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individually, and on behalf of all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ROBERT NAVARRO, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

SQUAD SECURITY CA, INC.; and DOES
1 through 20, inclusive,

Defendants.

Case No. 22STCV24108

*Assigned for all purposes to:
Hon. Maren Nelson
Dept. 17*

**PLAINTIFFS' SUPPLEMENTAL
BRIEFING IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: November 8, 2023
Time: 9:00 a.m.
Dept: 17

1 Plaintiff Robert Navarro and Plaintiff Andwele Arrington (“Plaintiffs”), by and through
2 their attorneys of record, hereby submit Plaintiffs’ Supplemental Briefing in Support of Plaintiffs’
3 Motion for Preliminary Approval of Class and Representative Action Settlement (“Supplemental
4 Briefing”).

5 On June 2, 2023, Plaintiffs, through their attorneys of record, filed a Motion for
6 Preliminary Approval of Class and Representative Action Settlement and related papers (“MPA
7 filings”). The hearing on Plaintiffs’ MPA filings was originally scheduled for August 7, 2023
8 (“Preliminary Approval Hearing”). At the hearing the Court continued the Motion for Preliminary
9 Approval hearing to November 8, 2023 at 9:00 a.m. in Dept. 17 and requested that Counsel file
10 supplemental papers addressing the Court’s concerns pursuant to the Court’s August 7, 2023 Order.
11 Plaintiffs hereby supplement their June 2, 2023 MPA filings, and address the Court’s concerns from its
12 August 7, 2023 Order as follows:

13 **(1) Dunk/Kullar Analysis:**

- 14 **a. The Court’s Order states, in part, that “There is no briefing or evidence as to what**
15 **Plaintiff’s responsibilities were, the nature of the proposed class, or the like. This makes**
16 **it difficult to determine whether the analyses by counsel is reasonable”.**

17 Plaintiffs provide supplemental briefing as follows:

18 The class is all non-exempt employees in California and consists solely of individuals
19 who are former and current off-duty law enforcement officers and other trained security
20 personnel who provide security services in various settings. The job duties performed by class
21 members includes protecting valuable cargo from its arrival in the country until it reaches its
22 final sales destination, guarding a specific location such as an office or private home, and
23 protecting the safety and privacy of a crew creating advertising or other content. See
24 Supplemental Declaration of Michael Sapraicone (“Suppl. Sapraicone Decl.”) in Support of
25 Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. ¶5.

26 Plaintiff Robert Navarro’s duties included protecting valuable cargo from its arrival
27 in the country until it reaches its final sales destination and guarding a specific location such
28 as an office or private home. See Supplemental Declaration of Plaintiff Robert Navarro in

1 Support of Motion for Preliminary Approval of Class Action Settlement (“Suppl. Navarro
2 Decl.”) ¶2. Plaintiff Andwele Arrington’s duties consisted of patrolling designated shopping
3 areas e.g., Apple Stores, Malls, Events, Sets, etc. See Supplemental Declaration of Plaintiff
4 Andwele Arrington in Support of Motion for Preliminary Approval of Class Action
5 Settlement (“Suppl. Arrington Decl.”) ¶3. Accordingly, the proposed class consists of non-
6 exempt California employees who provided security services during the class period i.e.,
7 from March 28, 2018 through the date of preliminary approval.

8 Regarding the *Kullar* analysis of the risks faced by Plaintiffs, Defendant’s position
9 was that on the way back from an escort, guards were free of duties beyond travel and they
10 are instructed to follow Squad Security’s meal and rest break policies, and take their meal and
11 rest breaks as needed. When guards are guarding a specific location such as an office or
12 private home, shifts are generally eight hours long, or fewer depending on the assignment so
13 Defendant contends those guards would be able to follow the Company’s meal and rest break
14 policies without issue. When guards provide security for TV and film productions, Defendant
15 contends a supervisor is responsible for making sure everyone takes their meal and rest breaks
16 as required. Suppl. Sapriacone Decl. ¶7.

