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Attorneys for Plaintiffs

15
16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF LOS ANGELES—NORWALK COURTHOUSE**

18 NICHOLAS WOOD; JOSHUA HAYDEN-
19 THRASHER, as individuals and on behalf of
all other aggrieved employees,

20 Plaintiff,

21 v.

22 LYONS SECURITY SERVICE, INC.; and
23 DOES 1 through 10, inclusive,

24 Defendants.
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Electronically FILED by
Superior Court of California,
County of Los Angeles
7/25/2025 5:19 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By H. Hankins, Deputy Clerk

Case No. 23NWCV02283
Hon. Judge Brian F. Gasdia
Dept: R

**AMENDED DECLARATION OF
SHAHEEN ANTHONY ETEMADI IN
SUPPORT OF AMENDED JOINT
STIPULATION FOR APPROVAL OF
SETTLEMENT OF ACTION FILED
PURSUANT TO PRIVATE
ATTORNEYS' GENERAL ACT, AND
REASONABLE ATTORNEYS' FEES,
COSTS, AND REPRESENTATIVE
AWARDS**

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I, SHAHEEN ANTHONY ETEMADI, declare as follows:

1. I am an attorney at Torus LLP, and co-counsel for the named Plaintiffs Nicholas Wood and Joshua Hayden-Thrasher (“Plaintiffs”) and Aggrieved Employees in the above-captioned matter filed against Defendant Lyons Security Service, Inc. (“Defendant”). I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I am a 2017 graduate of Chapman University School of Law. During law school, I worked as a judicial extern for the Honorable Theodor C. Albert, Judge for the United States Bankruptcy Court for the Central District of California.

3. In 2022-2025, Thomson Reuters recognized me as a top young attorney in Southern California in the annual Rising Stars Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent of attorneys under the age of forty in Southern California each year.

4. In 2023-2025, Best Lawyers recognized me as a top young attorney in the annual “Ones to Watch in America” list.

5. The vast majority of my current practice focuses on employment litigation, including plaintiffs' side class actions and representative actions.

6. I have had my attorney's fees approved in the following wage and hour class and/or representative actions:

a. *Alani v. Astreya Partners, Inc.*, Case No. CGC-23-611223 (San Francisco Superior Court);

b. *Alvarado v. Highly Spoken Inc., et al.*, Case No. 22STCV38656 (Los Angeles Superior Court);

c. *Burwell v. Gravity Hill Logistics, LLC, et al.*, Case No. 22PSCV00654 (Los Angeles Superior Court);

d. *Castillo v. L'Agence, Inc., et al.*, Case No. 23STCV08488 (Los Angeles

- Superior Court);
- e. *Choi, et al. v. Francesca's Operations, Inc., et al.*, Case No. 22STCV12421 (Los Angeles Superior Court);
- f. *Gallinar v. Taricco Corp.*, Case No. 23LBCV00008 (Los Angeles Superior Court);
- g. *Gillespie v. Tampico Healthcare Center, LLC*, Case No. 23STCV29721 (Los Angeles Superior Court);
- h. *Gonzalez v. El Monte Convalescent Hospital, et al.*, Case No. 23PSCV01876 (Los Angeles Superior Court);
- i. *Greenhalgh, et al. v. ClubCorp USA, Inc., et al.*, Case No. 23STCV07091 (Los Angeles Superior Court);
- j. *Hipes v. Tapestry Family Services, Inc., et al.*, Case No. 23CV00981 (Mendocino Superior Court);
- k. *Justice v. Premier Fuel Distributors, Inc., et al.*, Case No. 22STCV27362 (Los Angeles Superior Court);
- l. *Kilgore, et al. v. Kilgore et al. v. BQ Operations Holdings, LLC, et al.*, Case No. 23STCV10311 (Los Angeles Superior Court);
- m. *Martinez v. Bandy Ranch Floral Corp.*, Case No. 37-2023-00023637 (San Diego Superior Court);
- n. *La Fargo v. Hess Rehabilitation and Chiropractic Centers, Inc., et al.*, Case No. 23NWCV02193 (Los Angeles Superior Court);
- o. *Lopez v. Spectrum Restaurant Management Group, LLC, et al.*, Case No. 30-2022-01249896-CU-OE-CXC (Orange Superior Court);
- p. *Montoya v. Commercial Coating Co., et al.* Case No. 22STCV21908 (Los Angeles Superior Court);
- q. *Ocon v. Old Master Products, Inc., et al.*, Case No. 22SMCV00935 (Los Angeles Superior Court);
- r. *Rivera v. World Wide Integrated Inc., et al.*, Case No. 22STCV27592 (Los

