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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES –SPRING STREET COURTHOUSE

TERRY SAMUELS, individually and as a
representative of other aggrieved
employees,

Plaintiff,

vs.

STAR ALLIANCE SECURITY, INC., a
Corporation, and DOES 1 through 250,
inclusive,

Defendants.

Case No.:20STCV19412

The Honorable Daniel J. Buckley

**AMENDED JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: 05/20/2020
Trial Date: Not Yet Set

**JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT
AGREEMENT**

This JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AGREEMENT (“Settlement Agreement”) is made by and between Plaintiff (“Plaintiff”), individually and on behalf of all others similarly situated, and Defendant Star Alliance Security, Inc. (“Defendant”) (hereinafter collectively referred to as “the Parties”), subject to the preliminary and final approval of the Los Angeles County Superior Court – Spring Street Courthouse (“Court”) and the terms and conditions set forth herein.

DEFINITIONS

The following capitalized, defined terms used in this Agreement shall have the meanings ascribed to them below.

1. “Action” means the lawsuit entitled *Terry Samuels v. Star Alliance Security, Inc.* (Case No. 20STCV19412) pending in the Los Angeles County Superior Court – Spring Street Courthouse.

2. “Challenge” means submission by a Class Member of a Challenge Form.

3. “Challenge Form” means the form attached to the Share Form that Class Members may complete and submit to the Settlement Administrator in order to dispute the Weeks Worked indicated on the Share Form.

4. “Class” and “Class Members” means all current and/or former employees that worked for Star Alliance Security, Inc. in non-exempt positions between May 20, 2016, and through the date of preliminary approval (the “Class Period”), and excluding any persons who opt-out. The Class consists of the following subclasses:

4.1 OVERTIME SUB-CLASS: All members of the Class who were not paid accurate overtime compensation for all hours worked in excess of eight hours per day and/or forty hours per week.

4.2 MEAL AND REST SUB-CLASS: All members of the Class who were denied meal and res periods and were denied premiums when they were entitled to them under the meal and rest period laws.

4.3 REIMBURSEMENT OF EXPENSES SUB-CLASS: All members of the Class who were denied reimbursement of expenses owed under Labor Code section 2802.

4.4 WAITING TIME SUB-CLASS: All members of the Class who, at any time after the date three years prior to the filing of the Complaint, separated their employment from Defendants and were not paid wages within the times specified by California Labor Code sections 201-203 and are owed restitution for waiting time penalties deriving from wages.

5. “Class Counsel” means Brent Buchsbaum and Laurel Haag of the law firm Buchsbaum & Haag, LLP.

6. “Class List” means the data that Defendant shall provide to the Settlement Administrator containing the information specified in Paragraph 66(b) for each of the Class Members, and includes all copies of the list and all information contained therein.

7. “Class Notice” means the document, substantially in the form attached to this Settlement Agreement as **Exhibit A** that will be sent to Class Members following Preliminary Approval of the Settlement Agreement to notify Class Members of the Settlement and explain Class Members’ options.

8. “Class Period” means the period of time beginning on May 20 2016, and through the date when this Court shall grant Preliminary Approval of this Settlement.

9. "PAGA Period" means the period of time beginning on January 8, 2019 and through the date when this Court shall grant Preliminary Approval of this Settlement.

10. "PAGA Members" means all current and former hourly-paid or non-exempt employees that worked at Star Alliance Security, Inc. from January 8, 2019 to the date of preliminary approval of the settlement.

11. "Compensable PAGA Pay Periods" shall mean all pay periods in which a PAGA member performed work for Defendant in California during the PAGA period as an hourly or non-exempt employee of Defendant.

12. "Pay Period Value" shall mean the PAGA settlement Amount divided by the total Compensable PAGA Pay periods worked by all PAGA Members.

13. "Court" means the Los Angeles County Superior Court – Spring Street Courthouse.

14. "Defendant" means Star Alliance Security, Inc.

15. "Defendant's Counsel" means the law firm Light Gabler, including attorneys Jonathan Fraser Light, Brier M. Setlur and Kathleen M. Fellows, counsel of record for Defendant in this Action.

16. "Enhancement Award" means a payment not to exceed \$5,000 to Plaintiff Terry Samuels from the Total Settlement Amount, subject to Court approval. Any amount of the requested Enhancement Award that is not approved will become a part of the Net Settlement Amount and distributed to Class Members in accordance with the terms of this Settlement Agreement.

17. "Final Approval Date" means the date on which the Final Approval Order is signed by the Court in this matter.

18. "Final Approval Hearing Date" means the date set by the Court for the hearing on Plaintiff's Motion for Final Approval of the Class Action Settlement.

19. "Final Approval Order" means an order to be proposed by Plaintiff for submission to the Court before the Final Approval Hearing Date.

20. "Final Judgment" means an order rendered by the Court that:

- (a) finally approves this Settlement Agreement, enters judgment disposing of all issues raised in this Action, bars Class Members from reasserting Released Claims against Released Parties, and permanently enjoins all Class Members who have not timely opted out from this Settlement from pursuing, or seeking to reopen, any of the Released Claims; and
- (b) awards and orders the payment and distribution of all required amounts pursuant to the terms of this Settlement Agreement.

21. "Total Settlement Amount" means the total and maximum amount that Defendant will pay under this Settlement Agreement for any and all purposes to any and all

recipients pursuant to this Settlement Agreement, which is Forty Thousand Dollars (\$40,000.00), as specified in Paragraph 52.

22. “Individual Settlement Payment” means a Class Member’s pro rata share of the Net Settlement Amount as specified in Paragraph 55 of this Settlement Agreement.

23. “Net Settlement Amount” means the portion of the Total Settlement Amount to be distributed to Class Members less (1) attorney’s fees and costs as approved by the Court; (2) settlement administration expense as approved by the Court; (3) any Enhancement Award approved by the Court; and (4) the PAGA Payment, as approved by the Court.

24. “Notice Packet” means the packet that includes the Class Notice, Share Form, and Challenge Form that will be mailed to each Class Member following the Court’s approval of the Notice Packet and Preliminary Approval Order.

25. “Notice Response Deadline” means the date 60 calendar days after the Settlement Administrator’s initial mailing of the Notice Packets to Class Members.

26. “Objection” means the written statement that a Class Member may submit to the Settlement Administrator in order to object to this Settlement Agreement as set forth in Paragraph 60-61.

