duty or contract whatsoever. Defendant specifically disclaims any liability to Plaintiff or any other allegedly Aggrieved Employee for any alleged violation of his/her rights, or for any alleged violation of any order, law, statute, duty or contract.

Section 10. Non-Evidentiary Use.

Neither this Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, or their respective counsel in the Litigation or in any other action or proceeding provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement, including use by Defendant to attempt to establish that an Aggrieved Employee or the LWDA has resolved or has been compensated for any claims made by that employee or the LWDA.

Section 11. Impact of Non-Approval by Court.

(a) Should the Court not approve this Agreement in its entirety, the Parties shall request leave and work jointly to make reasonable efforts to remedy the settlement in order to obtain the Court's approval.

(b) If the Court ultimately fails to approve this Agreement after the Parties' joint attempt to remedy the issues, then this Agreement shall be considered null and void and neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect and shall not be referred to or used for any purpose whatsoever. All Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court.

(c) Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect. Material terms of this Agreement include: the definition of Aggrieved Employees (Section 1(b)); the definition of Effective Date (Section 1(g)); the definition of Settlement Period (Section 1(q)); the definition of Released Claims (Section 1(m)); the definition of Released Parties (Section 1(n)); the definition of Gross Settlement Fund (Section 3(a)); the requirement for entry of an Order by the Court approving this Agreement and entering Judgment as contemplated in Section 5.

Section 12. Releases.

a) Release by Plaintiff, Aggrieved Employees, and the State of California. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge disputes and claims arising from or related to the Action. Upon entry of the Order approving the Settlement and payment of the Gross Settlement Fund as described in this Agreement, Plaintiff, the Aggrieved Employees, and the State of California shall be bound by this Agreement and shall have recourse exclusively to the benefits, rights, and remedies provided hereunder. Plaintiff, the Aggrieved Employees and the State of California shall be deemed to have, and by operation of the Order granting approval of this Agreement, shall have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from the Released Claims.

b) Release by Plaintiff. Upon entry of the Order approving the Settlement and payment of the Gross Settlement Fund as described in this Agreement, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff, individually and on behalf of his

heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, arising out of or related to Defendant's employment of Plaintiff, which Plaintiff has or may have during the Settlement Period. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff's employment with Defendant and the termination of that employment, including without limitation claims arising under federal, state or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990, and the Age Discrimination in Employment Act.

Section 13. Voluntariness.

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

Section 14. Representations and Warranties.

Plaintiff represents and warrants that he has the right and exclusive authority to execute this Agreement. Each Party to this Agreement also represents and warrants to, and agrees with, each other Party hereto as follows:

(a) Each Party has carefully read and knows and understands the full contents of this Agreement and is voluntarily entering into this Agreement after having received independent legal advice from his or its attorneys with respect to the advisability of making the Settlement provided for herein and the advisability of executing this Agreement.

(b) Each Party to this Agreement has investigated the facts relevant to this settlement and this Agreement, and all matters pertaining thereto, to the fullest extent that each Party deems necessary.

(c) Each separately-numbered section or paragraph in this Agreement is contractual, not merely a recital.

(d) Each of the Parties has participated in the drafting of all provisions of this Agreement, has had an adequate opportunity to read, review, and consider the effect of the language of this Agreement, and has agreed to its terms.

Section 15. Revocation.

Plaintiff agrees that his waiver and release of rights and claims as set forth herein is knowing and voluntary and that Plaintiff is receiving consideration herein which may be in

addition to anything of value to which he is already entitled. Plaintiff acknowledges the following: (a) Plaintiff are represented by and consulted with his attorneys prior to executing this Agreement; (b) this Agreement has been written in a manner calculated to be understood by Plaintiff, and Plaintiff has consulted his attorneys if Plaintiff does not understand any provisions contained in this Agreement; (c) the individual release and waiver in this Agreement specifically covers any claims of age discrimination; (d) this Agreement does not waive rights or claims that may arise after Plaintiff executes it; (e) Plaintiff had twenty-one (21) days to consider this Agreement but can elect to sign it sooner; and (f) Plaintiff is provided with a seven (7) day period to revoke this Agreement by delivering written notification of revocation in person or by messenger addressed to counsel for Defendant, which will expire seven (7) days after they execute this Agreement. Plaintiff acknowledges and agrees that, in the event that Plaintiff revokes this Agreement pursuant to this provision, Plaintiff will not be entitled to receive any payments, and this Agreement will be null and void *ab initio*.