17 The vast majority of the putative class signed On Duty Meal Period Agreements due
18 to the nature of the duties described above. Defendant produced evidence for mediation
19 showing it paid employees for time spent in on-duty meal periods and still paid meal period
20 premiums. Further, Squad Security’s rest break policy explained an employee is entitled to
21 “a rest break for each increment of four (4) hours of work, or major fraction thereof. See
22 Supplemental Declaration of Namrata Kaur (“Supp. Kaur Decl.”) in Support of Plaintiffs’
23 Motion for Preliminary Approval of Class Action Settlement. ¶5.

24 Plaintiffs apologize to the Court for a typographical error in their *Kullar* analysis. The
25 Kaur Declaration described the meal period claim and rest break claim as valued at 50% but
26 this was a typographical error. Given the compliant policies, the on-duty meal period
27 agreements, and the difficulty of proving rest break claims on a class-wide basis in a
28 manageable way, Plaintiffs believed they had a 5% chance of prevailing on the rest breaks

1 claim and 5% chance of prevailing on the meal period claim (not 50%). Suppl. Kaur Decl.,
2 ¶ 7.

3 The above factors were taken into account when weighing the risks and ultimately
4 reaching the settlement.

- 5 **b. The Court’s Order states, in part, that “Details regarding the discovery undertaken**
6 **(formal or informal) should be provided. Was any party deposed? What records were**
7 **produced?”**

8 Plaintiffs provide supplemental briefing as follows:

9 Through informal discovery Defendant produced Defendant’s policy
10 documents which was the Squad Security Employee Policy and Procedure Manual, specific
11 policies relevant to the claims in this lawsuit, as well as the on-duty meal period agreement
12 that class members signed. Defendant also produced all time and payroll records for all the
13 Class Members for the class period, as well as data pertaining to the class such as hours, shift
14 lengths, hours worked and pay rates. The parties pursued early mediation and did not engage
15 in deposition practice. Suppl. Kaur Decl., ¶ 3.

- 16 **c. The Court’s Order states, in part, that “Attorney Rose’s declaration at ¶4 states that**
17 **Defendant produced a sampling of the putative class’s payroll data, however the**
18 **Settlement Agreement at ¶2.4 states that that Plaintiffs obtained copies of all time and**
19 **payroll records. Clarify whether Counsel was provided a sample or all of the data and if**
20 **only a sample was received why it is statistically significant”.**

21 Plaintiffs provide supplemental briefing as follows:

22 Please see attached Attorney Rose’s Supplemental Declaration (“Suppl. Rose Decl.”)
23 in Support of Motion for Approval of Class Action Settlement ¶ 3, stating that “Squad
24 Security CA, Inc. informally produced the following documents: Plaintiffs’ entire personnel
25 files including the employment handbook, and all the class members’ payroll data”. The
26 reference to a “sampling” was a typographical error. *Id.*

- 27 **d. The Court’s Order states, in part, that “Attorney Kaur should verify that she attended**
28 **the mediation and engaged in the discounting analysis described in her Declaration prior**

1 **to or at the mediation. See Attorney Kaur’s Decl. ¶¶ 11-19”.**

2 Plaintiffs provide supplemental briefing as follows:

3 Please see attached Suppl. Kaur Decl. ¶ 4, stating that she attended the mediation on
4 March 10, 2023 and engaged in the discounting analysis at the mediation.

5 **(2) Adequacy:**

- 6 **a. The Court’s Order states, in part, that “Plaintiff Navarro has provided no declaration**
7 **evidencing that he understands the obligations of being an adequate class representative,**
8 **the details of what he has done or will do to demonstrate the adequacy of his**
9 **representation, and the substantial burden he will undertake in order to represent the**
10 **putative class in this case. See Soderstedt v. CBIZ Southern California, LLC (2011) 197**
11 **Cal.App.4th 133, 155-156; Jones v. Farmers Ins. Exchange (2013) 221 Cal.App.4th 986,**
12 **998-999”.**

13 Plaintiffs provide supplemental briefing as follows:

14 Please see attached Plaintiff Navarro’s declaration evidencing that he understands the
15 obligations of being an adequate class representative, the details of what he has done or will
16 do to demonstrate the adequacy of his representation, and the substantial burden he will
17 undertake in order to represent the putative class in this case. Supp. Navarro Decl. ¶¶ 3,4.

