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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

ALEX SCOTT, LASHAWN PARKER,
individually, and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiffs,

vs.

ABC SECURITY SERVICE, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: RG20061358

Honorable James Reilly
Department 25

**DECLARATION OF EDWIN AIWAZIAN
IN SUPPORT OF PLAINTIFFS' MOTION
FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL.
LABOR CODE § 2698, ET SEQ.)
SETTLEMENT AGREEMENT AND
AWARD OF ATTORNEYS' FEES AND
COSTS, GENERAL RELEASE FEE, AND
SETTLEMENT ADMINISTRATION
COSTS**

[Notice of Motion and Motion for Approval
of Private Attorneys General Act (Cal. Labor
Code § 2698, *Et Seq.*) Settlement Agreement
and Award of Attorneys' Fees and Costs,
General Release Fee, and Settlement
Administration Costs; Declaration of
Plaintiff (Alex Scott); Declaration of Plaintiff
(LaShawn Parker); and [Proposed] Order and
Judgment filed concurrently herewith]

Reservation ID: 783522915653
Date: February 8, 2023
Time: 3:00 p.m.
Department: 25

Complaint Filed: May 12, 2020
FAC Filed: July 14, 2020
Trial Date: None Set

DECLARATION OF EDWIN AIWAZIAN

I, Edwin Aiwazian, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiffs Alex Scott and LaShawn Parker (together, "Plaintiffs"). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

ADEQUACY OF LAWYERS for JUSTICE, PC

EDUCATION

2. In May of 2004, I graduated from *Pepperdine University School of Law* with a Juris Doctor degree. I have extensive formal education and training in dispute resolution and negotiation from the *Straus Institute for Dispute Resolution* as part of its Masters in Dispute Resolution degree program. In addition, I have previously served as a *pro bono* mediator for the *Los Angeles County Superior Court*. In October of 2000, I obtained a Litigation Paralegal Certificate from *UCLA Extension Program*. During the summer of 2000, I studied Legal Writing at *Harvard University*. In April of 1999, I obtained a Bachelor of Arts degree in Communication with a concentration in Natural Sciences from *Pepperdine University*.

JUDICIAL EXTERNSHIPS

3. From approximately September 2002 to approximately December 2002, I served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the *United States Court of Appeals for the Ninth Circuit*. From approximately June 2002 to approximately August 2002, I served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the *California Court of Appeal for the Second Appellate District*.

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

4. In December of 2004, I obtained a license to practice law from the California State Bar. From approximately December 2004 to approximately August 2008, I was employed by *Girardi & Keese*.

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1 5. At *Girardi & Keese*, my practice focused on massive class actions and other
2 complex cases involving toxic torts and products liability. In addition, I gained substantial
3 experience on cases involving insurance bad faith, premises liability, and medical negligence.
4 While employed by *Girardi & Keese*, I argued approximately 100 motions, took or defended
5 approximately 150 depositions, and prepared dozens of expert witnesses for deposition and/or
6 trial.

7 6. Since its inception in or around October of 2008, *Lawyers for Justice, PC* has
8 almost exclusively focused on the prosecution of consumer and employment representative and
9 class actions, involving wage-and-hour claims, race discrimination, unfair business practices or
10 consumer fraud. Currently, *Lawyers for Justice, PC* is the attorney of record in well over a
11 dozen employment-related putative class actions and representative actions in both state and
12 federal courts in the State of California. *Lawyers for Justice, PC* has successfully litigated cases
13 involving the executive, administrative, and other overtime exemptions to the State of California
14 and federal overtime compensation requirements. During this relatively short time, in
15 association with other law firms, *Lawyers for Justice, PC* has recovered millions of dollars on
16 behalf of thousands of individuals in California.

17 **EXAMPLES OF RESULTS IN REPRESENTATIVE AND CLASS ACTION CASES**

18 7. What follows are just a few examples of the type of results *Lawyers for Justice,*
19 *PC* (“LFJ”) has achieved on behalf of its clients:

20 a) LFJ, in association with co-counsel therein, represented the plaintiffs in a
21 wage-and-hour class action against a major property management company involving allegations
22 of misclassification of various “manager” positions. On September 20, 2010, the court granted
23 final approval of the class action settlement. The Los Angeles County Superior Court Case
24 Number is BC400414.

25 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a
26 wage-and-hour class action against a national retailer of household items involving allegations of
27 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
28 granted final approval of the class action settlement. The Los Angeles County Superior Court

Case Number is BC413498.

c) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national property management company involving allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC430918.

d) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer involving allegations of misclassification of the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class certification. On August 26, 2013, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC424012.

e) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a bank, involving allegations of misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court granted final approval of the class and PAGA representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-273194-LHB.

f) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a national wholesale distributor of plumbing and builder supplies, involving allegations of misclassification of multiple salaried “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2012-00136285.

g) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class action against a multinational corporation that provides global workplace solutions, involving allegations of misclassification of the “Operations Manager” position. On September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles County Superior Court Case Number is BC478769.

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h) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a national retailer of household items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final approval of the class and PAGA representative action settlement. The San Francisco County Superior Court Case Number is CGC-13-532344.

i) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA action involving allegations of misclassification of the salaried residential “Property Manager” position. On September 17, 2015, the court granted plaintiff’s motion for class certification. On October 20, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC474784.

j) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of upscale hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council Coordination Proceeding Number is 4794.

k) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On August 5, 2016, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC488069.

l) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel, accessories, and home products, involving allegations of misclassification of the “Department Manager” position. On August 12, 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On August 6, 2019, the court granted final approval of the class action settlement. The Alameda County Superior Court Case Number is RG13680477.

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1 m) LFJ represented the plaintiff in a PAGA representative action against a
2 real estate and property management company, on behalf of non-exempt employees. On
3 November 4, 2016, the court granted approval of the PAGA representative action settlement. The
4 Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

5 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
6 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of
7 non-exempt employees. On November 18, 2016, the court granted final approval of the class and
8 PAGA representative action settlement. The San Francisco County Superior Court Case Number
9 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

10 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
11 representative action against a foodservice distributor, on behalf of non-exempt employees. On
12 January 26, 2017, the court granted final approval of the class and PAGA representative action
13 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

14 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
15 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to
16 the employer's motion to compel arbitration, which resulted in a published opinion by the
17 California Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall*
18 *Supply* (Cal. App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S.
19 Supreme Court Docket No. 17-254). The Riverside County Superior Court Case Numbers are
20 RIC1503952 and RICJCCP5046, and the Judicial Council Coordination Proceeding Number is
21 5046.

22 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
23 wage-and-hour class and PAGA representative action against a consumer packaging company,
24 on behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the
25 class and PAGA representative action settlement. The Los Angeles County Superior Court Case
26 Number is BC590429.

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1 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a manufacturer of food service
3 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
4 approval of the class and PAGA representative action settlement. The Orange County Superior
5 Court Case Number is 30-2015-00810013-CU-OE-CXC.

6 s) LFJ in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a lumber and hardware company
8 on behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the
9 class and PAGA representative action settlement. The Orange County Superior Court Case
10 Number is 30-2014-00747750-CU-OE-CXC.

11 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
12 representative action against a property management company, on behalf of non-exempt
13 employees. On June 14, 2017, the court granted final approval of the class and PAGA
14 representative action settlement. The Los Angeles County Superior Court Case Number is
15 BC586234.

16 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
17 representative action against a food company on behalf of non-exempt employees. On June 30,
18 2017, the court granted final approval of the class and PAGA representative action settlement.
19 The Sacramento County Superior Court Case Number is 34-2015-00175871.

20 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
21 representative action against a chocolate company on behalf of non-exempt employees. On July
22 19, 2017, the court granted final approval of the class and PAGA representative action
23 settlement. The Alameda County Superior Court Case Number is RG15764300.

24 w) LFJ represented the plaintiff in a PAGA representative action, against the
25 parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
26 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
27 Los Angeles County Superior Court Case Number is BC569664.

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1 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
2 representative action against a manufacturer of plastic containers on behalf of non-exempt
3 employees. On October 31, 2017, the court granted final approval of the class and PAGA
4 representative action settlement. The Los Angeles County Superior Court Case Number is
5 BC577233.

6 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
8 employees. On December 11, 2017, the court granted final approval of the class and PAGA
9 representative action settlement. The Los Angeles County Superior Court Case Number is
10 BC569646.

11 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a property management company
13 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
14 approval of the class and PAGA representative action settlement. The Los Angeles County
15 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
16 Number is 4819.

17 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
18 wage-and-hour class and PAGA representative action against a global provider of flexible office
19 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
20 representative action settlement. The Los Angeles County Superior Court Case Number is
21 BC498401.

22 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
23 wage-and-hour class action against a container manufacturer, on behalf of non-exempt
24 employees. On October 15, 2018, the court granted the plaintiff's motion for class certification.
25 The Tulare County Superior Court Case Number is VCU264528.

26 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
27 representative action against a behavioral health service provider on behalf of non-exempt
28 employees. On November 13, 2018, the court granted final approval of the class and PAGA

1 representative action settlement. The Alameda County Superior Court Case Number is
2 RG16811450.

3 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
4 PAGA representative action against a global provider of products and services to the energy
5 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
6 granted approval of the PAGA representative action settlement. The Kern County Superior
7 Court Case Number is S-1500-CV-280215-SDC.

