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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

**JOINT STIPULATION AND CLASS ACTION
SETTLEMENT AGREEMENT**

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

JOINT STIPULATION AND CLASS ACTION SETTLEMENT AGREEMENT

This JOINT STIPULATION AND CLASS ACTION 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. "Court" means the Los Angeles County Superior Court – Spring Street Courthouse.

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

12. "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.

13. "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.

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

15. "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.

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

17. "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.

18. "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.

19. "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.

20. "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.

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

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

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

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

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

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

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

24 28. “Released Claims” means the specific claims set forth in Paragraph 31 of this
25 Settlement Agreement that Participating Class Members release against the Released Parties,
26 pursuant to Paragraph 50-51 of this Settlement Agreement.

27 29. “Released Parties” means Defendant Star Alliance Security, Inc. and all of its
28 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.

 30. “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.

 31. “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

1 in the Action or (2) arise out of the facts, matters, transactions or occurrences set forth in the
2 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:

- 3 (a) meal period violations pursuant to Cal. Labor Code § 512, § 226.7
4 respectively and any applicable IWC Wage Orders;
- 5 (b) rest break violations pursuant to Cal. Labor Code § 226.7 and any
6 applicable IWC Wage Orders;
- 7 (c) record-keeping violations pursuant to Cal. Labor Code §§ 1174, 1198,
8 and the application California Code of Regulations;
- 9 (d) failure to issue accurate itemized wage statements pursuant to Cal. Labor
10 Code § 226 and § 1774 and statutory penalties pursuant to Cal. Labor
11 Code § 226(e);
- 12 (e) unpaid wages pursuant to Cal. Labor Code §§ 201- 204, 218.5, 218.6,
13 223, 1194, 1194.2, and any applicable IWC Wage Order;
- 14 (f) unpaid overtime and minimum wages pursuant to Cal. Labor Code §§
15 510, 1194, 1198, and any applicable IWC Wage Order;
- 16 (g) waiting time penalties pursuant to Cal. Labor Code § 201 - 203;
- 17 (h) business expenses pursuant to Cal. Labor Code § 2802;
- 18 (i) restitution for unpaid wages pursuant to Bus. & Prof. Code § 17200 *et*
19 *seq.*; and
- 20 (j) PAGA penalties pursuant to Labor Code §§ 2698 - 2699 *et seq.* in
21 connection with the above claims. The PAGA Period for the purpose of
22 this claim is November 13, 2018 through the date of Preliminary
23 Approval of this Settlement.

19 "Settled Claims" includes all types of relief that were or could have been made in the Action
20 including, without limitation, any claims for damages, owed reimbursement, restitution, losses,
21 penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief,
22 declaratory relief, charge backs, or liquidated damages. "Settled Claims" also includes an
23 express waiver of all benefits under section 1542 of the California Civil Code as to the Settled
Claims. 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.

24 32. "Settlement Administrator" means Phoenix Class Action Administration
Solutions.

25 33. "Settlement Agreement" means this Joint Stipulation and Class Action
26 Settlement Agreement and all of its attachments and exhibits.

27 34. "Settlement Class Members" shall include (a) Named Plaintiff and (b) all Class
28 Members, other than those who submit a valid, timely Request for Exclusion.

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

3 42. By entering into this Settlement, Defendant admits no liability or wrongdoing,
4 and explicitly denies any liability or wrongdoing of any kind associated with the claims alleged
5 in the Action. Defendant contends, among other things, that it has always complied with the
6 California Labor Code, the Industrial Welfare Commission Wage Orders, and the California
7 Business and Professions Code. This Settlement shall not constitute an admission by Defendants
8 as to any interpretation of applicable law or as to the merits, validity, or accuracy of any of the
9 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.

