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Attorneys for Plaintiffs

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

ALICIA ORTEGA, BRYAN SHEPPARD,
individually, and on behalf of other members
of the general public similarly situated and
on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act; SHANTEANNA BROWN,
RAYVEYONE BROWN, individually, and
on behalf of other members of the general
public similarly situated;

Plaintiffs,

vs.

SMARTGUARD, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 34-2020-00278712-CU-OE-GDS

Honorable Lauri A. Damrell
Department 28

CLASS ACTION

**DECLARATION OF ANNABEL
BLANCHARD IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

[Plaintiffs' Motion for Preliminary Approval of
Class Action Settlement; Declarations of
Proposed Class Representatives (Alicia Ortega,
Bryan Sheppard, Shanteanna Brown and
Rayveyone Brown); and [Proposed] Order filed
concurrently herewith]

Reservation No. 2699096
Date: February 3, 2023
Time: 9:00 a.m.
Department: 28

Complaint Filed: May 15, 2020
FAC Filed: October 19, 2021
Trial Date: None Set

DECLARATION OF ANNABEL BLANCHARD

I, Annabel Blanchard, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiffs Alicia Ortega, Bryan Sheppard, Shanteanna Brown and Rayveyone Brown (“Plaintiffs”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiff in connection with the above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior

1 Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA
2 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.
3 From approximately September 2002 to approximately December 2002, he served as a Judicial
4 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
5 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a
6 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
7 Appellate District. In December of 2004, he obtained a license to practice law from the California
8 State Bar. From approximately December 2004 to approximately August 2008, he was employed
9 by Girardi & Keese. At Girardi & Keese, his practice focused on class actions and other complex
10 cases involving toxic torts and products liability. In addition, he gained substantial experience on
11 cases involving insurance bad faith, premises liability, and medical negligence. While employed
12 by Girardi & Keese, he argued approximately one hundred (100) motions, took or defended
13 approximately one hundred fifty (150) depositions, and prepared dozens of expert witnesses for
14 deposition or trial. Since in or around October of 2008, through his work at Lawyers *for* Justice,
15 PC, he has almost exclusively focused on the prosecution of consumer and employment class
16 actions, involving wage-and-hour claims, race discrimination, unfair business practices, or
17 consumer fraud. While employed by Lawyers *for* Justice PC, he has argued over one hundred
18 (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of
19 expert witnesses for deposition or trial, and attended over one hundred seventy-five (175)
20 mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-
21 counsel, he has successfully litigated cases involving the executive, administrative, and other
22 overtime exemptions to the State of California and federal overtime compensation requirements.
23 Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by
24 contested motion practice in approximately fifteen (15) cases in the last decade, and litigated over
25 1,000 class action or representative action cases.

26 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
27 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
28 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.

1 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
2 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
3 From approximately August 2008 to approximately December 2008 he served as a Judicial Extern
4 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
5 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
6 of the State of California and all United States District Courts in the State of California. He has
7 worked on many wage-and-hour class action and representative action cases, taking the lead in
8 taking and defending depositions, arguing motions, and attending mediations. He has played an
9 integral role in preparing matters for class certification, including and not limited to, successful
10 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
11 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
12 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
13 RG13680477). Under his and Edwin Aiwazian's supervision, dozens of class action or
14 representative cases have resulted in settlements that have been granted court approval, including
15 and not limited to, those listed in paragraph 7 herein. He has worked on over one hundred (100)
16 class action or representative action cases which have resulted in settlement.

17 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
18 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
19 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
20 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
21 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
22 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
23 Court. She has taken and defended dozens of depositions, successfully handled motion practice
24 in class action cases regarding discovery (including and not limited to, regarding class contact
25 information), class certification (both contested class certification and stipulated class
26 certification), arbitration agreements, coordination, and intervention. She has successfully
27 handled briefing and oral argument on appeal, and obtained notable decisions regarding the Private
28 Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential*

1 Overall Supply, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017),
2 cert. denied (U.S., Dec. 11, 2017) and ZB, N.A. v. Superior Court, 8 Cal.5th175 (2019). She also
3 has extensive experience with class action and/or representative action settlements. Under her,
4 Edwin Aiwarzian, and Arby Aiwarzian’s supervision, the firm has handled the class certification
5 and court approval process for hundreds of class action and/or representative action matters that
6 have successfully resolved. She is a member of the California Employment Lawyers Association.

7 6. I am a Member of Lawyers for Justice, PC. I received my Bachelors of Arts degree
8 from University of California at Berkeley in 2001 and earned my Juris Doctor degree from
9 Southwestern University School of Law in 2008. I was admitted to practice law in California in
10 2008. I am admitted to practice before all courts of the State of California and the Northern and
11 Central federal district courts in the State of California. I have worked on many wage and hour
12 class action and PAGA representative matters, and my work has included, *inter alia*, researching
13 and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing
14 stipulations and settlement agreements, engaging in motion practice, claims evaluation and
15 analysis, and making court appearances. Prior to working at Lawyers for Justice, PC, I worked
16 for over a decade providing estate planning and other legal services to the special needs
17 community, including, *inter alia*, representing clients at mediations with school districts and
18 California Regional Centers.

19 **EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND**
20 **REPRESENTATIVE ACTION CASES**

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

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

b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of household items involving allegations of misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

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

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

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

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

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

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

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

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

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

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1 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
3 involving allegations of misclassification of the “Department Manager” position. On August 12,
4 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On
5 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
6 County Superior Court Case Number is RG13680477.

7 m) LFJ represented the plaintiff in a PAGA representative action against a real
8 estate and property management company, on behalf of non-exempt employees. On November 4,
9 2016, the court granted approval of the PAGA representative action settlement. The Orange
10 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

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

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

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

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

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

11 s) LFJ in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a lumber and hardware company on
13 behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class
14 and PAGA representative action settlement. The Orange County Superior Court Case Number is
15 30-2014-00747750-CU-OE-CXC.

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

21 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
22 representative action against a food company on behalf of non-exempt employees. On June 30,
23 2017, the court granted final approval of the class and PAGA representative action settlement. The
24 Sacramento County Superior Court Case Number is 34-2015-00175871.

25 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
26 representative action against a chocolate company on behalf of non-exempt employees. On July
27 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
28 The Alameda County Superior Court Case Number is RG15764300.

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

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

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

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

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

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

5 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
6 representative action against a behavioral health service provider on behalf of non-exempt
7 employees. On November 13, 2018, the court granted final approval of the class and PAGA
8 representative action settlement. The Alameda County Superior Court Case Number is
9 RG16811450.

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

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

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

25 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
26 wage-and-hour class and PAGA representative action against a national retailer of apparel and
27 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
28 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the

1 court granted final approval of the class and PAGA representative action settlement. The
2 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

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

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

15 jj) LFJ, in association with co-counsel therein, represents the plaintiff in a
16 wage-and-hour class and PAGA representative action against a large national drug testing
17 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
18 plaintiff's motion for class certification and certified a class. The San Diego County Superior
19 Court Case Number is 37-2018-00019611-CU-OE-CTL.

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

26 ll) LFJ, in association with co-counsel therein, represents the plaintiffs in a
27 wage-and-hour class action against manufacturer and supplier of power products and services on
28 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion

1 for class certification and certified a class. The San Diego County Superior Court Case Number is
2 37-2015-00025968-CU-OE-CTL.

3 mm) LFJ represents the plaintiff in a wage-and-hour class action against a
4 nutritional products manufacturer on behalf of non-exempt production line employees. On
5 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
6 certified a class. The Solano County Superior Court Case Number is FCS051001.

7 nn) LFJ represents the plaintiff in a wage-and-hour class action against an iconic
8 lifestyle accessories brand and retailer on behalf of non-exempt employees. On March 15, 2022,
9 the court granted the plaintiff's motion for class certification in part and certified a class. The San
10 Francisco Superior Court Case Number is CGC-16-550794.