8 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
9 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
10 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
11 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
12 Council Coordination Proceeding Number is 4886.

13 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
14 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
15 employees. On September 27, 2019, the court granted the plaintiffs' motion for class
16 certification in part and certified a class. The Alameda County Superior Court Case Number is
17 RG15757606 and the Judicial Council Coordination Proceeding Number is 4921.

18 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
19 wage-and-hour class and PAGA representative action against a national retailer of apparel and
20 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
21 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
22 court granted final approval of the class and PAGA representative action settlement. The
23 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

24 hh) LFJ, in association with co-counsel therein, represents the plaintiff in a
25 wage-and-hour class and PAGA representative action against a medical equipment supplier on
26 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
27 for class certification and certified a class. The San Bernardino County Superior Court Case
28 Number is CIVDS1505744.

1 ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
2 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
3 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
4 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
5 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted
6 approval of the PAGA representative action settlement. The San Diego County Superior Court
7 Case Number is 34-2015-00175330.

8 jj) LFJ, in association with co-counsel therein, represented the plaintiff in a
9 wage-and-hour class and PAGA representative action against a large national drug testing
10 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
11 plaintiff's motion for class certification and certified a class. On October 28, 2022, the court
12 granted final approval of the class and PAGA representative action settlement. The San Diego
13 County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

14 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
15 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
16 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
17 court granted in part the plaintiff's motion for class certification and certified a class. The
18 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
19 Judicial Council Coordination Proceeding Number is 4930.

20 ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a
21 wage-and-hour class action against manufacturer and supplier of power products and services on
22 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs'
23 motion for class certification and certified a class. On August 27, 2021, the court granted final
24 approval of the class action settlement. The San Diego County Superior Court Case Number is
25 37-2015-00025968-CU-OE-CTL.

26 mm) LFJ represents the plaintiff in a wage-and-hour class action against a
27 nutritional products manufacturer on behalf of non-exempt production line employees. On
28 December 13, 2021, the court granted the plaintiff's motion for class certification in part and

certified a class. The Solano County Superior Court Case Number is FCS051001.

THE SETTLEMENT REACHED IN THE ACTION

8. Marked and attached hereto as “EXHIBIT 1” is the Private Attorneys General Act Settlement Agreement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”), entered into between Plaintiffs Alex Scott and LaShawn Parker, for themselves and on behalf of the State of California and other aggrieved employees pursuant to the Private Attorneys General Act, and Defendant ABC Security Service, Inc. (“Defendant”). The parties have also drafted and agreed to the form and content of the proposed informational cover letter (“Cover Letter”) for mailing to PAGA Employees when Individual Settlement Share checks are distributed to them, in substantially the form attached as “EXHIBIT 1” to the [Proposed] Order and Judgment Granting Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys’ Fees and Costs, General Release Fee, and Settlement Administration Costs. The Court is respectfully requested to approve the proposed Cover Letter.

9. Under the Settlement, the PAGA Employees consist of the following individuals: all current and former non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period (“PAGA Employees”). The “PAGA Period” means the period between January 30, 2019 through July 17, 2022. Defendant has represented that there are approximately four hundred eighteen (418) PAGA Employees.

10. Plaintiffs have satisfied the prerequisites under California Labor Code section 2699.3(a), including, and not limited to, providing the California Labor and Workforce Development Agency (“LWDA”) and the employer with written notice of the specific provisions of the California Labor Code that are alleged to have been violated, including the facts and theories to support the alleged violations, by way of written correspondence on January 30, 2020 for Plaintiff Alex Scott and May 8, 2020 for Plaintiff LaShawn parker. The notices were sent by U.S. Certified Mail to the employer and the notices were submitted to the LWDA by way of online submission on the LWDA’s website. The LWDA did not respond to the letters that were sent on behalf of Plaintiffs. A true and correct copy of the January 30, 2020 notice letter is

1 attached hereto as “**EXHIBIT 2.**” A true and correct copy of the May 8, 2020 notice letter is
2 attached hereto as “**EXHIBIT 3.**”

3 11. The Settlement is for the gross amount of Two Hundred and Fifty Thousand
4 Dollars (\$250,000.00) (“Total Settlement Amount”), which Defendant. The Settlement
5 Agreement provides that the “Net Settlement Amount” will be the Total Settlement Amount less
6 the following amounts: (1) Attorneys’ Fees and Costs in the amount of up to \$87,500.00 for
7 attorneys’ fees and up to \$16,000.00 for reimbursement of litigation costs and expenses to
8 Lawyers for Justice, PC (“Plaintiffs’ Counsel”); (2) General Release Fees of up to \$7,500.00
9 each to Plaintiffs (totaling \$15,000.00); and (3) Settlement Administration Costs of up to
10 \$7,500.00 to the PAGA Settlement Administrator. Plaintiffs’ Counsel seeks an award of
11 reimbursement of litigation costs and expenses in the amount of \$11,690.39, and assuming that
12 the requested Attorneys’ Fees and Costs, General Release Fee, and Settlement Administration
13 Costs, are approved by the Court, the Net Settlement Amount is estimated to be approximately
14 \$128,309.61. The Net Settlement Amount will be distributed to the LWDA and the PAGA
15 Employees pursuant to California Labor Code section 2699(i). Seventy-five percent (75%) of
16 the Net Settlement Amount will be distributed to the LWDA, which is estimated to be
17 \$96,232.21 (“LWDA Payment”), and twenty-five percent (25%) of the Net Settlement Amount,
18 which is estimated to be \$32,077.40 (“Employees’ Portion”), will be distributed to the PAGA
19 Employees on a *pro rata* basis, based on the number of pay periods they each worked during the
20 PAGA Period (“Compensable Pay Periods”). The parties have agreed to retain Simpluris, Inc.
21 (“Simpluris” or “PAGA Settlement Administrator”) to handle the administration of the
22 Settlement, and the Court is respectfully requested to appoint Simpluris to serve as the PAGA
23 Settlement Administrator. The Settlement Administration Costs are estimated not to exceed
24 \$7,500.00 and will be paid out of the Total Settlement Amount, subject to approval by the Court.

25 **THE LITIGATION AND WORK PERFORMED BY PLAINTIFFS’ COUNSEL**

26 12. The effectiveness of Plaintiffs’ Counsel, Lawyers for Justice PC, in prosecuting
27 this case has translated into tangible monetary benefits for Plaintiffs, PAGA Employees, and the
28 State of California in the following respects: (1) their recoveries over a reasonably short period

1 of time as opposed to waiting additional years for the same, or possibly, a worse, result; (2) a
2 guaranteed result that compares favorably with other similar representative action settlements;
3 and (3) significant savings in fees and costs which would have only increased significantly had
4 the case progressed through trial and/or appeals.

5 13. After engaging in extensive investigations, formal and informal discovery, and
6 formal and informal exchange of documents, data, and information, the parties participated in
7 settlement negotiations to try to resolve the above-captioned lawsuit. These efforts included
8 participating in a full-day mediation on November 10, 2021, conducted by Hon. Raul A. Ramirez
9 (Ret.), a well-respected mediator experienced in mediating complex labor and employment
10 matters. After additional post-mediation settlement negotiations, with the aid of the mediator
11 and the mediator's evaluation, the parties reached the Settlement described herein. In the course
12 of mediation and settlement negotiations, the parties discussed all aspects of the case, including
13 the risks and delays of further litigation and proceeding with trial, as well as the law relating to
14 representative PAGA actions, off-the-clock theory, wage-and-hour enforcement, arbitration
15 agreements, collective bargaining agreements, pre-emption, and exemption, the evidence
16 produced and analyzed, and the possibility of bifurcation of discovery and/or trial and appeals,
17 among other things. During all settlement discussions, the parties conducted their negotiations at
18 arm's length in an adversarial position.

19 14. Prior to reaching the Settlement, the parties investigated the veracity, strength,
20 and scope of the PAGA claim and allegations, and were preparing for trial. Plaintiffs conducted
21 significant investigation, formal and informal discovery, and formal and informal exchange of
22 documents, data, and information regarding the facts of the case, including and not limited to, the
23 review, consideration, and analysis of a large volume of information, documents, and data
24 obtained from Plaintiffs, Defendant, and other sources. Plaintiffs' Counsel propounded multiple
25 sets of formal written discovery requests onto Defendant (specifically, Requests for Production
26 of Documents (Sets One and Two); Special Interrogatories (Sets One, Two, and Three); Form
27 Interrogatories – General (Set One); Amended Requests for Production of Documents (Set One);
28 and Amended Special Interrogatories (Sets One and Two)), reviewed Defendant's responses and

1 supplemental responses thereto, and served notices of depositions of Defendant's Person Most
2 Knowledgeable designees regarding organizational structure, wage and hour practices, and
3 affirmative defenses, along with requests for production of documents.