18 **(3) Scope of Release:**

- 19 **a. The Court’s Order states, in part, that “See Settlement Agreement ¶1.43. Why would it**
20 **be appropriate for the release to extend to Defendant’s “employees”? Do proposed class**
21 **members have claims against others in the class? If so, does this create an intra-class**
22 **conflict?”**

23 Plaintiffs provide supplemental briefing as follows:

24 While the parties believe that class members would not have claims against each other
25 given the operational structure, the parties have agreed to replace “employees” with “exempt
26 employees who are not Class Members or PAGA Group Members.” Therefore, there is no
27 potential for conflict.

28 ¶1.43 of the Amended Settlement Agreement now states “Released Parties” means:

Defendant, Squad Security, Inc., and all of their present and former parent companies, subsidiaries, affiliates and joint ventures, and all of their officers, directors, exempt employees who are not Class Members or PAGA Group Members, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them.” Thus “employees” of Defendant was removed. Please see Amended Settlement Agreement attached as Exhibit 1 to Suppl. Kaur Decl.

b. The Court’s Order states, in part, that “Provide a copy of Plaintiff’s LWDA letter to the court for review”.

Plaintiffs provide supplemental briefing as follows:

Please see attached Plaintiff Arrington’s LWDA Letter attached as Exhibit 3 to Suppl. Kaur Decl. and also please see attached Navarro LWDA Letters attached as Exhibit A and Exhibit B to the Suppl. Rose Decl.

(4) Settlement Agreement:

a. The Court’s Order states, in part, that “See Settlement Agreement ¶3.2.4. How did Counsel determine the 90%- 10% split of the individual payments for Class and FLSA claims?”

Plaintiffs provide supplemental briefing as follows:

The claims in the Amended (operative) Complaint fall into three buckets: unpaid wages allegations, missed meal and rest break allegations, and derivative penalties. As mentioned in the *Kullar* analysis submitted with Plaintiffs’ Motion for Preliminary Approval, Plaintiffs believed the meal period claim was potentially worth \$843,275.27 but with a 5% chance of prevailing, the meal period claim would be worth about \$42,163.76; the rest break claim was potentially worth \$1.7 million but with a 5% chance of prevailing, the rest break claim would be worth about \$85,000; the unpaid wage claim was potentially worth \$150,981.29 but with a 50% chance of prevailing, the unpaid wage claim would be worth about \$75,490.65; the expense reimbursement claim was potentially worth \$247,691.93 but with almost no chance of prevailing (approximately 5%), the expense reimbursement claim would be worth about \$12,384.60; the derivative wage statement and waiting time were potentially worth \$4 million

but with almost no chance of prevailing (approximately 5%), these derivative claims would be worth about \$200,000; and the derivative PAGA claim was potentially worth \$5 million but with almost no chance of prevailing plus the chance of reductions by the court, the Parties attributed \$28,750 to PAGA. Suppl. Kaur Decl., ¶ 8.

Using the discounted values described above, the FLSA claims would add another \$114,102.50 in liquidated damages (a smaller amount than the entire unpaid wage portion available under California law given the shorter statute of limitations for FLSA claims), which makes up about 11% of the settlement value as shown in the chart below:

Claim	Maximum Exposure	Chance of Prevailing	Discounted Value	Percentage of Damages
Meal	\$ 843,275.27	5.0%	\$ 42,163.76	8%
Rest	\$ 1,700,000.00	5.0%	\$ 85,000.00	17%
Unpaid Wages	\$ 150,981.29	50.0%	\$ 75,490.65	15%
FLSA Liquidated Damages	\$ 114,102.05	50.0%	\$ 57,051.03	11%
2802	\$ 247,691.93	5.0%	\$ 12,384.60	2%
Derivative	\$ 4,000,000.00	5.0%	\$ 200,000.00	40%
PAGA	\$ 5,000,000.00	0.6%	\$ 28,750.00	6%
Total:	\$ 12,056,050.54		\$ 500,840.03	

For simplicity, the 11% is rounded down to 10% for the FLSA allocation. Suppl. Kaur Decl., ¶ 9.

b. The Court’s Order states, in part, that “See Settlement Agreement ¶1.3.1.c. The Court prefers that the PAGA Aggrieved Employees definition does not refer to the “Class Members,” but should be sufficiently descriptive on its own in specifying the job category of aggrieved employees and time period that it covers.

