

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2
3
4
5
6
7
8
9
10

11

12
13
14
15

16
17
18

19
20
21
22

23
24
25
26
27

1 5. “Class Members” means Plaintiffs and all current and former non-exempt employees
2 who were employed by ACTS-Aviation Security, Inc. formerly known as Gate Safe, Inc. in California,
3 during the Class Period defined below.

4 6. “Class Notice” means the Notice of Class Action Settlement, substantially in the form
5 attached hereto as “**Exhibit 1**,” including English and Spanish translations, which shall be subject to
6 Court approval, and which the Settlement Administrator shall mail to each Class Member explaining
7 the terms of the Settlement. The Class Notice will set forth the Class Member’s total number of
8 Compensable Workweeks and estimated Individual Settlement Award.

9 7. “Class Period” means the period from May 12, 2016 through the date the Court grants
10 Preliminary Approval of the Settlement or January 31, 2022, whichever occurs first.

11 8. “Compensable Workweeks” means the total number of weeks during which a Class
12 Member worked for Defendant as a non-exempt employee during the Class Period, based on
13 Defendant’s records. Each Class Member’s number of Compensable Workweeks will be used to
14 calculate the amount of his or her pro rata Individual Settlement Award.

15 9. “Defendant” means ACTS-Aviation Security, Inc., f/k/a Gate Safe, Inc.

16 10. “Defense Counsel” means Tim Freudenberger, Nancy Lubrano and Brian Cole of CDF
17 Labor Law LLP.

18 11. “Effective Date” refers to the date by which the last of the following has occurred: (1)
19 the Stipulation has been executed by all Parties, Class Counsel and Defense Counsel; (2) the Court
20 has granted preliminary approval to the Settlement; (3) the Class Notice has been sent to the Class
21 Members, providing them with an opportunity to object to the terms of the Settlement; (4) the Court
22 has held a Final Approval Hearing, entered a Final Order and Judgment, and approved the Stipulation,
23 and no objections have been filed; or, if an objection has been filed, and (5) five business days after
24 the period for filing any appeal, writ or other appellate proceeding opposing the Court’s Final Order
25 and Judgment has elapsed without any appeal, writ or other appellate proceeding having been filed.
26 For purposes of determining the Effective Date, the Parties agree that only California Courts have
27 jurisdiction over any such appeals, except for any appellate procedure over which the United States
28 Supreme Court may exercise jurisdiction.

1 12. “Employer’s Share of Payroll Taxes” means Defendant’s share of payroll taxes
2 (including but not limited to FICA and FUTA) on the portion of the Individual Settlement Awards
3 that constitutes wages, which is to be paid to the Settlement Administrator apart from and in
4 addition to the Gross Settlement Amount.

5 13. “Final Approval Hearing” means the hearing to be conducted by the Court after
6 Plaintiffs file an appropriate motion, and following appropriate notice to the Class Members, at which
7 time Plaintiffs will request that the Court finally approve the fairness, reasonableness and adequacy
8 of the terms and conditions of Settlement, enter the Final Order and Judgment, and take other
9 appropriate action.

10 14. “Final Order and Judgment” means the order and judgment to be entered by the Court
11 upon granting final approval of the Settlement and this Stipulation as binding upon the Parties and
12 Participating Class Members.

13 15. “Gross Settlement Amount” refers to the sum of Seven Hundred and Seventy-Five
14 Thousand Dollars (\$775,000). The Gross Settlement Amount includes all Individual Settlement
15 Awards to Class Members, PAGA Group Member Payments, the Settlement Administration Costs,
16 the Class Counsel Award, the Service Awards, and the PAGA payment to the LWDA. The Gross
17 Settlement Amount does not include the Employer’s Share of Payroll Taxes, which shall be paid
18 separately and apart from the Gross Settlement Amount. Defendant shall pay the Gross Settlement
19 Amount to the Settlement Administrator within fourteen (14) calendar days of the Effective Date.

20 16. “Individual Settlement Award” means the amount payable from the Net Settlement
21 Amount to each Class Member.