11 **BASIC INFORMATION ABOUT THE CASE AND REACHING THE SETTLEMENT**

12 8. Marked and attached hereto as "**EXHIBIT 1**" is the Class Action and Private
13 Attorneys General Act Settlement Agreement and Release ("Settlement," "Agreement," or
14 "Settlement Agreement") entered into by and between Plaintiff, on the one hand, and Defendant
15 Smartguard Inc. ("Defendant"), on the other hand (collectively, the "Parties"). The Parties and
16 their counsel have approved the proposed Notice of Class Action Settlement ("Class Notice"),
17 which is attached to the Proposed Order filed concurrently with this Declaration as "Exhibit A"
18 and respectfully request that the Court approve it as well.

19 9. Based on information provided by Defendant, as of April 1, 2021, the Class is
20 estimated to consist of approximately 629 individuals.

21 10. The effectiveness of Lawyers *for* Justice, PC ("Class Counsel") in prosecuting this
22 matter has translated into tangible monetary benefits for Class Members in the following respects:
23 (1) Class Members and the State of California recover over a reasonably short period of time as
24 opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result
25 that compares favorably with other similar complex wage and hour class action and/or
26 representative action settlements of this type given the strengths and weaknesses of the case; and
27 (3) significant savings in attorneys' fees and/or costs that would have only increased significantly
28 had the case progressed through certification, trial, and/or appeals.

1 11. Class Counsel has litigated the case for over two years and was actively preparing
2 the matter for class certification and trial. The Parties have engaged in extensive settlement
3 negotiations and participated in a formal, full-day mediation conducted by the Honorable Steven
4 M. Vartabedian (Ret.) a well-respected mediator experienced in mediating complex labor and
5 employment matters. Prior to and during the mediation and settlement discussions, the Parties
6 exchanged extensive information and engaged in discussions regarding their evaluations of the
7 case and various aspects of the case, including but not limited to, the risks and delays of further
8 litigation, the risks to the Parties of proceeding with class certification and/or representative
9 adjudication, the law relating to off-the-clock theory, meal and rest periods, PAGA representative
10 actions, and wage-and-hour law and enforcement, as well as the evidence produced and analyzed,
11 and the possibility of appeals, among other things. During all settlement discussions, the Parties
12 conducted their negotiations at arm's length in an adversarial position. Arriving at a settlement
13 that was acceptable to all Parties was not easy. Defendant and its counsel felt strongly about their
14 ability to prevail on the merits and at certification, and Plaintiff and Class Counsel believed that
15 they would be able to obtain class certification and prevail at trial. After conducting investigations,
16 formal and informal discovery, and exchange of information, extensive settlement negotiations,
17 and with the aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited
18 for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and
19 risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and
20 adequate resolution of the Class Released Claims of Plaintiff and Settlement Class Members and
21 PAGA Released Claims of Plaintiff and Aggrieved Employees, against the Released Parties.

22 12. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
23 and scope of the claims, and was preparing the action for class certification and trial. Class
24 Counsel conducted significant investigation and formal and informal discovery regarding the facts
25 of the case, including and not limited to, the exchange, review, and analysis of a large volume of
26 documents and data obtained from Defendant, Plaintiffs, and other sources. Class Counsel served
27 multiple sets of formal written discovery requests onto Defendant (specifically, Requests for
28 Production of Documents (Sets One and Two), Special Interrogatories (Sets One, Two and Three),

1 and Form Interrogatories-General (Set One)) and notices of depositions of Defendant's Person
2 Most Knowledgeable designees along with accompanying requests for production of documents,
3 on Defendant. Class Counsel also prepared for and took the deposition of Defendant's Person
4 Most Knowledgeable witnesses. The volume of data and documents that Class Counsel reviewed
5 and analyzed included and was not limited to: Plaintiffs' and other Class Members' employment
6 records, a detailed sampling of Class Members' time and pay data, multiple iterations of
7 Defendant's Employee Handbook, company policy acknowledgements, job descriptions, new hire
8 information checklists (including but not limited to Part-time Employee Acknowledgement),
9 Defendant's operations and employment practices (including Safe Driving Agreement), and
10 policies (including but not limited to Smartguard Inc. Rules and Regulations, and Meal & Rest
11 Period Policy), among other information and documents. Class Counsel interviewed Plaintiffs and
12 conducted investigations to gather facts and circumstances surrounding Plaintiffs' and putative
13 Class Members' employment and to identify potential witnesses. Counsel for the Parties also met
14 and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, discovery,
15 and the production of documents and data prior to the mediation. Class Counsel also drafted
16 pleadings and the mediation brief and prepared for and attended court proceedings, mediation, and
17 settlement negotiations, among other tasks.

18 13. Counsel for the Parties have also invested time researching and investigating the
19 applicable law, which is constantly evolving as it relates to certification, representative PAGA
20 claims, off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement,
21 Plaintiffs' claims and damages, and Defendant's defenses thereto, as well as facts discovered.
22 Based on Class Counsel's analysis, the result achieved in this litigation is fair, adequate, and
23 reasonable.

24 14. The Settlement provides for a Gross Settlement Amount of One Million Four
25 Hundred Thousand Dollars (\$1,400,000.00). The Net Settlement Amount is the Gross Settlement
26 Amount less the following amounts subject to approval by the Court: Attorneys' Fees and Costs,
27 Enhancement Payments, Settlement Administration Costs, and the PAGA Penalties. Assuming
28 that the amounts allocated under the Settlement toward these payments are awarded by the Court,

1 the Net Settlement Amount that will be available for distribution to Settlement Class Members is
2 currently estimated to be Six Hundred Fifty-Five Thousand Dollars (\$655,000.00). Additionally,
3 25% of the PAGA Penalties (i.e., the PAGA Employee Amount), which is \$37,500.00 out of
4 \$150,000.00, will be distributed to the Aggrieved Employees on a *pro rata* basis, based on
5 workweeks during the PAGA Period. The Net Settlement Amount will be fully distributed in
6 accordance with the terms of the Settlement and there is no reversion to Defendant.

7 15. The Parties have agreed to retain ILYM Group Inc. (“Settlement Administrator”) to
8 handle the notice and settlement administration process. The Parties respectfully request that the
9 Court appoint ILYM Group to handle these procedures and serve as the Settlement Administrator.
10 Defendant will provide the Settlement Administrator with a list of Class Members that Defendant
11 will compile from its records, which will include full name, last known mailing address, Social
12 Security number, and start and end dates of employment as an hourly-paid or non-exempt
13 employee in California during the Class Period for each Class Member, and such other information
14 as is necessary to calculate Workweeks and PAGA Workweeks as determined by the Settlement
15 Administrator (“Class List”), and the Settlement Administrator will calculate each Class
16 Member’s estimated share of the Net Settlement Amount (“Individual Settlement Share”) and each
17 Aggrieved Employee’s estimated share of the PAGA Employee Amount (“Individual PAGA
18 Payment”). The Settlement Administrator will also receive Requests for Exclusion, Notices of
19 Objection, and disputes regarding Workweeks and/or PAGA Workweeks; provide necessary
20 reports and declarations; calculate, subtract, and transmit necessary taxes and withholdings;
21 prepare and submit informational and other tax filings and documents; issue and transmit all
22 payments provided for by the Settlement, including and not limited to, mailing payments to
23 Settlement Class Members and Aggrieved Employees and perform any other usual and customary
24 duties for administering a class action settlement. The Settlement provides for Settlement
25 Administration Costs in the amount of Twenty-Five Thousand Dollars (\$25,000.00) to be paid out
26 of the Gross Settlement Amount, subject to approval of the Court.

