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Attorney for Plaintiff,
Monet Sterling, on behalf of herself and
all others similarly situated and aggrieved employees

Additional Counsel Listed on Next Page

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT

MONET STERLING, on behalf of herself
and all others similarly situated, and on
behalf of the general public,

Plaintiff,

vs.

G4S SECURE SOLUTIONS (USA) INC., a
Florida Corporation and DOES 1 to 10,
inclusive,

Defendants.

) CASE NO. BC 722270
)
) Judge: Mel Red Recana
) Dept.: 45

) Complaint filed: 9/17/2018
) Trial Date: 03/15/2021

) **CLASS ACTION SETTLEMENT**
) **AGREEMENT**

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15 Attorneys for Plaintiffs

CLASS ACTION SETTLEMENT AGREEMENT

IT IS HEREBY STIPULATED, by and among Plaintiffs Monet Sterling and Chanell Michaels, on behalf of themselves and the Settlement Class Members on the one hand, and Defendant G4S Secure Solutions (USA) Inc. (“Defendant”), on the other hand, subject to the approval of the Court, that the Action is hereby being compromised and settled pursuant to the terms and conditions set forth in this Class Action Settlement Agreement (“Agreement”), and subject to the definitions, recitals and terms set forth herein, which by this reference become an integral part of this Agreement.

DEFINITIONS

1. “Action” means the matters of *Monet Sterling v. G4S Secure Solutions (USA) Inc.* (case no. BC 722270, filed on September 17, 2018, in Los Angeles County Superior Court).
2. “Class Counsel” means Otkupman Law Firm, A Law Corporation, The Bainer Law Firm, and James Hawkins, APC.
3. “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and resolution of this Action, and actual expenses and costs incurred in connection with the Action paid from the Gross Settlement Amount.
4. “Class Information” means information regarding Settlement Class Members that Defendant will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Settlement Class Member’s full name; last known address; last known home telephone number; Social Security Number; start date of employment; end date of employment; and Total Hours Worked during the Class Period.
5. “Class Period” means the period from November 27, 2015 through the date of entry of the order granting preliminary approval of this Settlement.
6. “Class Representative Enhancement Awards” means the amount that the Court authorizes to be paid to Plaintiffs, in addition to their Individual Settlement Payments, in recognition of their effort and risk in assisting with the prosecution of the Action.

7. “Court” means the Los Angeles County Superior Court (or any other court with proper jurisdiction)

8. “Defendant” means G4S Secure Solutions (USA) Inc.

9. “Defense Counsel” means Gordon Rees Scully Mansukhani, LLP.

10. “Effective Date” means either (a) the date sixty (60) days after the entry of the Final Judgment and order finally approving the Settlement, if no motions for reconsideration and no appeals or other efforts to obtain review have been filed, or (b) in the event that a motion for reconsideration, an appeal or other effort to obtain review of the Final Judgment and order finally approving the Settlement, the date sixty (60) days after such reconsideration, appeal or review has been finally concluded and is no longer subject to review, whether by appeal, petition for rehearing, petition for review or otherwise.

11. “Gross Settlement Amount” means Three Million Five Hundred Thousand Dollars (\$3,500,000.00).

12. “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Settlement Class Member who does not request to be excluded from this Settlement.

13. “Net Settlement Amount” means the Gross Settlement Amount, less Class Counsel Award, Class Representative Enhancement Awards, PAGA Payment, and Settlement Administrator Costs.

14. “Notice” means the Notice of Pendency of Class Action Settlement (substantially in the form attached as **Exhibit 1**).

15. “PAGA” means California Private Attorneys General Act.

16. “PAGA Payment” means a payment made to the California Labor and Workforce Development Agency in exchange for the release of claims under the Private Attorneys General Act of 2004.

17. “Parties” means Plaintiffs and Defendant, collectively, and “Party” shall mean either Plaintiff or Defendant.

18. “Payment Ratio” means the respective Total Hours Worked for each Settlement Class Member divided by the sum of Total Hours Worked for all Settlement Class Members.

19. “Plaintiffs” mean Monet Sterling and Chanell Michaels.