Angeles Superior Court);

s. *Rodriguez v. Goodwill Industries of San Diego County*, Case No. 37-2023-00026630 (San Diego Superior Court);

t. *Vega v. Essel Technology Services, Inc., et al.*, Case No. 23CV039446 (Alameda Superior Court);

u. *Venegas v. Newport Diversified, Inc.*, Case No. 23NWCV00945 (Los Angeles Superior Court); and

v. *Waltrip, et al. v. Highgate Hotels, L.P.*, Case No. 23CV417680 (Santa Clara Superior Court).

7. I currently serve as plaintiffs' counsel in the following wage and hour class and/or representative action cases:

a. *Alcala v. Horizon Gardens, LLC, et al.*, Case No. CVRI2502647 (Riverside Superior Court);

b. *Alvarez v. Premier Property Preservation, LLC, et al.*, Case No. 25VECV00012 (Los Angeles Superior Court);

c. *Argueta v. Odyssey Healthcare Operating A, L.P. et al.*, Case No. 37-2023-00045150-CU-OE-NC (San Diego Superior Court);

d. *Arnold, et al. v. Loma Linda University Medical Center, et al.*, Case No. CIVSB2313303 (San Bernardino Superior Court);

e. *Ayala v. Outback, Inc.*, Case No. 23CECG04940 (Fresno Superior Court);

f. *Barnes v. Grupo Gallegos*, Case No. Case No. 30-2024-01440683-CU-OE-CXC (Orange Superior Court);

g. *Barron v. Los Angeles Apparel, Inc., et al.*, Case No. 23STCV15452 (Los Angeles Superior Court);

h. *Bermudez v. Rose Meat Services, Inc., et al.*, Case No. 23NWCV02948 (Los Angeles Superior Court);

i. *Bristow v. Sierra Vista Hospital, Inc., et al.*, Case No. 25CV-0310 (San Luis Obispo Superior Court);

- j. *Bustillos v. California Wood Recycling, Inc., et al.*, Case No. 37-2023-00043737-CU-OE-NC (San Diego Superior Court);
- k. *Camarena v. Alex G. Gladkov Dental Corporation, et al.*, Case No. 23STCV15144 (Los Angeles Superior Court);
- l. *Carrillo v. Southwind Foods, LLC, et al.*, Case No. 23CMCV00878 (Los Angeles Superior Court);
- m. *Chavez v. LittleJohn-Reuland Corporation*, Case No. 25STCV15471 (Los Angeles Superior Court);
- n. *Coffman v. TastyWings, Inc, et al.*, Case No. 24TRCV04433 (Los Angeles Superior Court);
- o. *De Herrera v. Vision Media Management & Fulfillment, LLC*, Case No. 23CHCV01640 (Los Angeles Superior Court);
- p. *Diaz v. QMP, Inc.*, Case No. 25STCV01119 (Los Angeles Superior Court);
- q. *Estrada v. New England Lobster Co., Inc.*, Case No. 24CIV02717 (San Mateo Superior Court);
- r. *Galvan v. Remington Lodging & Hospitality, LLC, et al.*, Case No. CVRI2502930 (Riverside Superior Court);
- s. *Ghamrawi v. Boys & Girls Clubs of Silicon Valley*, Case No. 23CV419591 (Santa Clara Superior Court);
- t. *Gonzalez v. Fox Auto Parks, Inc.*, Case No. 25CU004248C (San Diego Superior Court);
- u. *Graham v. Global Customer Services, Inc., et al.*, Case No. 23VECV03731 (Los Angeles Superior Court);
- v. *Hall v. Zen Compound LLC, et al.*, Case No. CGC-24-612611 (San Francisco Superior Court);
- w. *Harville v. Lilac Holdings, LLC, et al.*, Case No. 37-2024-00020593-CU-OE-CTL (San Diego Superior Court);
- x. *Iniguez v. Pacific Pediatric Cardiology Medical Group, Inc.*, Case No.

