

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Civil Complex Center
751 W. Santa Ana Blvd
Santa Ana, CA 92701

SHORT TITLE: Durham vs. Universal Protection Service, LP

**CLERK'S CERTIFICATE OF MAILING/ELECTRONIC
SERVICE**

CASE NUMBER:
30-2021-01188789-CU-OE-CXC

I certify that I am not a party to this cause. I certify that that the following document(s), dated , was transmitted electronically by an Orange County Superior Court email server on March 19, 2025, at 10:12:51 AM PDT. The business mailing address is Orange County Superior Court, 700 Civic Center Dr. W, Santa Ana, California 92701. Pursuant to Code of Civil Procedure section 1013b, I electronically served the document(s) on the persons identified at the email addresses listed below:

GREENSTONE LAW PC
MGREENSTONE@GREENSTONELAW.COM

MARTENSON, HASBROUCK & SIMON LLP
DCABRERA-VEGA@MARTENSONLAW.COM

MARTENSON, HASBROUCK & SIMON LLP
JNAFTEL@MARTENSONLAW.COM

MARTENSON, HASBROUCK & SIMON LLP
LKALFSBEEK@MARTENSONLAW.COM

ZELENSKI LAW, PC
ABIGAIL@ZELENSKILAW.COM

ZELENSKI LAW, PC
DAVID@ZELENSKILAW.COM

Clerk of the Court, by:  , Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

MAR 18 2025

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE**

BEVERLY DURHAM, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

UNIVERSAL PROTECTION SERVICE, LP,
a California limited partnership; and DOES 1-
10,

Defendants.

Case No. 30-2021-01188789-CU-OE-CXC

ASSIGNED FOR ALL PURPOSES TO:
HON. WILLIAM D. CLASTER
DEPARTMENT CX101

**[PROPOSED] JUDGMENT AND ORDER
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT**

**Hearing Date: January 10, 2025
Hearing Time: 9:00 a.m.
Hearing Department: CX101**

Action Filed: March 12, 2021
Trial: Vacated

1 Having considered the Parties' PAGA Settlement Agreement,¹ as well as the documents
2 and evidence presented in support thereof, and recognizing the disputed factual and legal issues
3 involved in this case, the risks of further prosecution, the substantial benefits to be received by
4 the State of California and the Aggrieved Employees pursuant to the Settlement, and the fair,
5 reasonable, and adequate nature of the Settlement obtained as a result of good-faith, arm's length
6 negotiations between the Parties, the Court hereby makes a final ruling that the Settlement is
7 approved pursuant to Labor Code section 2699(I).² Good cause appearing therefor, the Court
8 hereby **GRANTS** approval of the Settlement of claims under PAGA, and **ORDERS** as follows:

9 1. As defined in the Agreement, the "Aggrieved Employees" shall be defined as all
10 persons employed by Defendant Universal Protection Service, LP as non-exempt employees who
11 worked at the Los Angeles Community Hospital at Bellflower during the PAGA Period. The
12 "PAGA Period" means the time period from March 1, 2020, through May 11, 2023.

13 2. The Court hereby approves the Settlement as set forth in the Agreement as fair,
14 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
15 terms.

16 3. Defendant shall fund the Gross Settlement Amount of \$700,000.00 with the
17 Administrator within fourteen (14) calendar days of the Effective Date.

18 4. The Court hereby appoints CPT Group as the Administrator.

19 5. Within ten (10) calendar days of the Effective Date, Defendant shall provide the
20 Administrator with the PAGA Member Data, pursuant to the terms of the Settlement.

21 6. The Administrator is directed to mail the Individual PAGA Payments to the

22 ¹ All capitalized terms used in this Judgment and Order shall have the same meanings as
23 those assigned to them in the Agreement, which is attached as Exhibit 1 to the Declaration of
24 Mark Greenstone in Support of Plaintiff's Motion for Order Approving Settlement Pursuant to
PAGA.

25 ² The division of the PAGA Penalties between the LWDA, on the one hand, and the
26 Aggrieved Employees, on the other hand, as well as other PAGA logistics, is governed by the
27 version of PAGA that was in effect prior to June 27, 2024. *See* Cal. Lab. Code § 2699(v) (stating
28 that "the amendments made to [PAGA in 2024] . . . shall apply to . . . civil action[s] brought on
or after June 19, 2024," and that "[t]he amendments made to [PAGA] shall not apply to a[ny]
civil action with respect to which the notice required by [PAGA] was filed before June 19,
2024"). Plaintiff filed her PAGA notice in January 2021; all references to PAGA herein are
therefore to the pre-June 27, 2024, version of PAGA.

1 Aggrieved Employees within fourteen (14) calendar days of receipt of the Gross Settlement
2 Amount, pursuant to the terms of the Settlement.

3 7. The Court finds that PAGA Counsel Fees Payment in the amount of one-third of
4 the Gross Settlement Amount (\$233,333.00) for PAGA Counsel, as well as the PAGA Counsel
5 Litigation Expense Payment in the amount of \$31,418.00, is fair, reasonable, and adequate, and
6 orders the Administrator to distribute these payments to PAGA Counsel as provided in the
7 Agreement.

8 8. The Court orders that the Administrator shall be paid, pursuant to the terms of the
9 Settlement, \$6,500.00 for all of its work done, as well as all work to be done until the completion
10 of this matter, and finds that sum appropriate.

11 9. The Court finds that the requested PAGA Representative Service Payment of
12 \$5,000.00 to Beverly Durham is fair, adequate, and reasonable in recognition of the unique
13 contributions she has made, and the risks she undertook, on behalf of the Aggrieved Employees
14 and the State of California, and orders that the Administrator distribute this payment to Ms.
15 Durham as provided in the Agreement.