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

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

14 45. For purposes of this Settlement only, Defendants do not dispute Plaintiff's
15 contention that there is sufficient evidence to support the requisites for class certification. The
16 Parties agree that certification for purposes of the Settlement is in no way an admission that
17 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::

18 45.1 There were approximately 88 Class Members through May 2020, which is so
19 numerous as to make it impractical to join all Settlement Class Members;

20 45.2 The Settlement Class is ascertainable from Defendants' records;

21 45.3 Common questions of law and fact exist;

22 45.4 The Claims of the Class Representative are typical of the claims of the Class
23 Members and the Class Representative is an adequate representative of the
class and should be appointed as such;

24 45.5 Plaintiff and the Law Offices of Buchsbaum & Haag, LLP are adequate to
25 represent the Settlement Class and should be appointed as the Class
Representative and Class Counsel, respectively;

26 45.6 The prosecution of separate actions by individual members of the Settlement
27 Class would create the risk of inconsistent or varying adjudications, which
28 could establish incompatible standards of conduct;

45.7 Questions of law and fact common to the members of the Class predominate over question

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

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

TERMS AND CONDITIONS OF SETTLEMENT

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

48. **No Admission of Liability.** The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, that it violated any federal, state, or local law; violated any regulations or guidelines 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

1 the event the Settlement is not fully and finally approved as set forth herein. In the event that
2 this Agreement is not approved by the Court, fails to become effective, or is reversed,
3 withdrawn or modified by the Court or any other court with jurisdiction over the Action, the
4 Agreement shall become null and void ab initio and shall have no bearing on, and shall not be
5 admissible in connection with, further proceedings in this Action.

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

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

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

24 50. Release of Claims. As of the Final Approval Date, Named Plaintiff and all
25 Settlement Class Members, except for those who file a timely Request for Exclusion, hereby do
26 and shall be deemed to have fully, finally, and forever released, settled, compromised,
27 relinquished and discharged any and all of the Released Parties of and from any and all Settled
28 Claims.

a. This release by Named Plaintiff and each such Settlement Class Member
is intended to settle any and all of the Settled Claims, including all Unknown
Claims. Therefore, as to the Settled Claims only, Named Plaintiff and each such
Settlement Class Member waive any and all rights conferred upon them under
Section 1542 of the California Civil Code, which provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
WHICH 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.**

b. In giving this release, Named Plaintiff and such Settlement Class Members acknowledge that they are aware that facts may be discovered in addition to or different from those which they now know or believe to be true with respect to the subject matter of the release, but that they intend to, and by participating in this Settlement fully, finally, and forever settle and release any and all Released Parties from any and all Settled Claims without regard to the subsequent discovery or existence of such additional or different facts.

c. As of the entry and filing of the Final Judgment, Named Plaintiff, and such Settlement Class Members, and all successors in interest, shall be permanently enjoined and forever barred from prosecuting any and all Settled Claims released pursuant to this Paragraph against the Released Parties. Thus, subject to and in accordance with this Agreement, even if Named Plaintiff and Settlement Class Members may hereafter discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of the Settled Claims, they shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever settled and released any and all Settled Claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent. The release of all Settled Claims extends to such claims that are concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future. The release of all Settled Claims further extends to and includes any such claims, whether the conduct is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

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.

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

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

**A GENERAL RELEASE DOES NOT EXTEND TO
CLAIMS WHICH 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.**

In giving this release, Plaintiff acknowledges that he is aware that facts may be discovered in addition to or different from those which they now know or believe to be true with 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.

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

1 with the approval of Class Counsel, and he expressly and voluntarily waives his right to
2 consider the release of this Section 2 any remaining portion of that 21-day period.

3 Revocation of Agreement. Named Plaintiff understands that, after executing this
4 Stipulation, he has the right to revoke it within seven days after execution. Each Named Plaintiff
5 understands that this Stipulation will not become effective and enforceable unless and until the
6 seven-day revocation period has passed. The release provided for in this Section 2 by each
7 Named Plaintiff shall become effective and enforceable as of the Effective Date of this
8 Stipulation provided that the Effective Date of this Stipulation occurs after the seven-day
9 revocation period has expired.

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

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

- 25 a. Attorney's Fees and Litigation Costs. Subject to Court approval of
26 Plaintiff's application for attorney's fees and litigation costs, the
27 Settlement Administrator shall pay Class Counsel's actual litigation costs
28 and expenses up to a maximum amount of Two Thousand Five Hundred
Dollars (\$2,500.00), and an additional amount up to one-third of the Total
Settlement Amount, or Thirteen Thousand Three Hundred Dollars
(\$13,300.00) for Class Counsel's attorney's fees. Any fees and costs
awarded by the Court shall be paid to Class Counsel from the Total
Settlement Amount and shall not constitute payment to any Class
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.

