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FILED
Superior Court of California
County of Los Angeles

10/31/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

7 Attorneys for Plaintiff Joseph Frugard and the Certified Class

8 (Additional Counsel List on the Following Page)

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF LOS ANGELES**

12 FABIAN ANGULO, as an individual and on
behalf of all others similarly situated,

13 Plaintiff,

14 vs.

15 UNIFIED PROTECTIVE SERVICES, INC., a
California corporation, A&A PROTECTIVE
16 SERVICES, INC., a California corporation, and
DOES 1 through 30, Inclusive,

17 Defendants.

18 JOSEPH FRUGARD, individually, and on
behalf of all similarly situated current and
19 former employees of Defendants in the State of
California.

21 Plaintiff,

22 vs.

23 UNITED PROTECTIVE SERVICES, INC.,
A&A PROTECTIVE SERVICES, INC., and
DOES 1 through 25, Inclusive

24 Defendants.

Lead Case No.: BC490822;
Consolidated with: BC494910

[Assigned to Hon. Lawrence P. Riff, Dept. SSC-07]

CLASS AND REPRESENTATIVE ACTION

**[REVISED PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY APPROVAL**

Date: October 30, 2023
Time: 10:00 a.m.
Judge: Hon. Lawrence P. Riff
Dept.: SSC-07

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Attorneys for Plaintiff Fabian Angulo and the Certified Class

1 Plaintiffs Fabian Angulo and Joseph Frugard’s (“Plaintiffs”) Motion for Preliminary Approval of
2 Class Action and PAGA Settlement with Defendants Unified Protective Services, Inc., A&A Protective
3 Services, Inc., Unified Security Services, Inc., Sherif Antoon, and Saly Antoon (“Defendants”)
4 (collectively, the “Parties”) came before this Court on October 30, 2023. The Court, having considered
5 Plaintiffs’ Motion for Preliminary Approval, the Parties’ proposed Amended Settlement of Class Action
6 and Release of Claims (“Amended Settlement Agreement”), Plaintiffs’ Supplemental Brief in Support of
7 Plaintiffs’ Motion for Preliminary Approval, and all papers filed in support thereof, **HEREBY ORDERS**
8 **THE FOLLOWING:**

9 1. The Court grants preliminary approval of the Settlement and preliminarily finds that: (1)
10 the Settlement is fair and reasonable to the class when balanced against the possible risks of further
11 litigation, including issues relating to class certification, liability, calculating damages, and potential
12 appeals; (2) significant investigation, research, and litigation have been conducted, such that the Parties
13 are able to fairly evaluate their respective positions; (3) settlement at this time will avoid the substantial
14 cost, delay, and risk presented by further litigation of the action; and (4) the Settlement was reached after
15 serious, informed, and non-collusive negotiations, which were conducted at arm’s-length by experienced
16 counsel and overseen by a third-party neutral.

17 2. This Order Granting Motion for Preliminary Approval (“Order”) incorporates by reference
18 all defined terms set forth in the Amended Settlement Agreement, which is attached as Exhibit 1 to the
19 Supplemental Declaration of Graham S.P. Hollis in Support of Plaintiffs’ Motion for Preliminary
20 Approval of Class Action and PAGA Settlement, filed on October 9, 2023.

21 3. On January 8, 2015, the Court certified a class consisting of “All persons who are
22 employed or have been employed as security guards by Defendants Unified Protective Services, Inc.,
23 A&A Protective Services, Inc., Sherif Antoon, or Saly Antoon in the State of California, since August 23,
24 2008.”

25 4. For purposes of the Settlement, the terms “Class” and “Class Members” mean all persons
26 who are listed in Exhibit A of the Amended Settlement Agreement and who have also been employed as
27 security guards by Defendants in the state of California, at any time since August 23, 2008. ☐

28 5. The Class will include all Class Members except those who submit a valid and timely

1 Request for Exclusion in accordance with the requirements set forth in the Notice of Class Action
2 Settlement (“Class Notice”) and in the Amended Settlement Agreement.

3 6. Class Members who wish to request exclusion from or object to the Settlement must follow
4 the procedures set forth in the Class Notice and Amended Settlement Agreement.

5 7. The Court approves the appointment of Plaintiffs Fabian Angulo and Joseph Frugard as
6 the Class Representatives.

7 8. The Court approves the appointment of Plaintiffs’ Counsel, Kesluk, Silverstein, Jacob &
8 Morrison, P.C. and Graham Hollis APC, as counsel for the Class (“Class Counsel”). Class Counsel is
9 authorized to act on behalf of Class Members with respect to all acts or consents required by, or which
10 may be given pursuant to, the Settlement, and such other acts reasonably necessary to consummate the
11 Settlement. Any Class Member may enter an appearance through counsel of such Class Member’s own
12 choosing and at such Class Member’s own expense. Any Class Member who does not enter an appearance
13 or appear on his or her own will be represented by Class Counsel.