27. “PAGA Payment” means the amount paid to the California Labor and Workforce Development Agency. The Parties have agreed to allocate \$2,500 of the Total Settlement Amount to the claims for penalties under the California Private Attorneys General Act (Cal. Lab. Code §§ 2698 et seq.). Out of that amount, 75 percent shall be paid to the California Labor and Workforce Development Agency (\$1,875) as directed by the Court. The remaining 25 percent (\$625) will be apportioned to the Class as part of the Net Settlement Amount, subject to final approval by the Court.

28. “Plaintiff”, “Named Plaintiff”, or “Class Representative” means Terry Samuels.

29. “Preliminary Approval” or “Preliminary Approval Date” means the date on which the Court enters an Order granting preliminary approval of the terms of settlement set forth in this Settlement Agreement or such modified terms as may be agreed to by the Parties in order to obtain preliminary approval.

30. “Preliminary Approval Order” means a proposed order to be submitted by Plaintiff before the Preliminary Approval Hearing Date, as specified in this Settlement Agreement.

31. “Released Claims” means the specific claims set forth in Paragraph 34 of this Settlement Agreement that Participating Class Members release against the Released Parties, pursuant to Paragraph 53-56 of this Settlement Agreement.

32. “Released Parties” means Defendant Star Alliance Security, Inc. and all of its subsidiaries, affiliates, shareholders, members, parents, principals, heirs, representatives, agents (including, without limitation, any trustees, past or present officers, directors, agents, employees, partners, shareholders, accountants, auditors, consultants, attorneys, insurers,

reinsurers, ERISA plan administrators), and their respective predecessors, successors, and assigns.

33. “Request for Exclusion” means the written notice a Class Member may submit to the Settlement Administrator no later than the Notice Response Deadline to request exclusion from the Settlement Class, containing the information specified in Paragraph 60 of this Settlement Agreement.

34. “Settled Claims” means any and all claims for relief, whether suspected or unsuspected, which the Settlement Class Members have had, now have, or may have in the future against the Released Parties or any of them for any acts that are either or both: (1) alleged in the Action or (2) arise out of the facts, matters, transactions or occurrences set forth in the Operative Complaint and could have been alleged as separate claims, causes of action, or other theories of relief. “Settled Claims” include, but are not limited to, claims for:

- (a) meal period violations pursuant to Cal. Labor Code § 512, § 226.7 respectively and any applicable IWC Wage Orders;
- (b) rest break violations pursuant to Cal. Labor Code § 226.7 and any applicable IWC Wage Orders;
- (c) record-keeping violations pursuant to Cal. Labor Code §§ 1174, 1198, and the application California Code of Regulations;
- (d) failure to issue accurate itemized wage statements pursuant to Cal. Labor Code § 226 and § 1774 and statutory penalties pursuant to Cal. Labor Code § 226(e);
- (e) unpaid wages pursuant to Cal. Labor Code §§ 201- 204, 218.5, 218.6, 223, 1194, 1194.2, and any applicable IWC Wage Order;
- (f) unpaid overtime and minimum wages pursuant to Cal. Labor Code §§ 510, 1194. 1198, and any applicable IWC Wage Order;
- (g) waiting time penalties pursuant to Cal. Labor Code § 201 - 203;
- (h) business expenses pursuant to Cal. Labor Code § 2802;
- (i) restitution for unpaid wages pursuant to Bus. & Prof. Code § 17200 *et seq.*; and
- (j) PAGA penalties pursuant to Labor Code §§ 2698 - 2699 *et seq.* in connection with the above claims. The PAGA Period for the purpose of this claim is November 13, 2018 through the date of Preliminary Approval of this Settlement.

“Settled Claims” includes all types of relief that were or could have been made in the Action including, without limitation, any claims for damages, owed reimbursement, restitution, losses, penalties, fines, liens, attorneys’ fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, charge backs, or liquidated damages. “Settled Claims” also includes an

express waiver of all benefits under section 1542 of the California Civil Code as to the Plaintiff only. The Final Judgment shall expressly provide that it covers and bars each and every Settlement Class Member from asserting any Settled Claims in the future.

35. “Settlement Administrator” means Phoenix Class Action Administration Solutions.

36. “Settlement Agreement” means this Joint Stipulation and Class Action Settlement Agreement and all of its attachments and exhibits.

37. “Settlement Class Members” shall include (a) Named Plaintiff and (b) all Class Members, other than those who submit a valid, timely Request for Exclusion.

38. “Settlement Effective Date” means the latest date of the date on which any of the following occur:

- (a) Thirty (30) calendar days after the Final Approval Date, if no objections to the Settlement Agreement are timely filed or otherwise permitted to be filed by the Court;
- (b) In the event there are objections to the Settlement Agreement, but no appeal is filed from the Final Approval Order, then thirty (30) calendar days after the time to appeal has expired; or
- (c) If an appeal or other collateral attack is filed seeking to vacate or reverse or otherwise challenge the Final Approval Order, then thirty (30) calendar days after the entry of a Final Order, not subject to further appeals, upholding the Final Approval Order.

39. “Settlement Share” means the total amount that a Settlement Class Member is entitled to receive from the Net Settlement Amount.

40. “Share Form” means the form, substantially in the form of **Exhibit B** attached hereto, enclosed in the Notice Packet that shall be sent to each Class Member with an estimate of his or her Settlement Share and the facts and methods forming the basis of the estimate.

41. “Weeks Worked” means the number of weeks a Class Member performed work for Star Alliance Security, Inc. in California during the Class Period, as reflected in Defendant’s records.

42. “Qualified Settlement Fund” or “QSF” means an account that will qualify and be characterized as a Qualified Settlement Fund under the provisions of the U.S. Treasury Regulations 1.468B-1 and 1.468B-5, to be set up as provided below, and into which the Total Settlement Amount is to be deposited as agreed herein, to be administered in a manner consistent with applicable law and the terms of this Settlement.

