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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.

) NO. 20STCV16481

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

) *Assigned to Hon. Judge Timothy Patrick*
) *Dillon*

) Date: June 15, 2021

) Time: 8:30 a.m

) Dept: 73

) Reservation No.: 403583638683

)
) Action Filed: April 30, 2020

22
23 I, ROBERT NAVARRO, declare under penalty of perjury as follows:

24 1. I am the Plaintiff in this action.

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

27 3. I was formerly employed by Defendant Allied Private Investigation & Security Services,
28

1 Inc., (“Allied”) as a security guard from January 2019 through January 2020.

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

5 5. I understood that this action was being prosecuted on behalf of the State of California as a
6 private attorney general on my behalf and other aggrieved employees. During the pendency of this
7 lawsuit, I was required to provide assistance to my attorneys, including frequently discussing the
8 case with them and providing them with information. I have spent a significant amount of time
9 discussing this matter with my attorneys on many occasions and explaining my understanding of
10 the company’s policies surrounding overtime, reimbursement, seating, and frequency of pay.
11 Further, I was involved in the negotiations that lead to the settlement in this matter. I also reviewed
12 and signed the MOU, Settlement Agreement, and this Declaration. Throughout this case, I have
13 continuously been kept apprised of the case status.

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

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

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

22 9. I believe my requested enhancement of \$12,000 is reasonable because I took the time,
23 effort, and risks to come forward regarding the violations alleged, which resulted in a fair
24 settlement for the Aggrieved Employees and the State of California. Also, I understand that, in
25

1 exchange for this payment, I am providing a general release of all claims that I may have against
2 the Defendants.

3 13. Based on the above, I reiterate my full support for the entirety of the settlement and request
4 that the Court enter a Final Approval Order.
5

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

8 Executed on this 19th day of May 2021 in _____, California.
9

10 _____
11 ROBERT NAVARRO
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