///

Section 16. Amendments and Waiver.

This Agreement may not be changed, altered, or modified, except in writing signed by counsel for the Parties and approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement, unless expressly stated otherwise.

Section 17. Successors and Assigns.

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, Plaintiff's Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person. Plaintiff expressly warrants that she has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

Section 18. Governing Law.

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, and in all cases shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties hereto. The Court will retain continuing jurisdiction to enforce the Agreement.

Section 19. Entire Agreement.

This Agreement, including the Exhibit referred to herein, which forms an integral part hereof, contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Action.

Section 20. Counterparts.

The Parties may execute this Agreement in counterparts, and execution of counterparts will have the same force and effect as if all Parties signed the same instrument. Electronic, facsimile or .pdf copies of any such signed counterparts may be used in lieu of the original for any purpose.

Section 21. Dispute(s).

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, the Parties agree to submit any such dispute(s) to the Court.

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement and Limited Release on the date set forth.

APPROVED AND ACCEPTED.

PLAINTIFF

Dated: ~~May~~October ____, 2021

By _____
Robert Navarro

##

##

##

DEFENDANT: Allied Private Investigation & Security Services, Inc.

Dated: ~~May~~October ____, 2021

By _____

Name:

Title:

On behalf of Allied Private Investigation & Security Services, Inc.

APPROVED AS TO FORM:

Dated: ~~May~~October ____, 2021

Frontier Law Center

By _____

Manny M. Starr
Daniel V. Ginzburg
Attorneys for Plaintiff Robert Navarro

| Dated: ~~May~~October ____, 2021

Little Mendelson, P.C.

By _____
Joshua Z. Feldman
Alexandra Bernstein

*Attorneys for Allied Private Investigation &
Security Services, Inc.*

EXHIBIT 3

Robert Navarro v. Allied Private Investigation & Security Services, Inc.
Superior Court of California County of Los Angeles Case No. 20STCV16481

[Claims Administrator Name]

[Address]

[Phone Number]

«Barcode»

«BarcodeString»

SIMID «SIMID»

«FirstName» «LastName»

XXX – XX - ____ ____ ____

«Address1» «Address2»

Social Security Number

«City» «State» «Zip»

Plaintiff Robert Navarro (“Plaintiff”), in his capacity as a private attorney general, sued Allied Private Investigation & Security Services, Inc. (“Defendant”) for civil penalties pursuant to the California Private Attorney General Act of 2004 (“PAGA”). Plaintiff claims Defendant violated the California Labor Code with respect to Defendant’s non-exempt employees in California between June 1, 2019 and April 13, 2021 (“Settlement Period”) by, among other things, failure to properly compensate at proper rate of overtime pay, failure to provide reimbursement, failure to provide suitable seating, failure to provide accurate wage statements, failure to pay wages upon conclusion of employment, and failing to pay weekly as required by Labor Code section 201.3. Defendant denies all liability, and asserts that it has fully complied with all applicable wage-and-hour laws, and the Court has made no finding of liability or violation. Nevertheless, the Parties have entered into a settlement with Plaintiff solely for purposes of resolving this dispute on his behalf and on behalf of non-exempt employees of Defendant who worked in California at any time during the Settlement Period (the “Aggrieved Employees”). The settlement has been approved by the Superior Court of California County of Los Angeles in the above case (the “Settlement”).