20. “Released Claims” means any and all known and unknown claims, losses, damages, liquidated damages, penalties, interest, liabilities, causes of action, civil complaints, arbitration demands or suits which arise from the facts asserted in the Action, including, without limitation to, all claims under the California Labor Code as alleged in the Action for violations of meal periods, rest breaks, unpaid overtime, minimum, and reporting time wages, timely payment of all wages, wage statements, waiting time penalties, recordkeeping, suitable seating, expense reimbursement, penalties under the Private Attorneys General Act §§ 2698, *et seq.* (“PAGA”), and violations of California Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*) or for other remuneration whether sought under statute, tort, contract, as an unfair business practice, or otherwise.

21. “Released Parties” means Defendant and any parent, subsidiary, affiliate, predecessor or successor, and all agents, employees (current and former), officers, directors, insurers, and attorneys of Defendant.

22. “Response Deadline” means the date thirty (30) days after the Settlement Administrator mails the Notice to Settlement Class Members and the last date on which Settlement Class Members may postmark written requests for exclusion or a Notice of Objection to the Settlement.

23. “Settlement” means the disposition of the Action pursuant to this Agreement.

24. “Settlement Administration Costs” means the amount to be paid to the Settlement Administrator from the Gross Settlement Amount for administration of this Settlement.

25. “Settlement Administrator” means Phoenix Settlement Administrators.

26. “Settlement Class Members” means all current and former non-exempt employees of Defendant within the State of California at any time during the Class Period. The Settlement Class shall exclude any individuals who did not opt-out of the *David Arteaga*

1 v. *G4S Secure Solutions (USA) Inc.* (Alameda County Superior Court, case no. RG17859072)
2 class action settlement and whose last date of employment with G4S Secure Solutions (USA)
3 Inc. was on or before March 3, 2018.

4 27. “Total Hours Worked” means the number of hours worked by Settlement Class
5 Members during the Class Period.

6 **RECITALS**

7 28. Class Certification. The Parties stipulate and agree to the certification of this
8 Action for purposes of this Settlement only. Should the Settlement not become final and
9 effective as herein provided, class certification shall immediately be set aside and the
10 Settlement Class immediately decertified. The Parties’ willingness to stipulate to class
11 certification as part of the Settlement shall have no bearing on, and shall not be admissible in
12 or considered in connection with, the issue of whether a class should be certified in a non-
13 settlement context in this Action and shall have no bearing on, and shall not be admissible or
14 considered in connection with, the issue of whether a class should be certified in any other
15 lawsuit.

16 29. Procedural History. On September 17, 2018, Plaintiff Sterling filed a
17 representative action under PAGA against Defendant for various wage and hour violations.
18 Following an exchange of formal discovery, informal discovery, and mediation data to assess
19 potential representative and class-wide damages, the Parties participated in a private mediation
20 with mediator Jeff Krivis on August 18, 2020. The Parties reached an agreement as to all
21 material terms for this Settlement at the conclusion of the mediation session. Per the Parties
22 agreement at mediation, Plaintiff Sterling served an amended notice under PAGA to
23 Defendant and the Labor and Workforce Development Agency. Subsequently, on October 8,
24 2020, Plaintiff Sterling filed a stipulation for leave to file a First Amended Complaint to allege
25 class claims and seek penalties under PAGA. On April 24, 2020, Plaintiff Chanell Michaels
26 filed a PAGA Complaint alleging claims against Defendant. (case no. 20STCV15986, filed on
27 April 24, 2020, in Los Angeles County Superior Court). That Plaintiff Michaels’ separate
28 PAGA Action shall be dismissed upon preliminary approval of this Settlement.

1 **TERMS OF AGREEMENT**

2 30. Release As To All Class Members. As of the Effective Date, Plaintiffs and the
3 Settlement Class Members who are not excluded from this Settlement, on behalf of themselves
4 and each of their heirs, representatives, successors, assigns and attorneys, hereby release
5 Defendant and Released Parties from the Released Claims as consideration for Defendant's
6 payment of the Gross Settlement Amount.

