

**UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF
CALIFORNIA**

Roy Woods v. Securitas Technology Corporation, et al.

Woods · No. 25-cv-00810-AJB-AHG · Decided October 22, 2025

OPINION

Woods

PER CURIAM.

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8 UNITED STATES DISTRICT COURT

9 SOUTHERN DISTRICT OF CALIFORNIA

10 11 ROY WOODS, Case No.: 25-cv-00810-AJB-AHG 12 Plaintiff,

ORDER GRANTING PLAINTIFF’S

13 v. REQUEST FOR DISMISSAL OF

PAGA CAUSE OF ACTION

14 SECURITAS TECHNOLOGY

CORPORATION, ET AL.,

15 (Doc. No. 15) Defendants. 16 17 18 Before the Court is Plaintiff Roy Woods’ (“Woods”) Request for Dismissal of 19 PAGA Cause of Action. (Doc. No. 15.) Upon a review of the record and Woods’ filings, 20 the Court GRANTS Woods’ request. 21 On February 4, 2025, Woods initiated the present action in the Superior Court of the 22 State of California for the County of San Diego. (Doc. No. 1-2 at 5–15.1) Woods raised six 23 causes of action: (1) employment discrimination and retaliation pursuant to California 24 Government Code sections 12940, et seq.; (2) failure to pay all compensation owed, in 25 violation of California Labor Code section 204; (3) failure to provide accurate itemized 26 27 28 1 wage statements, in violation of California Labor Code section 226; (4) failure to reimburse 2 Plaintiff for necessary business expenditures incurred in the discharge of his duties, in 3 violation of California Labor Code section 2802; (5) failure to pay Plaintiff all wages 4 earned and unpaid, in violation of California Labor Code sections 201 through 203; and 5 (6) engaging in unlawful, unfair, or fraudulent business acts or practices, in violation of 6 California Business and Professions Code sections 17200, et seq. (Doc. No. 1-2 at 9–14 7 ¶¶ 22–56.) The following month, Woods served the Summons and Complaint on Defendant 8 Securitas Technology Corporation (“Securitas”), which timely removed the action to 9 federal court. (Id. at 2 ¶ 3; see also Doc. No. 1.) 10 On April 24, 2025, Woods filed the operative First Amended Complaint to add a 11 seventh, Private Attorneys General Act (“PAGA”) cause of action under California Labor 12 Code section 2698 (the “PAGA Claim” or “PAGA Cause of Action”). (Doc. No. 5 at 12– 13 14 ¶¶ 65–74.) 14 Following settlement discussions, including an

Early Neutral Evaluation Conference 15 held before Magistrate Judge Allison H. Goddard (see Doc. No. 13), “the parties agreed to 16 settle the claims brought by Mr. Woods in a representative capacity.” (Doc. No. 15-1 at 2 17 ¶¶ 3–4.) 18 On October 1, 2025, Woods filed the present Request for Dismissal of PAGA Cause 19 of Action. (Doc. No. 15.) 20 Because California Labor Code § 2699(s)(2) requires that the presiding court “shall 21 review and approve any settlement of any civil action filed pursuant to [California Labor 22 Code Part 13],” the Court ordered the parties to submit the proposed settlement to the Court 23 for its review. (Doc. No. 16.) 24 Although the parties maintain that “this Labor Code provision only applies when 25 there is a settlement – as opposed to a dismissal – of PAGA claims,” they nevertheless 26 provided the Court with a copy of their settlement agreement. (Doc. No. 17 at 2 ¶ 5, 4–17.) 27 The plain text of California Labor Code § 2699(s)(2) provides that “[t]he superior 28 court shall review and approve any settlement of any civil action filed pursuant to 1 || [California Labor Code Part 13].” (Emphasis added.) However, “[w]hile PAGA requires a 2 court to approve a PAGA settlement, district courts have noted there is no governing 3 standard to review PAGA settlements.” Kulik v. NMCI Med. Clinic Inc., No. 21-cv-03495- 4 BLF, 2023 WL 2503539, at *3 (N.D. Cal. Mar. 13, 2023) (quoting Hudson v. Libre Tech. 5 || Inc., No. 3:18-cv-01371-GPC-KSC, 2020 WL 2467060, at *8 (S.D. Cal. May 13, 2020)). 6 || Further, “[t]he parties do not cite, and the Court is not aware of any legal authority requiring 7 court approval of individual offers of settlement.” Sandoval v. Brigantine, Inc., No. 20-cv- 8 || 00189-JLS-MSB, 2020 WL 6504914, at *2 (S.D. Cal. Nov. 5, 2020) (quoting Olivo v. 9 || Fresh Harvest, Inc., No. 17-cv-02153-L-WVG, 2019 WL 6329227, at *6 (S.D. Cal. Nov. 10 2019)). Accordingly, “the Court does not believe it necessary or appropriate to engage 11 a detailed analysis of the fairness and reasonableness of the settlement terms, or the 12 || appropriateness of the attorneys’ fees.” Jd. 13 Upon a review of the settlement, the Court finds that its structure appears fair and 14 ||/reasonable under the California Private Attorneys General Act. The settlement releases 15 || Securitas from Woods’ individual claims. (See Doc. No. 17 at 9-10 4 6.) It does not impact 16 ||/any other potentially aggrieved employees or the State of California. (See generally id. at 17 5-17; see also id. at 2 42; Ortega v. UnitedHealth Grp., Inc., No. 23-cv-05596-JST, 2025 18 || WL 1906789, at *1 (N.D. Cal. July 10, 2025).) 19 Accordingly, the Court APPROVES the settlement of Woods’ claims against 20 || Securitas and GRANTS Woods’ request to dismiss with prejudice the PAGA Claim as it 21 relates to Woods himself. The Court further GRANTS Woods’ request to dismiss without 22 || prejudice the PAGA Claim as it relates to any other allegedly aggrieved employee. The 23 Court takes no action on Woods’ other causes of action at this time. 24 IT IS SO ORDERED. 25 Dated: October 22, 2025 27 United States District Judge 28