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the general public as private attorney general
9

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

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

14 Plaintiffs,

15 v.

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

19 Defendant.

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

**NOTICE OF MOTION AND MOTION
TO APPROVE INDIVIDUAL PAGA
SETTLEMENT AND MEMORANDUM
OF POINTS AND AUTHORITIES IN
SUPPORT OF MOTION**

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

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TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:

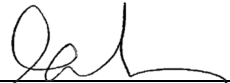
YOU ARE HEREBY NOTIFIED THAT on September 23, 2024 at 10:00 a.m. or as soon thereafter as the matter can be heard, in Department 613 of the above entitled Court before the Honorable Andrew Y.S. Cheng, Plaintiffs BRANDON HARRIS and NATHAN ALLEN TURNER, (collectively "Plaintiffs") will and hereby does move for an order approving the settlement of Plaintiffs' individual PAGA claims alleged against Defendant UNIVERSAL PROTECTION SERVICE LP DBA ALLIED UNIVERSAL SECURITY SERVICES, ("Defendant") in accordance with Labor Code §2699(l). The proposed settlement is set forth in the accompanying General Release And Settlement Agreements ("Settlement", "Agreements" or "Settlement Agreements"). This individual PAGA Settlement resolves this action in its entirety.

This Motion will be based on this notice, the accompanying points and authorities, the Declaration of James Hawkins, and the complete files and records in this action. The Labor Workforce Development Agency has been served with this motion and the Settlement Agreements as set forth in the accompanying proof of service.

Dated: August 29, 2024

Respectfully submitted,

JAMES HAWKINS APLC

By: 

JAMES R. HAWKINS
GREGORY MAURO
MICHAEL CALVO
AVA ISSARY

Attorneys for Plaintiffs individually and on
behalf of the general public as Private
Attorney General

1 **I. INTRODUCTION**

2 Plaintiffs BRANDON HARRIS (“Plaintiff Harris”) and NATHAN ALLEN TURNER
3 (“Plaintiff Turner”) (collectively "Plaintiffs") and Defendant UNIVERSAL PROTECTION
4 SERVICE LP DBA ALLIED UNIVERSAL SECURITY SERVICES (“Defendant”) (together,
5 the “Parties”) reached a settlement of the California Private Attorneys General Act, Cal. Labor
6 Code §2699, et seq. (“PAGA”) claim asserted in this action against Defendant. The only claim in
7 this action is the PAGA claim. In accordance with California Labor Code §2699(l), Plaintiffs now
8 requests that this Court review and approve the settlement of Plaintiffs’ Individual PAGA claims.
9 This is only a settlement of the Plaintiffs’ *individual* PAGA claims for civil penalties, and is not a
10 class settlement and does not release the individual or PAGA claims, if any, of any allegedly
11 aggrieved employees other than the Plaintiffs. Cal. Labor Code § 2699(g)(1); *Iskanian v. CLS*
12 *Transportation*, 59 Cal. 4th 348, 381 (2014).

13 The PAGA settlement is set forth in the accompanying General Release And Settlement
14 Agreements ("Settlement", "Agreements" or "Settlement Agreements"). A true and correct copy
15 of the Settlement Agreement, which sets forth the terms for the settlement of the Individual
16 PAGA claims, is attached as Exhibit 1 (as to Plaintiff Harris) and Exhibit 2 (as to Plaintiff
17 Turner) to the Declaration of James Hawkins, filed herewith. Capitalized terms in this Motion
18 shall have the same meaning as defined in the Settlement Agreements. The LWDA was served
19 notice of this Settlement and this motion as set forth in the Proof of Service accompanying this
20 Motion.

21 A proposed order approving the Individual PAGA settlement is submitted herewith.

22 **II. RELEVANT FACTS**

23 On May 22, 2023, Plaintiffs filed the PAGA Representative Action in the Superior Court
24 of California in and for the County of San Francisco, styled *Brandon Harris and Nathan Allen*
25 *Turner, on behalf of the general public as private attorney general v. Universal Protection*
26 *Service LP Dba Allied Universal Security Services, and Does 1 through 50, Inclusive*, Case No.
27 CGC-23-606656. Plaintiffs alleged a singular cause of action under PAGA for Defendant’s
28 alleged (a) failure to pay minimum and overtime wages, (b) failure to provide meal periods, (c)

1 failure to provide rest periods, (d) failure to pay all wages earned and owed upon separation from
2 Defendant's employ, (e) failure to pay all wages owed timely during employment; (f) failure to
3 provide accurate itemized wage statements, (g) failure to reimburse necessary business expenses,
4 (h) failure to provide suitable seating, (i) failure to pay reporting time pay, and (j) issuing
5 payment of wages in the form of a non-labor code-compliant instrument. (Hawkins Decl., at ¶ 3).
6 Prior to filing his Complaint, on March 15, 2023, Plaintiffs provided the California Labor and
7 Workforce Development Agency ("LWDA") with written notice of his intent to assert those
8 claims. More than 65 days elapsed without Plaintiffs receiving any response from the LWDA,
9 and Plaintiffs thereafter filed the Complaint.

10 During the course of this action Defendant and Plaintiffs exchanged numerous documents
11 and information through informal discovery, including Defendant providing Plaintiffs with their
12 time and payroll records and Defendant's relevant policies. The Parties engaged in significant
13 efforts to obtain the facts regarding the claims asserted.

14 Plaintiffs and Defendant engaged in arms'-length negotiations and entered into the
15 Settlement Agreement to settle Plaintiffs' individual claims and individual PAGA claim, and *not*
16 their representative, non-individual PAGA claim. (Hawkins Decl., at ¶ 4).