7 31. Plaintiffs' Individual Release. Additionally, Plaintiffs, on behalf of themselves
8 and each of her heirs, representatives, successors, and assigns, stipulates and agrees to release
9 Defendant and the Released Parties from all claims, demands, rights, liabilities and causes of
10 action of every nature and description whatsoever, known or unknown, asserted or that might
11 have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule
12 or regulation arising out of, relating to, or in connection with any act or omission by or on the
13 part of any of the Released Parties committed or omitted prior to the execution hereof.
14 Plaintiffs stipulate and agree that they expressly waive and relinquish, to the fullest extent
15 permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil
16 Code, or any comparable provision under federal or state law, which provides:

17 **A general release does not extend to claims which the creditor**
18 **or releasing party does not know or suspect to exist in his or her**
19 **favor at the time of executing the release, which if known by him**
20 **or her must have materially affected his or her settlement with**
21 **the debtor or released party.**

22 Plaintiffs may hereafter discover facts in addition to or different from those they now
23 know or believe to be true with respect to the subject matter of any claims, but shall be
24 deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled
25 and released any and all claims, whether known or unknown, suspected or unsuspected,
26 contingent or non-contingent, which now exist, or heretofore have existed, upon any theory of
27 law or equity now existing or coming into existence in the future, including, but not limited to,
28 conduct that 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.

1 32. Tax Liability. The Parties make no representations as to the tax treatment or
2 legal effect of the payments called for hereunder, and Settlement Class Members are not
3 relying on any statement or representation by the Parties in this regard. Settlement Class
4 Members understand and agree that they will be responsible for the payment of any employee-
5 side taxes, interest, and penalties assessed on the payments described herein.

6 33. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this
7 section, the “Acknowledging Party” and each Party to this Agreement other than the
8 Acknowledging Party, an “Other Party”) acknowledges and agrees that (1) no provision of this
9 Agreement, and no written communication or disclosure between or among the Parties or their
10 attorneys and other advisers, is or was intended to be, nor shall any such communication or
11 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of
12 United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the
13 Acknowledging Party (a) has relied exclusively upon his, her or its own, independent legal and
14 tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not
15 entered into this Agreement based upon the recommendation of any other party or any attorney
16 or advisor to any Other Party, and (c) is not entitled to rely upon any communication or
17 disclosure by any attorney or adviser to any Other Party to avoid any tax penalty that may be
18 imposed on the Acknowledging Party; and (3) no attorney or adviser to any Other Party has
19 imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax
20 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
21 Acknowledging Party of the tax treatment or tax structure of any transaction, including any
22 transaction contemplated by this Agreement.

23 34. Notice and Preliminary Approval of Settlement. As part of this Settlement,
24 Plaintiffs will request that the Court: (a) grant preliminary approval of the Settlement, (b)
25 certify a Settlement Class, (c) approve notice to Settlement Class Members of the Settlement,
26 and (d) grant final approval of the Settlement. Plaintiffs shall request a hearing before the
27 Court to obtain preliminary approval of the Settlement. In conjunction with the hearing,
28

1 Plaintiffs will submit this Agreement, which sets forth the terms of this Settlement, and will
2 include a proposed Notice, as necessary to implement the Settlement.

3 35. Settlement Administration. Within twenty-one (21) calendar days after the
4 Court grants preliminary approval of this Agreement, Defendant shall provide the Settlement
5 Administrator with the Class Information for purposes of mailing the Notice to Settlement
6 Class Members.

7 a. Notice By First Class U.S. Mail with Business Reply Mail Postage.

8 Upon receipt of the Class Information, the Settlement Administrator will
9 perform a search based on the National Change of Address Database to update
10 and correct any known or identifiable address changes. Within ten (10) business
11 days after receiving the Class Information from Defendant as provided herein,
12 the Settlement Administrator shall mail copies of the Notice to all Settlement
13 Class Members via regular First Class U.S. Mail. The Settlement Administrator
14 shall exercise its best judgment to determine the current mailing address for each
15 Settlement Class Member. The address identified by the Settlement
16 Administrator as the current mailing address shall be presumed to be the best
17 mailing address for each Settlement Class Member.

