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

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

Plaintiff,

v.

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

Defendants.

Case No. 22GDCV00184

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
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

The Plaintiff, Joshua E. Daniels, by and through his undersigned counsel, respectfully
submits this Memorandum of Points and Authorities in support of Plaintiff's Unopposed Motion for
an Order: (1) approving the settlement of Plaintiff's claims under the Private Attorneys' General
Act of 2004 ("PAGA"), California Labor Code ("Labor Code") §2698 et seq., against the
Defendant, Admiral Security Services, Inc., on behalf of himself and dismissing those claims with

1 prejudice; and (2) dismissing Plaintiff's PAGA claims on behalf of the other aggrieved employees
2 without prejudice (hereinafter referred to as "Plaintiff's Unopposed Motion").

3 I. SUMMARY OF THE CLAIMS AT ISSUE

4 Plaintiff filed his Individual and Representative Action Complaint ("Complaint") against the
5 Defendant on April 15, 2022. (Declaration of Daniel V. Santiago in Support of Plaintiff's
6 Unopposed Motion ["Santiago Decl.," ¶3). Plaintiff's Complaint contains Plaintiff's claims as
7 representative of the State of California on behalf of all aggrieved employees for civil penalties
8 under the PAGA arising from various alleged violations of the California Labor Code and Industrial
9 Welfare Commission Wage Order No. 4-2001. (Santiago Decl., ¶4). As used herein and in
10 Plaintiff's Complaint, the term "aggrieved employees" is defined as all California residents who
11 were employed by Defendant as loss prevention agents and/or security guards and worked for
12 Defendant in Los Angeles County, California, at any time within the time period of one (1) year
13 preceding the filing of the Complaint up to and through the date of the trial of the Action. (Santiago
14 Decl., ¶5).

15 Plaintiff's claims in this action arise from Defendant's alleged failures, *inter alia*: (a) to pay
16 wages for all hours worked off-the-clock in violation of Labor Code §§204(a), 218.6, 510(a),
17 1194(a) and 1197 and IWC Wage Order No. 4-2001, §§3(A) and 4(B) (First Cause of Action) and
18 PAGA penalties relating thereto (Fifth Cause of Action); (b) to pay reporting-time wages in
19 violation of IWC Wage Order No. 4-2001, §5 (Second Cause of Action) and PAGA penalties
20 relating thereto (Sixth Cause of Action); (c) to furnish accurate itemized wage statements in
21 violation of Labor Code §226(a) (Third Cause of Action) and PAGA penalties relating thereto
22 (Seventh Cause of Action); and (d) to timely pay all wages due upon termination of employment in
23 violation of Labor Code §§201 - 203 (Fourth Cause of Action) and PAGA penalties relating thereto
24 (Eighth Cause of Action). (Santiago Decl., ¶6). Defendant denies the material allegations in
25 Plaintiff's Complaint. (Santiago Decl., ¶7). Defendant further denies any violation of the Labor
26 Code or other wrongdoing. (Santiago Decl., ¶7).

1 Plaintiff has filed an Unopposed Motion for an Order: (1) approving the settlement of
2 Plaintiff's PAGA claims on behalf of himself and dismissing those claims with prejudice; and (2)
3 dismissing Plaintiff's PAGA claims on behalf of the other aggrieved employees without prejudice
4 ("Plaintiff's Unopposed Motion"). Plaintiff respectfully submits that the Court should grant the
5 relief requested herein for the reasons set forth below.

6 **II. STATUS OF THE LITIGATION**

7 Plaintiff's Complaint against Defendant is the operative complaint in the Action. (Santiago
8 Decl., ¶3). If the Court grants the relief requested herein, Plaintiff would respectfully request that
9 the Court vacate all dates on its calendar relating to the Action. (Santiago Decl., ¶8). Of note, an
10 initial case management conference has been scheduled for September 14, 2022, at 8:30 a.m. in
11 Department E of the Los Angeles Superior Court, Glendale Courthouse, and this case is not
12 currently set for trial. (Santiago Decl., ¶8).