27 16. Based on investigation and information discovered, Class Counsel believes that
28 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations

1 that Defendant, with respect to Plaintiffs, Class Members, and Aggrieved Employees *inter alia*,
2 failed to properly pay overtime and minimum wages, failed to provide compliant meal and rest
3 periods and to pay associated premium pay, failed to timely pay wages during employment and
4 upon termination of employment, failed to provide compliant wage statements, failed to maintain
5 requisite payroll records, and failed to reimburse necessary business expenses, and thereby
6 engaged in unfair business practices and conduct giving rise to civil penalties recoverable under
7 the Private Attorneys General Act of 2004 (California Labor Code sections 2698, et seq.).
8 Plaintiffs also asserted that Class Members and Aggrieved Employees were expected to perform
9 similar job duties and were subject to the same or similar operations and employment policies,
10 practices, and procedures. Additionally, Plaintiffs asserted that Defendant's recordkeeping
11 practices with respect to Plaintiffs, Class Members, and Aggrieved Employees were substantially
12 the same during the time period at issue. As a result of said alleged uniform practices, Plaintiffs
13 claim that Class Members and Aggrieved Employees were not paid all of the compensation that
14 was owed to them by Defendant. Thus, in Class Counsel's view, it is clear that the outcome of
15 this litigation would be determined by Defendant's uniform operations and employment practices,
16 policies, and procedures that Plaintiffs allege applied across Defendant's hourly-paid or non-
17 exempt employees in California during the relevant time period.

18 17. Class Counsel is aware of the defenses and position of Defendant, but believes that
19 Plaintiffs could potentially obtain class certification despite many obstacles. Plaintiffs and Class
20 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
21 and the difficulties and delays inherent in such litigation, including those involved in class
22 certification and/or representative adjudication. Plaintiffs and Plaintiffs' Counsel further
23 recognize the burdens of proof necessary to establish liability for the claims asserted in the lawsuit,
24 Defendant's defenses, and the difficulties in establishing entitlement to monetary recovery.
25 Plaintiffs and Plaintiffs' Counsel have also considered the Parties' settlement discussions, as well
26 as the evaluations of the mediator, who is experienced and well-regarded in complex labor and
27 employment matters.

28 ///

1 18. Defendant, on the other hand, denied and continues to deny any liability and
2 wrongdoing of any kind associated with the allegations in the lawsuit, and further denies that the
3 lawsuit is appropriate for class treatment or representative adjudication for any purpose other than
4 the Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides have
5 also had the opportunity to conduct investigations and gather documents and information relating
6 to Plaintiffs', Class Members', and Aggrieved Employees' employment with Defendant, and
7 Defendant's operations and employment policies, practices, and procedures. The Parties also
8 reviewed and analyzed a large volume of documents and data, including but not limited to a
9 detailed sampling of Class Members' time and pay information, to determine the potential value
10 and strength of the claims. The available information enabled Class Counsel to assess and value
11 the class and PAGA claims and prepare violation, damages, and penalties analyses and models.
12 Accordingly, the Parties have conducted adequate investigation and discovery to be sufficiently
13 informed of the nature and extent of the class and PAGA claims, and to enable both sides to fully
14 evaluate the Settlement for its fairness, adequacy, and reasonableness. The parties have agreed that
15 the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal claims,
16 as well as the costs and risks to both sides that would attend further litigation. The Settlement takes
17 into account the strengths and weaknesses of each side's position and the uncertainty of how the
18 case might have concluded at certification, trial, and/or appeals.

19 19. The documents and information that Class Counsel obtained from Defendant and
20 through other sources allowed Class Counsel to develop valuation models in order to evaluate the
21 potential value and merit of the claims and perform an evaluation of Defendant's defenses thereto.
22 Based on Lawyers for Justice, PC analysis, the result achieved in this litigation is fair, adequate,
23 and reasonable.

24 20. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
25 in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount
26 (i.e., \$490,000.00) and expenses and costs in an amount not to exceed Forty Thousand Dollars
27 (\$40,000.00), which will be paid out of the Gross Settlement Amount, subject to approval by the
28 Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation and

will not receive any compensation until recovery is obtained.

21. The Settlement Agreement provides for payment of up to Ten Thousand Dollars (\$10,000.00) to each Plaintiff (total, \$40,000.00) as enhancement payments, to be paid out of the Gross Settlement Amount subject to approval by the Court. Plaintiffs spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiffs were available whenever Class Counsel needed Plaintiffs, and actively tried to obtain information that would facilitate the pursuit of the class and PAGA claims. Accordingly, it is appropriate and just for Plaintiffs to receive Enhancement Payments, in addition to individual settlement payments and individual PAGA Payments (if applicable), for services performed in the matter on behalf of the Class and State of California.

ESTIMATE OF THE VALUE OF THE CLAIMS

22. Plaintiffs' action allege that Defendant has violated the California Labor Code and Industrial Welfare Commission Wage Orders by engaging in a uniform policy and systematic scheme of wage abuse against Plaintiffs, Aggrieved Employees, and the putative class members, including *inter alia*, failing to properly compensate overtime and minimum wages, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages during employment, failing to timely pay wages upon termination and associated waiting-time penalties, failing to provide compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse business expenses. Plaintiffs further contend that Defendant's aforementioned conduct constitutes unfair business practices (under the California Business and Professions Code ("UCL") and gives rise to civil penalties recoverable under PAGA.

23. Based on data provided by Defendant, the total number of putative class members during the period from May 15, 2016 to May 31, 2021 ("Class Period") was estimated to be approximately six hundred twenty nine (629) individuals who worked a total of twenty nine thousand four hundred and eight (29,408) Workweeks during the Class Period.

24. Plaintiffs contended that Defendant required putative class members and Aggrieved Employees to perform work before clocking-in and after clocking-out of their scheduled shifts and

1 during meal and rest periods. Plaintiffs contended that Defendant discouraged the recordation of
2 overtime hours and required putative class members and Aggrieved Employees to perform work
3 off-the-clock. Plaintiffs contended that Defendant failed to include non-discretionary bonuses and
4 incentives in the calculation of the regular rate when paying overtime wages. Plaintiffs also
5 contended that meal and rest periods were regularly missed, later, shortened, and/or interrupted,
6 that putative class members and Aggrieved Employees were required to remain on premises during
7 rest breaks, readily available to perform work, answer questions from both supervisors and
8 coworkers, and assist clients, and that Defendant failed to properly pay premiums for all non-
9 compliant meal and rest periods. Additionally, Plaintiffs alleged that Defendant intentionally and
10 willfully failed to pay Plaintiffs, Aggrieved Employees, and putative class members all wages due
11 to them while they were employed by Defendant, within the time period permissible under
12 California law, and that Defendant failed to pay all wages due upon termination, within the time
13 period permissible under California law, thereby triggering waiting-time penalties under
14 California Labor Code section 203. Plaintiffs contended that, based on the violations described
15 herein, the wage statements provided by Defendant and the payroll records kept by Defendant
16 were inaccurate. Finally, Plaintiffs contended that Defendant failed to reimburse Plaintiffs,
17 Aggrieved Employees, and the other putative class members for necessary business expenses,
18 including, but not limited to, the costs associated with the use of personal cell phones, purchasing
19 and/or maintaining security boots, and mileage for usage of personal vehicles necessary to perform
20 their work duties.

21 25. Class Counsel considered defense arguments, e.g., that the employer's practices,
22 policies, and procedures complied with the law, that Defendant paid Aggrieved Employees and
23 putative class members over the California minimum wage for all hours worked, that Defendant
24 correctly paid overtime for all overtime hours worked, that no waiting-time penalties were due
25 because waiting-time penalties only arise from "willful" failure to pay wages due and owing at the
26 time of termination or resignation, that Plaintiffs, Aggrieved Employees, and putative class
27 members suffered no actual injury from the alleged wage statement violations and that this alleged
28 violation and the alleged recordkeeping violation are entirely derivative of the other causes of

1 action, and that a policy and practice of reimbursing employees for necessary business-related
2 expenses exists. Class Counsel also considered the likelihood of Plaintiffs' success in establishing
3 that any of provisions of the California Labor Code, on which the civil penalties under PAGA and
4 the UCL claim are predicated, were violated and that such violations were injurious and/or
5 warranted imposition of civil penalties. Class Counsel also considered that trial courts have wide
6 discretion when assessing penalties under PAGA, and that it could be determined that individual
7 liability issues predominate (e.g. due to purported variation in shifts, locations, job duties, and
8 other circumstances which could raise individualized questions of fact) and could pose challenges
9 to certification, manageability, and the merits of Plaintiffs' claims.