18 i. Undeliverable Notices. Any Notice returned to the Settlement
19 Administrator as non-delivered on or before the Response Deadline shall
20 be re-mailed to the forwarding address affixed thereto. If no forwarding
21 address is provided, the Settlement Administrator shall promptly attempt to
22 determine a correct address by use of skip-tracing, or other search using the
23 name, address and/or Social Security number of the respective Settlement
24 Class Member, and shall then perform a re-mailing, if another mailing
25 address is identified by the Settlement Administrator. If a Settlement Class
26 Member's Notice is returned to the Settlement Administrator more than
27 once as non-deliverable on or before the Response Deadline, then an
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1 additional Notice need not be re-mailed and the Settlement Class Member
2 is deemed to have received Notice.

3 b. No Claim Form Necessary. All Settlement Class Members who do not
4 request to be excluded from the Settlement will receive Individual Settlement
5 Payments from the Net Settlement Amount; submission of a claim form is not
6 necessary to receive an Individual Settlement Payment. Estimated Individual
7 Settlement Payments will be stated in the Notice.

8 i. Disputes Regarding Individual Settlement Payments. Settlement
9 Class Members will have the opportunity, should they disagree with
10 Defendant's records regarding their employment dates or Total Hours
11 Worked, to provide documentation and/or an explanation to correct the
12 information and seek modification of their estimated Individual Settlement
13 Payments. If there is a dispute, the Settlement Administrator will consult
14 with the Parties to determine whether an adjustment is warranted. The
15 Settlement Administrator shall determine the eligibility for, and the
16 amounts of, any Individual Settlement Payments under the terms of this
17 Agreement. The Settlement Administrator's determination of the
18 eligibility for and amount of any Individual Settlement Payment shall be
19 final and binding upon the Settlement Class Members and the Parties.

20 ii. Disputes Regarding Administration of Settlement. Any disputes
21 not resolved concerning the administration of the Settlement will be
22 resolved by the Court, under the laws of the State of California. Prior to
23 any such involvement of the Court, counsel for the Parties will confer in
24 good faith to resolve the disputes without the necessity of involving the
25 Court.

26 c. Exclusions. The Notice shall state that Settlement Class Members who
27 wish to exclude themselves from the Settlement must submit a written request
28 for exclusion by the Response Deadline. The written request for exclusion:

(1) must contain the name, address, telephone number and the last four digits of the Social Security number and/or the Employee ID number of the person requesting exclusion, (2) must be signed by the Settlement Class Member; (3) must be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address; and (4) must describe the Settlement Class Member's intent to request exclusion, opt out, or words to that effect. If a signed request for exclusion is not timely submitted stating the name and address of the Settlement Class Member, it will not be deemed valid for exclusion from this Settlement. The date of the postmark on the return mailing envelope of the request for exclusion shall be the exclusive means used to determine whether the request for exclusion was timely submitted. Any Settlement Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon. Settlement Class Members who fail to submit a valid and timely written request for exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any Judgment entered in this Action, if the Settlement is finally approved by the Court.

i. No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for Defendant only with a complete list of all Settlement Class Members who have timely submitted written requests for exclusion. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Settlement Class to submit requests for exclusion from the Settlement.

ii. No later than thirty (30) calendar days after the Response Deadline, the Settlement Administrator will provide Defendant with an

accounting of all payments and awards payable from the Gross Settlement Amount.

d. Objections. The Notice shall state that Settlement Class Members who wish to object to the Settlement may mail to the Settlement Administrator a written statement of objection (“Notice of Objection”) by the Response Deadline. The date of the postmark on the return envelope shall be the exclusive means for determining that a Notice of Objection was timely submitted. The Notice of Objection must be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class Member; (2) the last four digits of the Settlement Class Member’s Social Security number and/or the Employee ID number; and (3) the basis for the objection. Class Counsel shall include all objections received and Plaintiff’s response(s) with Plaintiffs’ motion for final approval of the Settlement. Settlement Class Members who submit a timely Notice of Objection will have a right to have their objections heard at the Final Approval/Settlement Fairness Hearing. Class Counsel shall not represent any Settlement Class Members with respect to any such objections.

e. No Solicitation of Settlement Objections or Exclusions. The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to submit either Notices of Objection to the Settlement or requests for exclusion from the Settlement, or to appeal from the Court’s Final Judgment.