13 **III. THE PARTIES' SETTLEMENT AGREEMENT**

14 The parties have executed a Confidential Settlement Agreement and Mutual Release of All
15 Claims ("Settlement Agreement") reflecting the settlements of Plaintiff's individual PAGA claims
16 against the Defendants for Five Hundred Dollars (\$500) and Plaintiff's individual non-PAGA
17 claims against the Defendants for Thirteen Thousand Two Hundred Fifty Dollars (\$13,250), for a
18 Gross Settlement Amount of Thirteen Thousand Seven Hundred Fifty Dollars (\$13,750). (Santiago
19 Decl., ¶9). A true and correct copy of the parties' Settlement Agreement is attached to the Santiago
20 Decl. as Exhibit 1.

21 Under the Settlement Agreement, Defendant shall pay a Gross Settlement Amount of
22 Thirteen Thousand Seven Hundred Fifty Dollars (\$13,750) as follows: (a) Three Hundred Seventy
23 Five Dollars (\$375) to the Labor and Workforce Development Agency ("LWDA") in connection
24 with the settlement of Plaintiff's PAGA claims against the Defendant on behalf of himself (i.e.,
25 75% of the PAGA settlement in accordance with Labor Code §2699(i)); (b) One Hundred Twenty
26 Five Dollars (\$125) to Plaintiff in connection with the settlement of Plaintiff's PAGA claims
27 against the Defendant on behalf of himself (i.e., 25% of the PAGA settlement in accordance with
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1 Labor Code §2699(i)); (c) Five Hundred Dollars (\$500) to Plaintiff in connection with the
2 settlement of Plaintiff's individual non-PAGA / wage-related claims against the Defendant (to be
3 reported on an IRS Form W-2 and its state and local equivalents); (d) Six Thousand One Hundred
4 Twenty Five Dollars (\$6,125) to Plaintiff in connection with the settlement of Plaintiff's individual
5 non-PAGA / non-wage-related claims and general damages against the Defendant (to be reported on
6 an IRS Form 1099 and its state and local equivalents); and (e) Six Thousand Six Hundred Twenty
7 Five Dollars (\$6,625) to Plaintiff's counsel's firm in connection with the settlement of Plaintiff's
8 individual non-PAGA claims against the Defendant (to be reported on an IRS Form 1099 and its
9 state and local equivalents). (Santiago Decl., ¶10).

10 Notably, the parties' Settlement Agreement (including, *inter alia*, the parties' agreement to
11 settle Plaintiff's individual PAGA claims against the Defendant for Five Dollars (\$500)) is subject
12 to, and expressly conditioned upon, the Court's entry of an Order: (a) approving of the settlement of
13 Plaintiff's PAGA claims on behalf of himself and dismissing those PAGA claims with prejudice;
14 (b) dismissing Plaintiff's PAGA claims on behalf of the other aggrieved employees of Defendant
15 without prejudice; and (c) dismissing Plaintiff's non-PAGA claims with prejudice. (Santiago Decl.,
16 ¶11).

17 **IV. PLAINTIFF REQUESTS THE COURT'S APPROVAL OF THE PROPOSED**
18 **SETTLEMENT OF HIS PAGA CLAIMS ON BEHALF OF HIMSELF, AS**
19 **REQUIRED.**

20 The proposed settlement of Plaintiff's PAGA claims on behalf of himself is fair and
21 reasonable in light of the following factors, among others: (a) Plaintiff's counsel has conducted
22 sufficient investigation of the facts underlying Plaintiff's claims that support Plaintiff's counsel's
23 conclusion that the proposed settlement of Plaintiff's PAGA claims on behalf of himself is fair and
24 reasonable (such investigation and discovery have included Plaintiff's counsel's engaging in
25 numerous, detailed conversations with Plaintiff regarding the underlying facts and the status of the
26 parties' settlement discussions); (b) any settlement, including the proposed settlement in the Action,
27 should take into consideration the time, inconvenience and uncertainty of trial that are avoided by
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1 the settlement; (c) under Labor Code §2699(i), allegedly aggrieved employees like Plaintiff are
2 entitled to receive only 25% of any PAGA settlement with the remaining 75% to be paid to the
3 LWDA; and (d) as explained in detail in the Santiago Decl. at ¶¶13-14, the proposed settlement of
4 Plaintiff's PAGA claims on behalf of himself for Five Hundred Dollars (\$500) exceeds Plaintiff's
5 counsel's evaluation of a fair and reasonable settlement of those PAGA claims. (Santiago Decl.,
6 ¶¶12-14).

