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SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

JASON JOHNSON, et al. Plaintiff, v. COMMAND INTERNATIONAL SECURITY, et al., Defendants.	NO. 23STCV15872 **PLAINTIFF JASON JOHNSON'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF ADAM ROSE; DECLARATION OF JASON JOHNSON; DECLARATION OF VERONICA OLIVARES; PROPOSED ORDER AND JUDGMENT** **Date: July 14, 2026** **Time: 10:00 a.m.** **Dept: SSC15**

TO ALL PARTIES:

Please take notice that on July 14, 2026 at 10:00 a.m. or as soon thereafter as may be heard in Department SSC15 of the Los Angeles Superior Court located at 312 N. Spring St., Los Angeles, CA 90012, plaintiff Jason Johnson will move the court pursuant to Rule of Court 3.769(g) for final approval of the class action and PAGA settlement.

The motion is based on this notice, the memorandum of points and authorities, the declaration of Adam Rose, the declaration of Veronica Olivares, the declaration of Jason Johnson, and arguments at the hearing.

Date: June 22, 2026

FRONTER LAW CENTER
/s/ Adam Rose

MEMORANDUM OF POINTS AND AUTHORITIES

I. Introduction

Plaintiff Jason Johnson seeks final approval of a $600,000 non-reversionary settlement on behalf of current and former nonexempt employees of defendant Nafees Memon dba Command International Security, which provides security services. The settlement provides substantial relief to the class members while avoiding the risks and delays of continued litigation.

On October 22, 2025 the court granted preliminary approval. There were continuances as Defendant gathered the data for the settlement. Subsequently as demonstrated below, the settlement is fair, reasonable, and adequate for final approval.

II. Procedural Background and Timeline

After the PAGA letter was sent and uploaded on July 6, 2023, Plaintiff filed this case on July 7, 2023 alleging wage and hour violations of the Labor Code. On September 12, 2023 a first amended complaint was filed to include PAGA.

After a first round of discovery, the mailing of a Belaire-West notice, and the deposition of Mr. Memon (the principal of Command International Security), the parties went to mediation with Hon. Zavan Sinanian (Ret) on June 10, 2025.

Although the case did not settle at mediation, the parties engaged in further settlement discussions. Some of the settlement discussions were solely amongst counsel while other communications were through mediator Judge Sinanian. Though counsel's and Judge Sinanian's continued efforts post-mediation, the parties ultimately reached a $600,000 settlement.

III. Settlement Terms

The Settlement Agreement provides that Defendant will pay a maximum settlement amount of $600,000 that includes payments to the Class Members, attorneys' fees, litigation costs, service award, settlement administrator costs and PAGA penalties.

After payment of the attorneys' fees, costs, service awards to the Class Representatives, Administration costs, and PAGA allocation, the estimated net proceeds allocated to the Class Members will be $336,750 ("Net Settlement Amount").

The Parties agreed to a payment plan with two progress payments. The first payment of $300,000 is 21 days after the Effective Date (i.e., judgment entered). The second payment of $300,000 is due 180 days after the first Progress Payment.

Within 14 days after Defendant funds the Second Settlement Payment, the Administrator will issue checks for Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Enhancement. Uncashed checks will be sent to the Unclaimed Property Fund in the employee's name.

IV. Final Approval is Appropriate

Pursuant to Rule of Court 3.769(g), the court conducts a final approval hearing to inquire into the fairness of a settlement. There is a presumption of fairness when the following exist: 1) the settlement was reached through arm's-length bargaining, 2) investigation and discovery are sufficient to allow counsel to act intelligently, 3) counsel is experienced in similar litigation, and 4) the percentage of objectors is small. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245.) All the factors are present here.

The Notice Packet was sent to the Class Members. The settlement agreement was uploaded to the LWDA website with the motion for preliminary approval. Further, this motion and the supporting documents will also be uploaded to the LWDA website. Thus, procedural requirements for final approval have been met.

Frontier Law Center has significant experience representing employees in wage and hour cases, including numerous class and PAGA actions as stated in the declaration of Adam Rose. Also, the declaration of Veronica Olivares explains the administration process. Plaintiff will analyze the Kullar factors below.