4 15. The documents and data that were reviewed and analyzed by Plaintiffs' Counsel
5 included, and were not limited to, the employment records of Plaintiffs, a sampling of aggrieved
6 employee time and pay data, Defendant's internal memorandum, Defendant's Employee
7 Handbook, various agreements and acknowledgments (such as, Defendant's Collective
8 Bargaining Agreement, Meal Break Mutual Consent Waiver, Agreement to Arbitrate, and
9 Acknowledgement of Defendant's Rules of Conduct and Prohibited Behavior), and Defendant's
10 operations and employment practices, policies, and procedures documents (such as, Defendant's
11 Rest Break Policy, Uniform Issuance Fee Policy, Professional Appearance Policy, and
12 Compensation at Termination Policy), among other documents. Counsel for the parties
13 undertook significant investigation, and invested time reviewing and analyzing relevant
14 documents and data to evaluate Plaintiffs' claims and allegations, including, and not limited to,
15 calculating the potential monetary recovery under PAGA. Other work performed by Plaintiffs'
16 Counsel included and was not limited to: meeting and conferring with Defendant's counsel
17 regarding the pleadings, case management, the mediation, and settlement, among other issues;
18 case strategy and analysis; drafting, reviewing, and revising the pleadings, mediation brief, and
19 settlement approval motion papers; preparing for and engaging in the mediation and settlement
20 negotiations; and preparing for and appearing for court proceedings, mediation, and settlement
21 negotiations. Counsel for the parties have further invested time to research the applicable law,
22 which is evolving as it relates to representative PAGA actions, off-the-clock theory, wage-and-
23 hour enforcement, arbitration agreements, collective bargaining agreements, pre-emption,
24 exemption, Plaintiffs' claims and allegations, and Defendant's defenses, as well as facts
25 discovered.

26 16. Based on investigation and information discovered, Plaintiffs' Counsel believes
27 that there is sufficient evidence to support the allegations that Defendant violated the California
28 Labor Code. While Plaintiffs' Counsel believes that the PAGA claim has merit and that

1 Plaintiffs will ultimately succeed in this litigation and prevail at trial, Plaintiffs and Plaintiffs’
2 Counsel also recognize Defendant’s defenses, the costs of further litigation, and multiple risks to
3 recovery. For example, although wage-and-hour actions are amenable to resolution as to a group
4 of employees, some courts have also found that, for various reasons, the issues raised by
5 Plaintiffs, including, and not limited to, the issues of non-compliant meal periods, non-compliant
6 rest periods, and unreimbursed business expenses, raise individualized issues and/or are
7 unmanageable and thus not suitable for adjudication as to a group of employees. Thus, Plaintiffs
8 faced the risk that the Court may determine that the PAGA claim requires individualized
9 inquiries that would render adjudication of the PAGA claim unmanageable or at odds with
10 Defendant’s right to due process. *See, e.g., Wesson v. Staples the Office Superstore, LLC* (2021)
11 68 Cal.App.5th 746, 756 (“[C]ourts have inherent authority to ensure that PAGA claims can be
12 fairly and efficiently tried and, if necessary, may strike claims that cannot be rendered
13 manageable”); *but cf. Estrada v. Royalty Carpet Mills, Inc.* (2022) 76 Cal.App.5th 685,
14 712, *review granted* (June 22, 2022) (“Imposing a manageability requirement would create an
15 extra hurdle in PAGA cases that does not apply to LWDA enforcement actions.”).

16 17. Plaintiffs and their counsel have also considered the uncertainty and risk of the
17 outcome of further litigation, including the difficulties and delays inherent in such litigation. In
18 order to prevail on the PAGA claim, Plaintiffs would have to prove that Defendant engaged in
19 the alleged California Labor Code violations and demonstrate that Defendant’s conduct warrants
20 the imposition of penalties. Plaintiffs’ core allegation is that Defendant has violated the
21 California Labor Code by failing to pay overtime and minimum wages, failing to provide
22 compliant meal and rest periods and associated premiums, failing to timely pay wages during
23 employment and upon termination of employment, failing to provide complete and accurate
24 wage statements, failing to keep complete and accurate payroll records, and failing to reimburse
25 necessary business-related expenses and costs.

26 18. From the inception of this litigation, Defendant indicated that it would
27 aggressively litigate this case and contended that it would ultimately succeed in the action.
28 Defendant maintained several defenses to Plaintiffs’ allegations, which, if successfully argued

1 and proven, had the potential to eliminate or substantially reduce recovery. Throughout this
2 litigation, Defendant maintained, and continues to maintain, that it did not engage in a uniform
3 policy and systematic scheme of wage abuse against its hourly-paid or non-exempt employees,
4 and that it had, and continues to have, legally-compliant employment policies and practices
5 throughout the time period at issue. Defendant denies that it ever violated any provision of the
6 California Labor Code. Defendant further denied, and continues to deny, that the lawsuit is
7 appropriate for representative adjudication for any purpose other than the Settlement.

8 19. Importantly, Defendant also contended that the claims of Plaintiffs and other
9 PAGA Employees are subject to enforceable agreements to arbitrate their disputes, which
10 Defendant contended could effectively be used to require PAGA Employees to engage in
11 individual arbitration of their individual claims on which the PAGA claim is predicated.
12 Although the parties disagree on whether or not Defendant has enforceable arbitration
13 agreements and their impact, there is more uncertainty regarding the viability of PAGA claims in
14 the judicial forum, arising from the U.S. Supreme Court's decision in *Viking River Cruises, Inc.*
15 *v. Moriana*, (2022) 142 S. Ct. 1906, 2022 U.S. LEXIS 2940.

16 20. Even if Defendant failed on its defenses, Plaintiffs would inevitably face other
17 challenges in court. For example, Defendant challenged Plaintiffs' standing as an aggrieved
18 employee and denied that any of Defendant's other employees whom Plaintiffs seek to represent
19 are aggrieved. Aside from challenges relating to standing, Defendant would have likely sought
20 bifurcation of discovery and/or trial of the PAGA claim — multiple courts have taken such an
21 approach, for example, limiting discovery or trial of the issues to Plaintiffs. Defendant also
22 contended that an important feature of the PAGA statute is that a court has discretion to reduce
23 the penalties to be assessed against the employer pursuant to California Labor Code section
24 2699(e)(1)-(2). As discussed above, Defendant denied and continues to deny that it ever violated
25 any provision of the California Labor Code. However, assuming, *arguendo*, that any violations
26 occurred, Defendant argued the violations would not be viewed as subsequent violations giving
27 rise to heightened penalties. Defendant also argued that the Court was unlikely to assess
28 cumulative penalties for the maximum number of possible, separate California Labor Code

violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory—especially where certain conduct may be regulated by multiple provisions of the California Labor Code that are interrelated and work in tandem.

21. The parties had the opportunity to review documents and data regarding Plaintiffs’ and PAGA Employees’ employment with Defendant, including, and not limited to, Plaintiffs’ employment records and wage statements, a sampling of aggrieved employees’ time and pay data, as well as information regarding Defendant’s operations and employment policies, practices, and procedures, in an effort to determine the potential value and strength of the PAGA claim. Counsel for the parties invested time reviewing and analyzing the relevant documents and data, and this information made it possible to calculate the potential value of the PAGA claim. Accordingly, the parties have conducted sufficient investigation and review of information to be sufficiently apprised of the nature and extent of the PAGA claim asserted in this lawsuit, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The parties have also considered the settlement negotiations and the recommendations of the mediator, Hon. Raul A. Ramirez (Ret.), who is highly experienced in mediating complex labor and employment matters. The parties have agreed that this case is well-suited for settlement given the legal issues relating to the PAGA claim, as well as the costs and risks to both sides that would attend further litigation. The Settlement takes into account the strengths and weaknesses of each side’s position and the uncertainty of how the case might have concluded as litigation continued, at trial, and/or upon appeal.

22. As set forth more fully in the accompanying Motion, Plaintiffs’ Counsel seeks attorneys’ fees in the amount of \$87,500.00, which represents approximately thirty-five percent (35%) of the Total Settlement Amount, as provided by the Settlement Agreement. Pursuant to the contingency-fee agreement entered into by and between Plaintiffs and Plaintiffs’ Counsel, Plaintiffs have agreed to a contingency fee of at least thirty-five percent (35%) of the recovery. The attorneys’ fees sought are commensurate with: (1) the risk that Plaintiffs’ Counsel took in commencing the case; (2) the time, effort, and expense that Plaintiffs’ Counsel dedicated to the case; (3) the skill and determination that Plaintiffs’ Counsel has shown; (4) the results that

1 Plaintiffs' Counsel has achieved throughout the litigation; (5) value of the settlement that
2 Plaintiffs' Counsel has achieved in the case; and (6) the other cases that Plaintiffs' Counsel has
3 turned down in order to devote its time and efforts to this case.

4 23. I am aware that common and acceptable rates for contingency representation in
5 wage and hour class action litigation are normally in the range from 33.3% to 50%.

6 24. While not necessarily required to be demonstrated because a percentage of the
7 fund is proper for this settlement, it should be noted that Plaintiffs' Counsel has performed many
8 hours of work in connection with prosecuting this matter such that the requested attorneys' fees
9 award is also justified under a simple lodestar analysis. Attorneys at Lawyers for Justice, PC
10 have spent a total of **405.40 hours** performing tasks to obtain a recovery on behalf of Plaintiffs,
11 the State of California, and the PAGA Employees. Attached hereto as "EXHIBIT 4" is an
12 Attorney Task and Time Chart that sets forth in detail the nature of the legal services provided by
13 attorneys at Lawyers for Justice, PC and the time incurred in performing those services. These
14 hours include work done by myself and several other attorneys at the firm. Also, separate from
15 the hours referenced herein, Lawyers for Justice, PC had litigation support personnel actively
16 engaged in assisting with the prosecution of the case.