16 10. Based on the above numbers, the total PAGA Penalties are \$423,749.00
17 (= \$700,000.00 – \$233,333.00 – \$31,418.00 – \$6,500.00 – \$5,000.00). Pursuant to PAGA, 75%
18 of the PAGA Penalties (\$317,811.75) is to be distributed to the LWDA, and 25% of the PAGA
19 Penalties (\$105,937.25) is to be distributed to the Aggrieved Employees.

20 11. The Court approves the scope of the release as set forth in the Settlement.
21 Following entry of this Judgment and Order, and the Settlement being fully funded, Plaintiff and
22 all Aggrieved Employees shall be deemed to have released, on behalf of themselves and their
23 respective former and present representatives, agents, attorneys, heirs, administrators,
24 successors, and assigns, the Released Parties from all claims for PAGA penalties that were
25 alleged, or reasonably could have been alleged, based on the PAGA Period facts or legal theories
26 stated in the Second Amended Complaint.

27 12. Upon entry of this Order, the Court hereby enters Judgment, with prejudice, for
28 the reasons described above and in accordance with the terms of the Agreement. Except as

1 otherwise provided in the Agreement, all Parties shall bear their own attorneys' fees, costs, and
2 expenses incurred by them in, or arising out of, the lawsuit, and shall not seek reimbursement
3 thereof from the Released Parties. Without affecting the finality of this Judgment and Order in
4 any way, the Court retains jurisdiction under section 664.6 of the California Code of Civil
5 Procedure for purposes of addressing (i) the interpretation and enforcement of the terms of the
6 Settlement, (ii) settlement-administration matters, and (iii) such post-approval matters as may be
7 appropriate under court rules or as set forth in the Settlement.

8 /////

1 13. Neither this Judgment and Order, on the one hand, nor the Agreement, any other
2 document referred to herein, or any action taken to carry out this Order, on the other hand, may
3 be construed as, or may be used as, an admission of liability or fault by Defendant or the Released
4 Parties, or a finding as to the validity of any claims in the Action or of any wrongdoing or
5 violation of law that is otherwise alleged, or could have been alleged, against Defendant or the
6 Released Parties. The Agreement is not a concession by the Parties, and, to the extent permitted
7 by law, neither the Agreement, on the one hand, nor this Judgment and Order, on the other
8 hand—nor any of their respective terms or provisions, nor any of the negotiations or proceedings
9 connected with them—shall be offered as evidence or received in evidence in any pending or
10 future civil, criminal, or administrative action or proceeding to establish any liability of, or
11 admission by, the Released Parties. Notwithstanding the foregoing, nothing in this Judgment
12 and Order shall be interpreted as prohibiting the use of this Judgment and Order in a proceeding
13 to consummate or enforce the Agreement, or the use of this Order and Judgment to defend against
14 the assertion of claims in any other proceeding, or as otherwise required by law. This Judgment
15 and Order, on the one hand, and the Agreement, on the other hand, may be filed in any action by
16 Defendant or the Released Parties to support a defense of res judicata, collateral estoppel, release,
17 waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory
18 of claim preclusion, issue preclusion, or similar defense or counterclaim.

19 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

20
21 Dated: 3-18-25


JUDGE OF THE SUPERIOR COURT
William D. Claster

1 **PROOF OF SERVICE**

2 I am employed in the County of Los Angeles; I am over the age of eighteen years and am not a
3 party to the within action; and my business address is 201 North Brand Boulevard, Suite 200,
Glendale, California 91203.

4 On **March 10, 2024**, I served the document(s) described as **[PROPOSED] JUDGMENT AND**
5 **ORDER GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT**
6 **SETTLEMENT AGREEMENT** on the party(ies) in this action by delivering a true copy(ies)
addressed as follows:

7 Jeremy Naftel
jnaftel@martensonlaw.com
8 Lauren Bakke Kalfsbeek
lbakke@martensonlaw.com
9 Diana Cabrera-Vega
dcabrera-vega@martensonlaw.com
10 MARTENSON, HASBROUCK & SIMON
LLP
11 455 Capitol Mall, Suite 400
Sacramento, California 95814

12 ☐ **BY U.S. MAIL:** I am readily familiar with the firm's practice of collection and
13 processing correspondence for mailing. Under that practice, an envelope(s) containing
14 the document(s) would be deposited with the U.S. Postal Service on that same day, with
15 postage thereon fully prepaid, at Los Angeles, California in the ordinary course of
business. I am aware that, on motion of the party served, service is presumed invalid if
the postal-cancellation date or postage-meter date is more than one day after the date of
deposit for mailing.

16 ☐ **BY OVERNIGHT DELIVERY OR EXPRESS MAIL:** I enclosed the document(s) in
17 an envelope(s) or package(s) allowed by an overnight-delivery carrier and/or by the U.S.
18 Post Office for express mail, and addressed to the person(s) at the address(es) above. I
19 placed the envelope(s) or package(s) for collection and overnight delivery or express mail
at an office or a regularly utilized drop-box of the overnight-delivery carrier, or I dropped
it off at the U.S. Post Office.

20 **XXX BY ELECTRONIC SERVICE:** I caused the document(s) to be delivered by e-mail to
21 the individuals listed above, and, to my knowledge, the transmission was reported as
complete and without error.

22 I declare under penalty of perjury under the laws of the State of California and the United States
23 that the foregoing is true and correct. Executed on **March 10, 2024**, at Los Angeles, California.

24 /s/ David Zelenski
David Zelenski