10 26. Class Counsel considered information obtained through investigations and from
11 Plaintiffs, as well as class data and information obtained from Defendant and other sources, and
12 created violation, damages, and penalties valuations and models prior to reaching the Settlement.
13 Based thereon, Plaintiffs calculated the potential value of the claims. However, the potential value
14 of each claim assumed an exposure based on the case having been certified and Plaintiffs having
15 proven all elements of the claims and entitlement to monetary recovery, despite risks associated
16 with obtaining and maintaining certification, demonstrating manageability, and establishing
17 liability and any underlying California Labor Code violations and damages, and significant
18 additional costs that would have to be incurred in order to certify the case and establish liability
19 and damages. Plaintiffs also faced the risk of the Court finding that individualized issues
20 predominate, such that the action is not suitable for class treatment and representative adjudication.
21 While Class Counsel disagreed with defense arguments and factual contentions, Plaintiffs
22 recognized the circumstances and realities of the case, applicable case law and regulations, the
23 costs and expenses of further litigation and certification, and risks to recovery, and applied
24 appropriate discounts for them.

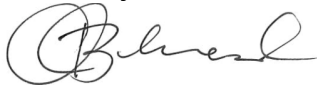
25 27. The foregoing discussion confirms that the amount of the Settlement is adequate in
26 light of Plaintiffs' allegations and causes of action, the evidence at issue with respect to those
27 allegations and causes of action, and legal and factual arguments and circumstances which pose
28 challenges to certification, manageability, merits, and monetary recovery. The conclusion to be

1 drawn from the foregoing analysis is that neither class certification, manageability, liability, nor
2 the ability to adjudicate and/or recover monetary relief on a class-wide or representative basis is
3 clear-cut, which is why the Parties elected to settle this matter. Class Counsel also recognized that
4 additional discounts could be made to the risk-adjusted value to account for the costs and expenses
5 associated with further litigation and the present value of obtaining a settlement now as opposed
6 to monetary recovery, if any, that may be obtained in the future after further litigation. Class
7 Counsel recognized the circumstances and realities of the case, applicable case law and
8 regulations, and risks to recovery and applied appropriate discounts.

9 28. Plaintiffs' Counsel submits that the Settlement is fair, reasonable, and adequate, and
10 is in the best interests of Plaintiffs, the Class, the Aggrieved Employees, and the State of
11 California. Plaintiff's Counsel further submits that the Settlement is within an acceptable range
12 of recovery for this type of litigation given the strengths and weaknesses of the case, the inherent
13 costs and risks of further litigation, and the costs and risks associated with class certification,
14 representative adjudication, trial, and/or appeals.

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

17 Executed on this 18th day of January 2023, at Glendale, California.

18 

19 _____
20 Annabel Blanchard
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EXHIBIT 1

CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This *Class Action and Private Attorneys General Act Settlement Agreement and Release* (hereafter “Settlement,” “Settlement Agreement,” or “Agreement”) is made and entered into by and between 1) ALICIA ORTEGA, BRYAN SHEPPARD, individually, and on behalf of all others similarly situated and on behalf of the State of California with respect to aggrieved employees, and SHANTEANNA BROWN, RAYVEYONE BROWN, individually, and on behalf of all others similarly situated (collectively, “Plaintiffs” or “Class Representatives”), and 2) SMARTGUARD, INC. (hereafter “Company” or “Defendant”). Plaintiffs and Defendant are sometimes referred to herein, collectively, as “Parties,” and each may be individually referred to herein as a “Party.”

W I T N E S S E T H:

WHEREAS, on March 3, 2020, Plaintiff Alicia Ortega, through Lawyers *for Justice*, PC (“Class Counsel”), provided written notice by certified mail to the Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the California Labor Code and Industrial Welfare Commission Wage Orders that were violated (“Ortega LWDA Notice”);

WHEREAS, on May 15, 2020, Plaintiff Alicia Ortega filed a Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. against Defendant, asserting claims based on alleged violations of the California Labor Code and California Business & Professions Code § 17200 *et seq.*, on behalf of a class and as a representative Private Attorneys General Act (“PAGA”) plaintiff seeking civil penalties for said violations on behalf of similarly aggrieved employees, in the Sacramento County Superior Court (“Court”), designated Case No. 34-2020-00278712 (hereafter the “Action”);

WHEREAS, on June 3, 2021, Plaintiff Bryan Sheppard, through Class Counsel, provided written notice by certified mail to the LWDA and Defendant of the specific provisions of the California Labor Code and Industrial Welfare Commission Wage Orders that were violated (“Sheppard LWDA Notice”). The Ortega LWDA Notice and Sheppard LWDA Notice are collectively referred to herein as the “LWDA Notices”;

WHEREAS, on October 19, 2021, Plaintiffs filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”), which added named Bryan Sheppard, Shanteanna Brown, and Rayveyone Brown to the Action as additional representative plaintiffs;

WHEREAS, Plaintiffs assert violations of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2698 *et seq.*, Industrial Welfare Commission (“IWC”) Wage Orders 4-2001, 7-2001, and 9-2001, as well as violation of the California Business and Professions Code § 17200 *et seq.*, purportedly affecting the representative group of employees;

WHEREAS, Defendant denies each and every allegation of violation asserted by Plaintiffs

in the Action and that it engaged in any wrongful or unlawful conduct whatsoever;

WHEREAS, the Parties participated in voluntary mediation related to all of the above claims on April 1, 2021, which resulted in the Parties reaching an agreement as to resolution of the Action in its entirety;

WHEREAS, the Parties now desire to settle fully and finally the Released Claims (as defined herein, below) and the Action in its entirety to avoid further litigation;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, and to avoid unnecessary litigation, it is hereby agreed by and between the Parties as follows:

1. This Agreement and compliance with this Agreement shall not be construed as an admission by Defendant of any liability whatsoever, of any violation of the rights of Plaintiffs or any other person, or of violation of any order, law, constitution, statute, ordinance, public policy, wage and hour law, wage payment law, tort law, common law, contract, or any other unlawful conduct, liability, wrongdoing, or breach of duty whatsoever against Plaintiffs or any other person. Defendant specifically disclaims any liability or wrongdoing to Plaintiffs or any other person for any alleged violation of the rights of Plaintiffs or any person, or for any alleged violation of any order, law, constitution, statute, ordinance, public policy, wage and hour law, wage payment law, tort law, common law, contract, or any other unlawful conduct, liability, wrongdoing, or breach of duty on the part of Defendant, its officers, agents, directors, supervisors, contractors, employees or representatives.

2. Definitions: For purposes of this Settlement, the terms below have the following meanings.

A. “Class” or “Class Members” refers to all current and former hourly-paid or non-exempt employees of Defendant, employed in California at any time during the Class Period.

B. The “Class Period” is May 15, 2016, through March 31, 2021.

C. “Class Settlement” means the settlement and resolution of all “Class Released Claims” (as defined herein, below).

D. “Aggrieved Employees” refers to all current and former hourly-paid or non-exempt employees of Defendant, employed in California at any time during the PAGA Period.

E. The “PAGA Period” is March 3, 2019, through March 31, 2021 (“PAGA Period”).

F. “PAGA Settlement” means the settlement and resolution of “PAGA Released Claims” (as defined herein, below).

G. “Released Claims” means any and all causes of action, claims, rights, damages, penalties, liabilities, expenses, and losses, pled in the Operative Complaint or LWDA Notices, or that could have been pled therein, based on the facts alleged in the Operative Complaint or the LWDA Notices, against Defendant and each and all of its officers, agents, directors, supervisors,

employees, representatives, insurers and their successors and assigns, subsidiaries, affiliated entities, and all persons acting by, through, under, or in concert with any of them (collectively, “Released Parties”), including but not limited to claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, for failure to pay overtime wages, failure to pay minimum wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to pay reporting time pay, failure to maintain requisite payroll records, failure to provide a day of rest, failure to reimburse necessary business-related expenses in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, California Industrial Welfare Commission Wage Orders Nos. 4-2001, 7-2001, and 9-2001, unfair or unlawful business practices pursuant to California Business and Professions Code § 17200, et seq., and civil penalties pursuant to PAGA based on the aforementioned. The released claims do not include, and specifically exclude, workers’ compensation claims and any other claims that cannot be waived or released by law.