17 25. The work performed in this particular case, the background of our firm, as well as
18 the individual backgrounds, training, and experience of the attorneys who worked on this matter,
19 in litigating complex wage-and-hour class and PAGA representative actions, support a
20 reasonable blended hourly rate of compensation of at least \$650 for work performed by
21 Plaintiffs' Counsel. Lawyers for Justice, PC has been awarded attorneys' fees, compensating the
22 firm at the rate of at least \$650 per hour for legal services performed, by courts granting approval
23 of wage and hour class action and/or representative action settlements in other cases: final
24 approval of the class and representative action settlement in *David Dugan v. TEC Equipment,*
25 *Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021,
26 and the award of attorneys' fees involved an hourly rate of \$936.47; final approval of the class
27 and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan* (Los
28 Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award of

attorneys' fees involved an hourly rate of \$919.57; final approval of the class action settlement in *Thereasa Carrozzella v. Basalite Concrete Products, LLC* (Sacramento County Superior Court Case No. 34-2017-00220214-CU-OE-GDS) was granted on February 21, 2020, and the award of attorneys' fees involved an hourly rate of \$766.05; final approval of the class and representative action settlement in *Alice Rutledge, et al. v. Healthport Technologies, LLC* (Alameda County Superior Court Case No. RG16835813) was granted on June 11, 2019, and the award of attorneys' fees involved an hourly rate of \$764.82; final approval of the class and representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved an hourly rate of \$855.96; final approval of the class and representative action settlement in *Stanley Bland, et al. v. Telecare Corporation* (Alameda County Superior Court Case No. RG16811450) was granted on November 21, 2018, and the award of attorneys' fees involved an hourly rate of \$831.38; final approval of the class and representative action settlement in *Maryjo Ungerbuhler Anderson v. Boyett Petroleum* (Stanislaus County Superior Court Case No. 2020582) was granted on May 15, 2018, and the award of attorney's fees involved an hourly rate of \$780.77; and final approval of the class and representative action settlement in *Demetrius Camarillo v. Blue Diamond Growers* (Sacramento County Superior Court Case No. 34-2015-00175871) was granted on June 30, 2017, and the award of attorneys' fees involved an hourly rate of \$845.64.

LITIGATION COSTS AND EXPENSES INCURRED BY PLAINTIFFS' COUNSEL

26. Plaintiffs' Counsel seeks reimbursement of \$11,690.39 for litigation costs and expenses incurred in this case, as reflected in the Case Cost Detail attached hereto as "EXHIBIT 5." These expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement, and the amount sought is less than the maximum amount (\$16,000.00) allocated under the Settlement Agreement for reimbursement of litigation costs and expenses. It should be noted that Plaintiffs' Counsel has borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained in this matter.

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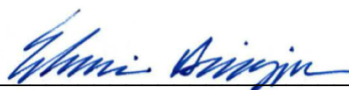
GENERAL RELEASE FEE TO PLAINTIFFS

27. In recognition of their efforts and work in spearheading the litigation of this matter, as well as for their broader release of individual claims with a California Civil Code Section 1542 waiver (as set forth in Sections 9(b) and 9(c) of the Settlement Agreement), the Settlement provides General Release Fees to Plaintiffs in the amount of up to \$7,500.00 each, to be paid out of the Total Settlement Amount. The requested General Release Fees are fair and appropriate. By initiating and pursuing this matter, Plaintiffs stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity. Plaintiffs have spent a substantial amount of time and effort discussing their employment with their counsel, gathering and producing relevant documents and information, and providing the facts and evidence necessary to attempt to prove the allegations. Plaintiffs were available whenever their counsel needed them and actively tried to obtain and provide information that would facilitate the pursuit of the PAGA claim. Accordingly, it is appropriate and just for Plaintiffs to each receive a General Release Fee, in addition to the Individual Settlement Share that they will each receive as PAGA Employees.

28. Plaintiffs' Counsel submits that the Settlement fulfills the purpose of the PAGA statute, is within the accepted range of recoveries for this type of litigation, is fair, reasonable, and adequate, and in the best interests of Plaintiffs, the State of California, and other PAGA Employees given the substantial monetary benefits provided for by the Settlement, the strengths and weaknesses of this action, and the inherent delay, costs, risks, and uncertainty associated with continued litigation.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 17th day of January 2023, at Glendale, California.



Edwin Aiwanian

EXHIBIT 1

**PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
RELEASE**

This Private Attorneys General Act Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) is entered into by and between Alex Scott (“Plaintiff Scott”) and Lashawn Parker (“Plaintiff Parker”) (together, “Plaintiffs”), for themselves and as representatives of PAGA Employees and of the State of California with respect to the PAGA Employees (as defined in Section 4(a)(5) below) and ABC Security Service, Inc. (“Defendant”), subject to approval by the Court. The term “Releasers” as used herein shall refer collectively to Plaintiffs, for themselves and as representatives of PAGA Employees and of the State of California with respect to the PAGA Employees. The term “Party” or “Parties” as used herein shall refer to Plaintiffs, Defendant, or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Plaintiffs are former employees of Defendant. Plaintiff Scott was employed by Defendant from approximately March 2018 to approximately May 2019 and from approximately June 2019 to approximately August 2019. Plaintiff Parker was employed by Defendant from approximately May 2018 to October 2019.

(b) On January 30, 2020, Lawyers for Justice, PC (“Plaintiffs’ Counsel”), submitted a letter to the California Labor and Workforce Development Agency (“LWDA”) on behalf of Plaintiff Scott, to notify the LWDA and Defendant pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698, et seq. (“PAGA”) of Plaintiff Scott’s intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including inter alia, Wage Order 4-2001, thereby initiating LWDA Case Number LWDA-CM-769785-20 (the “Scott PAGA Notice”);

(c) On May 8, 2020, Plaintiffs’ Counsel, submitted a letter to the LWDA on behalf of Plaintiff Parker, to notify the LWDA and Defendant pursuant to PAGA of Plaintiff Parker’s intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including inter alia, Wage Order 4-2001, thereby initiating LWDA Case Number LWDA-CM-786065-20 (the “Parker PAGA Notice”) (together, the Scott PAGA Notice and Parker PAGA Notice are referred to as the “PAGA Notices”);

(d) On May 12, 2020, Plaintiff Scott filed his Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. commencing a representative action under PAGA against Defendant, entitled *Alex Scott v. ABC Security Service, Inc.* (the “Action”). The complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;

(e) On July 14, 2020, Plaintiffs filed their First Amended Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”), which added Lashawn Parker as a named plaintiff.

(f) On November 10, 2021, the Parties mediated the Action with Hon. Raul Ramirez (Ret.), which did not result in a settlement at that time;

(g) On December 24, 2021, with the aid of the mediator's evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety;

(h) The Parties expressly acknowledge that there has been no determination on the merits of the Action or the PAGA Notices, but in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Released Claims (as defined in Section 9(a) below).

(i) Plaintiffs further acknowledge, agree, and understand that: (i) he or she has read and understands the terms of this Settlement Agreement; (ii) he or she has obtained legal counsel as he or she deems necessary; and (iii) he or she has been given the opportunity to consider whether or not to enter into this Settlement Agreement.

2. Nonadmission of Wrongdoing.

Defendant denies that it or any of its past or current parent corporations, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs (collectively, the "Released Parties"), has engaged in any wrongdoing, unlawful activity, or has failed to comply with the law in any respect; denies the allegations in the Operative Complaint; denies having any liability to anyone under the claim asserted in this Action; denies that it failed to pay any employee overtime, minimum wages, or business-related expenses and/or costs or other amounts to the extent required by law; denies that it failed to provide any employee a meal period, rest period, or complete and accurate wage statements to the extent required by law; denies that it failed to timely pay any employee wages upon termination or during employment to the extent required by law; denies that it failed to keep complete and accurate payroll records to the extent required by law; denies that it willfully violated any law; denies that it engaged in unfair, unlawful, and/or fraudulent business practices; denies that Plaintiffs' allegations in the Operative Complaint state valid claims; denies that representative penalties could properly be sought in this Action; and states that it is entering into this Settlement Agreement solely to eliminate uncertainties, burden, expense, and delay of further protracted litigation;

The Parties expressly acknowledge that this Settlement Agreement is entered into for the sole purpose of compromising highly disputed claims and eliminating the uncertainties, burdens, expense, and delay of protracted litigation, and expressly acknowledge and agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as evidence, or admission by the Released Parties, of any liability culpability, negligence, wrongdoing, or unlawful conduct of any kind.

3. Restrictions on Use of the Agreement/Information Regarding Settlement:

(a) The Parties agree that this Settlement Agreement is a settlement document and shall, pursuant to California Evidence Code Section 1152 or any other equivalent

or related law, regulation, statute, or provision, be inadmissible as evidence in any proceeding except as provided herein. In addition, the Parties agree that this Settlement Agreement, the fact of this Settlement, any other evidence of this Settlement, any of the terms in the Settlement Agreement, any documents filed in support of the Settlement, any press release or other statement concerning the Settlement Agreement or Settlement and/or any negotiations, proceedings, acts performed, or documents executed pursuant to, or in furtherance of, this Settlement Agreement or the Settlement shall not, in any court, arbitration, administrative proceeding or other proceeding or tribunal, constitute, or be offered, received, claimed, construed or used or deemed as, an admission, finding, or evidence of: 1) any wrongdoing, fault or omission by Defendant or Released Parties; 2) any violation of any statute or law; 3) any liability on the claims or allegations in the Operative Complaint; or 4) the validity of any of the Released Claims, and shall not be used by any person or entity for any purpose whatsoever in any legal proceeding other than a proceeding to seek approval of the Settlement Agreement or enforce the terms of the Settlement Agreement, including but not limited to any arbitration or legal proceeding.