In applying the presumption of fairness, the court examines the following factors: 1) strength of the case, 2) risk, expense, complexity, and likely duration of further litigation, 3) risk of maintaining class action status through trial, 4) amount offered in settlement, 5) extent of discovery completed and the stage of proceedings, 6) experience and views of counsel, 7) presence of a governmental participant, and 8) reaction of the class members to the settlement. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128.)

A. The Settlement Is the Result of Informed, Non-Collusive Negotiations

The settlement was the product of extensive arm's length negotiations between counsel and facilitated by an experienced wage and hour class action mediator. The settlement reached is the product of substantial effort by the parties and their counsel. Although Plaintiff and his counsel believed that there was a possibility of certifying the claims, they recognized the potential risk, expense, and complexity posed by litigation, such as unfavorable decisions on class certification, summary judgment, at trial and/or on the damages awarded, and/or on an appeal that can take several more years to litigate.

In addition, if Defendant prevailed on its defenses, the employees may not have received any monetary recovery. The fact that the class members worked off-site and completed their own time records were a significant part of the settlement discussions between the parties and the strengths and weaknesses of the causes of action asserted in the First Amended Complaint. Ultimately, based on the risks both parties faced at the class-certification stage, the parties reached a resolution which they felt was fair and equitable.

B. The Extent Of The Discovery And Investigation Was Sufficient

Plaintiff thoroughly investigated and evaluated the strengths and weaknesses of before reaching the settlement including obtaining both formal and informal discovery including the deposition of Mr. Memon, the principal of Command International Security.

In addition, Defendant produced all of its requisite policies and procedures as well as a significant sampling of pay data, including time records and wage statements for class members. The settlement was reached after extensive investigation and research, thorough risk evaluation, exchanges of information, an evaluation of a sampling of payroll and employee data. The data provided by Defendant showed 1,500 class members who worked 40,500 workweeks during the class period.

C. The Settlement is Within the Range of Reasonableness

A summary of the legal and factual basis for each claim, the applicable defenses, and the potential damages are summarized in more detail below. (*Kullar, supra*, 168 Cal.App.4th at p. 113.)

1. Off the Clock Work

Plaintiff alleges that Defendant systematically violated Labor Code sections 1194 and 1197 by implementing policies and practices that effectively reduce employee compensation below the minimum wage. The California Supreme Court established in Armenta v. Osmose, Inc. that employers must pay for all hours worked, and may not average wages across a pay period to mask minimum wage violations. (*Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314.)

The minimum wage claims present moderate strength based on allegations that Plaintiff and Class Members were required to work off the clock since not all time was accounted for on the timesheets. However, litigation risks are significant as Defendant could claims any unpaid work was unauthorized and performed without its knowledge. Plaintiff alleges a uniform policy and practice of off-the-clock work that drove effective hourly pay below the minimum wage—principally through automatic and managerial meal break deductions and after-the-fact edits to time entries.

Plaintiff further argues there was no system to verify breaks, that premium pay was not issued, that three disparate timekeeping systems (Securitime, Tracktik, handwritten) were used with manual reconciliation by management, and that management sent emails directing employees to "deduct [lunch] from your time sheet" regardless of reality.

This would tend to support unpaid wage liability. Defendant's position would be that all timecards were certified by employees, and employees certified the authenticity of these timecards and that they had taken all mandated meal and rest breaks. In addition to the certifications, the timecards included notations, written by the class members, as to their start times, end times, and clock-out and clock-in information for meal periods.

Further, many class members also tracked their rest breaks, with some just indicating that they were taken while others specifically identified the times in which the rest breaks were taken. Defendant further argued that if there were any issues, employees should have raised them.

However, Defendant did not receive any notice from employees that they were unable to take meal or rest breaks. Defendant's position is that had it been notified, it would have promptly investigated the issue. Plaintiff's expert valued this claim at $14,052.30, accounting for an additional 5 minutes of unpaid work throughout the timeframe.

Even with this relatively low amount, there is still a risk that Plaintiff could not prove the class members worked this additional time, which would lead to a 25% reduction in the maximum liability to $10,539.22.

2. <u>Meal Period Violations</u>

The meal period claim rests on common proof that compliant 30-minute, off-duty meals were not provided, that second meals on shifts of greater than ten hours were routinely omitted, and that no premiums were paid. Plaintiff's expert believed there was a 100% violation rate for meal breaks since they were either late or unrecorded.