H. “Class Released Claims” means any and all Released Claims other than those arising under the Private Attorneys General Act, California Labor Code Section 2698, et seq. arising during the Class Period.

I. “PAGA Released Claims” means any and all Released Claims under the Private Attorneys General Act, California Labor Code Section 2698, et seq. arising during the PAGA Period.

J. The “Effective Date” shall be the thirty-first (31st) day following entry of judgment by the Court approving the Settlement, or if there is an appeal, review or writ sought, the day after the appeal is denied and no further judicial review is permitted.

K. Further defined terms are set forth herein below.

3. Class Counsel shall prepare a motion for preliminary approval of the Settlement, seeking an order granting preliminary approval, conditionally certifying the Class and approving the Class Representatives for settlement purposes only, approving the Notice of Class Action Settlement (“Class Notice”) to be provided to Class Members, substantially in the form attached as “**Exhibit A**,” and the procedure for administering the Class Notices, establishing a procedure for Class Members to request exclusion or opt out of the Class Settlement, and scheduling a hearing for final approval of the Settlement (hereafter “Motion for Preliminary Approval”). Plaintiffs hereby agree to promptly take all action necessary to obtain Court approval of the Settlement, including filing the Motion for Preliminary Approval as soon as possible after this Agreement is fully executed. Defendant agrees to cooperate in obtaining Court approval.

4. Plaintiffs ALICIA ORTEGA, BRYAN SHEPPARD, SHANTEANNA BROWN, and RAYVEYONE BROWN agree that upon execution of this Agreement and the releases contained herein, they, or any of them, except in this Action and to implement the Settlement, shall not serve as a PAGA representative in an action against Company based on their employment with Defendant up to and as of the date of execution of this Agreement. They, and each of them, further agree they will not serve as a witness against Company in any lawsuit or proceeding, other than

the Action, except as compelled by subpoena or court order.

5. In consideration of the mutual covenants, promises, and agreements set forth in this Agreement, Defendant agrees, subject to Court approval, to tender the amount of One Million Four Hundred Thousand Dollars (\$1,400,000.00) (hereafter “Gross Settlement Amount”), which is to be distributed as follows:

(a) Up to Ten Thousand Dollars (\$10,000.00) each to Plaintiffs (total, \$40,000.00) for their services as Class Representatives (“Enhancement Payments”), which Defendant will not contest. The Enhancement Payments will be in addition to Plaintiffs’ Individual Settlement Payments and Individual PAGA Payments (if applicable) that are to be paid pursuant to the Settlement. Should the Court approve the Enhancement Payments to Plaintiffs in amounts that are less than that set forth above, the difference between the lesser amount approved by the Court and the amount allocated toward the Enhancement Payments will be part of the Net Settlement Amount for the benefit of the Settlement Class Members.

(b) One Hundred Fifty Thousand Dollars (\$150,000.00) allocated toward civil penalties under the Private Attorneys General Act, California Labor Code § 2698 *et seq.* (“PAGA Penalties”), which shall be paid seventy-five percent (75%) to the LWDA (“LWDA Payment”) and twenty-five percent (25%) to the Aggrieved Employees (“PAGA Employee Amount”) on a *pro rata* basis, based on workweeks during the PAGA Period (i.e., the “Individual PAGA Payment”).

(c) Up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., up to Four Hundred Ninety Thousand Dollars (\$490,000.00)) to Class Counsel for attorneys’ fees (“Attorneys’ Fees”). With respect to the Attorneys’ Fees to Class Counsel, the Settlement Administrator may purchase an annuity to utilize United States Treasuries and bonds or other attorney fee deferral vehicles for Class Counsel. In connection with the hearing on final approval of the Settlement, Class Counsel shall submit an application for an award of attorneys’ fees and costs, with the understanding that the Court may award lesser amounts as are determined to be fair and reasonable. Any amounts awarded will constitute complete consideration to Class Counsel for all work performed through completion of the Action and this Settlement. Defendant will not oppose a request for approval of the Attorneys’ Fees. Any portion of the Attorneys’ Fees not awarded to Class Counsel shall be made a part of the Net Settlement Amount for the benefit of the Settlement Class Members.

(d) Up to Forty Thousand Dollars (\$40,000.00) to Class Counsel for costs and expenses of litigation (“Attorneys’ Costs”), which Defendant will not contest. Any portion of the Attorneys’ Costs not awarded to Class Counsel shall be made a part of the Net Settlement Amount for the benefit of the Settlement Class Members. Attorneys’ Fees and Attorneys’ Costs are collectively referred to as “Attorneys’ Fees and Costs.”

(e) Up to Twenty-Five Thousand Dollars (\$25,000.00) to the settlement administrator ILYM Group, Inc. (“Settlement Administrator”) for costs of administering the Settlement (“Settlement Administration Costs”). The Parties and their counsel each represent they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest. Any portion of the

Settlement Administration Costs not awarded to the Settlement Administrator shall be made a part of the Net Settlement Amount for the benefit of the Settlement Class Members.

(f) The Gross Settlement Amount, less the Enhancement Payments, PAGA Penalties, Attorneys' Fees and Costs, and Settlement Administration Costs approved by the Court (the "Net Settlement Amount") shall be distributed to Class Members who do not submit a valid and timely Request for Exclusion (hereafter "Settlement Class Members"), via the calculations set forth below at Section 13.

6. Within fourteen (14) calendar days after the date that the Court enters an order granting preliminary approval of the Settlement, Defendant shall provide to the Settlement Administrator in Excel spreadsheet form the full name, last known mailing address, Social Security number, and start and end dates of employment as an hourly-paid or non-exempt employee in California during the Class Period for each Class Member, and such other information as is necessary to calculate Workweeks and PAGA Workweeks as determined by the Settlement Administrator (hereafter "Class List"). The Class List shall be based on the Company's payroll and other business records. Workweeks are those weeks that a Class Member worked as an hourly-paid or non-exempt employee of Defendant in California during the Class Period. The Settlement Administrator shall calculate Workweeks as follows: determine the total number of days between hire and termination date provided for each employee, divide this number by seven (7), and then round the product up to the nearest whole number if it is not already a whole number. In Excel, this formula would be represented by "`=ROUNDUP((M2-L2)/7,0)`," with "M2" referring to the termination date and "L2" referring to the hire date. However, days between a termination date and rehire date, if any, should not be counted, and the formula may need to be adjusted accordingly.

7. Within seven (7) calendar days after receiving the Class List, the Settlement Administrator will run a check of the Class Members' addresses against those on file with the U.S. Postal Service's National Change of Address Database ("NCOA") in order to find more accurate mailing addresses. The Class List and any other data provided by Defendant to the Settlement Administrator shall be treated as confidential and not subject to disclosure to Class Counsel, except Class Counsel shall be provided with calculations of Workweeks and estimated Individual Settlement Shares for the Class, with identifying information redacted. Additional relevant information may be provided to Class Counsel only to the extent necessary to address a Workweeks dispute or to respond to a specific inquiry from a Class Member. The parties agree the Social Security numbers will be used only by the Settlement Administrator for the sole purpose of effectuating the Agreement and will not be provided to Class Counsel at any time or in any form, or included in notices. Social Security numbers and contact information of the Class Members shall not be filed with the Court except as ordered by the Court, and if placed under seal.

8. Subject to preliminary approval of the Settlement by the Court, the Parties will adhere to the following schedule:

(a) The hearing for final approval of the Settlement ("Final Approval Hearing") should be set at least ninety (90) calendar days after the preliminary approval hearing.

(b) Within seven (7) calendar days after Defendant provides the Class List to the Settlement Administrator, the Settlement Administrator shall mail via First Class U.S. mail the

court-approved Class Notice to the Class Members.