24NWCV 04657 (Los Angeles Superior Court);

y. *Hauser v. Grain to Green, Inc.*, Case No. 24CU013913C (San Diego Superior Court);

z. *Marron v. Imperial CFS, Inc.*, Case No. 23STCV08329 (Los Angeles Superior Court);

aa. *Martin v. NCR Voyix Corporation*, Case No. 30-2024-01423979-CU-WT-CXC (Orange Superior Court);

bb. *Mayen v. Elsa Logistics LLC, et al.*, Case No. 22STCV40437 (Los Angeles Superior Court);

cc. *Myers v. American Automobile Association of Northern California, Nevada & Utah*, Case No. 23CV040857 (Alameda Superior Court);

dd. *Paredes v. Black Angus Steakhouses, LLC*, Case No. 24NWCV01867 (Los Angeles Superior Court);

ee. *Petrov v. DatCard Systems, Inc., et al.*, Case No. 30-2024-01377326-CU-WT-CJC (Orange Superior Court);

ff. *Ramirez v. J.J. Gourmet Food Corporation, et al.*, Case No. 23STCV24732 (Los Angeles Superior Court);

gg. *Ramirez v. National Wire and Cable Corporation*, Case No. 24STCV01632 (Los Angeles Superior Court);

hh. *Sanchez v. JYJ Supply, Inc., et al.*, Case No. 23TRCV02572 (Los Angeles Superior Court);

ii. *Segoviano v. Villa Del Rio, Inc.*, Case No. 23STCV22612 (Los Angeles Superior Court);

jj. *Smiley v. MBKT Corp.*, Case No. 24CV093981 (Alameda Superior Court);

kk. *Valle v. SCI, Inc.*, Case No. CVRI2405107 (Riverside Superior Court);

ll. *Villa v. Cal Door and Drawer, Inc., et al.*, Case No. 23CV422688 (Santa Clara Superior Court);

mm. *Withmory v. Excel Hotel Group, Inc., et al.*, Case No. 24CU009806C (San

Diego Superior Court);
nn. *Wood v. Lyons Security Service, Inc., et al.*, Case No. 23NWCV02283 (Los Angeles Superior Court); and
oo. *Zepeda vs TMI Automotive Products Inc.*, Case No. CVRI2305081 (Riverside Superior Court).

8. As co-counsel for Plaintiffs and the Aggrieved Employees, I have been involved in every aspect of this case from its inception through the present, and I believe that the proposed Settlement is an excellent result for Aggrieved Employees and the State of California. The details of the work completed in this case by Torus LLP and the attorneys in my co-counsel's firm are set forth in the declaration of Paul K. Haines filed concurrently herewith.

9. On May 14, 2023, Plaintiff Wood notified Defendant and the Labor & Workforce Development Agency ("LWDA") of Defendant's alleged violations of the Labor Code and his intent to seek civil penalties under the PAGA. Attached hereto as **Exhibit A** is a true and correct copy of Plaintiff Wood's notice to the LWDA.

10. On July 24, 2023, Plaintiff Wood filed a complaint in Los Angeles Superior Court, alleging civil penalties pursuant to PAGA predicated on alleged violations of the California Labor Code §§ 98.6, 201, 202, 203, 204, 206, 210, 221, 223, 226, 226.3, 226.7, 227.3, 232.5(c), 233, 234, 510, 511, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1199, 1199.5, 2800, and 2802, and the applicable California Industrial Welfare Commission Wage Orders. Plaintiff Wood's Complaint further alleged violations pursuant to California Labor Code §§ 2698, *et seq.*, including civil penalties pursuant to California Labor Code § 2699, subdivisions (a), (t), and (g), and California Labor Code § 558, plus costs/expenses and attorneys' fees.