(b) However, the Parties also agree that this Section and all other provisions of this Settlement Agreement notwithstanding, any and all provisions of this Settlement Agreement may be admitted in evidence and otherwise used in any proceeding to enforce any or all terms of this Settlement Agreement. The Parties also agree that the Released Parties shall have the right to file the Settlement Agreement, the Approval Order, and any other document or evidence relating to the Settlement in any action that may be brought against them in order to support a defense or counterclaim relating to any claims released, precluded, or barred by this Settlement Agreement. The Parties intend that the Released Parties can assert this Settlement Agreement and the Approval Order (as defined herein) as a defense to any future claims for penalties brought by the LWDA or any claims brought under PAGA on behalf of the LWDA for any act or omission alleged to have occurred before the date of entry of the Approval Order. The Parties intend this Settlement to have claim preclusive effect, issue preclusive effect, estoppel effect, and to otherwise bar a representative action if the LWDA or any alleged PAGA Employees were to bring a subsequent claim on behalf of the LWDA based on the same acts, omissions, or facts alleged or that could have been alleged in the Action to have occurred before the date of entry of Dismissal.

4. **Consideration.**

(a) In consideration for Plaintiffs signing this Settlement Agreement and complying with its terms, Defendant shall pay the maximum gross sum of Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00) (the "Total Settlement Amount") to resolve the Action and Released Claims (as defined herein), which will be paid as follows:

(1) Attorneys' fees in the amount of thirty-five percent (35%) of the Total Settlement Amount, which is Eighty-Seven Thousand Five Hundred Dollars and No Cents (\$87,500.00), and reimbursement of litigation costs and expenses in the amount of up to Sixteen Thousand Dollars and No Cents (\$16,000.00) (collectively, "Attorneys' Fees and Costs") to Plaintiffs' Counsel, which Defendant will not contest.

(2) A general release fee of up to the amount of Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) ("General Release Fee") each to Plaintiffs (total, \$15,000.00), which Defendant will not contest.

(3) Costs and expenses of administration of the Settlement up to the amount of Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) (“Settlement Administration Costs”) to Simpluris, Inc. (the “PAGA Settlement Administrator”).

(4) The amounts stated in Sections 4(a)(1) – (3) above, once approved by the Court, shall be paid from the Total Settlement Amount. The balance remaining after these deductions is referred to as the “Net Settlement Amount.”

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA (“LWDA Payment”); and the remaining twenty-five percent (25%) of the Net Settlement Amount will be distributed to the PAGA Employees, defined solely for purposes of this Settlement as all current and former non-exempt employees who worked for Defendant in the State of California during the PAGA Period (the “PAGA Employees”). The period January 30, 2019, through July 17, 2022, “PAGA Period”. The PAGA Employees are estimated to have worked approximately 12,044 pay periods during the period January 30, 2019, to October 19, 2021. The 25% portion of the Net Settlement Amount payable to PAGA Employees is referred to as the “Employees’ Portion.”

(b) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys’ Fees and Costs, General Release Fees, and the Net Settlement Amount to be paid to the LWDA and PAGA Employees as described above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

5. **Court Approval is Required.** Plaintiffs understand and agree that the State of California and PAGA Employees, including Plaintiffs, would not receive the consideration specified above, except for Plaintiffs’ execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement pursuant to all the settlement terms contemplated by the Parties as memorialized herein. If this Settlement Agreement is not approved by the Court, it shall be null and void.

6. **Disbursal of Total Settlement Amount**

(a) Subject to Section 5 above, Defendant shall remit to the PAGA Settlement Administrator the sums described more fully in Section 4(a) above, after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; and (ii) the Court has entered an order approving the Settlement Agreement and entered an Approval Order incorporating the terms contemplated by the Parties as outlined in Section 9 below (“Approval Order”).

(b) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Total Settlement Amount.

7. Parties' Implementation of the PAGA Settlement and Plaintiff's Dismissal of Action

(a) The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement, and Plaintiffs agree to dismiss the Action within 14 days of the PAGA Settlement Administrator distributing the Total Settlement Amount as outlined in Section 8 below. Notwithstanding the above, the Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal.

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 4(a) above.

(c) Plaintiffs agree to prepare and serve the California Labor and Workforce Development Agency (LWDA) with notice of this Settlement and any other notices and documents as necessary to effectuate the release of the PAGA claims pursuant to this Settlement Agreement.

(d) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiffs' Counsel. Plaintiffs' Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Richard Tamor of Tamor & Tamor ("Defendant's Counsel") for review and approval prior to filing.

(e) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or approve the dismissal of the Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

(f) Defendant agrees to execute a declaration and provide documents to be filed with the Court, under seal, attesting to the financial condition of Defendant, if required by the Court in support of Plaintiffs' motion for approval.

8. Payment of Total Settlement Amount / Notice to Recipients.

(a) Subject to Court approval of this Settlement Agreement, payment of the consideration described in Section 4(a) above (i.e. the Total Settlement Amount) shall be made by Defendant by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within fourteen (14) calendar days of the entry of the Court's Approval Order. If the date by which payment by Defendant is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each PAGA Employee will be entitled to a pro rata share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked during the PAGA Period ("Compensable Pay Periods"), based on Defendant's payroll records. Specifically, to calculate each PAGA Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each PAGA Employee, divide the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all PAGA Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each PAGA Employee's Individual Settlement Share.

(c) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and will not be subject to local, state, or federal payroll tax withholdings. All PAGA Employees who cash, deposit, or otherwise negotiate their Individual Settlement Share checks shall receive an IRS Form 1099 for their Individual Settlement Share as required by the IRS.

(d) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "Exhibit A", in the following manner:

(1) No later than seven (7) calendar days after entry of the Court's Approval Order, Defendant shall provide the PAGA Settlement Administrator with a list of all PAGA Employees (the "PAGA Employees List"), containing the following information for each PAGA Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) social security number; and (v) Compensable Pay Periods.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the PAGA Employees List.

(3) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the PAGA Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Package") to all PAGA Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the PAGA Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to PAGA Employees shall remain valid for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the PAGA Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s).

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the PAGA Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(f) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the PAGA Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiffs' Counsel, unless instructed otherwise by Plaintiffs' Counsel. At the request of Plaintiffs' Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles and any additional expenses associated with doing so will be paid separately by Plaintiffs' Counsel.

(g) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the PAGA Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the General Release Fee to Plaintiffs.

(h) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the PAGA Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all PAGA Employees.

(i) The Parties agree that the PAGA Settlement Administrator shall keep all information received from Defendant relating to PAGA Employees as strictly confidential and shall use the information only to perform its duties outlined by this Agreement. PAGA Settlement Administrator may not disclose or share any information received from Defendant relating to PAGA Employees to Plaintiffs, Plaintiffs' Counsel, or any other party or person without Defendant's consent. If there is any dispute relating to PAGA Employees as it relates to this Settlement, the Court shall resolve any disputes following any necessary disclosure ordered by the Court provided under seal.

9. Release of Claims ("Released Claims") by Plaintiffs, PAGA Employees, and the State of California

(a) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, by operation of the Approval Order, Releasers, individually and on behalf of their heirs, estates, trustees, executors, administrator, representatives, agents, successors and assigns, and anyone claiming through him, her, or them, or acting or purporting to act on his, her, or their behalf, shall fully and finally release, relinquish, extinguish, forever discharge, and covenant not to sue Released Parties to the full extent permitted by law, of and from the Action and from any and all claims, rights, demands, liabilities and causes of action arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the facts, legal theories, and factual allegations in the Operative Complaint and PAGA Notices, including but not limited to, for failure to pay minimum, regular, and overtime, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary business-related expenses and costs, and for violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001.

(b) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiffs, individually and on behalf of their heirs, executors, administrators, representatives, attorneys, successors and assigns, shall be deemed to have expressly, knowingly, and voluntarily waived and relinquished, and by operation of the Approval Order shall have fully and finally released, relinquished, extinguished, and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiffs have or may have as of the date the Court has entered an order approving the Settlement Agreement. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiffs' employment with Defendant and the termination of that employment, including without limitation claims arising under federal, state, or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.

(c) Plaintiffs expressly acknowledge that they are familiar with Section 1542 of the California Civil Code and understand fully the statutory language of California Civil Code section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

(d) Plaintiffs shall be deemed to have expressly, knowingly, and voluntarily waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits he or she may otherwise have had pursuant to Section 1542 of the California Civil Code and all similar federal or state laws, rights, rules, or legal principles of any jurisdiction that may be applicable herein. Plaintiffs understand and agree that claims or facts in addition to or different from those which are now known or believed by them to exist may hereafter be discovered. Nevertheless, Plaintiffs acknowledge that a portion of the consideration received herein is for a release with respect to unknown damages and complaints, whether resulting from known injuries and known consequences or from unknown injuries or unknown consequences of known or unknown injuries, and state that it is their intention to settle fully, finally, and forever release all claims they now have against the Released Parties, whether known or unknown, suspected or unsuspected, that exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action). Notwithstanding the above, the general release by Plaintiffs shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law, and the only claims being released on behalf of the State of California and the PAGA Employees are claims that were or could have been brought under PAGA, based on the allegations in the Operative Complaint.