Defendant's owner admitted in his deposition there was no method to verify whether meals were taken, and timesheets included entries with block-deducted "30 min" or "1 hour" meals to corroborate this. Plaintiff's expert valued the maximum liability at $1,040,480. This maximum is countered with Defendant's position that it allowed meal periods. In *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, the Supreme Court stated there is only a requirement to provide, but not ensure, breaks.

Defendant took the position that the time records indicated that meal periods were regularly taken and that the time records themselves support this position. Defendant also disputed that there would be a 100% violation rate for instances where employees omitted the times for taking their meal period. Defendant's defense relied on the fact that class members would sign their time cards at the end of each pay period and that the signed attestation made clear that employees were attesting to the fact that they were provided with the opportunity to take compliant meal periods. Given the foregoing, thereis still a risk of a finding that Defendant did not impede meal breaks about a third of the time, which would reduce the maximum liability by 33% to $780,360, and potentially even more based on how much weight the trier of fact placed on the time cards.

3. <u>Rest Period Violations</u>

Plaintiff likewise contends rest periods were neither authorized nor permitted as required every four hours or major fraction thereof, and that if breaks even occurred they were on-duty or at security posts without relief. Plaintiff's expert's analysis showed a 100% violation rate, and a maximum exposure of $3,035,286.

Defendant could argue there are no documents to show rest period violations and that it was not "likely to prove amenable to class treatment." (*Brinker, supra,* 53 Cal.4th at p. 1021.) In addition, Defendant took the position that many of the time records indicated that rest breaks were taken. Defendant also disputed that there would be a 100% violation rate for instances where employees omitted the times for taking their rest breaks

The defense relied on the fact that class members would sign their time cards at the end of each pay period and the attestations made clear that employees were attesting to the fact that they were provided with the opportunity to take compliant rest breaks. Given that risk, the rest period maximum adjusted by 50% to $1,517,643, and potentially even more based on how much weight the trier of fact placed on the time card attestations.

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4. <u>Wage Statement Allegations</u>

Plaintiff alleges wage statements did not list the off the clock time and premium pay for missed breaks. Plaintiff's expert valued this claim at $1,119,100 for the period going back one year before the case was filed.

If, however, Defendant could show that it did not intentionally leave out these items then under *Naranjo v. Spectrum Security Services, Inc.* (2024) 15 Cal.5th 1056 there is a possibility of a much lower recovery. Defendant took the position that the only applicable wage statements violations that would be at issue in this case would be derivative in nature.

As mentioned above, based on the Naranjo ruling, Defendant took the position that it could establish that any wage statement violations were not intentional and that recovery under this theory should be limited in nature based on the actual violations found, if any, and their value. This would reduce the maximum by 50% to $559,550, and potentially even more based on whether the violations were derivative.

5. <u>Waiting Time Penalty Allegations</u>

For the 1,227 former employees discerned from the data, if each were to receive the waiting time penalty, the maximum exposure is $5,125,180. The risk with the waiting time penalty theory is that it would be necessary to show that each of the former employees had unpaid off the clock time and/or missed breaks.

In addition, Defendant takes the position that the class members would not be entitled to waiting time penalties because any failure to provide wages was not "willful." As the Court knows, willful mean an employer intentionally or knowingly fails to pay all earned wages upon separation. Here, Defendant argued that any unpaid wages were a result of a good faith dispute and that there was no evidence that it intentionally or knowingly failed to pay earned wages.

There is a possibility that roughly 50% of the former employees could not show this, which would lead to an adjusted maximum exposure of $2,562,590, and potentially barred in entirety if Defendant showed it did not willfully fail to pay all wages upon separation.

6. Reimbursement Allegations

Plaintiff alleges he and the Class Members had to use cell phones while working to remain in communication. Plaintiff's expert estimated about $20 a month for these expenses, leading to a maximum liability of $463,900. Defendant denies that class members were ever required to use their cell phones as there would be no reason for them to use them within the scope of their positions.

This amount would be reduced by half if class members did not use their cell phones at all while working, or used the cell phones in a de minimis way, bringing the adjusted maximum liability to $231,950, and potentially barred in their entirety if Defendant could establish that there was no reason for class members to use their cell phones.