11. On February 26, 2024, the Parties participated in an all-day mediation with experienced class and PAGA mediator, Michael D. Young, Esq. Prior to mediation, Defendant informally produced information and documents pertaining to Plaintiffs and other Aggrieved Employees, including payroll and timekeeping records for Plaintiffs and a sample of approximately 20% of the other Aggrieved Employees employed by Defendant in California

1 during the PAGA Period, several data points including the number of Aggrieved Employees and
2 the number of aggregate pay periods worked by Aggrieved Employees during the PAGA Period,
3 its employee handbook and other written policies in effect during the PAGA Period, in order for
4 Plaintiffs' counsel to investigate Plaintiffs' allegations and value the claims prior to mediation.
5 Plaintiffs conducted a comprehensive analysis and extrapolation of the data produced by
6 Defendant to calculate Defendant's potential PAGA exposure.

7 12. During mediation, the Parties vigorously debated Plaintiffs' ability to proceed on
8 a representative basis, the legal basis for Plaintiffs' claims and Defendant's defenses, the potential
9 amount of penalties, the Parties' data analyses and conclusions based thereon, and Defendant's
10 financial condition. Although the case did not settle at mediation, the Parties continued to engage
11 in extensive arms-length negotiations over the next several months and on November 15, 2024,
12 the Parties fully executed the PAGA Settlement Agreement ("Settlement Agreement") now
13 before the Court. In the months following mediation, Defendant also provided Plaintiffs' counsel
14 with its financial records and Plaintiffs, with the help of its retained forensic accountant, reviewed
15 the documents provided by Defendant.

16 13. As set forth in the concurrently filed Declaration of Paul K. Haines, Plaintiffs
17 believe that this settlement is fair, reasonable, adequate because the total settlement amount of
18 \$550,000.00 is sufficient to deter and punish alleged but unproven Labor Code violations on
19 behalf of Aggrieved Employees.

20 14. On June 24, 2025, I submitted the settlement agreement in this matter to the
21 LWDA. That same day, I received an email confirming the submission of the settlement from the
22 DIR PAGA Unit. Attached hereto as **Exhibit B** and incorporated herein by reference is a true and
23 correct copy of that email.

24 15. Attached hereto as **Exhibit C** is a copy of the bid I received from Phoenix
25 Settlement Administrators for the administration of this settlement.

26 16. Since undertaking representation of Plaintiffs, Torus LLP has dedicated
27 substantial resources to this litigation without receiving any compensation to date. Torus LLP is
28 requesting reimbursement of \$11,490.60 in total litigation costs. These costs include filing fees,

1 copying costs, mediation fees, and expert costs that were all reasonably incurred in the
2 prosecution of this litigation on behalf of Plaintiff and the Aggrieved Employees

3 I declare under penalty of perjury under the laws of the State of California that the
4 foregoing is true and correct. Executed on July 25, 2025, at Laguna Niguel, California.

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Ex. A

May 14, 2023

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Private Attorneys General Act – Filing

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Lyons Security Service, Inc.
Nicholas R. Guidice, Registered Agent for Service of Process
505 S. Villa Real Dr., Suite 203A
Anaheim Hills, California 92807

Re: *Nicholas Wood v. Lyons Security Service, Inc., et al.*

Dear California Labor and Workforce Development Agency and Lyons Security Service, Inc.:

Please be advised that Alami Law Group represents Nicholas Wood (“Claimant”). Claimant intends to seek penalties, on behalf of himself and all other aggrieved employees, against his former employer Lyons Security Service, Inc. pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor Code Sections 2698 *et seq.* This correspondence serves as Claimant’s written notice by online filing with the Labor and Workforce Development Agency (“LWDA”) and by certified mail to the Employer of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code Section 2699.3(a)(1).

Specific Provisions of the Labor Code Alleged to Have Been Violated

Claimant alleges Employer has violated Labor Code Sections 98.6, 201, 202, 203, 204, 206, 210, 221, 223, 226, 226.3, 226.7, 227.3, 232.5(c), 233, 234, 510, 511, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1199, 1199.5, 2800, and 2802.

Facts and Theories Supporting the Alleged Violations

Employer employed Claimant as a non-exempt employee in California within the past year. Claimant was a Security Officer whose primary job duties included, *inter alia*, securing the premises and personnel by staying on patrol, performing inspections, guarding entry points, and verifying visitors.