RECITALS

43. On May 20, 2020, Plaintiff, filed a putative class action and PAGA complaint in the Los Angeles County Superior Court for the following causes of action: (1) Violation of

California Labor Code §§ 510, 1194, 1198 (Unpaid Overtime and Minimum Wages); (2) Violation of California Labor Code §§ 226(a) and 1174 (Non-compliant Wage Statements); (3) Violation of California Labor Code §§ 201-203 (Unpaid Wages and Waiting Time Penalties); (4) Violation of California Business & Professions Code §§ 17200, et seq. (Unfair Competition); (5) Violation of Labor Code §§ 226.7, 512(a) (Failure to Provide Meal Period Premium Pay); (6) Violation of Labor Code § 226.7 (Failure to Provide Rest Break Premium Pay); (7) Violation of Labor Code § 2802 (Unpaid Business Expenses) and (8) Violation of Labor Code §§ 2698, et seq. (PAGA). On June 16, 2020, the Court set an Initial Status Conference for September 18, 2020, at 9:00 a.m. in Department 1. Defendant filed a Notice of Appearance on July 13, 2020.

44. On January 8, 2020, Plaintiff sent written notifications to the Labor and Workforce Development Agency and Defendants regarding various Labor Code sections allegedly violated by Defendants.

45. By entering into this Settlement, Defendant admits no liability or wrongdoing, and explicitly denies any liability or wrongdoing of any kind associated with the claims alleged in the Action. Defendant contends, among other things, that it has always complied with the California Labor Code, the Industrial Welfare Commission Wage Orders, and the California Business and Professions Code. This Settlement shall not constitute an admission by Defendants as to any interpretation of applicable law or as to the merits, validity, or accuracy of any of the claims made against it in the Action, or that the claims alleged are suitable for class treatment. Additionally, Defendants reserve the right to contest any issues relating to class certification and liability if the settlement is not approved. This Settlement is entered into solely for the purpose of compromising highly disputed claims.

46. The Parties have actively participated in informal settlement negotiations, including informal discovery. As a result, the Parties agreed to a settlement in general terms that are more fully specified in this Settlement Agreement.

47. Because the Complaint were pled as a class action, this Settlement Agreement must receive preliminary and final approval of the Court. Accordingly, the Parties enter into this Settlement Agreement on a conditional basis.

48. For purposes of this Settlement only, Defendants do not dispute Plaintiff's contention that there is sufficient evidence to support the requisites for class certification. The Parties agree that certification for purposes of the Settlement is in no way an admission that class certification is proper under the more stringent standard applied for litigation purposes. If for any reason this Settlement does not become final, the certification will have no force or effect and will immediately be revoked. Specifically, for purposes of this Settlement only, the Parties agree that::

48.1 There were approximately 88 Class Members through May 2020, which is so numerous as to make it impractical to join all Settlement Class Members;

48.2 The Settlement Class is ascertainable from Defendants' records;

48.3 Common questions of law and fact exist;

1 48.4 The Claims of the Class Representative are typical of the claims of the Class
2 Members and the Class Representative is an adequate representative of the
3 class and should be appointed as such;

4 48.5 Plaintiff and the Law Offices of Buchsbaum & Haag, LLP are adequate to
5 represent the Settlement Class and should be appointed as the Class
6 Representative and Class Counsel, respectively;

7 48.6 The prosecution of separate actions by individual members of the Settlement
8 Class would create the risk of inconsistent or varying adjudications, which
9 could establish incompatible standards of conduct;

10 48.7 Questions of law and fact common to the members of the Class predominate
11 over question

12 49. This Agreement is contingent upon the approval and certification by the Court of
13 the Class for settlement purposes only.

14 50. If the Settlement is not approved by the Court, nothing in this Agreement or any
15 draft thereof, or any documents submitted to the Court in support of this Agreement or Court
16 approval thereof, shall have any effect.

17 **TERMS AND CONDITIONS OF SETTLEMENT**

18 **NOW, THEREFORE,** in consideration of the recitals listed above and the promises and
19 warranties set forth below, and intending to be legally bound and acknowledging the sufficiency
20 of the consideration and undertakings set forth herein, the Named Plaintiff, individually and on
21 behalf of the Class Members, on the one hand, and Defendant, on the other hand, agree that the
22 Action shall be, and is finally and fully compromised and settled on the following terms and
23 conditions.

24 51. No Admission of Liability. The Parties enter into this Agreement to resolve the
25 dispute that has arisen between them and to avoid the burden, expense and risk of continued
26 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies,
27 that it violated any federal, state, or local law; violated any regulations or guidelines
28 promulgated pursuant to any statute or any other applicable laws, regulations or legal
 requirements; breached any contract; violated or breached any duty; engaged in any
 misrepresentation or deception; or engaged in any other unlawful conduct with respect to its
 employees or any other person or entity. Neither this Agreement, nor any of its terms or
 provisions, nor any of the negotiations connected with it, shall be construed as an admission or
 concession by Defendant of any such violation(s) or failure(s) to comply with any applicable
 law.

 Except as necessary in a proceeding to approve, interpret or enforce the terms of this
 Agreement, this Agreement and its terms and provisions shall not be offered or received as
 evidence in any action or proceeding to establish any liability or admission on the part of
 Defendant or to establish the existence of any condition constituting a violation of, or
 noncompliance with, federal, state, local or other applicable law.

No conduct of Defendant during the course of this litigation shall be construed as an admission of liability. Each of the Parties has entered this Settlement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Stipulation of Settlement is a settlement document and shall, pursuant to California Evidence Code 1152 and Federal Rule of Evidence 408 or any other similar law, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the Settlement, and/or interpret or enforce this Stipulation of Settlement.

The Parties intend this Settlement to be contingent upon the Court's preliminary and final approval of this Agreement; and the Parties do not waive, and instead expressly reserve, their respective rights to prosecute and defend this Action as if this Agreement never existed in the event the Settlement is not fully and finally approved as set forth herein. In the event that this Agreement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court or any other court with jurisdiction over the Action, the Agreement shall become null and void ab initio and shall have no bearing on, and shall not be admissible in connection with, further proceedings in this Action.

52. Stipulation for Class Certification. Named Plaintiff shall move for, and Defendant will not oppose, certification of a Class as defined in Paragraph 4, including all Class Members for purposes of settlement only, and for appointment of Named Plaintiff as Class Representative and Brent Buchsbaum and Laurel Haag of the law firm Buchsbaum & Haag, LLP as Class Counsel. If, however, the Settlement does not become final for any reason, the Parties' Settlement Agreement, including this Stipulation for Class Certification, shall become null and void ab initio and shall have no bearing on, and shall not be admissible in connection with, whether class certification would be appropriate in any other context in this litigation.