(c) The Class Members to whom Class Notices are sent will have forty-five (45) calendar days from the date of mailing of the Class Notice to submit a Request for Exclusion, Objection, or Workweeks Dispute (“Response Deadline”). With respect to Class Notices that are returned as undeliverable on or before the Response Deadline, the Settlement Administrator will search for an alternative address by way of skip-trace and re-mail the Class Notice within five (5) calendar days. In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended by fifteen (15) calendar days.

i) Class Members may dispute the number of Workweeks (as described herein) to which they have been credited, as reflected in their Class Notices, by mailing a written dispute to the Settlement Administrator (“Workweeks Dispute”). A Workweeks Dispute must: (a) contain the case name and number of the Action; (b) be signed by the Class Member; (c) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the Class Member; (d) clearly state that the Class Member disputes the number of Workweeks credited to him or her and what he or she contends is the correct number to be credited to him or her; (e) include information and/or attach documentation demonstrating that the number of Workweeks that he or she contends should be credited to him or her is correct; and (f) be returned by mail or fax to the Settlement Administrator at the specified address and/or fax number, postmarked or fax-stamped on or before the Response Deadline. The date of the postmark on the return mailing envelope or fax-stamp will be the exclusive means to determine whether a dispute has been timely submitted. Absent information and/or documentation rebutting the accuracy of Defendant’s records and data as they pertain to the number of Workweeks to be credited to a disputing Class Member, Defendant’s records will be presumed correct and determinative of the dispute. However, if a Class Member produces information and/or documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member and the Settlement Administrator will resolve and determine the number of eligible Workweeks that the disputing Class Member should be credited with under the Settlement. The Settlement Administrator’s decision on such disputes will be final and non-appealable. However, in no event will Defendant be required to pay any amount in addition to the Gross Settlement Amount in the event or on the basis that the Settlement Administrator determines a Workweeks Dispute in a Class Member’s favor.

ii) Class Members may request to be excluded from the Class Settlement by mailing a written request (“Request for Exclusion”) to the Settlement Administrator. A Request for Exclusion must: (a) contain the case name and number of the Action; (b) be signed by the Class Member; (c) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the Class Member; (d) clearly state that the Class Member does not wish to be included in the Class Settlement; and (e) be returned by mail or fax to the Settlement Administrator at the specified address and/or fax number, postmarked or faxed on or before the Response Deadline. A Class Member who does not submit a valid and timely Request for Exclusion will be deemed a Settlement Class Member and will be bound by the Class Settlement if the Settlement is granted final approval by the Court. The date of the postmark on the return mailing envelope or fax-stamp will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant’s counsel the Requests for Exclusion that were

timely submitted and also identify the individuals who have submitted a valid and timely Request for Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to opt out of the Class Settlement. Any Class Member who submits a Request for Exclusion is prohibited from making any objection to the Class Settlement. A Class Member who submits a valid and timely Request for Exclusion will not be bound by the Class Settlement and will not receive an Individual Settlement Share; however, if the Class Member is also an Aggrieved Employee, he or she will nevertheless be bound to the PAGA Settlement and will still receive their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

iii) A Class Member may object to the Class Settlement, as long as he or she has not submitted a Request for Exclusion (i.e., he or she is a Settlement Class Member), by mailing a written objection to the Settlement Administrator (“Notice of Objection”). A Notice of Objection must: (a) contain the case name and number of the Action; (b) be signed by the Class Member; (c) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the Class Member; (d) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail or fax to the Settlement Administrator at the specified address and/or fax number, postmarked or faxed on or before the Response Deadline. The postmark or fax-stamp date will be deemed the exclusive means for determining that the Notice of Objection is timely. Class Members who fail to object in the specific and technical manner specified in this Agreement, or otherwise ordered by the Court, will be deemed to have waived all objections. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to object to the Class Settlement or appeal from the final approval order and judgment. Settlement Class Members who timely submit a Notice of Objection may appear at the Final Approval Hearing in person or through counsel or may also present their objection at the Final Approval Hearing.

(d) At least fourteen (14) calendar days after the Response Deadline, the Settlement Administrator shall provide a declaration to Class Counsel and Defendant’s counsel of the mailing of the Class Notices to all Class Members.

(e) Before the Final Approval Hearing, Class Counsel shall file the motion for final approval and application for Attorneys’ Fees and Costs, Enhancement Payments and Settlement Administration Costs, pursuant to the deadline ordered by the Court.

(f) Within five (5) business days after the Effective Date (as defined below), Defendant shall provide the Gross Settlement Amount and the employer’s share of taxes and contributions in connection with the wages portion of the Individual Settlement Shares (“Employer Taxes”) to the Settlement Administrator.

(g) Within ten (10) calendar days after receiving the Gross Settlement Amount, the Settlement Administrator shall issue all payments consistent with the terms of this Agreement to (1) the LWDA, (2) the Aggrieved Employees, (3) the Settlement Class Members, (4) Plaintiffs, (5) Class Counsel, and (6) itself, pursuant to this Agreement. The Settlement Administrator shall

provide as appropriate an IRS Form W-2 or 1099 to each payment recipient.

9. The Settlement is contingent upon, and effective only upon occurrence of, the following (i.e. this Agreement is conditional and shall be void *ab initio* unless each of the below-listed conditions occurs):

(a) The Court enters an order granting preliminary approval of the Settlement and conditional certification of the Class for settlement purposes, consistent with the terms described herein;

(b) The Class Notice is mailed to Class Members consistent with the Court's order of preliminary approval of the Settlement;

(c) The Court enters an order granting final approval of the Settlement and judgment consistent with the terms described in this Agreement; and

(d) Any objection or challenge to the Settlement described herein, by appeal or otherwise, is resolved in favor of enforcement of the Settlement.

10. Plaintiffs agree that the Gross Settlement Amount and payments described herein shall constitute the entire amount of monetary consideration to be provided to Plaintiffs, the Settlement Class Members, the LWDA, and Aggrieved Employees by Defendant related this Agreement. Plaintiffs, Settlement Class Members, the LWDA, and the Aggrieved Employees may not seek any further compensation for any other claimed damages, costs, or attorneys' fees in connection with the respective claims released pursuant to this Agreement, except as stated herein.

11. As to the PAGA Settlement, no Aggrieved Employee can object to or opt out of the PAGA Settlement.

12. With the exception of the payments explicitly identified by this Agreement, the Parties shall each bear their own attorneys' fees and costs.

13. The amounts to be paid to Aggrieved Employees pursuant to this Agreement ("Individual PAGA Payments") shall be determined on a *pro rata* basis, based on the number of Workweeks worked by each Aggrieved Employee as an hourly-paid or non-exempt employee of Defendant in California during the PAGA Period ("PAGA Workweeks"), as calculated by the Settlement Administrator. The PAGA Employee Amount will be divided by the total number of PAGA Workweeks worked by all Aggrieved Employees to produce a "Weekly PAGA Value." The Weekly PAGA Value will be multiplied by the number of PAGA Workweeks attributable to an individual Aggrieved Employee to derive his or her Individual PAGA Payment.

14. The amounts to be paid to Settlement Class Members pursuant to this Agreement ("Individual Settlement Shares") shall be determined on a *pro rata* basis, based on the number of Workweeks worked by each Settlement Class Member as an hourly-paid or non-exempt employee of Defendant in California during the Class Period, as calculated by the Settlement Administrator ("Workweeks"). The Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek Value," and

multiply each Settlement Class Member's individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share. The net payment of each Settlement Class Member's Individual Settlement Share, after reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, is referred to as the "Individual Settlement Payment."

15. No portion of the Enhancement Payments paid to Plaintiffs is or shall be deemed compensation of wages. No withholding shall be made in relation to the Enhancement Payments. An IRS 1099 Miscellaneous form shall be issued to Plaintiffs by the Settlement Administrator at the same time the Enhancement Payments are issued to them by the Settlement Administrator.

16. No portion of the Individual PAGA Payments paid to Aggrieved Employees, is or shall be deemed compensation of wages. Rather, the Individual PAGA Payments are considered payments for civil penalties only under PAGA. No withholding shall be made in relation to the Individual PAGA Payments. An IRS 1099 Miscellaneous form shall be issued by the Settlement Administrator to each Aggrieved Employee at the same time the Individual PAGA Payment checks for the Aggrieved Employees are issued by the Settlement Administrator.