Employer employed and/or currently employs other aggrieved employees as non-exempt employees in California. The aggrieved employees consist of all non-exempt employees

employed by Employer during the “PAGA Period,” which is defined as commencing from one year prior to the submission of this letter to the LWDA and certified mailing to Employer through the present.

During the PAGA Period, Employer failed to pay Claimant and/or other aggrieved employees minimum, regular, overtime, and/or double time wages for all hours worked at the legally mandated rates. During the PAGA Period, Claimant and/or other aggrieved employees regularly worked more than eight (8), 10, and/or 12 hours per workday and/or over 40 hours per workweek. Employer’s practices and policies deprived Claimant and/or other aggrieved employees of minimum, regular, overtime, and/or double time wages for work they performed off the clock. For example, Claimant was required by Employer to arrive at work 10 minutes prior to the actual start time for his shift. Employer also required Claimant and/or other aggrieved employees to complete work-related tasks off the clock, such as time spent in donning and doffing activities. Furthermore, Employer rounded Claimant and/or other aggrieved employees’ hours worked, thereby depriving them of wages for all hours worked at the legally mandated rates. Employer did not compensate Claimant and/or other aggrieved employees for all hours worked because Claimant and/or other aggrieved employees were regularly on-duty during their meal and/or rest periods. Finally, Employer failed to accurately calculate the regular rate of pay, and thereby the proper overtime and double time rate of pay, for Claimant and/or other aggrieved employees. *Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal.5th 858, 863 (2021). Accordingly, Employer failed to pay Claimant and/or other aggrieved employees the proper minimum, regular, overtime, and double time wages for all hours worked, in violation of Labor Code Sections 204, 206, 210, 226.2, 510, 511, 558, 1194, 1194.2, 1197, 1197.1, and 1198.

During the PAGA Period, Employer failed to authorize and permit and/or make available to Claimant and/or other aggrieved employees timely off-duty 30-minute meal periods within the appropriate time intervals required by Labor Code Section 512 and Section 11 of the applicable IWC Wage Order(s). Specifically, Claimant and/or other aggrieved employees frequently had their meal periods shortened, interrupted, late, and/or missed altogether due to Employer’s practice of understaffing and prioritizing work demands over taking compliant breaks. Employer also failed to relieve Claimant and other aggrieved employees of all duties during their meal periods. For example, Claimant and other aggrieved employees were often required to carry an Employer-issued radio and monitor those radios for calls during their meal periods. In addition, Employer failed to authorize and permit and/or make available to Claimant and/or other aggrieved employees second meal periods when they worked more than 10 hours. Moreover, Employer rounded Claimant and/or other aggrieved employees’ time punches for meal periods. Accordingly, Employer failed to authorize and permit and/or make available to Claimant and/or other aggrieved employees timely, uninterrupted off-duty meal periods for at least 30 minutes when they worked more than five (5) hours and/or 10 hours in a workday, and failed to compensate Claimant and/or other aggrieved employees with an additional hour of pay at their regular rate of pay for every day in which they were denied a compliant meal period, in violation of Labor Code Sections 226.7 and 512, and the applicable IWC Wage Orders.

During the PAGA Period, Employer failed to authorize and permit and/or make available ten-minute rest periods for every four (4) hours or major fraction thereof worked. Employer failed to implement a compliant rest break policy and/or practice, and failed to provide uninterrupted, off-duty 10-minute rest breaks. Claimant and/or other aggrieved employees missed their rest breaks or had them interrupted or governed by Employer's practices and policies. Employer also failed to relieve Claimant and other aggrieved employees of all duties during their rest periods. For example, Claimant and other aggrieved employees were often required to carry an Employer-issued radio and monitor those radios for any calls during their rest periods. Employer also failed to adopt and implement a practice of providing third rest breaks when Claimant and/or other aggrieved employees worked over 10 hours. Notwithstanding the above rest break violations, Employer failed to compensate Claimant and/or other aggrieved employees with an additional hour of pay at their regular rate of pay for every day in which they suffered a rest period violation. Accordingly, Employer violated Labor Code Section 226.7 and the applicable IWC Wage Orders.

