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8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES**

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

12 Plaintiff,

13 vs.

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

16 Defendants.

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

20 Plaintiff,

21 vs.

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

23 Defendants.
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FILED
Superior Court of California
County of Los Angeles
10/25/2024
David W. Slayton, Executive Officer / Clerk of Court
By: A. Morales Deputy

Lead Case No.: BC490822;
Consolidated with: BC494910

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

CLASS AND REPRESENTATIVE ACTION

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT; AND JUDGMENT**

Date: October 23, 2024
Time: 10:00 a.m.
Judge: Hon. Lawrence P. Riff
Dept.: SSC-07

[Filed concurrently herewith Notice of Motion,
Memorandum of Points and Authorities, and
Declarations of Graham S.P. Hollis, Douglas N.
Silverstein, and Fabian Angulo]

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Attorneys for Plaintiff Fabian Angulo and the Certified Class

1 The Motion for Final Approval of Class Action and PAGA Settlement came before this Court, on
2 October 23, 2024. The above captioned Action is a class action lawsuit brought by Plaintiffs Fabian
3 Angulo and Joseph Frugard (hereinafter “Plaintiffs”) against Defendants Unified Protective Services, Inc.,
4 A&A Protective Services, Inc., Unified Security Services, Inc., Sherif Antoon, and Saly Antoon
5 (“Defendants”) (collectively the “Parties”). Plaintiffs allege, inter alia, wage and hour violations, including
6 failure to pay all minimum and overtime wages, failure to provide meal and rest breaks, and failure to
7 reimburse necessary business expenses, among other claims. Defendants deny any alleged wrongdoing
8 and deny any liability to the Plaintiffs or to other members of the putative Class.

9 On October 31, 2023, this Court entered an Order Granting Motion for Preliminary Approval Of
10 Settlement, resulting in certification of the following provisional Settlement Class: “All persons who are
11 listed in Exhibit A of the Amended Settlement Agreement and who have also been employed as security
12 guards by Defendants in the state of California, at any time since August 23, 2008.” The Court noted,
13 “The court understands these terms to be limited to the specific persons on Ex. A. [to the Settlement
14 Agreement].”

15 That Order further directed the Parties to provide Notice to the Class, which informed absent class
16 members of: (a) the proposed Settlement, and the Settlement’s key terms; (b) the date, time and location
17 of the Final Approval Hearing; (c) the right of any Settlement Class Member to object to the proposed
18 Settlement, and an explanation of the procedures to exercise that right; (d) the right of any Settlement
19 Class Member to exclude themselves from the proposed Settlement, and an explanation of the procedures
20 to exercise that right; and (e) an explanation of the procedures for class members to participate in the
21 proposed Settlement.

22 The Court, upon Notice having been given as required in the Preliminary Approval Order, and
23 having considered the proposed Settlement Agreement, attached hereto as Exhibit 1, as well as all papers
24 filed, hereby ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

25 1. The Court, for purposes of this Order of Final Approval, adopts all defined terms as set
26 forth in the Settlement Agreement.

27 2. The Court has jurisdiction over the subject matter of the Actions and over all Parties to the
28 Actions, including all members of the Settlement Class.

1 3. The Court finds that the Settlement Class is properly certified as a Class for settlement
2 purposes only.

3 4. The Notice Packet provided to the Settlement Class conforms with the requirements of
4 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of
5 Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and
6 constitutes the best notice practicable under the circumstances, by providing individual notice to all
7 Settlement Class Members who could be identified through reasonable effort, and by providing due and
8 adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class
9 Members. The Notice Packet fully satisfied the requirements of due process.

10 5. The Court finds the Settlement was entered into in good faith, that the Settlement is fair,
11 reasonable and adequate, and that the Settlement satisfies the standards and applicable requirements for
12 final approval of this class action settlement under California law, including the provisions of California
13 Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

14 6. Zero Settlement Class Members have objected to the terms of the Settlement.

15 7. Zero Settlement Class Members have requested exclusion from the Settlement.

16 8. Upon entry of this Order, compensation to the participating Settlement Class Members and
17 PAGA Employees shall be effectuated pursuant to the terms of the Settlement Agreement.

18 9. In addition to any recovery that Plaintiffs may receive under the Settlement, and in
19 recognition of the Plaintiffs' efforts on behalf of the Settlement Class, the Court hereby approves Class
20 Representative Payments to the Plaintiffs, in the total amount of \$20,000, comprised of \$10,000 for Fabian
21 Angulo and \$10,000 for Joseph Frugard.

22 10. The Court hereby finds the requested hourly rates of Douglas N. Silverstein, Esq (\$1,200),
23 Michael G. Jacob (\$800), Graham S.P. Hollis (\$1,100) and Dawn M. Berry (\$850) are reasonable, and the
24 Court approves the payment of attorneys' fees to Class Counsel in the sum of \$400,000, in the amount of
25 \$200,000 to Kesluk, Silverstein, Jacob & Morrison and \$200,000 to GrahamHollis APC, and the
26 reimbursement of litigation expenses in the total sum of \$52,076.82 (reduced to exclude research and
27 telephone expenses).

11. The Court approves and orders payment in the amount of \$9,500 to the Settlement Administrator, CPT Group, Inc., for performance of its settlement administration services.

12. The Parties are ordered to give notice to all Class Members in accordance with CRC 3.771(b) by posting on the website created by the Settlement Administrator and located at www.cptgroupcaseinfo.com/upssettlement.

13. Upon the Effective Date, the Plaintiffs and all members of the Settlement Class shall have, by operation of this Order and Judgment, fully, finally and forever released, relinquished, and discharged Defendants from all claims as defined by the terms of the Settlement. Upon the Effective Date, all members of the Settlement Class shall be and are hereby permanently barred and enjoined from the institution or prosecution of any and all of the claims released under the terms of the Settlement.

14. Upon completion of administration of the Settlement, or on or before May 1, 2026, the parties shall file a declaration updating the Court as to the status of settlement administration or a final accounting, stating forth that claims have been paid and that the terms of the settlement have been completed.

15. This Judgment is intended to be a final disposition of the above captioned action in its entirety, and is intended to be immediately appealable.

16. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the Settlement, and any and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the settlement and the determination of all controversies relating thereto.

17. The Court sets a non-appearance case review regarding distribution of the Gross Settlement Amount for July 13, 2026. At least five court days before the non-appearance case review, Class Counsel shall submit a Declaration from the Settlement Administrator, identifying the distributions made as ordered herein, the number and value of any uncashed checks, and the status of the redistributed funds.

IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.

Dated: 10/25/2024



A handwritten signature in black ink, appearing to read "Lawrence P. Riff", is written over the judge's name.

Lawrence P. Riff / Judge
Honorable Lawrence P. Riff
Judge of the Superior Court