The Notices, Request for Exclusion Form, and any other evidence produced or created by any Settlement Class Member in connection with this Settlement, and any actions taken by Defendant in response thereto, the calculations by the Administrator, or other evidence, do not constitute, are not intended to constitute, and will not be deemed to constitute an admission by Defendant of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity.

If this Agreement is not finally approved by the Court or any appellate Court, or otherwise fails to become effective and enforceable, or is terminated, Defendant will not be deemed to have waived, limited, or affected in any way any of their objections or defenses in the Action

53. Release Given by Plaintiff, Settlement Class and PAGA Members. As of the date Defendant funds the Settlement, Named Plaintiff, Settlement Class Members, and PAGA Members, except for those who file a timely Request for Exclusion of the Class Settlement, hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties of and from any and all Settled Claims.

54. As of the date Defendant funds the Settlement and in consideration thereof, all Settlement Class Members, including Plaintiff, fully and forever release the Released Parties from the Released Class Claims and all PAGA Members, including Plaintiff, release the Released Parties from the Released PAGA claims.

a. "Released Class Claims" means any and all Settled Claims, as defined above to the broadest extent allowable by law.

b. "Released PAGA Claims" means any and all individual and representative claims during the PAGA Period under California Labor Code Section 2698, et seq. that were asserted in the LWDA letter and the Operative Complaint, including any and all violations of California Labor Code Sections 201, 202, 203, 226, 226.3, 226.7, 226.8, 246, 510, 512(a), 558, 1194, 1198. The release includes all PAGA claims that could have been premised on the facts alleged in the Plaintiff's Complaint.

c. Class Members and Aggrieved Employees will release PAGA claims even if Class Members request exclusion from the Class Settlement.

d. The Parties agree for settlement purposes only that, because the Class Members are so numerous, it is impossible or impracticable to have each Class Member execute this Agreement. Accordingly, the Class Notice will advise all Class Members of the binding nature of the release and such notice shall have the same force and effect as if the Agreement were executed by each Class Member.

e. Named Plaintiff and Class Counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged.

55. Full Release by Named Plaintiff/Class Representative. In consideration for his receipt of the Enhancement Award Plaintiff releases the Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any of the Released Parties committed or omitted prior to the execution hereof. Without limiting the generality of the foregoing, this release shall include, but not be limited to, any and all claims under the (i) Americans With Disabilities Act, as amended; (ii) Title VII of the Civil Rights Act of 1964, as amended; (iii) the Civil Rights Act of 1991; (iv) 42 U.S.C. § 1981, as amended; (v) the Age Discrimination in Employment Act, as amended; (vi) the Fair Labor Standards Act, as amended; (vii) the Equal Pay Act; (viii) the Employee Retirement Income Security Act, as amended; (ix) the Consolidated Omnibus Budget Reconciliation Act; (x) the Rehabilitation Act of 1973; (xi) the Family and Medical Leave Act; (xii) the Civil Rights Act of 1966; (xiii) the California Fair Employment and Housing Act; (xiv) the California Constitution; (xv) the California Labor Code; (xvi) the California Government Code; (xvii) the California Civil Code; (xviii) the

1 Employee Retirement Income Security Act; and (xvii) any and all other federal, state and local
2 statutes, ordinances, regulations, rules, Industrial Welfare Commission Wage Order(s) and other
3 laws, and any and all claims based on constitutional, statutory, common law or regulatory
4 grounds as well as any other claims based on theories of wrongful or constructive discharge,
5 breach of contract or implied contract, fraud, misrepresentation, promissory estoppel or
6 intentional and/or negligent infliction of emotional distress, or damages under any other federal,
7 state or local statutes, ordinances, regulations, rules or laws. This release is for any and all
8 relief, no matter how denominated, including, but not limited to, back pay, front pay, vacation
9 pay, bonuses, compensatory damages, tortious damages, liquidated damages, punitive damages,
10 penalties, damages for pain and suffering, and attorney fees and costs, and the Named Plaintiff
11 hereby forever releases, discharges and agrees to hold harmless Defendant and the Released
12 Parties from any and all claims for attorney fees and costs arising out of the matters released in
13 this Agreement.

14 The Class Representative stipulates and agrees that he has expressly waived and
15 relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Cal.
16 Civ. Code § 1542, or any other provision under federal or state law, which provides:

17 **A GENERAL RELEASE DOES NOT EXTEND TO**
18 **CLAIMS WHICH THE CREDITOR OR**
19 **RELEASING PARTY DOES NOT KNOW OR**
20 **SUSPECT TO EXIST IN HIS OR HER FAVOR AT**
21 **THE TIME OF EXECUTING THE RELEASE, AND**
22 **THAT IF KNOWN BY HIM OR HER WOULD**
23 **HAVE MATERIALLY AFFECTED HIS OR HER**
24 **SETTLEMENT WITH THE DEBTOR OR**
25 **RELEASED PARTY.**

26 In giving this release, Plaintiff acknowledges that he is aware that facts may be
27 discovered in addition to or different from those which they now know or believe to be true with
28 respect to the subject matter of the release, but that it is his intention to fully, finally, and forever
settle and release any and all Released Parties from any and all claims without regard to the
subsequent discovery or existence of such additional or different facts.

56. Period to Consider Terms of Agreement. Named Plaintiff acknowledges that he
is entitled to and has been given 21 days to consider whether to accept the terms of the release
given in Article XI, Section 2, of this Stipulation. If any of the Named Plaintiffs executes this
Stipulation before the expiration of 21-day period, he does so voluntarily, upon the advice and
with the approval of Class Counsel, and he expressly and voluntarily waives his right to
consider the release of this Section 2 any remaining portion of that 21-day period.

57. Revocation of Agreement. Named Plaintiff understands that, after executing this
Stipulation, he has the right to revoke it within seven days after execution. Each Named Plaintiff
understands that this Stipulation will not become effective and enforceable unless and until the
seven-day revocation period has passed. The release provided for in this Section 2 by each

1 Named Plaintiff shall become effective and enforceable as of the Effective Date of this
2 Stipulation provided that the Effective Date of this Stipulation occurs after the seven-day
3 revocation period has expired.

4 58. Waiver of Money or Damages. Named Plaintiffs also agree that, to the extent
5 permitted by law, if a claim is prosecuted in their name against Released Parties before any
6 court or administrative agency, they waive, and agree not to take, any award of money or other
7 damages from such proceeding. The Named Plaintiffs agree that, unless otherwise compelled
8 by law, if a claim is prosecuted in any of their names against Released Parties that, upon a
9 written request by Defendant's counsel, they will immediately request in writing that the claim
10 on their behalf be withdrawn.