The Parties have agreed that a portion of the settlement will be distributed on a pro rata basis to Aggrieved Employees (“Employee PAGA Portion”). Defendant’s records show that you worked at Defendant’s or a related entity, as a non-exempt employee in California for some period of time during the Settlement Period. As an Aggrieved Employee, you will receive a pro rata share of the Employee PAGA Portion based on Defendant’s records of the number of pay periods you worked during the Settlement Period, which in your case is [insert number of pay periods]. Based on Defendant’s records, you are receiving approximately \$ ____.

The Settlement settles and permanently resolves any and 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.*, ~~arising from, based on, or related for the claims brought forth in Plaintiff’s letters to the~~ alleged violations of California Labor Code §§ 201, 201.3, 202, 203, 204, 210, 226, 226.3, 510, 558, 1174.1, 1194, 1197, 1197.1, and 1198, 2802, and the applicable Industrial Wage Order(s) ~~including the primary rights of each provision of the State of California under PAGA, and including the PAGA penalty claims described in the PAGA letters of Robert Navarro dated June 1, 2020 and December 8, 2020.~~ 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. The “Released Parties” are Defendant and each of its past, present, and future parents, affiliates, subsidiaries, divisions, predecessors, successors, partners, joint venturers, affiliated organizations, shareholders, insurers, reinsurers and assigns, and each of their past, present and future officers, directors, managers, members, trustees, agents, employees, attorneys, contractors, representatives, benefits plans sponsored or administered by the Released Parties, divisions, units, and branches, and any other persons or entities acting on behalf of or in concert with any of the foregoing.

Please Note: You have one hundred eighty (180) calendar days to cash the enclosed check or it will be null and void and the settled claims from the Settlement will remain binding and enforceable as to you. Individual settlement payments are subject to taxation and will be reported to the IRS and state tax authorities. You will receive appropriate tax forms pertaining to your individual settlement payment.

Do not call or write the Court or Office of the Clerk to ask questions about the settlement or to ask

questions about the claims process. Contact the settlement administrator at [insert](#) with any questions.