(e) Releasors agree that they shall not now or hereafter initiate, maintain, or assert any Released Claims against the Released Parties in any other court action or before any administrative body, tribunal, arbitration panel or other adjudicating body. Without in any way limiting the scope of the release described in this Section, this release covers, without limitation, any and all claims for attorneys' fees, costs, or disbursements incurred by Plaintiffs' Counsel or any other counsel representing Plaintiffs, Releasors, or any of them, in connection with or related in any manner to this Action, the PAGA Notices, the Settlement of this Action, the administration of such Settlement, and/or Released Claims, except to the extent otherwise provided in this Settlement Agreement.

10. **Approval Order and Dismissal**

Upon approval of the settlement, an Approval Order and Dismissal shall be entered by the Court, which shall, among other things:

(a) grant approval of the Settlement as fair, reasonable, adequate, in good faith and in the best interests of the Parties, and order the Parties to carry out the provisions of this Settlement Agreement;

(b) adjudge that Releasors are each conclusively deemed to have released the Released Parties of and from any and all Released Claims and are bound by the provisions of this Settlement Agreement;

(c) enter the Approval Order regarding the Action, without fees or costs except as provided in this Settlement Agreement;

(d) declare that this Settlement Agreement is not an admission by Defendant or Released Parties, nor is the Approval Order a finding of the validity of any allegations or of any wrongdoing by Defendant or Released Parties; that neither the Approval Order, the Settlement, nor any document referred to therein, nor any action taken to carry out the Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or Released Parties. In particular, neither this Settlement Agreement, nor any document, statement, proceeding, or conduct related to this Settlement Agreement, including the Approval Order may be:

i. Construed as, offered, or admitted into evidence as, or deemed to be evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damages; or

ii. Disclosed or referred to, or offered or received into evidence, in any further proceeding in any other civil, criminal, or administrative action or proceeding against any of the Released Parties, except for purposes of settling the Action, enforcing the terms of the Settlement Agreement, or establishing that the settlement herein has occurred.

iii. However, the Settlement Agreement may be filed by any of the Released Parties in an action to support a defense of res judicata, collateral estoppel, release, waiver, good faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

11. **Successors and Agents**

This Settlement Agreement shall be binding upon, and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, assigns, parent corporations, affiliates, subsidiaries, divisions, predecessors, insurers, their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

12. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

13. **Amendment.** This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

14. **Miscellaneous.**

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Hon. Raul Ramirez (Ret.). In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) If Plaintiffs or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFFS AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

11/15/2022
Date: _____, 2022

Electronically Signed
2022-11-15 18:39:06 UTC - 172.58.32.255
Hiretex AssureSign®
f6c58926-178b-4ef2-bd8c-af4e0127c2b2

Alex Scott
Individually and On Behalf of
the State of California and PAGA Employees

Date: _____, 2022

Lashawn Parker
Individually and On Behalf of
the State of California and PAGA Employees

ABC SECURITY SERVICE, INC.

Date: _____, 2022

Name: _____
Title: _____

Approved as to form and content.

LAWYERS FOR JUSTICE, PC

Date: November 29, 2022

Edwin Aiwazian
Joanna Ghosh
Janardana Burns
Attorneys for Plaintiffs
Alex Scott and Lashawn Parker

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(e) If Plaintiffs or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFFS AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: _____, 2022

Alex Scott
Individually and On Behalf of
the State of California and PAGA Employees

11/29/2022
Date: _____, 2022


Lashawn Parker
Individually and On Behalf of
the State of California and PAGA Employees

ABC SECURITY SERVICE, INC.

Date: _____, 2022

Name: _____
Title: _____

Approved as to form and content.

LAWYERS FOR JUSTICE, PC

Date: _____, 2022

Edwin Aiwazian
Joanna Ghosh
Janardana Burns
Attorneys for Plaintiffs
Alex Scott and Lashawn Parker

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(e) If Plaintiffs or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFFS AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: _____, 2022

Alex Scott
Individually and On Behalf of
the State of California and PAGA Employees

Date: _____, 2022

Lashawn Parker
Individually and On Behalf of
the State of California and PAGA Employees

ABC SECURITY SERVICE, INC.

Date: November 18, 2022

Name: ANA Chretien
Title: President

Approved as to form and content.

LAWYERS FOR JUSTICE, PC

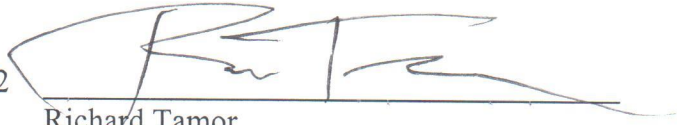
Date: _____, 2022

Edwin Aiwarzian
Joanna Ghosh
Janardana Burns
Attorneys for Plaintiffs
Alex Scott and Lashawn Parker

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TAMOR & TAMOR

Date: November 18, 2022

A handwritten signature in black ink, appearing to read 'R. Tamor', written over a horizontal line.

Richard Tamor

Jovita Tamor

Attorneys for Defendant ABC Security Service, Inc.

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Alex Scott, et al. v. ABC Security Service, Inc.*, Alameda County Superior Court Case No. RG20061358.

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<**amount of payment**>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Alex Scott, et al. v. ABC Security Service, Inc.*, Alameda County Superior Court Case No. RG20061358 (“Action”).

The lawsuit was filed by Alex Scott and Lashawn Parker, respectively (together, “Plaintiffs”) against their former employer, on behalf of the State of California, with respect to themselves and other alleged PAGA Employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on January 30, 2020 Plaintiff Scott submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001, thereby initiating LWDA Case Number LWDA-CM-769785-20 (the “Scott PAGA Notice”). Prior to filing the lawsuit, on May 8, 2020 Plaintiff Parker submitted a letter to the LWDA, pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001, thereby initiating LWDA Case Number LWDA-CM-786065-20 (the “Parker PAGA Notice”) (together, the Scott PAGA Notice and Parker PAGA Notice are referred to as the “PAGA Notices”).

ABC Security Service Inc. denies all of Plaintiffs’ allegations and denies any wrongdoing of any kind associated with Plaintiffs’ allegations. ABC Security Service Inc. maintains that it was in compliance with the California Labor Code at all times and enters into this Settlement with no admission of liability and solely for the purposes of compromising and settling the lawsuit to avoid the cost and burden of continued litigation.

A settlement was reached between Plaintiffs and Defendant ABC Security Service, Inc. (“Defendant”).

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the State of California Labor and Workforce Development Agency and a portion to be paid to all current and former non-exempt employees who worked for Defendant in the State of California during the PAGA Period (“PAGA Employees”). The period January 30, 2019, through <<the date that the Court approves of Settlement or July 17, 2022, whichever is sooner>> is the “PAGA Period”.

The Court has not made a determination regarding Plaintiffs’ allegations. This letter is not to be understood as an expression of any opinion by the Court as to the merits of Plaintiffs’ claims, nor does it prove that Defendant failed to pay minimum and/or overtime wages, failed to provide compliant meal and/or rest periods and associated premiums, failed to pay wages during employment and/or upon termination, failed to provide compliant wage statements, failed to maintain requisite payroll records, failed to reimburse business expenses, and/or violated the law in any way.

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an PAGA Employee. Your Individual Settlement Share is based on the total number of pay periods that

you worked for Defendant in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement and full funding of the Total Settlement Amount>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means Defendant, including Defendant’s past or current parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

“Released Claims” means any and all claims, rights, demands, liabilities, and causes of action arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the facts, legal theories, and factual allegations in the Operative Complaint and PAGA Notices, including but not limited to, for failure to pay minimum, regular, and overtime, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary business-related expenses and costs, and for violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be cancelled, and the funds associated with the cancelled check will be transmitted to the State Controller’s Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant’s counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [PAGA Settlement Administrator] at [toll-free phone number].

EXHIBIT 2

January 30, 2020

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: ABC Security Service, Inc.

Dear Representative:

We have been retained to represent Alex D. Scott against ABC Security Service, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "ABC Security") for violations of California wage-and-hour laws. Mr. Scott seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Scott seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

ABC Security employed Mr. Scott as an hourly-paid, non-exempt employee from approximately March 2018 to approximately March 2019, and again from approximately June 2019 to approximately August 2019, in the State of California.

The "aggrieved employees" that Mr. Scott may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, ABC Security has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Order 4-2001.

ABC Security required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, remaining on duty, responding to inquiries, providing customer service, and conducting surveillance and patrol.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours

in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Scott and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Scott and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, ABC Security required Mr. Scott and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, ABC Security failed to pay Mr. Scott and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, ABC Security failed to pay Mr. Scott and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, ABC Security did not provide Mr. Scott and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from ABC Security were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Scott and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause

his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Scott and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Scott and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Scott and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Scott and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, ABC Security failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Scott and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, ABC Security did not provide Mr. Scott and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

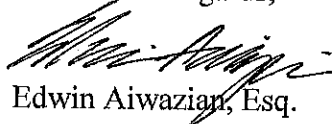
California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, ABC Security failed to pay Mr. Scott and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Scott and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, ABC Security failed to pay Mr. Scott and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Scott and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Scott and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by ABC Security. These costs include, but are not limited to, the use of personal phones for business-related matters, the use of a personal vehicle for business-related matters, purchasing tools and supplies for business-related matters, and purchasing clothing in compliance with Signal 88's dress code.