11 59. Total Settlement Amount and Deductions. In consideration of the Released
12 Claims, and subject to entry of the Final Approval Order, Defendant shall pay the Total
13 Settlement Amount of Forty Thousand Dollars (\$40,000.00), which shall satisfy all of
14 Defendant's obligations for payments, attorneys' fees, and costs identified in this Settlement
15 Agreement. No amount of the Total Settlement Amount shall revert back to Defendant under
16 any circumstances. Defendant will not be obligated to pay any amounts above the Total
17 Settlement Amount of \$40,000.00. The Parties agree, subject to Court approval, that payments
18 from the Total Settlement Amount shall be made as follows:

19 a. Attorney's Fees and Litigation Costs. Subject to Court approval of
20 Plaintiff's application for attorney's fees and litigation costs, the
21 Settlement Administrator shall pay Class Counsel's actual litigation costs
22 and expenses up to a maximum amount of Two Thousand Five Hundred
23 Dollars (\$2,500.00), and an additional amount up to one-third of the Total
24 Settlement Amount, or Thirteen Thousand Three Hundred Dollars
25 (\$13,300.00) for Class Counsel's attorney's fees. Any fees and costs
26 awarded by the Court shall be paid to Class Counsel from the Total
27 Settlement Amount and shall not constitute payment to any Class
28 Members. Any amount awarded to Class Counsel by the Court shall be in
full payment of their attorney's fees and expenses, and neither the Named
Plaintiff nor Class Counsel shall be entitled to any further award of
attorney's fees or costs from Defendant. Any amount of the requested
fees and costs not approved by the Court will become a part of the Net
Settlement Amount and distributed to Class Members in accordance with
the terms of this Settlement Agreement.

b. Plaintiff's Enhancement Award. In consideration for his service to the
Class, assuming the risks associated with this litigation, and giving
Defendant a general release, and subject to Court approval of Plaintiff's
application for Enhancement Award, Defendant will not oppose Class
Counsel's application to the Court for approval of a \$5,000
Enhancement Award to Plaintiff. Any amount of the requested

Enhancement Award that is not approved will become a part of the Net Settlement Amount and distributed to Class Members in accordance with the terms of this Settlement Agreement.

- c. Settlement Administration Costs. The costs of settlement administration will also be paid from the Total Settlement Amount in an amount not to exceed \$4,100, subject to Court approval.
- d. PAGA Penalties; Payment to LWDA and Class. Subject to Court approval, Two Thousand Five Hundred Dollars (\$2,500) shall be attributed to Defendant's payment to settle Plaintiff's claims on behalf of himself and other allegedly aggrieved employees under the PAGA. The Settlement Administrator shall pay 75% of this amount, or One Thousand Eight Hundred Seventy Five Dollars (\$1,875), to the California Labor & Workforce Development Agency ("LWDA") as its share of the settlement of civil penalties for PAGA claims. The remainder of this amount, or Six Hundred Twenty Five Dollars (\$625) shall be distributed to Settlement Class Members who were employed during the PAGA Period *per capita* as their 25% share of the settlement of civil penalties for PAGA claims.

60. Plaintiff's Applications Unopposed by Defendant. Defendant shall not oppose Plaintiff's applications for Court approval of the payments set forth in Paragraph 52.

61. Net Settlement Amount and Exhaustion of Settlement Fund. The amount remaining from the Total Settlement Amount after the deductions set forth in Paragraph 52 shall constitute the Net Settlement Amount. The Settlement Administrator shall distribute the Net Settlement Amount as specified in this Settlement Agreement, at which point the Net Settlement Amount shall be entirely exhausted, except for uncashed settlement checks which the Settlement Administrator shall deposit into the State Controller's Office set forth in Paragraph 64 (c) of this Settlement Agreement.

62. Calculation of Individual Class Settlement Amounts. The Individual Settlement Amounts for Class Members will be based on a pro-rata share of the number of weeks the class member was employed by Defendant during the Class Period. Class members were hired and worked on a project basis. Each class member's number of weeks worked will be derived from taking the first day that the Class Member performed work during the Class Period through the last day they performed work during the Class Period. This data is contained in the records kept by Defendant in the ordinary course of business during the Class Period. The total shares for the Class shall then be calculated by adding together the shares for each Class Members. The Settlement Administrator shall then divide each Class Member's shares by the total shares, which will result in a percentage figure for each Class Member ("Percentage Figure"). The Percentage Figure will be multiplied by the Net Settlement Amount. The resulting product will be the Class Member's share of the Net Settlement Amount. Estimated Individual Settlement Amounts will be presented to each Class Member in their respective Notices.

63. Calculation of Individual PAGA Settlement Amounts. Individual PAGA Members' PAGA Penalties Payment will be based on individual PAGA Member's

Compensable Pay Periods multiplied by the Pay Period Value. Compensable Pay Periods shall mean all pay periods in which a PAGA member performed work for Defendant in California during the PAGA period as an hourly or non-exempt employee of Defendant. The Pay Period Value shall mean the PAGA settlement Amount divided by the total Compensable Pay periods worked by all PAGA Members.

64. Distribution of the Net Settlement Amount. From the Net Settlement Amount, the Settlement Administrator shall distribute to each Settlement Class Member his or her Settlement Share.

65. Timing and Manner of Distributions of Attorneys' Fees and Costs, Enhancement Award, and Settlement Share Distributions.

- a. Within 30 calendar days after the Settlement Effective Date, the Settlement Administrator shall distribute to Class Counsel and Plaintiff the awarded attorneys' fees and costs, and Enhancement Award, respectively, and pay to the LWDA the amount due to it for PAGA penalties.
- b. Within 45 calendar days after the Settlement Effective Date, the Settlement Administrator shall distribute to each Settlement Class Member his or her Settlement Share by mailing via U.S. First-Class mail a check for the allocated Settlement Share amount, along with any necessary tax reporting forms, to each Settlement Class Member.
- c. Should the Settlement Administrator need more time than is provided under this Settlement Agreement to complete any of its obligations, the Settlement Administrator may request, in writing, such additional time (including an explanation of the need for additional time) from Defendant's Counsel and Class Counsel. If Defendant's Counsel and Class Counsel do not agree, in writing, to the Settlement Administrator's request for additional time, the Settlement Administrator, Class Counsel, or Defendant's Counsel may seek such additional time from the Court.

