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6 Attorneys for Plaintiff
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8 SUPERIOR COURT OF CALIFORNIA

9 COUNTY OF LOS ANGELES
10

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

12 Plaintiff,

13 v.

14 ALLIED PRIVATE INVESTIGATION &)
15 SECURITY SERVICES, INC. and DOES 1 to)
16 100, inclusive,)

17 Defendants.

NO. 20STCV16481

) **DECLARATION OF MANNY STARR**
) **IN SUPPORT OF PLAINTIFF'S**
) **MOTION FOR COURT 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
19)
20)

21 DECLARATION OF MANNY STARR

22 I, Manny Starr, declare the following:
23

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.

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

3 3. This action was originally filed as an individual action in the Los Angeles Superior Court
4 on April 30, 2020.

5 4. Plaintiff's Cause of Action asserted that Allied had violated Labor Code sections 201-203,
6 204, 210, 226, 510, 558, 1194, and 2802.

7 5. On June 1, 2020 Plaintiff sent a PAGA letter to Defendants and the Labor and Workforce
8 Development Agency ("LWDA") which explained the Plaintiff's claims against Defendant
9 (LWDA Case No. LWDA-CM-791903-20).

10 6. On September 1, 2020, Plaintiff filed a First Amended Complaint ("FAC") seeking PAGA
11 penalties based on violations of Labor Code sections 201, 202, 203, 204, 210, 226, 510, 558, 1174,
12 1194, 1197, 1197.1, 1198, and 2802.

13 7. On December 8, 2020, Plaintiff sent a supplemental PAGA notice, alleging that Allied was
14 a temporary service employer ("TSE") and failed to pay the Aggrieved Employees on a weekly
15 basis as required by Labor Code section 201.3.

16 8. On February 19, 2021, Plaintiff filed a Second Amended Complaint ("SAC") adding an
17 additional PAGA claim based on the violation of Labor Code section 201.3.

18 9. Defendants filed an answer on March 4, 2021.

19 10. The parties agreed to go to mediation, and attended mediation, on April 6, 2021. Through
20 the combination of informal discovery, depositions of Plaintiff and Defendant's persons most
21 knowledgeable, extensive negotiations, and mediation, the parties were able to reach an agreement.

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

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

27 13. In terms of my experience in this field, I have been named as Class Counsel in several class
28

actions, and have been lead counsel in several significant PAGA settlements that have been granted final approval by the Superior Courts of California, including the following:

- a. *Joshua Albright, et al. v. Loma Linda Shared Services*, Case No. CIVDS1818361: Class action and PAGA case involving failure to pay wages, meal and rest break violations, and failure to indemnify work related expenses; \$600,000.00 settlement; final approval granted;
- b. *Tri Nguyen v First Alarm Security & Patrol, Inc.*, Case No. 18CV332369: class action and PAGA case on behalf of security guards involving various wage and hour issues; \$7,250,000 settlement; final approval granted;
- c. *Ronnie McNeal v. Platinum Security, Inc.*, Case No. 19STCV05709: PAGA action on behalf of security guards involving meal and rest break violations and failure to pay wages in a timely manner; \$300,000 settlement; PAGA settlement approved;
- d. *Adolph Cruz, et al v. Holder Construction Group, LLC*, Case No. 19CV341862: PAGA action on behalf of construction workers involving off the clock work and meal and rest break violations; \$500,000 settlement; PAGA settlement approved;
- e. *Mervyn Cole v. Saucey, Inc.* Case No. BC707895: class action and PAGA case involving misclassification of employees and other wage and hour issues; \$590,000 settlement; final approval granted;
- f. *Kevin Hernandez v. Contemporary Services Corporation*, Case No. BC684206: PAGA action on behalf of security guards involving various wage and hour issues; \$795,000 settlement; PAGA settlement approved;
- g. *Keosia Green v. American Guard Services, Inc.* Case No. BC688437: PAGA action on behalf of security guards involving wage and hour issues; \$315,000 settlement; PAGA settlement approved;
- h. *James Rushing v. Security Intelligence Specialist Corporation*, Case No. 18-civ-1808, class action and PAGA case on behalf of security guards for breaks and wage statement violations; \$480,000 settlement; final approval granted;
- i. *Veronica Espinoza v. Sharp HealthCare*, Case No. 37-2018-00034031-CU-OE-

CTL, class action and PAGA case on behalf of hospital employees relating to meal and rest break violations, among other things; \$2,125,000 settlement; final approval granted; and

- j. *Anthony Gaines, et al. v. Triple Canopy, Inc.*, 1 Case No. 9CV345169, class action and PAGA case on behalf of approximately 550 security guards relating to meal and rest break violations and other wage and hour issues; \$2,300,000 settlement; final approval granted.

14. Plaintiff will file and serve this Settlement Agreement and motion with the LWDA at the same time that Plaintiff files the same with the Court pursuant to the requirements of Labor Code section 2699(i)(2).

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

16. Plaintiff's counsel has spent a significant amount of time litigating this case, including time spent communicating with the clients, evaluating and analyzing the relevant legal theories, drafting and filing various PAGA letters, drafting and filing the complaint and first amended complaint, engaging in discovery, taking and defending depositions, preparing for and attending mediation, and drafting the instant motion.

17. In sum, Plaintiff's counsel has spent approximately 183.75 hours litigating this case to date, resulting in billable fees of approximately \$79,311.25.

18. Plaintiffs' counsel expects to spend additional time on the settlement approval and administration process as well.

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

20. To date, Plaintiff's counsel has incurred \$7,440.80 in costs.

21. These costs include filing fees, service costs, deposition costs, mediation costs, and various other litigation costs.

22. Plaintiff participated in the discovery process, provided numerous documents to their

1 counsel for review, and spent several hours collectively on the phone answering questions about
2 the case.

3 23. Furthermore, Plaintiff provided a general release of all claims as part of the settlement,
4 which Plaintiff's counsel calculated to be worth approximately \$15,483.30.

5 24. Based on the foregoing, the court should thus approve the PAGA settlement and enter an
6 order dismissing this action with prejudice.

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

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10 Date: May 19, 2021

11 Manny Starr
12 Attorneys for Plaintiff,
13 Robert Navarro
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