|

EXHIBIT 4

Work Completed By: ↑	Bill Rate	Hours Billed	Date	Billing For:
Dan Ginzburg	Associate Attorney - \$375	6	3/17/2021	Responding to informal discovery
	Associate Attorney - \$375	20	3/28/2021	reviewing all of the informal discovery docs
	Associate Attorney - \$375	6	3/29/2021	Mediation brief
	Associate Attorney - \$375	10	4/6/2021	mediation
	Associate Attorney - \$375	1	6/15/2021	motion hearing and later discussion
	Associate Attorney - \$375	4	4/30/2020	drafting complaint
	Associate Attorney - \$375	3	4/30/2020	evaluating the case
	Associate Attorney - \$375	6	6/1/2020	propounding discovery
	Associate Attorney - \$375	6	6/1/2020	responding to discovery
	Associate Attorney - \$375	0.5	6/1/2020	PAGA claim filed LWDA Case No. LWDA-CM-791903-20
	Associate Attorney - \$375	1	6/1/2020	Finalizing PAGA letter
	Associate Attorney - \$375	2	6/17/2020	supplementing responses
	Associate Attorney - \$375	1	6/17/2020	talking to the client
	Associate Attorney - \$375	0.5	6/17/2020	locating DEF's locations
	Associate Attorney - \$375	0.5	6/17/2020	Damage calculation
	Associate Attorney - \$375	5	8/4/2020	reviewing DEF's discovery responses
	Associate Attorney - \$375	2	8/5/2020	Request for production of documents set 2
	Associate Attorney - \$375	0.5	8/10/2020	meet and confer
	Associate Attorney - \$375	0.5	8/10/2020	case strategy
	Associate Attorney - \$375	0.5	8/10/2020	talking to client
	Associate Attorney - \$375	1	8/26/2020	prepping client for depo
	Associate Attorney - \$375	6	8/27/2020	defending deposition
	Associate Attorney - \$375	3	9/11/2020	PMQ depo notice
	Associate Attorney - \$375	1	9/29/2020	joint status report
	Associate Attorney - \$375	1	10/6/2020	Joint status report
	Associate Attorney - \$375	1	10/20/2020	Joint report
	Associate Attorney - \$375	0.5	10/20/2020	Emailing OC
	Associate Attorney - \$375	3	2/9/2021	SAC process
Subtotal	Sum Count	28	92.5	
Heather Bourne	Paralegal / Law Clerk - \$200	0.75	5/21/2021	Combine files and exhibits for MFA_Settlement for service and efile
	Paralegal / Law Clerk - \$200	0.25	9/8/2021	Tentative Ruling/ Min. Order emailed to team for review and status update
	Paralegal / Law Clerk - \$200	0.25	5/4/2020	saved docs and updated Lit'n info to sf
	Paralegal / Law Clerk - \$200	1	6/1/2020	t/c with client re discovery
	Paralegal / Law Clerk - \$200	0.75	6/1/2020	Discovery responses; scan Propounding docs to SF/ Email for DG
	Paralegal / Law Clerk - \$200	0.75	6/17/2020	E-mails and t/c with client
	Paralegal / Law Clerk - \$200	0.75	6/18/2020	R&R Email DG; Gather, save & Send Discovery to OC w/ Verifications;COS
	Paralegal / Law Clerk - \$200	0.25	8/19/2020	filing Stip, exhibit and Proposed order
	Paralegal / Law Clerk - \$200	0.5	9/15/2020	R&R Emails, NAR draft prep, Scanned FAC for OC
	Paralegal / Law Clerk - \$200	0.25	10/9/2020	update to file; calendar task
	Paralegal / Law Clerk - \$200	0.5	2/11/2021	R&R Stip, Order; made edits; efiled pdfs; saved docs to file
	Paralegal / Law Clerk - \$200	0.25	2/19/2021	e-filing SAC; reviewed Order with AR received by mail
Subtotal	Sum Count	12	6.25	
Joseph Gross	Associate Attorney - \$375	2.5	5/10/2021	Draft Application for PAGA Settlement Approval
	Associate Attorney - \$375	4.75	5/13/2021	Drafting Documents Re Mx for PAGA Approval
	Associate Attorney - \$375	0.3	5/21/2021	Compile Documents and File with LWDA
	Associate Attorney - \$375	3	7/19/2021	Final review, and add tables
Subtotal	Sum Count	4	10.55	
Lizzie Mars	Case Manager - \$100	0.5	9/8/2020	Compiled all of the work schedule screenshots into one document and converted to a PDF to send to OC
Subtotal	Sum Count	1	0.5	
Manny Starr	Partner - \$550	1.5	3/4/2021	Review discovery that DEF propounded on PLT
	Partner - \$550	0.6	3/19/2021	Internal discussion and email to OC re informal disco.
	Partner - \$550	1.5	3/25/2021	Download and initial review of informal discovery data
	Partner - \$550	10	4/6/2021	Mediation
	Partner - \$550	11	3/28/2021	Review depo transcripts, review case docs, draft mediation brief
	Partner - \$550	1.6	4/26/2021	Review and edit SAR
	Partner - \$550	2	5/13/2021	Review and finalize mx for PAGA Approval
	Partner - \$550	3.5	6/30/2021	Revise and finalize new motion for approval
	Partner - \$550	0.5	9/28/2021	Revise settlement agreement
	Partner - \$550	6	11/11/2021	Finalize second renewed motion for paga approval
	Partner - \$550	1.5	4/28/2020	Review employee file, develop case strategy
	Partner - \$550	0.3	8/5/2020	Draft set 2 RFPD to DEF
	Partner - \$550	1	8/7/2020	Review and finalize FAC and stip and order re FAC
	Partner - \$550	1	8/19/2020	Review and finalize stip to amend FAC, prepare for filing
	Partner - \$550	1	9/16/2020	Revise PMQ Depo notice
	Partner - \$550	0.5	9/17/2020	Strategizing case
	Partner - \$550	0.5	9/23/2020	Meet and confer call with OC re sets 1 and 2
	Partner - \$550	12	12/8/2020	Prep for and attend PMQ depositions
	Partner - \$550	1.5	12/8/2020	Review and finalize supplemental PAGA letter
	Partner - \$550	0.4	12/8/2020	Email to OC re mediation, supplemental PAGA filing
	Partner - \$550	0.8	12/9/2020	Email to opposing counsel re: mediation, case position
	Partner - \$550	0.5	1/19/2021	Meet and confer emails, emails re mediation
	Partner - \$550	0.4	1/19/2021	Draft informal discovery requests
	Partner - \$550	0.5	1/29/2021	email to OC re amending complaint
	Partner - \$550	1.5	2/4/2021	Draft redlined SAC, send email to OC regarding stip to amend
	Partner - \$550	0.2	2/9/2021	Review revised stip to file SAC
	Senior Attorney - \$450	20	3/28/2021	reviewing all of the informal discovery docs
Subtotal	Sum Count	27	81.8	
Ralph Sasson	Paralegal / Law Clerk - \$200	2	6/1/2020	Drafting PAGA Letter
	Paralegal / Law Clerk - \$200	1.45	8/5/2020	Drafting FAC for PAGA
Subtotal	Sum Count	2	3.45	