7. PAGA Allegations

There are approximately 13,936 pay periods at issue. Given the $100 per pay period amount would apply under Labor Code section 2699(f). That is $1,393,600. That amount would be multiplied by five for: a) unpaid wages, b) meal break violations, c) rest break violations, d) waiting time violations, and e) wage statement violations.

That would bring the maximum PAGA liability to $6,968,000. Recognizing the Court's broad authority to reduce civil penalties that would be "unjust, arbitrary and oppressive" under § 2699(e)(2), and Defendant's available PAGA defenses (equitable reduction, standing, notice sufficiency, and manageability), a 75% reduction is warranted, yielding a risk-adjusted maximum PAGA value of $1,742,000.

The PAGA allocation of $25,000 is 1.4% of the adjusted maximum, which is still within the range of reasonableness. (See *Smith v. Kaiser Found. Hosps*., 2020 WL 5064282, at *17 (S.D. Cal. Aug. 26, 2020) (finding that PAGA award that was 2.4% of maximum estimated value of PAGA claims was not "unfair, inadequate, or unreasonable given the risks of continued litigation"); *Merante v. Am. Inst. for Foreign Study, Inc.*, 2022 WL 2918896, at *6 (N.D. Cal. July 25, 2022) (PAGA award of between 0.27% and 2% of the maximum estimated value of PAGA claims was"within the range of reasonableness").

V. Settlement Administration

After preliminary approval, settlement administration proceeded according to the Agreement's terms, although there were delays from Command to provide the required date. Nonetheless, the Administrator successfully completed the notice process, and the deadline for class members to object or opt out has now passed. This is another factor that supports granting final approval.

VI. The Fees and Costs Award Is Reasonable

Class Counsel seeks attorney fees of $200,000 which is 1/3 of the gross settlement, and $15,000 in costs. This request is reasonable under both the percentage and lodestar methods of calculation.

A. The Percentage Method Supports the Fee Request

Courts frequently use the percentage-of-the-fund method to calculate attorneys' fees in common-fund settlements. This approach awards class counsel a percentage of the total settlement fund to compensate for their efforts, expenses, and the assumption of significant contingency risk.

Here, Class Counsel requests an attorneys fees of one-third of the gross settlement. Indeed, the percentage-of-the-fund method is firmly endorsed. In *Laffitte v. Robert Half Int'l Inc*. (2016) 1 Cal.5th 480, 503, the Supreme Court recognized that trial courts may reasonably award attorneys' fees using the percentage method, and that awarding one-third of a common fund is well within the court's discretion. Also there was a significant risk Class Counsel undertook in prosecuting this matter on a contingent basis.

Throughout this process, Class Counsel bore the risk of receiving no compensation at all if they were unsuccessful. This commitment of time and resources—without any guarantee of recovery—favors a fee award commensurate with a standard contingency rate.

Class Counsel successfully negotiated a $600,000 non-reversionary settlement that provides meaningful relief to the class members. The Settlement also avoids substantial expense, uncertainty, and delay that could accompany continued litigation or trial. These considerations support the requested attorney fees. Further, all the requested costs were reasonably incurred.

VII. The Service Award Is Appropriate

Plaintiff Jason Johnson requests a $7,500 service award in recognition of the commitment to finalizing the case. Service awards compensate class representatives for the time, effort, and risks they take in pursuing class litigation. (*Rodriguez v. West Publishing Corp*. (9th Cir. 2009) 563 F.3d 948, 958.). Indeed, "the rationale for making enhancement or incentive awards to named plaintiffs is that they should be compensated for the expense or risk they have incurred in conferring a benefit on other members of the class." (*Clark v. American Residential Services, LLC* (2009) 175 Cal. App. 4th 785, 806).

Mr. Johnson has been consistently ready to review all documents, discuss the case, and understood that anything could be required at any time to help move the case forward. Mr. Johnson accepted a personal risk to proceed as the new class representative. By attaching his name to this action, he faced a possibility that future employers might view this involvement negatively. Nonetheless, he stepped in to vindicate employee rights.

VIII. Conclusion

Based on the above and the accompanying supporting declarations, Plaintiff respectfully requests the Court to grant the motion for final approval which incorporates and the settlement's terms, to enter judgement, and to retain jurisdiction to enforce the terms of settlement.

Date: June 22, 2026

FRONTIER LAW CENTER

/s/ Adam Rose
Attorney for Plaintiff
Jason Johnson