7 Plaintiff requests the Court's approval of the proposed settlement of his PAGA claims on
8 behalf of himself in accordance with Labor Code §2699(l)(2) which requires Court approval for
9 every PAGA settlement.¹ Labor Code §2699(l)(2) further requires that the proposed PAGA
10 settlement be submitted to the LWDA at the same time that it is submitted to the Court.
11 Accordingly, Plaintiff's counsel submitted copies of Plaintiff's Unopposed Motion and all related
12 papers to the LWDA (via online filing with the LWDA) immediately before filing those papers in
13 the Los Angeles County Superior Court. (Santiago Decl., ¶28). A true and correct copy of the
14 email Plaintiff's counsel received from the DIR PAGA Unit on behalf of the LWDA confirming his
15 submission of those papers to the LWDA earlier that day is attached to the Santiago Decl. as
16 Exhibit 2. (Santiago Decl., ¶28).

17 Plaintiff's counsel does not anticipate receiving any objection or other communication from
18 the LWDA regarding the relief requested herein. (Santiago Decl., ¶29). Plaintiff's counsel will
19 advise the Court whether he has received any such objection or other communication from the
20 LWDA during the hearing on this Unopposed Motion. (Santiago Decl., ¶29).

21 **V. THE COURT'S DISMISSAL OF PLAINTIFF'S PAGA CLAIMS ON BEHALF OF**
22 **THE OTHER AGGRIEVED EMPLOYEES WITHOUT PREJUDICE IS**
23 **WARRANTED, PARTLY BECAUSE TWO PREVIOUSLY-FILED**
24 **REPRESENTATIVE PAGA ACTIONS AGAINST THE DEFENDANT ARE**
25 **PENDING IN OTHER CALIFORNIA STATE COURTS.**

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27 ¹ Labor Code §2699(l)(2) provides that "[t]he superior court shall review and approve any settlement of any
28 civil action filed pursuant to this part. The proposed settlement shall be submitted to the agency at the same
time that it is submitted to the court."

1 Plaintiff respectfully requests that the Court enter an Order dismissing Plaintiff's PAGA
2 claims on behalf of the other aggrieved employees without prejudice. Plaintiff submits that such an
3 Order is warranted, in part because two previously-filed representative PAGA actions against the
4 Defendant are pending in other California state courts, as described more fully below.

5 On April 28, 2022, Defendant's counsel called to Plaintiff's counsel's attention the
6 following two representative PAGA actions against Defendant of which Plaintiff and Plaintiff's
7 counsel were unaware when Plaintiff's counsel filed Plaintiff's Complaint in this action on April 15,
8 2022: *D'Artagnan Hutcherson vs. Admiral Security Services, Inc.*, Fresno Superior Court, Case No.
9 20 CECG 02863 (filed on September 29, 2020); and *Gustavo Sanchez v. Admiral Security Services,*
10 *Inc.*, Contra Costa County Superior Court, Case No. C21-01792 (filed on August 27, 2021).
11 (Santiago Decl., ¶15). Based upon Plaintiff's counsel's review of the operative complaints in the
12 *Hutherson* and *Sanchez* cases, all of Plaintiff's PAGA claims in this action (except possibly
13 Plaintiff's PAGA claims against Defendant for Defendant's alleged failure to pay reporting-time
14 wages) are related to (and, therefore, would fall within) the PAGA claims in the *Hutherson* and
15 *Sanchez* cases. (Santiago Decl., ¶15). Given the pendency of the previously-filed *Hutherson* and
16 *Sanchez* cases and the PAGA claims alleged therein, there are ample grounds for the Court to
17 dismiss Plaintiff's PAGA claims in this action without prejudice. (Santiago Decl., ¶15).