Therefore, on behalf of all aggrieved employees, Mr. Scott seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,


Edwin Aiwazian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

ABC Security Service, Inc.
ABC Security Services Inc
ABC Security Service
ABC Security
c/o Ana Chretien
Agent for Service of Process
1840 Embarcadero
Oakland, CA 94606

(By U.S. Mail – Under Separate Cover with Filing Fee Enclosed)

Department of Industrial Relations Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102

EXHIBIT 3

May 8, 2020

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: *ABC Security Service, Inc.*

Dear Representative:

We have been retained to represent Lawshawn Parker against ABC Security Service, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as “ABC Security”) for violations of California wage-and-hour laws. Ms. Parker seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Ms. Parker seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

ABC Security employed Ms. Parker as an hourly-paid, non-exempt employee from approximately March 2018 to approximately March 2019, and again from approximately May 2018 to approximately October 2019, in the State of California.

The “aggrieved employees” that Ms. Parker may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, ABC Security has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Order 4-2001.

ABC Security required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, remaining on duty, responding to inquiries, providing customer service, and conducting surveillance and patrol.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours

in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Parker and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Parker and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, ABC Security required Ms. Parker and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, ABC Security failed to pay Ms. Parker and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, ABC Security failed to pay Ms. Parker and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, ABC Security did not provide Ms. Parker and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from ABC Security were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Parker and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause

his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Parker and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Parker and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Parker and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Parker and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, ABC Security failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Parker and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, ABC Security did not provide Ms. Parker and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

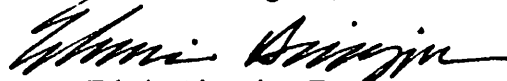
California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, ABC Security failed to pay Ms. Parker and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Parker and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, ABC Security failed to pay Ms. Parker and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Parker and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Parker and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by ABC Security. These costs include, but are not limited to, the use of personal phones for business-related matters, the use of a personal vehicle for business-related matters, purchasing tools and supplies for business-related matters, and purchasing clothing in compliance with the dress code.

Therefore, on behalf of all aggrieved employees, Ms. Parker seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Edwin Aiwanian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

ABC Security Service, Inc.
c/o Ana Chretien
Agent for Service of Process
1840 Embarcadero
Oakland, CA 94606

(By U.S. Mail – Under Separate Cover with Filing Fee Enclosed)

Department of Industrial Relations Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102

EXHIBIT 4

ALEX SCOTT, ET AL. V. ABC SECURITY SERVICE, INC.
(ALAMEDA SUPERIOR COURT CASE NO. RG20061358)

ATTORNEY TASK AND TIME CHART

TASK	LAWYERS <i>for</i> JUSTICE, PC
Investigation and Research / Due Diligence	
Pre-Lawsuit Investigation of the Key Facts with a Focus on the Merits of Plaintiff Alex Scott's PAGA Claims on Behalf of the State of California with Respect to Aggrieved Employees	9.50
Pre-Lawsuit Investigation of Potential Penalties Exposure of Defendant ABC Security Inc. ("Defendant") with Respect to Plaintiffs and the Aggrieved Employees	8.40
Legal Research and Analysis of Latest Off-the-Clock, Meal and Rest Breaks, Representative PAGA Claim, Arbitration Agreement, Collective Bargaining Agreement, Pre-Emption, and Exemption Decisions in California, Including all New and Relevant DLSE Materials	7.30
Investigation of Defendant, Defendant's Business Relationships, and the Industry in which Defendant Operates	2.80
Investigation of Defendant's Organizational and Corporate Structure, and Executive Reporting Structure as They Relate to the Employment and Management of the Aggrieved Employees	3.20
Investigation of Defendant's Executives, Officers, and Leadership with a Focus on Involvement in Wage-and-Hour Issues and Establishing Willfulness and Uniformity	2.50

Analysis of Competitors in Various Relevant Geographic Areas within which Defendant Operates, and Comparing and Contrasting Defendant's Policies, Practices, and Procedures with the Policies, Practices, and Procedures of Defendant's Competitors	3.90
Research and Investigation Re: Location(s), Division(s), and/or Department(s) Owned, Managed, Serviced, and/or Operated by Defendant in California, Including Differences Between Them to Determine Whether Those Differences Will Cause Individual Issues to Predominate Over Common Issues	6.10
Research and Investigation Re: Workforce, Staffing Models, and Staffing Levels at Locations at Which Aggrieved Employees Worked Throughout California	7.40
Research and Investigation Re: Defendant's Policies, Practices, and Procedures Relating to Customer Service, Emergencies/Incidents, Non-Discretionary Commission/Bonus/Incentive/Performance/Shift Differential Pay, Reporting Time Pay, Timekeeping, Rounding, Opening and Closing Procedures, Scheduling and Attendance, Meal/Rest Breaks, On Premises Breaks, On-Duty Meal Agreements, Meal Waivers, Overtime Compensation, Debriefing, On-Call, Call-Ins, Daily Reports, Use of Personal Cell Phones, Use of Personal Vehicles, Uniforms, Uniform Deposit, Tools/Equipment/Supplies, Reimbursement of Business-Related Expenses, Stipends, Training, Arbitration/Grievance/Alternative Dispute Resolution Procedures, and Collective Bargaining Agreements	17.50
Research and Investigation Re: Various Software Programs, Systems, and Other Technology Defendant Uses to Conduct Everyday Business, Including Timekeeping, Payroll, Customer Relations Management, Resource Management, Security/Surveillance, and Dispatch/Call Management Systems, with a Focus on What Documents (Both Paper and Electronic) Are Created in the Normal Course of Business Relating to Overtime Worked, Off-the-Clock Time Worked Pre/Post-Shift, and During Meal Breaks	3.70

Research and Analysis of Potential Defenses Defendant May Raise, Including <i>De Minimis</i> Work, Non-Compensable Off-the-Clock Work, Waiver, and Compliant Policies	8.20
Research and Investigation Regarding Trial Manageability Issues, including Research Regarding Which Experts to Retain and For What Purpose	5.30
Research and Analysis of Defendant's Litigation History Involving Wage-and-Hour Issues and Other Related Employment Issues	2.50
Meet and Communicate with Plaintiff Alex Scott Throughout the Pendency of the Case	45.50
Meet and Communicate with Plaintiff LaShawn Parker Throughout the Pendency of the Case	36.50
Investigate, Meet and Communicate with, and/or Conduct Interviews of Aggrieved Employees and Percipient Witnesses	13.50
Pleadings and Court Filings	
Research and Draft Plaintiff Scott's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. and Legal Research and Analysis of All Allegations Involved (filed on May 12, 2020)	7.10
Review the Court's Notice of Assignment of Judge for All Purposes (filed on May 20, 2020)	0.10
Review the Court's Notice of Case Management Conference and Order (filed on May 20, 2020)	0.10
Research and Draft Plaintiffs' First Amended Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. and Legal Research and Analysis of All Allegations Involved (filed on July 14, 2020)	3.50

Review Court's Minute Order re Case Management Conference Hearing (filed on October 17, 2020)	0.10
Review and Analyze Defendant's Answer to Plaintiffs' First Amended Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. and Research Affirmative Defenses in Answer (filed on August 21, 2020)	2.40
Review Defendant's Case Management Conference Statement (filed on September 16, 2020)	0.20
Review Defendant's Notice of Posting Jury Fees (served on September 25, 2020)	0.10
Draft Plaintiffs' Case Management Conference Statement (filed on September 30, 2020)	0.70
Review Court's Case Management Conference Order re: Case Management (filed on October 1, 2020)	0.10
Draft Plaintiffs' Notice of Posting Jury Fees (filed on December 24, 2020)	0.20
Draft Plaintiffs' Letter Brief in Support of Informal Discovery Conference (filed on February 3, 2021)	0.70
Review Defendant's Responsive Letter Brief in Opposition to Plaintiffs' Informal Discovery Conference (filed on February 4, 2021)	0.20
Review Defendant's Association of Attorneys (served on February 10, 2021)	0.10
Review Court's Rejection Letter Issued on Association of Attorneys (filed February 18, 2021)	0.10
Draft Plaintiffs' Letter Brief in Support of Informal Discovery Conference (filed on March 3, 2021)	0.50
Review Defendant's Informal Discovery Declaration (filed on March 4, 2021)	0.10