17. For purposes of calculating applicable taxes and withholdings for each Individual Settlement Share, the Parties agree that twenty percent (20%) of each Individual Settlement Share constitutes wages and will be reported on IRS Form W-2, and the remaining eighty percent (80%) of each Individual Settlement Share constitutes interest, penalties, and other non-wage damages and will be reported on IRS Form 1099. The Settlement Administrator shall calculate and deduct the employee's required share of withholdings and payroll taxes from each Individual Settlement Share, and issue checks to Settlement Class Members for their Individual Settlement Payment (i.e., the net payment of their Individual Settlement Share). Defendant shall pay the Employer Taxes in addition to the Gross Settlement Amount, to the Settlement Administrator, and the Settlement Administrator will forward the Employer Taxes to the pertinent taxing authorities.

18. Plaintiffs, and each of them, represent that, with the exception of the Action, the Ortega LWDA Notice, and the Sheppard LWDA Notice, Plaintiffs, and each of them, have not filed any allegations, charges, complaints, claims, actions, causes of action, lawsuits, or proceedings against Company, its officers, agents, directors, supervisors, employees, representatives or insurers with any state, federal, or local agency or court, and they, and each of them, will not do so at any time hereafter to the extent based on their employment with Defendant prior to execution of this Agreement. If any agency or court assumes jurisdiction of any such complaint, claim, or action against Company or any of its officers, agents, directors, supervisors, employees, representatives, or insurers on behalf of Plaintiffs, or any of them, Plaintiffs agree they will direct that agency or court to withdraw from or dismiss with prejudice the matter to the extent possible.

19. The Parties and their attorneys each agree that, except to the extent such information is part of the public record, they will keep the fact, terms, and amount of this Agreement completely confidential and not hereafter disclose any information concerning this Agreement to anyone, provided that they may make such disclosures (1) as required by law, (2) for purposes of obtaining Court approval of this Agreement, (3) to the LWDA as required by the PAGA statute, and (4) as is necessary to comply with law enforcement and/or respond to inquiries

by taxing authorities. The Parties may also make such disclosures if commanded by subpoena or court order. If so commanded, each party agrees to immediately provide notice of a subpoena or court order to the other party, via its counsel, so that that party can seek any relief necessary prior to the disclosure. Nothing herein will restrict Class Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Class Counsel's qualifications and experience.

20. Plaintiffs shall not disclose, either directly or indirectly, to any person, company, or entity, any trade secret, proprietary information, or any confidential information of or about Defendant learned during Plaintiffs' employment with Defendant, including but not limited to information about its business, technology, assets, financial condition, customer information, and methods of doing business, except to the extent disclosure of such information may be required by law or may be expressly requested in writing by an authorized officer of Defendant. The Parties and their counsel agree and covenant that they shall not at any time make, publish, or communicate to any person or entity or in any public forum, including, but not limited to, social media or review websites or applications, any defamatory, false or disparaging remarks, comments, or statements concerning each other, including concerning Defendant or its business, or any of its employees, officers, or directors, or its existing and prospective customers, suppliers, investors, and other associated third parties, now or in the future. This paragraph does not, in any way, restrict or impede the Parties or their counsel from submitting declarations to facilitate Court approval of the Settlement or exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order.

21. Nothing in this agreement is intended to prevent or restrict discussion or disclosure of factual information regarding sexual assault, sexual harassment, harassment, discrimination, unlawful acts in the workplace (i.e. harassment or discrimination or any other conduct for which there is reason to believe said conduct is unlawful), failure to prevent an act of workplace harassment or discrimination, and/or an act of retaliation against a person for reporting or opposing harassment or discrimination.

22. Upon the Effective Date and the full funding of the Gross Settlement Amount, Settlement Class Members shall be deemed to have fully, finally and forever settled and released any and all of the Class Released Claims, and all Aggrieved Employees will be deemed to have fully, finally and forever settled and released any and all of the PAGA Released Claims.

23. Upon the Effective Date and the full funding of the Gross Settlement Amount, Plaintiffs irrevocably and unconditionally waive, release, and forever discharge the Released Parties from any and all charges, complaints, claims, demands, actions, causes of action, judgments, rights, fees, damages, debts, obligations, and liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiffs at any time heretofore had or claimed to have or which Plaintiffs may have or claim to have regarding events that have occurred on or before the date of this Agreement, including, without limitation, any and all claims related or in any manner incidental to the Action.

24. All rights under section 1542 of the Civil Code of the State of California are hereby

expressly waived by Plaintiffs, as to the release of claims by Plaintiffs. Section 1542 of the Civil Code of the State of California provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

25. The judgment entered by the Court granting final approval of the Settlement shall have *res judicata* effect as to a) each Settlement Class Member, as to the Class Released Claims, for the Class Period b) as to each Aggrieved Employee, as to the PAGA Released Claims, for the PAGA Period, and 3) the State of California with respect to the Aggrieved Employees as to the PAGA Released Claims, for the PAGA Period.

26. Defendant has represented there are no more than approximately 29,408 total Workweeks worked by Class Members during the Class Period. If the number of Workweeks worked by Class Members during the Class Period is more than ten percent (10%) greater than this 29,408 figure (i.e. if the actual Workweeks are calculated at 32,348 or more), Defendant agrees to increase the Gross Settlement Amount on a proportional basis (i.e. if there was a twelve percent (12%) increase in the number of Workweeks worked by Class Members, Defendant would agree to increase the Gross Settlement Amount by two percent (2%)).

27. Should the Court not approve the Settlement, the Parties shall meet and confer to make reasonable efforts to address any issues raised by the Court in order to obtain the Court's approval, except that Defendant will not be required under any circumstances to increase the Gross Settlement Amount other than as explicitly provided for elsewhere in this Agreement. If the Parties cannot obtain approval from the Court despite said efforts, they shall be restored to their litigation positions as of April 1, 2021, and this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used in this Action or any other action.

28. The Settlement Administrator may, at its discretion, distribute the Individual Settlement Payment and Individual PAGA Payment by way of a single check that combines both payments (if applicable). Individual Settlement Payment and Individual PAGA Payment checks will expire one hundred eighty (180) calendar days from the date they are issued by the Settlement Administrator. After the 180-day period, the Settlement Administrator shall cancel checks and remit any remaining funds associated with cancelled checks to Legal Aid at Work as the *cy pres* recipient. The proposed *cy pres* recipient, Legal Aid at Work, operates Workers' Rights Clinic throughout California, providing low-income and unemployed people with free, confidential information about their legal rights related to work in California, in multiple languages. The Parties and their counsel each represent that they do not have any financial interest in, or otherwise have a relationship with, the proposed *cy pres* recipient that could create a conflict of interest. The Settlement Administrator may, as necessary, undertake amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the cancellation of any Individual Settlement Payment and/or Individual PAGA Payment checks. To the extent the Settlement Administrator is able to obtain or receive the return or refund of the amounts that were transmitted to taxing authorities for the employer's and/or employees'

share of taxes, contributions, and/or withholding associated with cancelled Individual Settlement Payments, all such amounts shall also be transmitted to Legal Aid at Work. Settlement Class Members and Aggrieved Employees whose Individual Settlement Payment and Individual PAGA Payment checks are cancelled shall, nevertheless, be bound by this Settlement Agreement and the release of claims set forth herein.

29. After the entry of the Final Approval Order and Judgment, in conformity with California Rules of Court, rule 3.769, Class Counsel will take necessary steps, as ordered by the Court, to submit final accounting and disbursement compliance declarations and reports, and if necessary, an amended judgment pursuant to California Code of Civil Procedure, section 384, et seq., in order to have the case closed.