During the PAGA Period, Employer failed to reimburse Claimant and/or other aggrieved employees for all business expenses incurred for Employer's benefit. For example, Claimant and/or other aggrieved employees were required to use their personal cell phones to discuss work-related matters with Employer's representatives and for other work purposes without any reimbursement. In addition, Claimant and/or aggrieved employees were required to clean, wash, and iron their uniforms, which were the Employer's property, without any reimbursement for the costs of cleaning, washing, and ironing. Accordingly, Employer violated Labor Code Sections 2800 and 2802.

During the PAGA Period, Employer failed to calculate sick pay at the regular rate of pay for the workweek in which Claimant and/or other aggrieved employees used paid sick time, or by dividing the Claimant and/or other aggrieved employees' total wages, not including overtime premium pay, by the Claimant and/or other aggrieved employees' total hours worked in the full pay periods of the prior 90 days of employment, in violation of Labor Code Sections 246, 246.5, 247, 247.5, and 248.5 and the Healthy Workplaces, Healthy Families Act of 2014. Accordingly, Employer violated Labor Code Sections 226, 226.3, 1174, and 1174.5. *Wood v. Kaiser Found. Hosps.*, 2023 WL 2198664 (Cal. Ct. App. Feb. 24, 2023) (a plaintiff may pursue penalties under PAGA for alleged violations of California's sick pay statute, the Healthy Workplaces, Healthy Families Act of 2014).

During the PAGA Period, Employer failed to permit Claimant and/or other aggrieved employees to use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, for the reasons specified in subdivision (a) of Section 246.5. For example, Employer's absence control policy counted sick leave taken pursuant to Labor Code Section 233 as an absence that may lead to or result in discipline, discharge, demotion, or suspension. Accordingly, Employer violated Labor Code Sections 233 and 234.

During the PAGA Period, Employer failed to provide to Claimant and/or other aggrieved employees accrual of vacation wages and failed to pay to Claimant and/or other aggrieved

employees vested vacation wages. Accordingly, Employer violated Labor Code Section 227.3.

As a result of, and in addition to, the Labor Code violations, Employer failed to provide accurate itemized wage statements that accurately reported, among other things, the gross and net wages earned, the total hours worked, all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate. As a result, Employer violated Labor Code Sections 226 and 226.3. Similarly, Employer failed to maintain accurate and complete records showing the hours worked daily by and the wages paid to Claimant and/or aggrieved employees due to the violations described above. Accordingly, Employer violated Labor Code Sections 1174 and 1174.5.

Every employer violates Labor Code Section 1199 if it: (a) requires or causes any employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission; (b) pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission; or (c) violates or refuses or neglects to comply with any provision of this chapter or any order or ruling of the commission. Employer required certain tools and/or equipment for the performance of Claimant's job duties or such tools and/or equipment were necessary to the performance of Claimant's job duties, but Employer failed to provide and maintain such tools and equipment. As a result of, and in addition to, the foregoing Labor Code violations, Employer has violated Labor Code Sections 1198 and 1199 and the applicable IWC Wage Order.

As a result of, and in addition to, the foregoing Labor Code violations, Employer failed to timely pay all wages owed throughout Claimant and/or other aggrieved employees' employment and following the end of their employment. Accordingly, Employer violated Labor Code Sections 201-204, and 210.

During the PAGA Period, as a result of, and in addition to, the foregoing Labor Code violations, Employer secretly paid Claimant and/or aggrieved employees less than the statutory or contractual rate. Accordingly, Employer violated Labor Code Sections 221 and 223.

During the PAGA Period, Claimant and/or other aggrieved employees engaged in quintessential protected activity by making complaints and submitting inquires to Employer regarding workplace conditions they reasonably believed to be illegal. For example, after Claimant became aware that he was denied a position which required weapons training for which he was aptly qualified, Claimant—who reasonably believed he was not selected for the position due to his race, color, national origin, ancestry, and protected status as a disabled veteran—questioned why Employer did not select him for the position. Immediately after Claimant engaged in this protected activity, Employer terminated Claimant's employment. Accordingly, Employer violated Labor Code Sections 98.6, 232.5(c), and 1102.5.