Plaintiffs provide supplemental briefing as follows:

¶1.3.1.c of the Amended Settlement Agreement now states “ ‘Aggrieved Employees’ or ‘PAGA Group Members’ are individuals who have been employed by Defendant in a non-exempt position in California at any time during the period May 19, 2021 through the date of Preliminary Approval.” Please see Amended Settlement Agreement attached as Exhibit 1 to Suppl. Kaur Decl.

1 **(5) Notice and Notice Administration:**

- 2 a. **The Court's Order states, in part, that "If notice will be given in English only, explain**
3 **why this is sufficient".**

4 Plaintiffs provide supplemental briefing as follows:

5 The Parties agreed to send the Notice in English only because the Class Members and
6 PAGA Group Members all necessarily speak English. All of them have a background in law
7 enforcement and most are off-duty or retired police officers. As such they must be able to speak
8 English. See Suppl. Saprocione Decl. ¶ 6.

9 **(6) Settlement Administration:**

- 10 a. **The Court's Order states, in part, that "The settlement administrator's declaration**
11 **indicates that administration costs are capped at \$10,000. (Declaration of Julie Green,**
12 **Exhibit B thereto.) Why would it be necessary for the agreement to provide for costs up**
13 **to \$20,000 (¶3.2.3)?"**

14 Plaintiffs provide supplemental briefing as follows:

15 ¶3.2.3 of the Amended Settlement Agreement now states "To the Administrator: An
16 Administrator Expenses Payment not to exceed \$10,000 except for a showing of good cause
17 and as approved by the Court. To the extent the Administration Expenses are less or the Court
18 approves payment of less than \$10,000, the Administrator will retain the remainder in the Net
19 Settlement Amount".

20 **(7) Miscellaneous:**

- 21 a. **The Court's Order states, in part, that "Provide information regarding any fee splitting**
22 **agreement and whether the client has given written approval. (Mark v. Spencer (2008)**
23 **166 Cal.App.4th 219; Rules Prof. Conduct, rule 1.5.1; Cal. Rules of Court, rule 3.769.)".**

24 Plaintiffs provide supplemental briefing as follows:

25 Aegis Law firm, PC and Frontier Law Center agreed to a 50-50 fee split in the event there
26 is a recovery in the case, either by settlement, judgment, arbitration award, or otherwise, and
27 award of any type of damages or other monetary relief and/or an award of attorneys' fees and
28 that attorneys shall recover fees after reimbursing such costs and expenses. Please see Joint

Prosecution Agreement attached as Exhibit 4 to Suppl. Kaur Decl. at 3.b. Both Plaintiff Navarro and Plaintiff Arrington have given written approval of the fee split. Please see Joint Prosecution Agreement attached as Exhibit 4 to Suppl. Kaur Decl.

b. The Court's Order states, in part, that "The Settlement Agreement is only signed by Counsel for the Parties. Assure the Settlement Agreement and Notice are consistent and that the Settlement Agreement has been signed by all parties and counsel. Carefully proofread both".

Plaintiffs provide supplemental briefing as follows:

The Amended Settlement Agreement is signed by all parties and counsel. Please see Amended Settlement Agreement attached as Exhibit 1 to Supplemental Kaur Decl. The redlined version of the Amended Settlement Agreement and Class Notice is attached as Exhibit 2 to Suppl Kaur Decl. Plaintiffs submitted the Amended Settlement Agreement and this supplemental brief to the LWDA, and have attached the LWDA's confirmation as Exhibit 5 to the Suppl. Kaur Decl.

Dated: October 23, 2023

AEGIS LAW FIRM, PC

By: Namrata Kaur
Namrata Kaur
Attorneys for Plaintiffs