36. Funding and Allocation of Gross Settlement Amount. Within fifteen (15) business days after the Effective Date, Defendant shall provide the Gross Settlement Amount to the Settlement Administrator. Payments from the Gross Settlement Amount shall be made, as specified in this Agreement and approved by the Court, for: (1) Individual Settlement Payments to Settlement Class Members who do not request to be excluded, (2) Class Representative Enhancement Award, (3) Class Counsel Award, (4) PAGA Payment, and

(6) the Settlement Administration Costs. Defendant's employer-taxes on the wage portion of any Individual Settlement Payments will be paid separate and in addition to the Gross Settlement Amount by Defendant.

a. Individual Settlement Payments. Individual Settlement Payments will be paid from the Net Settlement Amount and shall be paid pursuant to the terms set forth herein. Individual Settlement Payments shall be mailed by regular First Class U.S. Mail to the respective Settlement Class Member's last known mailing address within fourteen (14) calendar days after Defendant provides funds to the Settlement Administrator for disbursement under this Agreement. Individual Settlement Payments will be allocated as follows: 25% as wages, 50% as penalties, and 25% as interest. Any checks issued to Settlement Class Members shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance.

i. Calculation of Individual Settlement Payments. Defendant will calculate the Total Hours Worked by each Settlement Class Member. The Settlement Administrator will divide the respective Total Hours Worked for each Settlement Class Member by the Total Hours Worked for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member. The Settlement Administrator will multiply each Settlement Class Member's Payment Ratio by the Net Settlement Amount to determine his or her Individual Settlement Payment. Each Individual Settlement Payment will be reduced by any legally mandated deductions (e.g., payroll taxes, etc.), as calculated by the Settlement Administrator. Defendant's share of payroll taxes and other required withholdings from Individual Settlement Payments, including but not limited to Defendant's FICA and FUTA contributions, shall be paid by Defendant in addition to the Gross Settlement Amount.

1 Settlement Class Members are not eligible to receive any compensation
2 under the Settlement other than Individual Settlement Payments.

3 b. Unpaid Cash Residue or Unclaimed/Abandoned Class Member Funds.

4 In accordance with California Rule of Civil Procedure section 384, any unpaid
5 cash residue or unclaimed or abandoned class member funds generally
6 attributable to California residents, plus any accrued interest that has not
7 otherwise been distributed pursuant to order of this Court, shall be transmitted to
8 Legal Aid At Work.

9 c. Class Representative Enhancement Awards. Subject to Court approval,
10 in exchange for the release of all Released Claims, a general release under
11 Section 1542 of the California Civil Code, and for their time and effort in
12 bringing and prosecuting this matter, Plaintiffs shall be paid up to Ten Thousand
13 Dollars (\$10,000.00) each, subject to Court approval. The Class Representative
14 Enhancement Awards shall be paid to Plaintiffs from the Gross Settlement
15 Amount no later than fourteen (14) calendar days after Defendant provides funds
16 to the Settlement Administrator for disbursement under this Agreement. Any
17 portion of the requested Class Representative Enhancement Awards that is not
18 awarded to the Class Representatives shall be part of the Net Settlement Amount
19 and shall be distributed to Settlement Class Members as provided in this
20 Agreement. The Settlement Administrator shall issue an IRS Form 1099 –
21 MISC to Plaintiffs for their Class Representative Enhancement Awards.
22 Plaintiffs shall be solely and legally responsible to pay any and all applicable
23 taxes on their Class Representative Enhancement Awards and shall hold
24 harmless Defendant and Released Parties from any claim or liability for taxes,
25 penalties, or interest arising as a result of the Class Representative Enhancement
26 Awards. The Class Representative Enhancement Awards shall be in addition to
27 the Plaintiffs' Individual Settlement Payments as a Settlement Class Members.
28