Robert Starr		Senior Partner - \$750		4/3/17/2021	analyzing financial records
Subtotal	Sum			4	
	Count	1			
Total	Sum		199.05		
	Count	75			

EXHIBIT 5

Costs for Navarro v. Allied Private Investigation

As of 2021-06-30 12:03:17 Pacific Standard Time/PST • Generated by Manny Starr • Sorted by Cost: Created Date (Ascending)

	Cost: Created Date	Costs for:	Cost Amount
	2/25/2020	Mailing Records Request(s)	\$6.80
	4/30/2020	Confirmation #23809580	\$448.65
	4/30/2020	Confirmation #23810067- refiled CCCS	\$13.65
	8/17/2020	Confirmation #24128542- CMS	\$15.15
	8/19/2020	Stip, Exhibit A and Proposed Order (22.25, court fee)	\$34.15
	9/4/2020	Remote Telephonic Appearance For: 8/28/2020 8:30:00 AM 20STCV16481	\$15.00
	9/8/2020	Confirmation #24210413- FAC	\$14.15
	10/12/2020	Veritext LLC - Inv. No. CA4581484	\$375.00
	10/21/2020	Confirmation #24377723- Joint Status Report	\$15.15
	11/4/2020	Remote Appearance 133214516	\$15.00
	12/9/2020	Mailing DEF Supp. PAGA Letter via Certified Mail	\$6.90
	1/11/2021	Atkinson Baker Inc - Inv. No. AE08AF2 AA	\$744.10
	1/26/2021	Atkinson Baker - Inv. No. AE08D87 AA	\$667.95
	2/11/2021	Confirmation #24799477- Stip to file SAC	\$38.20
	2/19/2021	Confirmation #24825341- SAC	\$16.20
	3/18/2021	Barnes Dispute Resolution - Mediation Fee	\$4,750.00
	4/2/2021	Downloading docs from related case	\$14.80
	4/6/2021	Data review by expert	\$250.00
	5/21/2021	Confirmation #25184330- Ntc of Mx and Mx for PAGA Approval	\$19.20
	5/21/2021	Econ One Research - Inv. No. 19905	\$250.00
	6/21/2021	LACC Payment Transaction ID: 155563511 - 6.15.21 MX Hearing	\$15.00
Sum			\$7,725.05
Count	21		
Sum			\$7,725.05
Count	21		

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

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
)
) [PROPOSED] ORDER APPROVING
) PAGA SETTLEMENT AND DISMISSAL
) OF ACTION WITH PREJUDICE
)
)
) *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**
)

22 The Court, having considered the facts and arguments before it and being fully advised, and
23 good cause appearing, hereby ORDERS that:

- 24 1) The request to approve the parties Private Attorneys General Act settlement for the gross
25 amount of \$120,000.00 is granted. The settlement funds are to be distributed by the
26 Settlement Administrator as follows:
- 27 • \$10,000.00 to Robert Navarro in consideration for a general release of all claims, and
28 for a dismissal of his individual causes of action (causes of action 1 through 5) with

