

1 Adam M. Rose (210880)
adam@frontierlawcenter.com
2 Theodore R. Tang (313294)
theodore@frontierlawcenter.com
3 Manny M. Starr (319778)
manny@frontierlawcenter.com
4 FRONTIER LAW CENTER
23901 Calabasas Road, STE #2074
5 Calabasas, CA 91302
Telephone: (818) 914-3433
6 Facsimile: (818) 914-3433

7 Attorneys for Claimant
Junior Aguilar
8
9
10
11
12

13 IN THE MATTER OF ARBITRATION BETWEEN

14 JUNIOR AGUILAR, on behalf of himself)
15 and all others similarly situated,)

16 Claimant,)

17 v.)

18 AMERICAN-PARAGON PROTECTIVE)
19 SEVICES, LLC., AMERICAN EAGLE)
PROTECTIVE SERVICES CORP.,)

20 Respondents.)
21)
22)

CASE NO. 1110026768

^{R.A.B.}
~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF
FLSA ACTION SETTLEMENT

23
24 The Arbitrator heard Claimant's motion for preliminary approval and has
25 reviewed the Parties settlement agreement, and hereby orders the following:

26 1. [Subject to approval by the District Court], the Arbitrator hereby grants
27 preliminary approval of the proposed Settlement upon the terms and conditions set
28 forth in the Agreement.

1 2. The Arbitrator preliminarily finds that a bona fide dispute exists over whether
2 FLSA liability exists; that the terms of the proposed Settlement are fair, adequate and
3 reasonable, and advance the purpose of the FLSA; and that the proposed Settlement
4 complies with the opt-in requirements of 29 USC § 216(b).

5 3. The Arbitrator preliminarily finds that the Settlement is the product of serious,
6 informed, and non-collusive negotiations conducted at arm's-length by the Parties.

7 4. From the gross settlement of \$175,000, there are the following payments:

8 a. \$7,500 service award to Claimant Junior Aguilar

9 b. \$58,333 for attorney fees to Frontier Law Center

10 c. \$22,000 for costs to Frontier Law Center

11 d. \$5,750 for settlement administration

12 5. The remaining net settlement amount of \$81,417 will be distributed to the
13 members of the Collective who opt in will be divided on this pro rata basis:

14 a. Participating Collective Action Member Security Officers will receive one (1)
15 point for each Eligible Workweek worked during the FLSA Collective Period.

16 b. Participating Collective Action Member Security Police Officers will receive
17 one and three tenths (1.3) points for each Eligible Workweek worked in a
18 relevant class period.

19 c. Each Eligible Workweek shall receive a single point allocation and shall not
20 be double counted. For example, if Collective Action Members has some
21 Eligible Workweeks as a Security Officer during the relevant class period and
22 some Eligible Workweeks as a Security Police Officer during the relevant class
23 period, that individual will receive point share allocations for their job position
24 during the relevant time period only.

25 d. To calculate each Collective Actions Member's proportionate share: a) Add
26 all points for all Participating Collective Action Members together to obtain the
27 "Denominator"; b) Divide the number of points for each Participating Collective
28 Action Member by the Denominator to obtain each Participating Collective

1 Actions Member “Portion of the Net Fund”; c) Multiply each Participating
2 Collective Action Member Portion of the Net Settlement Fund by the Net
3 Settlement Fund to determine each Collective Action Member’s Net Amount.

4 e. For each Participating Collective Action Member, their Net Amount will be
5 the amount of their Settlement Check (before tax withholdings).

6 6. The Arbitrator [subject to approval of the District Court,] approves the proposed
7 manner of notice of settlement set forth in the Agreement, including the size and
8 contents of the Notice of Fair Labor Standards Act Settlement (the “Notice”).

9 7. The Arbitrator finds that the proposed manner of the notice of settlement set
10 forth in the Agreement constitutes the best notice practicable under the circumstances
11 and is in full compliance with the due process. The Arbitrator finds that the Notice fully
12 and accurately informs the Collective of all material elements of the matter and the
13 proposed settlement, and each Certified Collective Action Member’s right to opt-into
14 the Settlement, including the procedures and deadlines for doing so.

15 8. The proposed plan for mailing the Notice and Claim Form by first-class mail to
16 the Certified Collective Action Members’ last-known address is an appropriate method,
17 reasonably designed to reach all individuals who are entitled to participate in the
18 Settlement if they choose.

19 9. The Parties are ordered [subject to approval by the District Court] carry out the
20 Settlement according to the terms of the Settlement Agreement, through the motion for
21 final approval, at which point the District Court shall determine whether to finally
22 approve the settlement.

23 10. The Arbitrator appoints Phoenix Class Action Administration Solutions as the
24 Settlement Administrator. Promptly following the entry of this order, the Settlement
25 Administrator will prepare a final version of the Notice, incorporating into it all
26 relevant dates and deadlines set forth in this Order and the Settlement Agreement and
27 will commence the notice process in accordance with the scheduling set forth herein.
28

R.A.B. to
^


1 11. The deadline to opt-in to the Collective is 45 days from the date of the initial
2 mailing of notices, except for Collective Action Members to whom Notice was
3 remailed, for whom the opt-in deadline shall be extended by an additional 30 days from
4 the date of the initial mailing.

5 12. The award for Class Counsel's attorney's fees and costs shall be determined by
6 the District Court as part of the Motion for Final Approval.

7 13. The Motion for Final Approval shall be filed with the District Court, styled as a
8 "Joint Petition for Confirmation of Arbitration Award and Entry of Order in the District
9 Court," and shall include a compliance affidavit from the Settlement Administrator; an
10 application for attorney fees, costs, and service award; supporting declarations and
11 documents from Class Counsel regarding the fairness, adequacy, and reasonableness
12 of the Settlement; and a proposed Final Approval Order and Judgment.

13
14 IT IS SO ORDERED.

15 Date: *September 18, 2023.*



Arbitrator Hon. Robert Baines (Ret.)