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Attorneys for Plaintiff and the Class
(Additional Counsel on Next Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

MATTHEW WILLIAMS, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

PALAMERICAN SECURITY (CALIFORNIA)
INC., a Delaware corporation; PALAMERICAN
SECURITY, INC., a Tennessee corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 34-2021-00305148-CU-OE-GDS

[Assigned to the Hon. Jill H. Talley, Dept. 27]

DECLARATION OF EDWARD W. CHOI
IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF
CLASS ACTION SETTLEMENT

Date: August 18, 2023

Time: 9:00 a.m.

Dept.: 27

Action Filed: July 29, 2021

Reservation No. A-305148-00

NATHANIAL SINCLAIRE, on behalf of
himself and all others similarly situated, and on
behalf of the general public,

Plaintiff,

vs.

PALAMERICAN SECURITY (CALIFORNIA)
INC., a Delaware Corporation and DOES 1
through 10, inclusive,

Defendants.

Case No. 34-2021-00312335

Action Filed: December 8, 2021

DECLARATION OF EDWARD W. CHOI IN SUPPORT OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

1 **ADDITIONAL COUNSEL**

2 Edward W. Choi, Esq. SBN 211334
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14 (213) 488-6554 facsimile

15 William L. Marder, Cal Bar No. 170131
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21 Attorneys for Plaintiff MATTHEW WILLIAMS and the Class

22 Roman Otkupman, CSBN 249423
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25 *Nidah@OLFLA.com*

26 **OTKUPMAN LAW FIRM, A LAW CORPORATION**
27 5743 Corsa Ave, Suite 123
28 Westlake Village, CA 91362
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Facsimile: (888) 850-1310

Attorneys for Plaintiff NATHANIAL SINCLAIRE and the Class

1 I, Edward W. Choi, declare as follows:

2 1. I am an individual over the age of 18. I am one of the attorneys of record for
3 Plaintiff Brenda Williams, Successor of Interest of Decedent Matthew Williams (hereinafter
4 referred to as "Plaintiff"). I have personal knowledge of the facts set forth below and if called
5 to testify I could and would do so competently.

6 2. On July 26, 2021, Plaintiff and Decedent Matthew Williams ("Williams")
7 submitted a notice pursuant to the Private Attorneys General Act (the "PAGA"), to the Labor
8 Workplace Development Agency ("LWDA") alleging that Defendants PalAmerican Security
9 (California) Inc. and PalAmerican Security Inc. ("Defendants") violated Labor Code §§ 201-
10 204, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802. Attached hereto as
11 Exhibit A is a true and correct copy of the PAGA notice.

12 3. On July 29, 2021, Williams filed a putative class action complaint in Sacramento
13 County Superior Court against Defendant, Case No. 34-2021-00305148. Williams' Complaint
14 asserted the following claims : (1) failure to provide accurate wage statements; (2) failure to pay
15 minimum wages; (3) failure to pay overtime wages; (4) failure to pay reporting time wages; (5)
16 failure to provide off-duty rest periods; (6) failure to provide off-duty meal periods; (7) failure
17 to provide off-duty rest periods; and (8) failure to reimburse business expenses. On March 22,
18 2022, Williams filed a First Amended Complaint dismissing Defendant PalAmerican Security,
19 Inc., a Tennessee Corporation and adding a cause of action for Violation of the Private
20 Attorneys General Act (the "PAGA"), Labor Code § 2698, *et seq.*

21 4. On December 28, 2021, Nathaniel Sinclair ("Sinclair") filed a Class Action
22 complaint against Defendant in the Sacramento County Superior Court, Case No. 34-2021-
23 00312335. On March 21, 2022, Sinclair filed his First Amended Complaint against Defendant
24 alleging the following causes of action: (1) failure to provide meal periods; (2) failure to provide
25 rest periods; (3) failure to pay all wages; (4) knowing and intentional failure to comply with
26 itemized employee wage statements; (5) failure to timely pay wages due at termination; (6)
27 failure to timely pay employees; and (7) penalties pursuant to Labor Code Section 2699(f).

1 5. Since the filing of the case, the Parties engaged in formal and informal discovery
2 resulting in the production of data necessary for Plaintiffs to calculate the potential exposure for
3 this matter. Plaintiffs served written discovery and engaged in extensive meet and confers with
4 Defendant to obtain the putative class members' pay data.

5 6. Thereafter, the parties engaged in mediation on October 10, 2022 with well-
6 respected mediator, Todd Smith, Esq. The mediation included the related wage and hour
7 class/representative action, *Sinclair v. Palamerican Security, Inc., et al.*, Sacramento Superior
8 Court Case No. 34-2021-00312335. The Parties did not settle at mediation. The Parties agreed
9 that Defendant would produce additional financial documents and information. Plaintiffs'
10 counsel reviewed said financial information and after months of negotiations, the Parties were
11 able to reach a class and representative PAGA settlement.

12 7. On October 20, 2022, Plaintiff Matthew Williams ("Decedent") died in his
13 sister's home located in Sacramento, California. On July 20, 2023, the Court granted Plaintiff's
14 Motion to Substitute Plaintiff Matthew Williams with his Successor of Interest Brenda
15 Williams.

16 8. On July 21, 2023, this Court granted Brenda Williams' motion to be appointed
17 the successor of Williams in this lawsuit, as Williams unfortunately passed away during the
18 litigation of this matter. Thus, Ms. Williams has stepped into Williams' shoes for all purposes.

19 9. Although Plaintiff and her counsel are confident that litigation of the claims
20 would result in a representative judgment against Defendant, they recognize the inherent risks in
21 litigation, including the specific risks that class certification could be denied, liability could not
22 be established at trial, or the applicable law could change.

