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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**
10 **GLENDALE COURTHOUSE**

10 JOSHUA E. DANIELS, individually and as
11 representative of the State of California on
12 behalf of all aggrieved employees,

13 Plaintiff,

14 v.

15 ADMIRAL SECURITY SERVICES, INC., a
16 California corporation, and DOES 1 through 20,
inclusive,

17 Defendants.

Case No. 22GDCV00184

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S UNOPPOSED MOTION
FOR AN ORDER: (1) APPROVING THE
SETTLEMENT OF PLAINTIFF'S PAGA
CLAIMS ON BEHALF OF HIMSELF
AND DISMISSING THOSE CLAIMS
WITH PREJUDICE; AND (2)
DISMISSING PLAINTIFF'S PAGA
CLAIMS ON BEHALF OF THE OTHER
AGGRIEVED EMPLOYEES WITHOUT
PREJUDICE**

Court Reservation Number: 989278026180

Judge: The Honorable Judge David A. Rosen
Department: E

Complaint Filed: April 15, 2022

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22 **[Filed Concurrently With (a) Notice of Plaintiff's Unopposed Motion and Plaintiff's**
23 **Unopposed Motion For an Order: (1) Approving the Settlement of Plaintiff's Individual**
24 **PAGA Claims on Behalf of Himself and Dismissing Those Claims With Prejudice; and (2)**
25 **Dismissing Plaintiff's PAGA Claims on Behalf of the Other Aggrieved Employees Without**
26 **Prejudice, (b) Memorandum of Points and Authorities in support thereof, and (c) Declaration**
27 **of Daniel V. Santiago in support thereof]**
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1 The Plaintiff, Joshua E. Daniels, filed his Individual and Representative Action Complaint
2 (“Complaint”) against the Defendant, Admiral Security Services, Inc., on April 15, 2022. Plaintiff’s
3 Complaint contains, *inter alia*, Plaintiff’s claims as representative of the State of California on
4 behalf of all aggrieved employees for civil penalties under the Private Attorneys’ General Act of
5 2004 (“PAGA”), California Labor Code §2698 et seq., arising from various alleged violations of the
6 California Labor Code and Industrial Welfare Commission Wage Order No. 4-2001. As used
7 herein and in Plaintiff’s Complaint, the term “aggrieved employees” is defined as all California
8 residents who were employed by Defendant as loss prevention agents and/or security guards and
9 worked for Defendant in Los Angeles County, California, at any time within the time period of one
10 (1) year preceding the filing of the Complaint up to and through the date of the trial of the Action.
11 Plaintiff has filed an Unopposed Motion for an Order: (1) approving the settlement of Plaintiff’s
12 PAGA claims on behalf of himself and dismissing those claims with prejudice; and (2) dismissing
13 Plaintiff’s PAGA claims on behalf of the other aggrieved employees without prejudice (“Plaintiff’s
14 Unopposed Motion”).

15 **ORDER**

16 Having considered Plaintiff’s Unopposed Motion and related papers filed by Plaintiff’s
17 counsel (Notice of Plaintiff’s Unopposed Motion, Memorandum of Points and Authorities in
18 support of Plaintiff’s Unopposed Motion, and Declaration of Daniel V. Santiago in support of
19 Plaintiff’s Unopposed Motion), and good cause appearing for the relief requested therein,

20 **IT IS HEREBY ORDERED THAT:**

21 1. The Court approves of the settlement of Plaintiff’s PAGA claims against the
22 Defendant on behalf of himself (i.e., Plaintiff’s PAGA claims against the Defendant as
23 representative of the State of California on behalf of himself as an allegedly aggrieved employee)
24 for Five Hundred Dollars (\$500) to be paid as follows: (a) Three Hundred Seventy Five Dollars
25 (\$375) to the Labor and Workforce Development Agency (“LWDA”) (i.e., 75% of the PAGA
26 settlement); and (b) One Hundred Twenty Five Dollars (\$125) to the Plaintiff (i.e., 25% of the
27 PAGA settlement). The aforementioned settlement payments to the LWDA and Plaintiff shall be
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1 made by Defendant in accordance with the terms of the parties' Confidential Settlement Agreement
2 and Mutual Release of All Claims ("Settlement Agreement").

3 2. Plaintiff's PAGA claims against the Defendant as representative of the State of
4 California on behalf of herself as an allegedly aggrieved employee are hereby dismissed with
5 prejudice in accordance with the terms of the parties' Settlement Agreement.

6 4. Plaintiff's PAGA claims against the Defendant as representative of the State of
7 California on behalf of the other allegedly aggrieved employees are hereby dismissed without
8 prejudice in accordance with the terms of the parties' Settlement Agreement.

9 5. Plaintiff's individual non-PAGA claims against the Defendant are hereby dismissed
10 with prejudice in accordance with the terms of the parties' Settlement Agreement.

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12 Dated: _____

The Honorable Judge David A. Rosen
Judge of Los Angeles County Superior Court