30. Except where an alternative method of notice is specifically authorized or agreed to by the Parties, any notice or other things to be given or delivered under or pursuant to this Agreement, shall be given pursuant to California Code of Civil Procedure as follows:

To Plaintiffs and Class Counsel:

Edwin Aiwarzian, Esq.
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

To Defendant:

Alexandra M. Asterlin
PALMER KAZANJIAN WOHL
HODSON LLP
2277 Fair Oaks Boulevard, Suite 455
Sacramento, California 95825

31. Plaintiffs specifically represent and agree that they have reviewed all aspects of this Agreement; have carefully read and fully understand all the provisions of this Agreement; understand that in agreeing to this document they are releasing Defendant and Released Parties from claims they may have against Defendant and Released Parties as set forth herein; voluntarily agree to all the terms set forth in this Agreement, including without limitation, the waiver, release, and covenants contained in it, and knowingly and willingly intend to be legally bound by the same; are signing this Agreement, including the waiver and release, in exchange for good and valuable consideration in addition to anything of value to which they are otherwise entitled; were given the opportunity to consider the terms of this Agreement and discuss them with counsel; and the terms of this Agreement were determined through negotiation between the Parties' attorneys.

32. The Parties hereto represent and acknowledge that in executing this Agreement they do not rely and have not relied upon any representation or statement made by any of the Parties or by any of the Parties' agents, attorneys, or representatives with regard to the subject matter, basis, or effect of this Agreement or otherwise, other than those specifically stated in this written Agreement.

33. This Agreement shall be binding upon the Parties and their heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of the Parties and each of them and to their heirs, administrators, representatives, executors, successors, and assigns. Plaintiffs expressly warrant that they have not transferred to any person or entity any rights, causes

of action, or claims released in this Agreement.

34. This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements or understandings, written or oral, between the Parties pertaining to the subject matter hereof.

35. The Parties agree to hold in abeyance all proceedings in the Action (including with respect to California Code of Civil Procedure section 583.310), except such proceedings necessary to implement and complete the Settlement, pending the Final Approval Hearing to be conducted by the Court.

36. This Agreement shall be governed by and construed in accordance with the laws of California (including its statutes of limitations), without regard to any conflicts of laws principles that would require the laws of any other jurisdiction to apply. Pursuant to California Code of Civil Procedure section 664.6, the Sacramento County Superior Court shall retain continuing jurisdiction over this Action and over all parties, to the fullest extent necessary to enforce and effectuate the terms and intent of this Agreement, until the Action is closed by the Court. The Parties irrevocably submit to the exclusive jurisdiction of this Court and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

37. Prior to filing of this Agreement and the motion for preliminary approval with the Court, no provision of this Agreement may be amended or modified unless the terms of the amendment or modification are explicitly set forth and agreed to in writing and signed by the Parties or their counsel. After filing of this Agreement and the motion for preliminary approval with the Court, no provision of this Agreement may be amended or modified unless the terms of the amendment or modification are explicitly set forth and agreed to in writing and signed by the Parties or their counsel and approved by the Court.

38. The failure of or delay by either of the Parties in exercising any right, power, or privilege under this Agreement will not operate as a waiver of a right, power, or privilege or preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

39. This Agreement was negotiated at arms-length by the Parties and shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties.

40. It is further understood and agreed that if, at any time, a violation of any term of this Agreement is asserted by any Party, that Party shall have the right to seek any necessary and proper relief, including but not limited to damages, and the prevailing Party shall be entitled to recover its reasonable costs and attorneys' fees.

APPROVED AS TO FORM AND CONTENT:

Dated: 08/02/2022 _____

Electronically Signed
2022-08-02 18:27:05 UTC - 172.58.89.196
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ALICIA ORTEGA, Plaintiff

Dated: _____

BRYAN SHEPPARD, Plaintiff

Dated: _____

SHANTEANNA BROWN, Plaintiff

Dated: _____

RAYVEYONE BROWN, Plaintiff

SMARTGUARD, INC.

Dated: _____

By: _____

Name:

Title:

APPROVED AS TO FORM:

Dated: _____

EDWIN AIWAZIAN
Lawyers for Justice, PC
Attorneys for Plaintiffs and Proposed Class
Counsel

Dated: _____

ALEXANDRA M. ASTERLIN
Palmer Kazanjian Wohl Hodson LLP
Attorneys for Defendant

APPROVED AS TO FORM AND CONTENT:

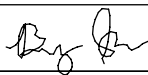
Dated: _____

Dated: 08/2/2022

Dated: _____

Dated: _____

ALICIA ORTEGA, Plaintiff

Electronically Signed 2022-08-02 16:57:45 UTC - 172.58.37.91

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BRYAN SHEPPARD, Plaintiff

SHANTEANNA BROWN, Plaintiff

RAYVEYONE BROWN, Plaintiff

SMARTGUARD, INC.

Dated: _____

By: _____

Name:

Title:

APPROVED AS TO FORM:

Dated: _____

EDWIN AIWAZIAN

Lawyers *for* Justice, PC

Attorneys for Plaintiffs and Proposed Class
Counsel

Dated: _____

ALEXANDRA M. ASTERLIN

Palmer Kazanjian Wohl Hodson LLP

Attorneys for Defendant

APPROVED AS TO FORM AND CONTENT:

Dated: _____

ALICIA ORTEGA, Plaintiff

Dated: _____

BRYAN SHEPPARD, Plaintiff

Dated: 08/02/2022

Electronically Signed
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2022-08-02 17:20:39 UTC - 166.216.158.159
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SHANTEANNA BROWN, Plaintiff

Dated: _____

RAYVEYONE BROWN, Plaintiff

SMARTGUARD, INC.

Dated: _____

By: _____

Name:

Title:

APPROVED AS TO FORM:

Dated: _____

EDWIN AIWAZIAN
Lawyers for Justice, PC
Attorneys for Plaintiffs and Proposed Class
Counsel

Dated: _____

ALEXANDRA M. ASTERLIN
Palmer Kazanjian Wohl Hodson LLP
Attorneys for Defendant

APPROVED AS TO FORM AND CONTENT:

Dated: _____

ALICIA ORTEGA, Plaintiff

Dated: _____

BRYAN SHEPPARD, Plaintiff

Dated: _____

SHANTEANNA BROWN, Plaintiff

Dated: 08/02/2022

Electronically Signed
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2022-08-02 17:18:05 UTC - 107.127.18.15
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RAYVEYONE BROWN, Plaintiff

SMARTGUARD, INC.

Dated: _____

By: _____

Name:

Title:

APPROVED AS TO FORM:

Dated: August 2, 2022



EDWIN AIWAZIAN
Lawyers for Justice, PC
Attorneys for Plaintiffs and Proposed Class
Counsel

Dated: _____

ALEXANDRA M. ASTERLIN
Palmer Kazanjian Wohl Hodson LLP
Attorneys for Defendant

APPROVED AS TO FORM AND CONTENT:

Dated: _____

ALICIA ORTEGA, Plaintiff

Dated: _____

BRYAN SHEPPARD, Plaintiff

Dated: _____

SHANTEANNA BROWN, Plaintiff

Dated: _____

RAYVEYONE BROWN, Plaintiff

SMARTGUARD, INC.

Dated: 4/5/22

By: _____

Name: JOHN A. WICKLAND, III

Title: CHAIRMAN of the BOARD

APPROVED AS TO FORM:

Dated: _____

EDWIN AIWAZIAN

Lawyers for Justice, PC

*Attorneys for Plaintiffs and Proposed Class
Counsel*

Dated: _____

ALEXANDRA M. ASTERLIN

Palmer Kazanjian Wohl Hodson LLP

Attorneys for Defendant

APPROVED AS TO FORM AND CONTENT:

Dated: _____

ALICIA ORTEGA, Plaintiff

Dated: _____

BRYAN SHEPPARD, Plaintiff

Dated: _____

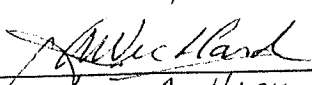
SHANTEANNA BROWN, Plaintiff

Dated: _____

RAYVEYONE BROWN, Plaintiff

SMARTGUARD, INC.

Dated: 4/5/22

By: 
Name: JOHN A. WICKLAND, III
Title: CHAIRMAN OF THE BOARD

APPROVED AS TO FORM:

Dated: _____

EDWIN AIWAZIAN
Lawyers for Justice, PC
Attorneys for Plaintiffs and Proposed Class
Counsel

Dated: 8/11/22


ALEXANDRA M. ASTERLIN
Palmer Kazanjian Wohl Hodson LLP
Attorneys for Defendant