66. Amounts Available Under Settlement for Payment to Non-Settlement Class Members. Non-Settlement Class Members shall not receive any distribution, and any amounts that could have been distributed to them had they become Settlement Class Members shall be retained in the Net Settlement Amount for redistribution to Settlement Class Members.

67. Opt-Out Threshold: If Class Members representing more than 10 percent of the total work weeks in the Class Period submit exclusion forms of any kind, either party may exercise the option to withdraw from the settlement. If any class members submit exclusion forms of any kind, the Total Settlement shall be correspondingly reduced by the pro-rata share of the work weeks associated with the opt-out class member(s). If the

total number of work-weeks shall exceed 125,000, the parties shall negotiate in good faith an appropriate escalator clause.

68. Class Member Request for Exclusion. All Class Members are automatically deemed Settlement Class Members unless the Class Member submits to the Settlement Administrator a Request for Exclusion that is postmarked no later than the Notice Response Deadline. The Request for Exclusion must include the Class Member's name, address, last four digits of his or her Social Security number, and a written statement expressing desire for exclusion. Class Members may rescind a validly submitted Request for Exclusion by submitting to the Settlement Administrator no later than five (5) calendar days before the Final Approval Hearing a written statement expressing the Class Member's intent to rescind the Request for Exclusion. However, Class Members who submit a Request for Exclusion for the Class Settlement will still be subject to the release of the Released PAGA Claims and, if eligible, will receive a PAGA Penalties Payment.

69. Class Members' Right to Object. Any Class Member may object to this Settlement Agreement. To object, a Class Member must, no later than the Notice Response Deadline, submit to the Settlement Administrator a written statement containing his/her name, address, last four digits of his/her Social Security number, and the reasons for the objection. Class Members may withdraw an objection no later than five days before the Final Approval Hearing.

70. Class Members' Right to Challenge; Resolution. Class Members may Challenge only the number of Work Weeks shown on the Share Form. To Challenge, a Class Member must complete the Challenge Form received from the Settlement Administrator and submit the completed Challenge Form to the Settlement Administrator 45 calendar days after the date of the mailing of the Class Notice. Upon receipt of a Challenge Form, the Settlement Administrator shall consult with Class Counsel and Defendant's Counsel regarding the specific contentions made by the Class Member, and shall thereupon determine and resolve the Challenge based on all records and documents provided by Defendant and the Class Member. The Settlement Administrator's determination shall be final, binding, and non-appealable.

71. Late Submissions. The Settlement Administrator shall not accept as valid any Request for Exclusion, or Objection postmarked after the end of the Claim Submission Period. It shall be presumed that, if a Request for Exclusion, or Objection is not postmarked on or before the last day of the Claim Submission Period, the Class Member did not return it in a timely manner.

72. Uncashed Settlement Checks of Settlement Class Members

- a. Settlement Class Members shall have 180 calendar days after mailing by the Settlement Administrator to cash their settlement checks. Any check that is not cashed within 180 calendar days shall become void and subject to a stop payment order.

- b. Any Settlement Class Members who fail to cash their settlement checks within 180 calendar days shall be deemed to have waived irrevocably any right or claim to a monetary award or payment under this Settlement Agreement, but will still be fully bound by the Final Judgment and Releases as set forth in this Settlement Agreement.
- c. No later than 6 months after the Settlement Effective Date, uncashed checks shall be entirely distributed to the State Controller's Office in the name of each respective Settlement Class Member, which will provide Settlement Class Members who fail to cash their settlement check an opportunity to obtain their settlement payment.

73. Tax Treatment of Net Settlement Amount Distributions. For tax purposes, Class Settlement Payments will be allocated as follows: 33.3% wages (to be reported on an IRS Form W-2) and 66.7% interest/penalties/non-wage damages (to be reported on an IRS Form 1099). Settlement Class Members will be issued their Class Settlement Payments after reduction of required employee-side taxes and withholdings with respect to the wages portion of the Class Settlement Payments. Defendant will pay employer-side taxes with respect to the wage portion of the Class Settlement Payments separately and in addition to the Maximum Settlement Amount. All PAGA Penalties will be reported on an IRS Form 1099.

74. Settlement Administration and Notice Packet Procedures

a. Selection of Settlement Administrator and Transfer of Class Data. The Parties shall mutually select a third-party Settlement Administrator to distribute the Notice Packets to Class Members and payments to Settlement Class Members. The Settlement Administrator shall provide a written agreement specifically regulating its use and handling of Class Members' personal information. Further, the Settlement Administrator shall agree to obtain insurance in the amount of \$1 million dollars, and name Defendant as an insured on the policy with respect to any loss or theft of Class Member personal data.

b. Class Member Data. Within thirty (30) calendar days following the Preliminary Approval Date, Defendant shall provide the Settlement Administrator the Class List, which shall include the name, Social Security number, last known address, and number of weeks worked during the class period

c. Mailing of Notice Packets.

- i. Updating Address List. Within 15 calendar days after receipt of the Class List, the Settlement Administrator shall update the addresses for the Class Members using the National Change of Address database and other available resources deemed suitable by the Settlement Administrator. To the extent this process yields an updated address, that updated address shall replace the last known address and be treated as the new last known address for purposes of this Settlement Agreement and for subsequent mailings in particular.

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d. Settlement Administrator's Duties Upon Receipt of Class Correspondence.

The Settlement Administrator shall:

- iv. date stamp and keep a record of all documents it receives from Class Members, including Requests for Exclusion, objections, and Challenge Forms, and any other correspondence from Class Members; and
- v. send to Class Counsel and Defendant's Counsel copies of any Request for Exclusion or objection received from Class Members no later than 5 business days after receipt, or immediately if received within five business days of Final Approval Hearing;

e. Settlement Administrator's Written Reports to Counsel. The Settlement Administrator shall issue the following reports to Class Counsel and Defendant's Counsel:

- vi. Within 7 days after the Notice Response Deadline, the Settlement Administrator shall provide a final report listing the number of Class Members who filed Requests for Exclusion or Objections;
- vii. Within 5 days after the Settlement Effective Date, the Settlement Administrator shall provide to Class Counsel and Defendant's Counsel a report of its calculations of each Class Member's Settlement Share. Class Counsel and Defendant's Counsel shall then review the report to confirm that the calculated Settlement Shares comply with this Settlement Agreement and shall notify the Settlement Administrator of any necessary corrections. The Settlement Administrator must obtain approval of its calculations from Class Counsel and Defense Counsel before any settlement funds are distributed. It is expressly agreed by the Parties that the requirement for a distribution summary prior to any distribution funds will be part of the preliminary and final approval orders.

f. Creation of Qualified Settlement Fund. The Settlement Administrator will establish a Qualified Settlement Fund ("QSF") pursuant to Section 468B(g) of the Internal Revenue Code, and regulations promulgated thereunder for the purpose of administering this Settlement. The costs, fees, and expenses incurred by the Settlement Administrator in performing these functions shall be paid out of the Total Settlement Amount.