23 10. After taking into account sharply disputed factual and legal issues involved in
24 this litigation, the risks attending further prosecution, and the substantial benefits to be received
25 pursuant to the compromise and settlement of the litigation, Plaintiff and his counsel have
26 concluded that settlement on the terms hereinafter set forth is appropriate and in the best
27 interests of the Parties and that this settlement is fair and reasonable.

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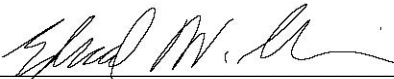
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1 Superior Court Case No. 30-2014-00724164-CU-OE-CXC; *Mendez v. Stevenson Restaurant,*
2 *Inc.* LASC Case No. BC536766; *Castro v. Continental Airlines*, USDC Central District Case
3 No. 2:14-CV-00169-SVW-AGR; *Barreras v. Michaels Stores, Inc.* USDC – Northern District
4 Case No. C12-04474 PJH, *Dynabursky v. AlliedBarton Security Services, LP, et al.*, SACV 12-
5 02210 JST (RNBx), *Brown v. CVS Caremark, et al.* United States District Court, Central
6 District, Case No.: 2:15-cv-07631-JFW-PJW; *Castillo v. Sheraton Operating Corporation,*
7 United States District Court, Central District of California Case No. 2:17-cv-07091-FMO-AS
8 and *Zepeda v. Ulta Salon, Cosmetics & Fragrance, Inc.* United States District Court, Eastern
9 District of CA, Case No. 1:18-cv-00750-DAD.

10 15. On July 26, 2023, my office uploaded a copy of this Motion, Settlement
11 Agreement and Proposed Order to the LWDA. Attached hereto as Exhibit B is a true and
12 correct copy of the confirmation email.

13
14 I declare under penalty of perjury that the foregoing is true and correct. Executed on
15 July 26, 2023, at Los Angeles, California.

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18 Edward W. Choi
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Exhibit A

MATTHEW WILLIAMS

c/o DIVERSITY LAW GROUP, P.C.
515 S. FIGUEROA ST., SUITE 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 488-6555
FACSIMILE (213) 488-6554

July 25, 2021

VIA ON-LINE FILING AND TO EMPLOYER VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

California Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Williams v. PalAmerican Security (California) Inc./PalAmerican Security Inc.*

To Whom It May Concern:

This correspondence shall constitute written notice under Labor Code § 2699.3 of the claims asserted on behalf of myself and other aggrieved employees against PalAmerican Security (California) Inc./PalAmerican Security Inc. (the "Company"). I allege that the Company:

1. Violated Labor Code §§ 226.7 and 512 by not authorizing and permitting a duty-free meal and rest periods to me and other security officers/guards, nor paying the requisite meal and rest period premium pay of an additional hour of wages. The Company violated these provisions by requiring me and other security officers/guards to remain on work premises and/or keep our radios on during our breaks and to respond to any radio calls if called upon during our meal and rest breaks.
2. Violated Labor Code §§ 558, 1194, 1197, and 1197.1 by not paying me and other security guard/officer employees our minimum wages for time spent maintaining the uniforms the Company requires that we wear at work. Specifically, the Company required all security guards/officers to clean maintain our work uniforms at home without the payment of any wages for such work.
3. Violated Labor Code §§ 510, 558, 1194, and 1197.1 by not paying me and other security guard/officer employees any applicable overtime wages for time spent over 8 hours in a day or 40 hours in a workweek maintaining the uniforms that the Company requires that we wear at work. Specifically, the Company required all security guards/officers to clean maintain our work uniforms at home without the payment of any wages for such work.
4. Violated Labor Code §§ 201-204, 510, 558, 1174, 1198, and 1199. Specifically, other aggrieved employees and I were required to call into work during our off-hours to see if we will be working a shift the next day. However, we were not paid for the time we spent in making such calls.
5. Violated Labor Code § 2802 as it failed to reimburse for the costs I and other aggrieved employees incurred in making the daily phone calls to determine if we would be required to work. As mentioned above, other aggrieved employees and I were required to call into

July 25, 2021

Page 2

work during our off-hours to see if we will be working a shift the next day. Because we were not allowed to use the Company's phones to make such calls, and instead had to use our own phones, the Company should have reimbursed us for the costs in connection therewith. However, the Company did not make any such reimbursements.

6. Violated Labor Code §§ 201-203 by failing to pay all wages upon the separation of employment to its security guard/officer employees, as a result of the violations set forth above.

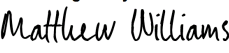
7. Violated Labor Code § 226(a) by not providing accurate, itemized wage statements to me and other security guard/officer employees, including by not accurately reflecting the hours worked, the applicable rates of pay, and gross/net wages earned, as a result of the violations set forth above. Further, as a wholly separate violation, the Company violated Labor Code § 226(a) by identifying the entire social security number of its employees on each and every wage statement.

The address for the Company is:

PalAmerican Security (California) Inc./PalAmerican Security Inc.
11300 4th St North
Suite 150
St. Petersburg, FL 33716

Please contact my attorney, Larry W. Lee, if you have any questions regarding this matter.

Sincerely,

DocuSigned by:

Matthew Williams

cc: PalAmerican Security (California) Inc./PalAmerican Security Inc. (by certified mail)

Mariana Becerra

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Monday, July 26, 2021 3:53 PM
To: Mariana Becerra
Subject: Thank you for submission of your PAGA Case.

7/26/2021

LWDA Case No. LWDA-CM-839301-21
Law Firm : Diversity Law Group
Plaintiff Name : Matthew Williams
Employer: PalAmerican Security (California) Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Exhibit B