Labor Code Section 1197.5 prohibits an employer from unjustifiably paying any of its employees at wage rates less than the rates paid to employees of another race or ethnicity for substantially similar work, when viewed as a composite of skill, effort, and responsibility, and

performed under similar working conditions. Without justification, Employer paid Claimant and/or other aggrieved employees at wage rates less than the rates paid to employees of another race or ethnicity for substantially similar work, when viewed as a composite of skill, effort, and responsibility, and performed under similar working conditions. Specifically, Employer paid Claimant an hourly rate of \$22/hour, but it unjustifiably paid other employees of another race or ethnicity \$25-30/hour for substantially similar work. Accordingly, Employer violated Labor Code Section 1197.5.

Every employer violates Labor Code Section 1199.5 if it willfully: (a) pays or causes to be paid any employee a wage less than the rate paid to an employee of another race or ethnicity, as required by Section 1197.5; or (b) reduces the wages of any employee in order to comply with Section 1197.5. As a result of Employer's violation of Labor Code Section 1197.5, Employer has also violated Labor Code Section 1199.5.

Based on these violations, Claimant will seek attorneys' fees, costs, and penalties under the Labor Code on behalf of himself and all other aggrieved employees who were employed by Employer during the PAGA Period. Please advise if the Labor and Workforce Development Agency has any objection to Claimant alleging PAGA claims in a lawsuit against Employer. Should you have any questions, comments, or concerns, please do not hesitate to contact the undersigned.

Sincerely,

ALAMI LAW GROUP

A handwritten signature in blue ink, appearing to read 'David Alami', with a horizontal line underneath it.

David Alami
Shaheen Etemadi

Ex. B



Shawn Etemadi <shawn@torusllp.com>

Thank you for your Proposed Settlement Submission

DIR PAGA Unit <no-reply@formassembly.com>

Tue, Jun 24, 2025 at 2:11 PM

To: shawn@torusllp.com

06/24/2025 02:11:27 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Ex. C



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Aggrieved Members	684
Opt Out Rate	N/A
Opt Outs Received	
Total Aggrieved Claimants	684
Subtotal Admin Only	\$5,995.00

Not-to-Exceed Total \$5,995.00

For 684 Aggrieved Members

Pricing Good for Scope of Estimate Only

October 10, 2024

Case: Wood, et al. v. Lyons Security Services, Inc., PAGA Administration

Phoenix Contact: Jodey Lawrence

Contact Number: 800-523-5773

Email: Jodey@phoenixclassaction.com

Requesting Party: David Alami

Firm: TORUS LLP

Contact Number: (949) 922-1834

Email: david@torusllp.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.
Estimate is based on 684 Aggrieved Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)			
Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	2	\$250.00
Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$39.64	1	\$39.64
Call Center & Long Distance	\$2.00	68	\$136.80
NCOA (USPS)	\$50.00	1	\$50.00
Total			\$726.44

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage			
Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	2	\$250.00
Data Merge & Duplication Scrub	\$0.50	684	\$342.00
Notice and Check Packet	\$1.00	684	\$684.00
Estimated Postage (up to 1 oz.)*	\$0.76	684	\$519.84
Total			\$1,795.84

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



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CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$1.00	68	\$68.40
Remail Notice Packets	\$1.70	68	\$116.28
Estimated Postage	\$0.60	68	\$41.04
Programming Undeliverables	\$55.00	3	\$165.00
Total			\$555.72

Database Programming

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	2	\$250.00
Case Manager	\$125.00	2	\$250.00
Total			\$500.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	2	\$250.00
Disbursement Review	\$125.00	2	\$250.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$50.00	2	\$100.00
Check Run Setup & Printing	\$125.00	3	\$375.00
Total			\$1,165.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



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CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	2	\$200.00
Remail Undeliverable Checks (Postage Included)	\$3.00	5	\$15.00
Case Associate	\$100.00	2	\$200.00
Reconcile Uncashed Checks	\$100.00	2	\$200.00
Conclusion Reports	\$100.00	1	\$100.00
Case Manager Conclusion	\$75.00	1	\$75.00
Final Reporting & Declarations	\$100.00	1	\$100.00
QSF Annual Tax Reporting * (State Tax Reporting Included)	\$362.00	1	\$362.00
Total			\$1,252.00

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$5,995.00



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CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.