75. Court's Preliminary and Final Approval of Settlement.

- a. Plaintiff's Motion for Preliminary Approval. Plaintiff shall promptly submit this Settlement Agreement to the Court together with a Motion for Preliminary Approval of Settlement and

Certification of Settlement Class. Plaintiff's motion shall seek an order containing the following provisions:

- i. Preliminarily approving this Settlement Agreement;
- ii. Approving as to form and content the proposed Notice Packet and directing the mailing of the Notice Packet via U.S. First Class mail to Class Members in accordance with the provisions in this Settlement Agreement;
- iii. Preliminarily certifying the Class and preliminarily appointing Plaintiff as Class Representative and Class Counsel as designated class counsel;
- iv. Preliminarily approving settlement administration services to be provided by, and payment to be made to, the Settlement Administrator;
- v. Preliminarily approving the application for payment of reasonable attorneys' fees and expenses to Class Counsel as set forth in this Settlement Agreement;
- vi. Preliminarily approving the proposed Enhancement Award to Plaintiff as Class Representative as set forth in this Settlement Agreement
- vii. Preliminarily approving the proposed PAGA payments as set forth in this Settlement Agreement; and
- viii. Scheduling a Final Approval Hearing.

b. Plaintiff's Motion for Final Approval. Prior to the Final Approval Hearing and consistent with the rules imposed by the Court, Plaintiff shall move the Court for entry of the Final Approval Order and associated entry of Final Judgment. Class Counsel shall submit a proposed Final Approval Order and Final Judgment, which shall include the following finding and order:

- i. Approving the settlement, adjudging the terms thereof to be fair, reasonable, and adequate, reciting the release terms in full, and directing that the Settlement Agreement terms and provisions be carried out;
- ii. Approving the payment of an Enhancement Award to the Plaintiff in the amount provided herein;
- iii. Approving Class Counsel's application for an award of attorneys' fees and reimbursement of costs and litigation expenses not to exceed the amounts provided herein;
- iv. Approving payment and allocation of PAGA penalties; and

- v. Providing that any issues regarding the interpretation or enforcement of the Final Approval Order must be brought before the Court and enjoining all Parties and all Class Members from challenging the order in any other forum.
- c. Preliminary and Final Approval Unopposed by Defendant. Defendant shall not oppose Class Counsel's motions for preliminary approval and final approval of the Settlement so long as the motion and supporting documents are consistent with the terms of this Settlement Agreement. Class Counsel shall provide Defendant with a reasonable opportunity to review and comment on the motions for preliminary and final approval before the motion and supporting documents are filed with the Court.
- d. Supporting Final Approval Order. Following entry of the Court's Final Approval Order and Final Judgment, the Parties shall act to ensure the timely execution and the fulfillment of all its provisions, including, but not limited to, the following:
 - i. Should an appeal be taken from the Final Approval Order or the Final Judgment, all Parties will support the Final Approval Order on appeal, unless the Final Approval Order adversely affects Plaintiff's or Defendant's interests;
 - ii. Class Counsel and Defendant's Counsel will assist the Settlement Administrator as needed or requested in the process of identifying and locating Settlement Class Members entitled to payments from the Net Settlement Fund and assuring delivery of such payments;
 - iii. Class Counsel and Defendant's Counsel will assist the Settlement Administrator as needed or requested in the fair administration of that Fund; and
 - iv. Plaintiff and Class Counsel will certify to the Court completion of all payments required to be made by this Settlement Agreement as set forth below.
- e. Court's Approval of Settlement. Within thirty (30) calendar days after the Settlement Effective Date, Defendant will deliver to the Settlement Administrator the Total Settlement Amount.

If no objection to the Settlement is pending at the time of the Final Approval Hearing, the Settlement Administrator shall disburse all payments, including individual settlement checks to Settlement Class Members, the PAGA Payment, the Enhancement Award, and Class Counsel's attorney's fee award and approved litigation costs, no later than sixteen (16) calendar days after receipt of the Total Settlement Amount from the Defendant.

- f. Court's Non-Approval of Settlement. If (i) the Court should for any reason decline to approve this Settlement Agreement in the form agreed to by the Parties, or (b) the Court should for any reason fail to enter a judgment and dismissal with prejudice of the Action, or (c) the judgment and dismissal is reversed, modified, or declared or rendered void, then the Settlement Agreement and class certification shall be considered null and void, and neither the Settlement Agreement, class certification, nor any of the related negotiations or proceedings, shall be of any force or effect, and all parties to the Settlement Agreement shall stand in the same position, without prejudice, as if the Settlement Agreement had been neither entered into nor filed with the Court, except that the Parties shall each be responsible for fifty percent (50%) of the costs of, and any payments due to, the Settlement Administrator for services performed up to that time. Notwithstanding the foregoing, the Parties may attempt in good faith to cure any perceived defects in the Settlement Agreement to facilitate approval.
- g. Invalidation. Invalidation of any material portion of the Settlement Agreement shall invalidate the Settlement Agreement in its entirety, unless the Parties shall subsequently agree in writing that the remaining provisions of the Settlement are to remain in full force and effect. The Parties will be equally responsible for all charges incurred by the Settlement Administrator as of the time the Settlement Agreement is invalidated.
- h. Stay upon Appeal. In the event of a timely appeal from the judgment and dismissal, the judgment shall be stayed, and none of the Total Settlement Amount shall be distributed to Class Members, the Named Plaintiffs, the Labor and Workforce Development Agency, or Class Counsel, and the actions required by this Settlement Agreement shall not take place until all appeal rights have been exhausted by operation of law.