18 **VI. ADDITIONAL GROUNDS SUPPORTING THE RELIEF REQUESTED BY**
19 **PLAINTIFF'S UNOPPOSED MOTION**

20 Notice of this representative action has not been required to be provided to (and has not been
21 provided to) the other aggrieved employees. (Santiago Decl., ¶16). *See, e.g., Baumann v. Chase*
22 *Inv. Servs. Corp.*, 747 F.3d 1117, 1122 (9th Cir. 2014) ("PAGA has no notice requirements for
23 unnamed aggrieved employees, nor may such employees opt out of a PAGA action); *O'Connor v.*
24 *Uber Techs., Inc.*, 201 F. Supp. 3d 1110, 1134 (N.D. Cal. 2016) ("PAGA does not require class
25 actions procedures, such as notice and opt-out rights."); and *Ochoa-Hernandez v. Cjaders Foods,*
26 *Inc.*, 2010 WL 134077, at *5 (N.D. Cal. Apr. 2, 2010) ("Unnamed employees need not be given
27 notice of the PAGA claim, nor do they have the ability to opt-out of the representative PAGA
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claim.”)

Additionally, Plaintiff respectfully submits that the relief requested by Plaintiff’s Unopposed Motion is warranted, partly because the proposed dismissals described herein will not prejudice any of the other aggrieved employees. That conclusion is supported by the following factors, among others: (a) the *Baumann*, *O’Connor* and *Ochoa-Hernandez* cases cited above support the proposition that unnamed aggrieved employees need not be given notice of the PAGA claims; (b) Plaintiff’s counsel is unaware of any other aggrieved employees’ reliance on the Plaintiff or Plaintiff’s counsel to prosecute this representative action for his or his benefit; and (c) Plaintiff’s counsel is unaware of any factor that prevents any other aggrieved employee from pursuing individual claims against the Defendant if he or she elects to do so. (Santiago Decl., ¶17).

Further, Plaintiff respectfully submits that the relief requested by Plaintiff’s Unopposed Motion is warranted in light of the following additional factors: (1) the parties are prepared to consummate their Settlement Agreement immediately after the Court approves of the settlement of Plaintiff’s PAGA claims on behalf of himself and dismisses those PAGA claims with prejudice, dismisses Plaintiff’s PAGA claims on behalf of other aggrieved employees without prejudice, and dismisses Plaintiff’s non-PAGA claims with prejudice; and (2) there is no just reason to delay the consummation of the parties’ Settlement Agreement. (Santiago Decl., ¶18).

VII. REQUESTED RELIEF

For the foregoing reasons and in accordance with the terms of the parties’ Settlement Agreement, Plaintiff respectfully requests that the Court enter an Order, *inter alia*: (1) approving the settlement of Plaintiff’s PAGA claims against the Defendant on behalf of himself in the total amount of Five Hundred Dollars (\$500) and the corresponding payments of Three Hundred Seventy Five Dollars (\$375) to the LWDA and One Hundred Twenty Five Dollars (\$125) to Plaintiff; (2) dismissing Plaintiff’s PAGA claims against the Defendant on behalf of himself with prejudice; (3) dismissing Plaintiff’s PAGA claims against the Defendant on behalf of the other aggrieved employees without prejudice; (4) dismissing Plaintiff’s non-PAGA claims against the Defendant with prejudice; and (5) granting such additional relief as the Court deems just and appropriate.

1 Plaintiff respectfully files under separate cover a [Proposed] Order reflecting the relief requested
2 herein.

3 Plaintiff's counsel has provided Defendant's counsel with final drafts of Plaintiff's
4 Unopposed Motion and related papers. (Santiago Decl., ¶27). Defendant's counsel has informed
5 Plaintiff's counsel that Defendant's counsel does not oppose the relief requested herein. (Santiago
6 Decl., ¶27).

7 Dated: September 8, 2022

LAW OFFICES OF DANIEL V. SANTIAGO, P.C.

8 By:



9 Daniel V. Santiago, Esq.

10 Attorney for Plaintiff, Joshua E. Daniels
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