17 **III. TERMS OF THE AGREEMENT**

18 The Agreement negotiated by the parties provides for Defendant to pay \$10,000.00 to
19 Plaintiff Harris and \$20,000.00 to Plaintiff Turner, making the Gross Settlement Amount
20 ("GSA") \$30,000.00. (Agreement at § 1). The GSA is subject to Court approval consistent with
21 Labor Code § 2699. The GSA comprises the following components: (1) \$4,041.16 allocated for
22 penalties and/or interest for Plaintiff Harris' individual claims and \$1,413.71 allocated for
23 Plaintiff Harris' wages for his individual, non-PAGA claims (the "Individual Payments
24 Amount"); (2) \$8,541.14 allocated for penalties and/or interest for Plaintiff Turner's individual
25 claims and \$2,913.72 allocated for Plaintiff Turner's wages for his individual, non-PAGA claims
26 (the "Individual Payments Amount"); (3) \$12,690.27 allocated for attorneys' fees (the
27 "Attorney's Fees Payment Amount")¹; (4) \$100.00 (\$50.00 for each Plaintiff) allocated for

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

1 penalties directly recoverable under PAGA for individual violations suffered by Plaintiffs (the
2 “Individual PAGA Amount”); and (5) \$300.00 (\$150.00 for each Plaintiff) allocated to the
3 LWDA under PAGA (the “LWDA Payment Amount”). (Hawkins Decl., at ¶ 5).

4 In exchange for the Individual PAGA Amount and the LWDA Payment, the State of
5 California and Plaintiffs will release Defendant from any and all civil penalties which could be
6 assessed upon and collected from Defendant for violations of PAGA allegedly suffered by
7 Plaintiffs.

8 The California Labor Workforce Development Agency (“LWDA”) is being served with a
9 copy of this motion with the Settlement Agreement through the online process as required by
10 Labor Code § 2699(l). This service on the LWDA is verified in the proof of service served with
11 this motion. (Hawkins Decl., ¶ 7).

12 **IV. THE PARTIES HAVE SETTLED THE INDIVIDUAL PAGA CLAIMS**
13 **ONLY**

14 Plaintiffs’ individual PAGA claim is the *only* PAGA claim being settled through the
15 Settlement Agreement. The Parties are not seeking approval of any PAGA settlement on behalf
16 of other allegedly aggrieved employees. (Hawkins Decl., at ¶¶ 4-5). Plaintiffs are requesting that
17 only their own, individual PAGA claims be dismissed with prejudice, and the PAGA claims as to
18 any other allegedly aggrieved employees be dismissed without prejudice.

19 **V. THE PARTIES REQUEST REVIEW AND APPROVAL OF THE**
20 **SETTLEMENT OF THE PAGA CLAIM**

21 Labor Code § 2699(l) requires that the Court "shall review and approve any settlement of
22 any civil [PAGA] action filed pursuant to this part. The proposed settlement shall be submitted to
23 the agency at the same time that it is submitted to the court." Consequently, the parties
24 respectfully ask the Court to review and approve the settlement of the Plaintiffs’ individual
25 PAGA claim.

26 **A. The Remaining Settlement Terms Are Fair and Reasonable**

27 Although PAGA requires that a court approve the proposed PAGA settlement, Labor
28 Plaintiff Turner’s Settlement amount is allocated to Attorney’s Fees Payment Amount totaling \$12,690.27.

1 Code § 2699(1) does not require that a court approve any other elements of the proposed
2 settlement. Because there are no class allegations, the approval provisions applicable to class
3 settlements under Cal. Code Civil Proc. §382 do not apply. Accordingly, the Court only needs to
4 approve the settlement of the civil penalties sought in Plaintiffs' individual PAGA claims.
5 Nevertheless, as explained herein, the settlement terms are reasonable.

6 Finally, no consideration, direct or indirect, is being given to Plaintiffs to resolve the
7 claims of any individual other than Plaintiffs, and the settlement reached between Plaintiffs and
8 Defendant does not release the claims of any individual other than Plaintiffs.

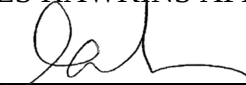
9 The Parties agree to bear their own costs and attorneys' fees with respect to the dismissal
10 of the PAGA claim as to any allegedly aggrieved employees other than Plaintiffs.

11 **VI. CONCLUSION**

12 Based on the foregoing, Plaintiffs respectfully request that this Court approve the
13 Individual PAGA settlement as set forth in the Agreement and enter the proposed order submitted
14 herewith.

15 Dated: August 29, 2024

JAMES HAWKINS APLC

16 By: 

17 JAMES R. HAWKINS
18 GREGORY MAURO
19 MICHAEL CALVO
20 AVA ISSARY

21 Attorneys for Plaintiffs BRANDON HARRIS
22 and NATHAN ALLEN TURNER,
23 individually and on behalf of the general
24 public as Private Attorney General
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I am a resident of the State of California, County of Orange. I am over the age of eighteen years and not a party to the within action. My business address is 9880 Research Drive., Suite 200, Irvine, California 92618.

**NOTICE OF MOTION AND MOTION TO APPROVE INDIVIDUAL PAGA
SETTLEMENT AND MEMORANDUM OF POINTS AND AUTHORITIES IN
SUPPORT OF MOTION**

[PROPOSED] ORDER APPROVING INDIVIDUAL PAGA SETTLEMENT AND JUDGMENT

SERVICE LIST

Executed on August 29, 2024, at Irvine, California


Eddie Magana

Via LWDA Website Only

Labor and Workforce Development Agency

Attn: PAGA Administrator

1515 Clay Street, Ste 801

Oakland, CA 94612

<http://www.dir.ca.gov/Private-Attorneys-General-Act>

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UNIVERSAL PROTECTION SERVICE, LP dba

ALLIED UNIVERSAL SECURITY SERVICES