1 d. Class Counsel Award. Defendant agrees not to oppose or object to any
2 application or motion by Class Counsel for attorneys' fees not to exceed One
3 Million One Hundred Sixty Six Thousand Six Hundred and Sixty Six Dollars
4 (\$1,166,666) or 33% of the Gross Settlement Amount. Defendant further agrees
5 not to oppose any application or motion by Class Counsel for the reimbursement
6 of actual costs, subject to submission of records to the Court, associated with
7 Class Counsel's prosecution of this Action from the Gross Settlement Amount.
8 Any portion of the requested Class Counsel Award that is not awarded to Class
9 Counsel shall be part of the Net Settlement Amount and distributed to Settlement
10 Class Members as provided in this Agreement. So long as there are no
11 objections, Class Counsel shall be paid any Court-approved fees and costs no
12 later than fourteen (14) calendar days after Defendant provides funds to the
13 Settlement Administrator for disbursement under this Agreement. Class Counsel
14 shall be solely and legally responsible to pay all applicable taxes on the payment
15 made pursuant to this paragraph. The Settlement Administrator shall issue an
16 IRS Form 1099 – MISC to Class Counsel for the payments made pursuant to this
17 paragraph. This Settlement is not contingent upon the Court awarding Class
18 Counsel any particular amount in attorneys' fees and costs.

19 e. PAGA Payment. Fifty Thousand Dollars (\$50,000.00) shall be allocated
20 to the release of Plaintiffs' PAGA claim. From that allocation, the Settlement
21 Administrator shall make the PAGA Payment to the California Labor and
22 Workforce Development Agency in the amount of Thirty-Seven Thousand Five
23 Hundred Dollars (\$37,500.00). The PAGA Payment will be paid from the Gross
24 Settlement Amount within fourteen (14) calendar days after Defendant provides
25 funds to the Settlement Administrator for disbursement under this Agreement.
26 The remaining Twelve Thousand Five Hundred Dollars (\$12,500) of the amount
27 allocated to the release of Plaintiffs' PAGA claim shall be included as part of the
28

1 Net Settlement Amount for payment to Settlement Class Members who do not
2 request to be excluded from the Settlement.

3 f. Settlement Administration Costs. The Settlement Administrator shall be
4 paid for the costs of administration of the Settlement from the Gross Settlement
5 Amount. The approximate cost of administration for this Settlement is
6 \$50,000.00. The parties agree to use Phoenix Settlement Administrators as the
7 Settlement Administrator. The Settlement Administrator shall provide the Parties
8 with a declaration to support the cost of administration. The Settlement
9 Administrator shall be paid the Settlement Administration Costs no later than
10 fourteen (14) calendar days after Defendant provides funds to the Settlement
11 Administrator for disbursement under this Agreement. The Settlement
12 Administrator, on Defendant's behalf, shall have the authority and obligation to
13 make payments, credits and disbursements, including in the manner set forth
14 herein, to Settlement Class Members and the Internal Revenue Service,
15 calculated in accordance with the methodology set out in this Agreement and
16 orders of the Court.

17 i. The Parties agree to cooperate in the Settlement Administration
18 process and to make all reasonable efforts to control and minimize the
19 cost and expenses incurred in administration of the Settlement. The
20 Parties each represent they do not have any financial interest in the
21 Settlement Administrator or otherwise have a relationship with the
22 Settlement Administrator that could create a conflict of interest.

23 ii. The Settlement Administrator shall be responsible for:
24 processing and mailing payments to the Plaintiffs, Class Counsel,
25 Settlement Class Members, the Internal Revenue Service, the California
26 Labor and Workforce Development Agency, California State Treasury,
27 and the *cy pres*; printing and mailing the Notice to the Settlement Class
28 Members, as directed by the Court; receiving and reporting the requests

for exclusion and Notices of Objection submitted by Settlement Class Members; completing all tax reporting, withholdings, and payments to the Internal Revenue Service, including employer's share of payroll taxes; distributing all tax forms for payments under this Agreement; providing declaration(s) and reports as necessary in support of preliminary and final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform both before and after distribution of the Gross Settlement Amount. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities.

g. No person shall have any claim against Defendant, Defense Counsel, Plaintiffs, Settlement Class Members, Class Counsel or the Settlement Administrator based on distributions and payments made in accordance with this Agreement.

37. Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration of the Response Deadline, with the Court's permission, a Final Approval/Settlement Fairness Hearing shall be conducted to determine final approval of the Settlement along with the amount properly payable for (i) the Class Counsel Award, (ii) the Class Representative Enhancement Awards, (iii) Individual Settlement Payments, (iv) the Settlement Administration Cost, and (v) the PAGA Payment. Pursuant to California Rule of Court 3.769(h), after granting final approval, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment.