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

54. 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 Department of Industrial Relations Labor Code § 96.7 Unpaid Wage Funds set forth in Paragraph 64 (c) of this Settlement Agreement.

55. Calculation of Individual 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.

56. 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.

57. 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.

58. 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 distribution to Settlement Class Members.

59. 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.

1 60. Class Member Request for Exclusion. All Class Members are automatically
2 deemed Settlement Class Members unless the Class Member submits to the Settlement
3 Administrator a Request for Exclusion that is postmarked no later than the Notice Response
4 Deadline. The Request for Exclusion must include the Class Member's name, address, last four
5 digits of his or her Social Security number, and a written statement expressing desire for
6 exclusion. Class Members may rescind a validly submitted Request for Exclusion by submitting
7 to the Settlement Administrator no later than five (5) calendar days before the Final Approval
8 Hearing a written statement expressing the Class Member's intent to rescind the Request for
9 Exclusion.

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

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

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

29 64. Uncashed Settlement Checks of Settlement Class Members

- 30 a. Settlement Class Members shall have 180 calendar days after mailing by
31 the Settlement Administrator to cash their settlement checks. Any check
32 that is not cashed within 180 calendar days shall become void and subject
33 to a stop payment order.
- 34 b. Any Settlement Class Members who fail to cash their settlement checks
35 within 180 calendar days shall be deemed to have waived irrevocably any
36 right or claim to a monetary award or payment under this Settlement
37 Agreement, but will still be fully bound by the Final Judgment and
38 Releases as set forth in this Settlement Agreement.
- 39 c. No later than 6 months after the Settlement Effective Date, uncashed
40 checks shall be entirely distributed to the Department of Industrial
41 Relations Labor Code § 96.7 Unpaid Wage Fund in the name of each

1 respective Settlement Class Member, which will provide Settlement Class
2 Members who fail to cash their settlement check an opportunity to obtain
3 their settlement payment.

4 65. Tax Treatment of Net Settlement Amount Distributions. Individual settlement
5 payments shall be characterized as thirty-three and one third (33 1/3) percent wages, thirty-three
6 and one third (33 1/3) percent penalties, and thirty three and one third (33 1/3) percent interest.
7 Wage payments shall be treated as 1099 income. Each putative class member's gross settlement
8 award will be reported on a 1099 Form that will be sent to the Class Member by the Settlement
9 Administrator for the tax year 2020.

10 66. Settlement Administration and Notice Packet Procedures

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

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

22 c. Mailing of Notice Packets.

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

32 ii. Initial Mailing. Within 20 calendar days after receipt of the Class
33 List, the Settlement Administrator shall send to the last known
34 address or updated address of each Class Member via First-Class
35 U.S. Mail a Notice Packet consisting of the following:

1. a Class Notice, in a format approved by the Court, that
 contains information on the Action and this Settlement
 Agreement, and instructions on how a Class Member can
 object to the Settlement Share calculation set forth in the
 Share Form;

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- 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.

67. 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;
 - v. Dismissing the Action with prejudice; and
 - vi. 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 forgoing, 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.

68. 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

69. 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.

70. 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.

71. 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.

72. 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.

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

5 **To Class Counsel**

6 Brent Buchsbaum

7 Laurel Haag

8 Law Offices of Buchsbaum & Haag LLP

9 100 Oceangate, Suite 1200

10 Long Beach, California 90802

11 Tel: (562) 733-2498

12 Fax: (562) 628-5501

13 **To Defendant's Counsel**

14 Jonathan Fraser Light

15 Brier M. Setlur

16 Kathleen M. Fellows

17 LightGabler

18 760 Paseo Camarillo, Ste 300

19 Camarillo, CA 93010

20 Tel: (805) 248-7208

21 Fax: (805) 248-7209

22 74. **Captions and Interpretations.** Paragraph titles or captions contained herein are
23 inserted as a matter of convenience and for reference, and in no way define, limit, extend or
24 describe the scope of this Settlement Agreement or any provision hereof. Each term of this
25 Settlement Agreement is contractual and not merely a recital. The Parties hereto agree that the
26 terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms-
27 length negotiations between the Parties and that this Settlement Agreement shall not be
28 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.