14 9. The Court preliminarily confirms that the notice of settlement served by Plaintiffs on the
15 California Labor and Workforce Development Agency (“LWDA”) satisfies the requirements of the
16 Private Attorneys General Act (“PAGA”).

17 10. The Court finds that the Settlement of claims under PAGA as reflected in the Settlement
18 Agreement to be fair and reasonable and in compliance with all the requirements of California law.

19 11. The Court approves the form and content of the Class Notice, in substantially the form
20 attached to the Amended Settlement Agreement as Exhibit B and finds that the proposed method of
21 disseminating the Class Notice meets all the due process requirements; provides the best notice practicable
22 under the circumstances; constitutes notice that is reasonably calculated, under the circumstances, to
23 apprise Class Members of the pendency of the action and their right to exclude themselves from or object
24 to the proposed Settlement and to appear at the Final Approval Hearing; is reasonable and constitutes due,
25 adequate, and sufficient notice to all Class Members; and meets all applicable requirements under
26 California law, due process, and any other applicable rules or law.

27 12. The Court preliminarily approves the definition and disposition of the Gross Settlement
28 Amount in the amount of \$1,000,000, which is inclusive of (1) all settlement payments to Class Members;

1 (2) Class Counsel’s fees of \$418,000 (40% of the Gross Settlement Amount), and actual and documented
2 costs in an amount not to exceed \$60,000; (3) the Administration Expenses Payment, currently projected
3 not to exceed \$7,500; (4) the PAGA Penalties Payment of \$18,000, seventy-five percent (75%) of which
4 will be paid to the LWDA (\$13,500) and twenty-five percent (25%) will be paid to PAGA Employees
5 (\$4,500); and (5) the Class Representative Payments to Plaintiffs in the amount of \$10,000 each.

6 13. The Court approves the retention of CPT Group, Inc. as the Settlement Administrator, to
7 be paid out of the Gross Settlement Amount, and hereby directs CPT Group, Inc. to provide the approved
8 Class Notice to Class Members and administer the Settlement in accordance with the procedures set forth
9 in the Amended Settlement Agreement and this Order.

10 14. In the event the Settlement does not become effective in accordance with the terms of the
11 Amended Settlement Agreement, or the Settlement is not finally approved by this Court, is not approved
12 in whole or in part by the Court or any appellate court and/or other court of review, or is terminated,
13 cancelled or fails to become effective for any reason, this Order shall be rendered null and void and shall
14 be vacated; the Parties shall have no further obligations under the Settlement; the Parties shall be restored
15 to their respective positions in the action prior to the Settlement; and neither the Settlement Agreement
16 nor any ancillary documents, actions, statements or filings in furtherance of settlement (including all
17 matters associated with the mediation) shall be admissible or offered into evidence in the action or any
18 other case or proceeding for any purpose whatsoever. Pursuant to Code of Civil Procedure § 583.330, the
19 Settlement Agreement, and the Parties’ stipulation contained therein, the five-year deadline to bring a case
20 to trial under Code of Civil Procedure § 583.310 is tolled and extended for the entire period of this
21 settlement process, whether through final approval and judgment or the Court’s complete and final
22 rejection of this settlement.

23 15. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing
24 and all dates provided for in the Amended Settlement Agreement without further notice to Class Members,
25 and retains jurisdiction to consider all further applications arising out of or connected with the proposed
26 Settlement.

27 16. The Court orders the following implementation schedule for further proceedings, as
28 provided in the Settlement Agreement:

| Event | Deadline |
|---|---|
| Deadline for Defendants to provide the Settlement Administrator with a confidential list of Class Members, including their names, last known addresses, telephone numbers, Social Security numbers, and the number of Class Period Workweeks and PAGA Pay Periods for each Class Member (“Class Data”). | 21 calendar days after entry of the Order granting Preliminary Approval. (Amended Settlement Agreement at ¶ 4.2.) |
| Deadline for Settlement Administrator to mail the Class Notice to Class Members. | 15 calendar days after receiving the Class Data from Defendants. (Amended Settlement Agreement at ¶ 7.2.1.) |
| Deadline for Class Members to submit a Request for Exclusion or Notice of Objection to the Settlement. | 60 calendar days after the mailing of the Class Notice. (Amended Settlement Agreement at ¶¶ 7.3.1, 7.5.2.) |
| Deadline for the Settlement Administrator to provide declaration of due diligence. | 10 calendar days before the date by which Plaintiffs are required to file the Motion for Final Approval. (Amended Settlement Agreement at ¶ 7.6.5.) |
| Deadline for Class Counsel to file Plaintiffs’ Motion for Final Approval. | 16 court days before the Final Approval Hearing. (Amended Settlement Agreement at ¶ 9.) |

17. The Court hereby sets a hearing date for Plaintiffs’ Motion for Final Approval of Class Action and PAGA Settlement on February 29, 2024 at 10:00 a.m. in Department SSC-07 of this Court.

IT IS SO ORDERED.

Dated: 10/31/2023



Lawrence P. Riff / Judge

Honorable Lawrence P. Riff
Judge of the Superior Court