

1 JAMES HAWKINS APLC
JAMES R. HAWKINS SBN 192925
2 GREGORY MAURO, SBN 222239
MICHAEL CALVO, SBN 314986
3 AVA ISSARY, SBN 342252
9880 Research Drive, Suite 200
4 Irvine, California 92618
Telephone: (949) 387-7200
5 Facsimile: (949) 387-6676
James@jameshawkinsaplc.com
6 Greg@jameshawkinsaplc.com
Michael@jameshawkinsaplc.com
7 Ava@jameshawkinsaplc.com

8 Attorneys for BRANDON HARRIS and NATHAN ALLEN TURNER on behalf of
9 the general public as private attorney general

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

12 BRANDON HARRIS and NATHAN ALLEN
13 TURNER, on behalf of the general public as
private attorney general,

14 Plaintiffs,

15
16 v.

17 UNIVERSAL PROTECTION SERVICE LP
18 DBA ALLIED UNIVERSAL SECURITY
SERVICES a California Corporation; and
19 DOES 1-50, inclusive,

20 Defendant.

Case No. CGC-23-606656
[Assigned for all purposes to Judge Andrew
Y.S. Cheng, Dept. 613]

**[PROPOSED] ORDER APPROVING
INDIVIDUAL PAGA SETTLEMENT
AND JUDGMENT**

Date: September 23, 2024
Time: 10:00 AM
Dept.: 613

1 **[PROPOSED] ORDER**

2 This matter came on for hearing on September 23, 2024 at 10:00 a.m. in Department 613
3 of the above-entitled Court, the Honorable Andrew Y.S. Cheng presiding. Based on the
4 pleadings on record, all papers submitted in connection with Plaintiffs' Notice of Unopposed
5 Motion and Motion to Approve Individual PAGA Settlement (the "Motion"), and for good cause
6 appearing, Plaintiffs' Unopposed Motion is GRANTED.

7 The Court having reviewed the Settlement and General Release Agreement ("Settlement"
8 or "Settlement Agreement") hereby ORDERS AND ADJUDGES:

9 1. The Court, for purposes of this Order, refers to all defined terms as set forth in the
10 Settlement Agreements.

11 2. The Court finds the Individual Settlement was entered into in good faith, that the
12 individual settlement is fair, reasonable and adequate, and that the settlement satisfies the
13 standards and applicable requirements for approval of PAGA representative actions under
14 California law. The Settlement is hereby accepted and approved.

15 3. The Parties shall bear their own respective attorneys' fees and costs, except as
16 otherwise provided for in the Settlement and approved by the Court.

17 4. The Settlement is not an admission by Defendant nor is this Order a finding of the
18 validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the
19 Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement,
20 may be used as an admission of any fault, wrongdoing, omission, concession, or liability
21 whatsoever by or against Defendant.

22 5. Defendant shall pay the Gross Settlement Amount of \$30,000.00 according to the
23 terms of the Settlement Agreements.

24 (a) The Court approves payment to Plaintiffs' counsel of Attorneys' Fees and costs in
25 the amount of \$12,690.27¹ to be paid from the Gross Settlement Amount

26 (b) The Court approves payment to Plaintiffs in the amount of \$16,909.73² for

27 ¹ \$4,345.13 of Plaintiff Harris' Settlement amount is allocated to Attorney's Fees Payment Amount and \$8,345.14 of
28 Plaintiff Turner's Settlement amount is allocated to Attorney's Fees Payment Amount totaling \$12,690.27.

² \$4,041.16 allocated for penalties and/or interest for Plaintiff Harris' individual claims and \$1,413.71 allocated for

1 settlement of their individual PAGA claims. Of this amount, \$100.00 (\$50.00 for
2 each Plaintiff) will be for the 25% portion of the Settlement Sum attributed to
3 Plaintiffs' individual PAGA claim.

4 (c) The Court approves payment to the California Labor and Workforce Development
5 Agency ("LWDA") in the amount of \$300.00 (\$150.00 for each Plaintiff) (Three
6 Hundred Dollars and Zero Cents) representing compensation for any penalties
7 allegedly due to the LWDA pursuant to PAGA. This amount represents 75% of the
8 portion of the Settlement Sum attributed to Plaintiffs' individual PAGA claims.

9 6. By operation of this Order, Plaintiffs shall fully, finally, and forever release and
10 discharge Defendant and the Released Parties from any and all of Plaintiffs' released claims
11 and shall be forever barred from pursuing such released claims against Defendant and the
12 Released Parties.

13 7. Under California Code of Civil Procedure section 664.6, the Court retains
14 jurisdiction over the Parties to the fullest extent necessary to interpret, enforce, and effectuate the
15 terms and intent of the Settlement and this Order.

16 8. Plaintiffs' counsel shall submit a copy of this Order to the LWDA within seven
17 (7) days of the entry of the Order.

18 9. The above-referenced action and all claims asserted by Plaintiffs individually are
19 hereby dismissed with prejudice.

20
21 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
22 **ENTERED ACCORDINGLY.**

23 DATED: _____

24 _____
25 THE HONORABLE ANDREW Y.S. CHENG
26 JUDGE OF THE SUPERIOR COURT

27 Plaintiff Harris' wages for his individual, non-PAGA claims, totaling \$5,454.87 for Plaintiff Harris. \$8,541.14
28 allocated for penalties and/or interest for Plaintiff Turner's individual claims and \$2,913.72 allocated for Plaintiff
Turner's wages for his individual, non-PAGA claims totaling \$11,454.86. \$5,454.87 + \$11,454.86 = \$16,909.73.