38. Option to Terminate Settlement. If more than five percent (5%) of all Settlement Class Members submit written requests for exclusion from the Settlement, Defendant shall have, in its sole discretion, the option to terminate this Settlement. In such case, Defense Counsel will notify Class Counsel of its decision to terminate the Settlement within twenty-one (21) calendar days following a final report by the Settlement Administrator of the number

of requests for exclusion. Further, to the extent Defendant has made any payments under this Agreement, all payments shall be fully refunded to Defendant, except that any fees already incurred by the Settlement Administrator shall be paid by Defendant, and the Parties shall proceed in all respects as though this Agreement had not been executed.

39. Nullification of Settlement Agreement. In the event: (i) the Court does not enter an order for preliminary approval; (ii) the Court does not enter an order for final approval; (iii) the Court does not enter a Final Judgment, (iv) the Effective Date is not triggered, or (v) the Settlement does not become final for any other reason, this Settlement Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In such case, Defendant shall not make any payment under this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid by the Parties in equal shares.

40. No Effect on Employee Benefits. Amounts paid to Plaintiffs or other Settlement Class Members pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the Plaintiffs or Settlement Class Members.

41. Publicity. Plaintiffs and Class Counsel agree not to file a press release regarding the settlement, respond to press/media inquiries regarding this Settlement prior to the Court granting Final Approval of the Settlement, or otherwise publicize the terms of this Settlement, except in Court filings. Plaintiffs will not disparage Defendant or its counsel. Plaintiffs will not speculate about the motivations behind the decision of Defendant to settle this Action. Defendant may, however, disclose the terms of this Settlement as it deems necessary prior to the Court granting Preliminary or Final Approval of Settlement.

42. No Admission By Defendant. Defendant denies any and all claims alleged in this Action and denies all wrongdoing whatsoever. This Agreement is not a concession or admission of any liability or wrongdoing by Defendant, and it shall not be used against

1 Defendant as an admission with respect to any claim of fault, concession or omission by
2 Defendant.

3 43. Exhibits and Headings. The terms of this Agreement include the terms set forth
4 in the attached exhibit, which is incorporated by this reference as though fully set forth herein.
5 The exhibit to this Agreement is an integral part of the Settlement; however, the terms of this
6 Agreement control in case of conflict. The descriptive headings of any paragraphs or sections
7 of this Agreement are inserted for convenience of reference only.

8 44. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the
9 Action, except such proceedings necessary to implement and complete the Settlement, pending
10 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

11 45. Amendment or Modification. This Agreement may be amended or modified
12 only by a written instrument signed by counsel for all Parties or their successors-in-interest.

13 46. Entire Agreement. This Agreement and the attached exhibit constitute the entire
14 Agreement among these Parties, and no oral or written representations, warranties or
15 inducements have been made to any Party concerning this Agreement or its exhibit other than
16 the representations, warranties and covenants contained and memorialized in the Agreement
17 and its exhibit.

18 47. Authorization to Enter Into Settlement Agreement. Counsel for the Parties
19 warrant and represent they are expressly authorized by the Party whom they each represent to
20 negotiate this Agreement and to take all appropriate actions required or permitted to be taken
21 by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
22 documents required to effectuate the terms of this Agreement. The Parties and their counsel
23 will cooperate with each other and use their best efforts to effect the implementation of the
24 Settlement. In the event the Parties are unable to reach an agreement on the form or content of
25 any document needed to implement the Settlement, or on any supplemental provisions that
26 may become necessary to effectuate the terms of this Settlement, the Parties may seek the
27 assistance of the Court to resolve such disagreement. The person signing this Agreement on
28 behalf of Defendant represents and warrants that he/she is authorized to sign this Agreement

on behalf of Defendant. The person signing this Agreement on behalf of Plaintiffs represents and warrants that he/she is authorized to sign this Agreement and that he/she has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

48. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

49. California Law Governs. All terms of this Agreement and the exhibit hereto shall be governed by and interpreted according to the laws of the State of California.

50. Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts together shall be deemed to be one and the same instrument.

51. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

52. Jurisdiction of the Court. In accordance with California Rule of Court 3.769(h), the Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

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///

53. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

PLAINTIFFS

Date: 3/15/2021

DocuSigned by:
Monet Sterling
0A3CEC44A843413...
Monet Sterling

Date: 3/15/2021

DocuSigned by:
Chanell Michaels
F8EDB4F5631148D...
Chanell Michaels

DEFENDANT

Date: _____

Michael J. Hogsten
Regional General Counsel - North America
Chief Compliance Officer
Senior Vice President
on behalf of Defendant
G4S Secure Solutions (USA) Inc.

[Signatures continue on following page.]

///
///
///

53. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

PLAINTIFFS

Date: _____

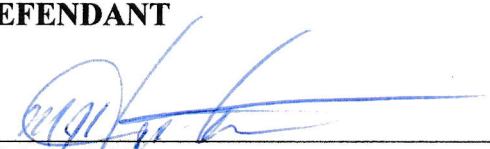
Monet Sterling

Date: _____

Chanell Michaels

DEFENDANT

Date: MARCH 22, 2021


Michael J. Hogsten
Regional General Counsel - North America
Chief Compliance Officer
Senior Vice President
on behalf of Defendant
G4S Secure Solutions (USA) Inc.

[Signatures continue on following page.]

///
///
///

Gordon Rees Scully Mansukhani, LLP
633 West Fifth Street, 52nd Floor
Los Angeles, CA 90071

APPROVED AS TO FORM:

CLASS COUNSEL

Otkupman Law Firm, A Law Corporation

Date: 3/23/2021

DocuSigned by:

Roman OTKUPman

3B92904873A3487...

Roman Otkupman

The Bainer Law Firm

Date:

Matthew Bainer

James Hawkins, APC

Date:

James Hawkins

DEFENDANT'S COUNSEL

Gordon Rees Scully Mansukhani, LLP

Date:

Stephen E. Ronk
Linh T. Hua

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 633 West Fifth Street, 52nd Floor
 Los Angeles, CA 90071

APPROVED AS TO FORM:

CLASS COUNSEL

Otkupman Law Firm, A Law Corporation

Date: _____

 Roman Otkupman

The Bainer Law Firm

Date: 3/24/2021 _____

DocuSigned by:
Matthew Bainer
 48D168E2C8B841B

 Matthew Bainer

James Hawkins, APC

Date: _____

 James Hawkins

DEFENDANT'S COUNSEL

Gordon Rees Scully Mansukhani, LLP

Date: 03/22/2021 _____

 Stephen E. Ronk
 Linh T. Hua

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Los Angeles, CA 90071

APPROVED AS TO FORM:

CLASS COUNSEL

Otkupman Law Firm, A Law Corporation

Date: _____

Roman Otkupman

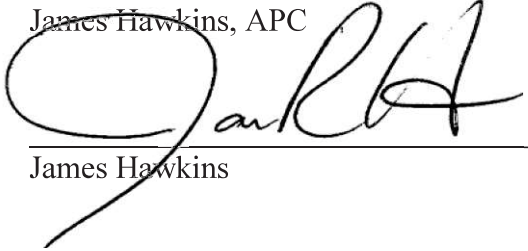
The Bainer Law Firm

Date: _____

Matthew Bainer

James Hawkins, APC

Date: March 15, 2021



James Hawkins

DEFENDANT'S COUNSEL

Gordon Rees Scully Mansukhani, LLP

Date: _____

Stephen E. Ronk
Linh T. Hua

APPROVED AS TO FORM:

CLASS COUNSEL

Otkupman Law Firm, A Law Corporation

Date: _____

Roman Otkupman

The Bainer Law Firm

Date: _____

Matthew Bainer

James Hawkins, APC

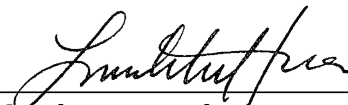
Date: _____

James Hawkins

DEFENDANT'S COUNSEL

Gordon Rees Scully Mansukhani, LLP

Date: 03/22/2021 _____



Stephen E. Ronk
Linh T. Hua