Review Defendant's Association of Attorneys (filed on April 5, 2021)	0.10
Draft Plaintiffs' Case Management Conference Statement (filed on June 28, 2021)	0.70
Review Defendant's Case Management Conference Statement (filed on June 28, 2021)	0.20
Review Court's Case Management Conference Order re: Case Management (filed on July 12, 2021)	0.10
Review Court's Notice of Pre-Trial Settlement Conference Changed to Pre-Trial Conference (filed on October 21, 2021)	0.10
Draft Plaintiffs' Case Management Conference Statement (filed on November 23, 2021)	0.60
Review Defendant's Case Management Conference Statement (filed on November 30, 2021)	0.20
Review Court's Notice of Case Rescheduling (filed on December 8, 2021)	0.10
Review Court's Minute Order re: Case Management Conference and Case Management Conference Order Re: Case Management (filed on January 10, 2022)	0.10
Review Court's Notice of Vacated Hearing Re: Pre-Trial Settlement Conference Hearing (filed on January 27, 2022)	0.10
Draft Joint Case Management Conference Statement (filed on May 2, 2022)	0.50
Review Court's Case Management Order Re: Case Management (filed on May 24, 2022)	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Case Management Conference Statement (filed on September 14, 2022)	0.50

Review Court's Case Management Order Re: Case Management (filed on September 21, 2022)	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Case Management Conference Statement (filed on November 4, 2022)	0.50
Review Court's Case Management Order Re: Case Management (filed on November 10, 2022)	0.10
Appearances	
Prepare for and Telephonically Attend Initial Case Management Conference (October 1, 2020)	1.50
Prepare for and Telephonically Attend Case Management Conference (January 10, 2022)	1.90
Prepare for and Telephonically Attend Hearing on Plaintiffs' Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs (February 8, 2023) (Anticipated)	1.50
Discovery and Deposition	
Draft Letter to Defendant Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Alex Scott (served on October 3, 2019)	1.90
Review and Analyze Documents Produced by Defendant in Response to Request for Personnel Files, Pay Stubs, and Time Records for Plaintiff Alex Scott (served on October 24, 2019)	2.10
Draft Letter to Defendant Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff LaShawn Parker (served on December 2, 2019)	1.90

Review and Analyze Documents Produced by Defendant in Response to Request for Personnel Files, Pay Stubs, and Time Records for Plaintiff LaShawn Parker (served on December 30, 2019)	4.30
Review and Analyze Defendant's Form Interrogatories – General (Set One), Request for Admissions (Set One), Special Interrogatories (Set One), and Requests for Production of Documents (Set One) to Plaintiff (served on September 2, 2020)	1.50
Draft Plaintiffs' Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), Special Interrogatories (Set Three), Requests for Production of Documents (Set One), and Requests for Production of Documents (Set Two) to Defendant ABC Security Service, Inc. (served on September 17, 2020)	5.50
Draft Plaintiffs' Notice of Deposition of Person Most Knowledgeable at Defendant ABC Security Services, Inc., and Requests for Production of Documents (Organizational Structure; noticed for October 19, 2020) (served on September 17, 2020)	3.20
Draft Plaintiffs' Notice of Deposition of Person Most Knowledgeable at Defendant ABC Security Services, Inc., and Requests for Production of Documents (Wage and Hour Practices; noticed for October 20, 2020) (served on September 17, 2020)	3.50
Draft Plaintiffs' Notice of Deposition of Person Most Knowledgeable at Defendant ABC Security Services, Inc., and Requests for Production of Documents (Affirmative Duties; noticed for October 21, 2020) (served on September 17, 2020)	3.90
Draft Plaintiff Scott's Responses to Defendant's Form Interrogatories – General (Set One), Request for Admissions (Set One), Special Interrogatories (Set One), and Requests for Production of Documents (Set One) to Plaintiff (served on October 21, 2020)	13.50
Review and Analyze Defendant's Responses to Plaintiffs' Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), Special	5.60

Interrogatories (Set Three), Requests for Production of Documents (Set One), and Requests for Production of Documents (Set Two) (served on October 30, 2020)	
Review and Analyze Documents Produced by Defendant (served on November 2, 2020)	5.90
Draft Plaintiff Scott's Supplemental Responses to Defendant's Form Interrogatories – General (Set One) and Special Interrogatories (Set One) (served on January 12, 2021)	2.90
Draft Plaintiff Scott's Further Supplemental Responses to Defendant's Form Interrogatories – General (Set One) and Special Interrogatories (Set One) (served on January 25, 2021)	4.50
Review and Analyze Documents Produced by Defendant (served on February 9, 2021)	1.80
Draft Plaintiffs' Amended Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant ABC Security Service, Inc. (served on March 10, 2021)	3.10
Review and Analyze Defendant's Further Responses to Plaintiffs' Form Interrogatories – General (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) (served on February 5, 2021)	3.20
Letters and Correspondence	
Draft Notice to California Labor and Workforce Development Agency re: Claims of Plaintiff Alex Scott for Penalties Under California Labor Code section 2698, et seq. (served on January 30, 2020)	4.30
Draft Notice to California Labor and Workforce Development Agency re: Claims of Plaintiff Lawshawn Parker for Penalties Under California Labor Code section 2698, et seq. (served on May 8, 2020)	4.10

Meet with, Draft Correspondence to, and Respond to Correspondence from, Defendant's Counsel	17.50
Mediation/Settlement	
Review and Analyze Information, Documents, and Data Obtained from Plaintiffs, Defendant, and Other Sources, and Prepare Valuation Models, Including, <i>Inter Alia</i> , Calculating PAGA Penalties for Violation Rates for Non-Compliant Meal and Rest Breaks, Unpaid Wages, Failure to Pay Premium Pay, and Incomplete or Inaccurate Wage Statements	27.50
Prepare for Mediation Session, Including Researching Merits of Claims, Drafting the Mediation Brief, Compiling the Mediation Exhibits in Support of Plaintiffs' Mediation Brief, and Preparing PowerPoint Presentation (submitted on November 2, 2021)	19.50
Attend Mediation Session (November 10, 2021; Zoom Video Conference)	12.50
Additional Post-Mediation Settlement Negotiations with Mediator and Defendant's Counsel (November 19, 2021 – December 24, 2021)	6.50
Review, Revise, Negotiate, and Finalize Memorandum of Understanding (fully executed on April 18, 2022)	2.80
Review, Revise, Negotiate, and Finalize Private Attorneys General Act (Cal. Lab. Code § 2698, <i>Et Seq.</i>) Settlement and Release (fully executed on November 29, 2022)	15.90
Law and Motion	
Research and Draft Plaintiffs' Motion for Approval of Private Attorneys General Act (Labor Code § 2698, <i>Et Seq.</i>) Settlement Agreement and Award of Attorneys' Fees, Litigation Costs, General Release Fee, and Settlement Administration Costs, Declaration of Edwin Aiwarzian in Support Thereof, Declaration of Alex Scott in Support Thereof, Declaration of LaShawn	17.40

Parker in Support Thereof, and [Proposed] Order and Judgment (filed on January 17, 2023) (Anticipated)	
Total Hours:	405.40

EXHIBIT 5

LAWYERS for JUSTICE PC CASE COST DETAIL
Scott v. ABC Security Service, Inc.

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
1/30/2020	U.S. Postmaster	Postage	7.10
5/8/2020	U.S. Postmaster	Postage	15.10
5/12/2020	Legal Document Server, Inc.	Attorney Service	165.23
5/12/2020	Alameda Superior Court	Filing Fee	435.00
5/18/2020	Labor & Workforce Development Agency	Filing Fee	75.00
7/14/2020	Legal Document Server, Inc.	Attorney Service	130.00
7/15/2020	Legal Document Server, Inc.	Attorney Service	150.00
7/29/2020	Legal Document Server, Inc.	Attorney Service	150.00
9/9/2020	General Logistics Systems US, Inc.	Courier Service	25.67
9/11/2020	Legal Document Server, Inc.	Attorney Service	130.00
9/17/2020	General Logistics Systems US, Inc.	Courier Service	28.58
9/17/2020	Legal Document Server, Inc.	Attorney Service	65.00
10/13/2020	General Logistics Systems US, Inc.	Courier Service	25.97
10/14/2020	FedEx Expres	Courier Service	32.28
10/21/2020	General Logistics Systems US, Inc.	Courier Service	28.88
1/12/2021	General Logistics Systems US, Inc.	Courier Service	33.43
1/25/2021	General Logistics Systems US, Inc.	Courier Service	27.30
3/11/2021	General Logistics Systems US, Inc.	Courier Service	30.88
4/28/2021	Alameda Superior Court	Document Download Fee	10.00
6/28/2021	Legal Document Server, Inc.	Attorney Service	130.00
9/14/2021	ADR Services, Inc.	Mediation Fee	3,275.00
11/3/2021	FedEx Expres	Courier Service	64.21
11/3/2021	FedEx Expres	Courier Service	64.21
11/24/2021	Legal Document Server, Inc.	Attorney Service	18.95
11/30/2021	Robert A. Parris	Damages Consulting Expert	5,400.00
12/8/2021	Alameda Superior Court	Document Download Fee	2.00
12/24/2021	Legal Document Server, Inc.	Attorney Service	135.25
12/24/2021	Alameda Superior Court	Jury Fee	150.00
1/6/2022	ADR Services, Inc.	Mediation Fee	825.00
1/27/2022	Alameda Superior Court	Document Download Fee	2.00
5/2/2022	Legal Document Server, Inc.	Attorney Service	17.95
5/24/2022	Alameda Superior Court	Document Download Fee	1.00
9/14/2022	Legal Document Server, Inc.	Attorney Service	18.70
9/22/2022	Alameda Superior Court	Document Download Fee	1.00
11/4/2022	Legal Document Server, Inc.	Attorney Service	18.70
11/10/2022	Alameda Superior Court	Document Download Fee	1.00
Total:			11,690.39