29 75. **Entire Agreement.** This Agreement constitutes the entire and integrated
30 agreement between the Parties with respect to the settlement of the Action, and all other prior
31 and contemporaneous agreements, representations, warranties, or understandings of the parties
32 are superseded and merged into this Agreement.

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

39 77. **Class Signatories.** It is agreed that because the members of the Class are so
40 numerous, it is impossible or impractical to have each member of the Class execute this

1 Settlement Agreement. The Notice Packets shall advise all Class Members of the binding nature
2 of the release and the Court's judgment, upon its entry, shall have the same force and effect as if
3 this Settlement Agreement were executed by each Class Member.

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

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

19 80. Confidentiality.

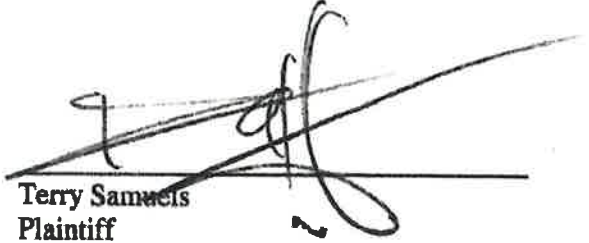
- 20 (a) The terms of the Settlement shall remain confidential, except as to the
21 Parties, until the filing of the Motion for Preliminary Approval, but the
22 Parties will be able to disclose to the Court, when and as necessary before
23 Preliminary Approval, that they have reached agreement in principle,
24 subject to completion of a final Agreement and Court approval; and after
25 such disclosure is made to the Court, all Parties may disclose the same
26 information to others, subject to the further provisions and restrictions in
27 this Agreement.
- 28 (b) Any documents filed with the Court, including this Settlement
Agreement, or the contents thereof, shall not be deemed confidential as of
the filing of such documents.
- (c) The Parties and their counsel will not initiate public relations or media
inquiries about the Settlement; however, the Parties' counsel may
announce the Court's failure to approve of the settlement (if applicable)
for the purpose of communicating with Class Members regarding the
Settlement until Final Approval of the Settlement is given.

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

BUCHSBAUM & HAAG, LLP
100 ORANGEGATE, SUITE 1200
LONG BEACH, CALIFORNIA 90802

1 IT IS SO AGREED:

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3 Dated: 10/01/2020

4 By: 
Terry Samuels
Plaintiff

5
6 Dated:

STAR ALLIANCE SECURITY, INC.

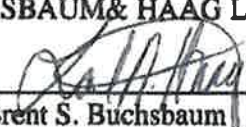
7
8 By: _____
Sarik Kadri

9 Its: _____

10 APPROVED AS TO FORM AND CONTENT

11
12 Dated: 10/2/2020

BUCHSBAUM & HAAG LLP

13
14 By: 
Brent S. Buchsbaum
Laurel N. Haag
Attorney for Plaintiff and the Class

15
16 Dated: November 3, 2020

LIGHT GABLER

17
18 By: 
Jonatha Fraser Light
Brier M. Setlur
Kathleen M. Fellows
Attorney for Defendant,
Star Alliance Security, Inc.

1 IT IS SO AGREED:

2
3 Dated:

By: _____

Terry Samuels
Plaintiff

4
5
6 Dated: 11/3/2020

STAR ALLIANCE SECURITY, INC.

7
8 By: _____

Sarik Kadri

9 Its: OPERATIONS MANAGER

10
11 APPROVED AS TO FORM AND CONTENT

12 Dated:

BUCHSBAUM & HAAG LLP

13
14 By: _____

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

15
16 Dated:

LIGHT GABLER

17
18 By: _____

19 Jonathan Fraser Light
20 Brier M. Setlur
21 Kathleen M. Fellows
22 Attorney for Defendant,
23 Star Alliance Security, Inc.