76. Preliminary Timeline for Completion of Settlement.

The preliminary schedule for notice, approval, and payment procedures carrying out this settlement is set forth below. This schedule may be modified by agreement of the Parties in writing or order of the Court depending on whether and when the Court grants necessary approvals and orders notice to the class, and sets further hearings. In the event of such modifications, the Parties shall cooperate in order to complete the settlement procedures as expeditiously as reasonably practicable.

30 calendar days after Preliminary Approval Date	Deadline for Defendant to provide Class List to Settlement Administrator
15 calendar days after receipt of Class List	Deadline for Settlement Administrator to conduct trace/search efforts

20 calendar days after receipt of Class List	Deadline for Settlement Administrator's initial mailing of Class Notice
45 calendar days after the date of mailing of the Class Notice	Deadline to Challenge Weeks Worked information
60 calendar days after the date of mailing of the Class Notice	Deadline for Requests for Exclusion, and submission of Objections to the Settlement
Final Approval hearing	Approximately 115 days after Preliminary Approval order
Settlement Effective Date	30 calendar days after the Final Approval Date if no objections to the Settlement Agreement are timely filed and no appeals are taken. Otherwise, see paragraph 67.
30 calendar days after the Settlement Effective Date	Deadline for Defendant to pay the Total Settlement Amount to the Settlement Administrator
If no objection is pending, sixteen (16) calendar days after receipt of the Total Settlement Amount from the Defendant	Deadline for payments to Plaintiff's Counsel for litigation costs and expenses and awarded attorneys' fees, Enhancement Award to the Class Representative, and the payment to the LWDA
45 calendar days of the Settlement Effective Date	Deadline for settlement checks to be mailed to Settlement Class Members
90 calendar days after issuance of settlement checks	Uncashed checks are voided
6 months after mailing of settlement checks	Uncashed checks shall be entirely distributed to the Department of Industrial Relations Labor Code § 96.7 Unpaid Wage Fund

MISCELLANEOUS PROVISIONS

77. Advice of Counsel. The Parties enter into this Settlement Agreement being represented by competent counsel, and they have had an opportunity to consult with counsel. The Parties agree that this Settlement Agreement reflects their good faith compromise of the claims raised in this action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel.

78. Parties' Authority. The signatories hereby represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties to the terms and conditions of this Settlement Agreement.

79. Mutual Full Cooperation. The Parties agree to cooperate fully with each other to accomplish the terms of this Settlement Agreement, including but not limited to, executing such documents and taking such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties further agree to cooperate fully and make use their best efforts to obtain the Court's preliminary and final approval of this Settlement Agreement and all the terms herein.

80. Miscellaneous Attorney's Fees. Except as provided in Paragraph 52(a) of this Settlement Agreement, the Parties shall bear their own attorneys' fees, costs and expenses incurred in the prosecution, defense and settlement of the Action.

81. Notices. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Class Counsel

Brent Buchsbaum

Laurel Haag

Law Offices of Buchsbaum & Haag LLP

100 Oceangate, Suite 1200

Long Beach, California 90802

Tel: (562) 733-2498

Fax: (562) 628-5501

To Defendant's Counsel

Jonathan Fraser Light

Brier M. Setlur

Kathleen M. Fellows

LightGabler

760 Paseo Camarillo, Ste 300

Camarillo, CA 93010

Tel: (805) 248-7208

Fax: (805) 248-7209

82. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms-length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his, her or its counsel participated in the drafting of this Settlement Agreement.

83. Entire Agreement. This Agreement constitutes the entire and integrated agreement between the Parties with respect to the settlement of the Action, and all other

prior and contemporaneous agreements, representations, warranties, or understandings of the parties are superseded and merged into this Agreement.

84. No Prior Assignments. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, and successors. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

85. Class Signatories. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each member of the Class execute this Settlement Agreement. The Notice Packets shall advise all Class Members of the binding nature of the release and the Court's judgment, upon its entry, shall have the same force and effect as if this Settlement Agreement were executed by each Class Member.

86. Changes in Hearing Dates. In the event a hearing date is changed, notice need not be provided to the Settlement Class by mail or on any other individual basis. The Class Notices will advise the Settlement Class that hearing dates can change without formal notice to them and that they should periodically check the general website of the Court to determine if any date or event has changed.

87. Execution in Counterparts. This Settlement Agreement may be signed in one or more counterparts, including by copies transmitted via facsimile or electronic delivery. Upon a Party's execution of a counterpart, that counterpart shall be deemed an original, and all signed counterparts shall together constitute one Settlement Agreement. A facsimile signature shall have the same force and effect as the original signature, if and only if it is transmitted from counsel for one party to the other. Such transmissions shall be interpreted as verification by the transmitting counsel that the signature is genuine and that the party signing has authorized and reviewed the agreement. All executed copies of this Settlement Agreement and copies thereof shall have the same force and effect and shall be as legally binding and enforceable as the original.

88. Confidentiality.

- (a) The terms of the Settlement shall remain confidential, except as to the Parties, until the filing of the Motion for Preliminary Approval, but the Parties will be able to disclose to the Court, when and as necessary before Preliminary Approval, that they have reached agreement in principle, subject to completion of a final Agreement and Court approval; and after such disclosure is made to the Court, all Parties may disclose the same information to others, subject to the further provisions and restrictions in this Agreement.

- 1 (b) Any documents filed with the Court, including this Settlement
2 Agreement, or the contents thereof, shall not be deemed confidential as of
3 the filing of such documents.
- 4 (c) The Parties and their counsel will not initiate public relations or media
5 inquiries about the Settlement; however, the Parties' counsel may
6 announce the Court's failure to approve of the settlement (if applicable)
7 for the purpose of communicating with Class Members regarding the
8 Settlement until Final Approval of the Settlement is given.

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89. Governing Law. This Settlement Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of California.

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IT IS SO AGREED:

Dated: By: _____
Terry Samuels
Plaintiff

Dated: STAR ALLIANCE SECURITY, INC.

By: _____
Sarik Kadri
Its: _____

APPROVED AS TO FORM AND CONTENT

Dated: BUCHSBAUM & HAAG LLP

By: _____
Brent S. Buchsbaum
Laurel N. Haag
Attorney for Plaintiff and the Class

Dated: LIGHT GABLER

By: _____
Jonathan Fraser Light
Brier M. Setlur
Kathleen M. Fellows
Attorney for Defendant,
Star Alliance Security, Inc.