- 1 prejudice;
- 2 • \$2,000 to Robert Navarro as an enhancement payment for bringing the instant PAGA
- 3 case;
- 4 • \$36,666.67 to Frontier Law Center for attorney fees;
- 5 • \$7,725.05 to Frontier Law Center as reimbursement for costs;
- 6 • \$4,250.00 to Phoenix Administrators to administer the settlement; and
- 7 • \$59,358.28 in PAGA Penalties, of which 75% will go to the LWDA and 25% will be
- 8 distributed to the Aggrieved Employees on a pro rata basis.
- 9 2) Defendants are ordered to fund the settlement in accordance with section 6(c) of the
- 10 Settlement Agreement.
- 11 3) The Court, having considered the Motion for Settlement Approval put before it, finds that
- 12 the settlement is fair, adequate, and effectuates the purpose of PAGA. Therefore, the Court
- 13 grants approval of the settlement.
- 14 4) The entire action is ordered dismissed with prejudice.

15

16

17 Dated: _____

Honorable Judge of the Superior Court

Attorneys for Plaintiff
Robert Navarro

CASE NO. : 20STCV16481
)
)
)
) **CERTIFICATE OF SERVICE**

Plaintiff,

ALLIED PRIVATE INVESTIGATION &
SECURITY SERVICES, INC. and DOES 1
through 100, inclusive,

Defendants.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to this action; my business address is 23901 Calabasas Rd., #2074, Calabasas, CA 91302. On **November 19, 2021**, I electronically served the interested parties in this action the following document(s) by attaching courtesy copies via electronic mail:
heather@frontierlawcenter.com

Document(s) Served: Notice Of Plaintiff's Second Renewed Motion For Court Approval Of PAGA Settlement (Reservation receipt attached); Memorandum of Points & Authorities In Support Of Plaintiff's Motion For Court Approval of PAGA Settlement; Declaration Of Manny Starr ISO Plaintiff's Second Renewed Motion For Court Approval Of PAGA Settlement; Declaration Of Robert Navarro ISO Plaintiff's Second Renewed Motion For Court Approval Of PAGA Settlement; and [Proposed] Order Approving PAGA Settlement And Dismissal Of Action With Prejudice

Interested Parties Served:

Alexandra Bernstein Joshua Z. Feldman LITTLER MENDELSON, P.C E-mails: jfeldman@littler.com abernstein@littler.com rpitts@littler.com cc: bnikitas@littler.com	<i>Attorneys for Defendants, Allied Private Investigation & Security Services, Inc</i>
Aaron C Gundzik Rebecca G. Gundzik UNDZIK GUNDZIK HEEGER LLP 14011 Ventura Blvd., Suite 206E Sherman Oaks, CA 91423 Emails: aaron.gundzik@gghllp.com rebecca.gundzik@gghllp.com Marshall A Caskey Daniel M. Holzman Caskey & Holzman 24025 Park Sorrento, Ste 400 Calabasas, CA 91302 Emails: mcaskey@caskeyholzman.com dholtzman@caskeyholzman.com	<i>Attorneys for Plaintiff Danielle Pratt, individually and on behalf of all others similarly situated (Case No. 19STCV36628- related case)</i>
Labor & Workforce Development Agency --online portal	

1 XX (By EMAIL or ELECTRONIC TRANSMISSION): Based on a court order or an agreement
2 of the parties to accept service by e-mail or electronic transmission, I caused the documents to be
3 sent to the person(s) at the e-mail address(es) listed on the attached service list or above. I did not
4 receive, within a reasonable time after the transmission, any electronic message or other indication
5 that the transmission was unsuccessful.

6 (BY MAIL) I deposited such envelope in the mail at Calabasas, California. The envelope
7 was mailed with postage thereon fully prepaid.

8 I declare under penalty of perjury under the laws of the State of California that the above is true and
9 correct.

10 EXECUTED at Calabasas, California on November 19, 2021.

11 /s/ Heather Bourne
12 Heather Bourne
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28