22 17. “LWDA” means the California Labor & Workforce Development Agency.

23 18. “Net Settlement Amount” means the Gross Settlement Amount less the following
24 amounts, subject to approval by the Court: the Class Counsel Award, Settlement Administration
25 Costs, the Service Awards, PAGA Group Member Payments, and the PAGA payment to the LWDA.

26 19. “Notice of Objection” means a Class Member’s written objection to the Settlement.

27 ///

28 ///

1 20. “Notice Packet” means the packet of documents which shall be mailed to all Class
2 Members by the Settlement Administrator, which shall include the Class Notice (**Exhibit 1**) and
3 Exclusion Form (**Exhibit 2**).

4 21. “PAGA” means the Labor Code Private Attorneys General Act of 2004, California
5 Labor Code §§ 2698, et seq.

6 22. “PAGA Amount” means Fifty-Thousand Dollars (\$50,000.00) of the Gross Settlement
7 Amount payable as PAGA civil penalties, 75% of which, or Thirty-Seven Thousand, Five Hundred
8 Dollars (\$37,500.00), will be payable to the LWDA for its share of PAGA penalties, and the remaining
9 25%, or Twelve Thousand, Five Hundred Dollars (\$12,500.00), will be payable to PAGA Group
10 Members based on total workweeks worked during the PAGA Period.

11 23. “PAGA Period” means March 3, 2019 through the date the Court grants Preliminary
12 Approval of the Settlement or January 31, 2022, whichever occurs first.

13 24. “PAGA Group Member” means Plaintiffs and all current and former non-exempt
14 employees who were employed by ACTS-Aviation Security, Inc. formerly known as Gate Safe, Inc.
15 in California during the PAGA Period defined above.

16 25. “PAGA Group Member Payments” means each PAGA Group Members pro rata share
17 of PAGA penalties.

18 26. “Parties” means Plaintiffs and Defendant.

19 27. “Participating Class Member” means a Class Member who does not opt out of the
20 Settlement by submitting a timely and valid Exclusion Form in accordance with this Stipulation.

21 28. “Plaintiffs” means Plaintiffs Doris Edelmira Pagan, Ashley Abrams, Elmer Alfaro and
22 Christine Williams.

23 29. “Preliminary Approval Order” means the order to be issued by the Court approving
24 and authorizing the mailing of the Notice Packet by the Settlement Administrator, setting the date of
25 the Final Approval Hearing, and granting preliminary approval of the Settlement set forth in this
26 Stipulation, among other things.

27 30. “Released Claims” with respect to the Class Members and Plaintiffs means all claims,
28 demands, rights, liabilities and causes of action and factual or legal theories that were alleged in any

1 of the complaints filed in the Actions or PAGA notices submitted to the LWDA and Defendant, or
2 which could have been pled based on the factual allegations in any of the complaints filed in the
3 Actions arising from the alleged violation of any provision of state or local law or regulation, that
4 arose during the Class Period, including, but not limited to, all claims for failure to provide meal
5 periods, all claims for failure to authorize and permit rest periods, all claims for failure to pay all
6 wages, including overtime wages, all claims for waiting time penalties/late payment of wages, all
7 claims for failure to maintain and provide accurate itemized wage statements, all claims under
8 California Code of Civil Procedure Section 1021.5, all claims under California Labor Code sections
9 200-204, 205, 206, 206.5, 210, 212, 216, 218, 218.5, 218.6, 221-224, 225.5, 226, 226.2, 226.3, 226.7,
10 227.3, 232.5, 233-234, 245-248.5, 256, 432.5, 432.7, 510, 512, 551, 552, 558, 558.1, 1024.5, 1102.5,
11 1153, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197-1198, 1199, 1400, *et seq.*, 2751, 2802, 2810.5, 6401,
12 6403, and all applicable Wage Orders and applicable sections of the California Code of Regulations,
13 all claims under the federal Worker Adjustment and Retraining Notification Act, all claims for
14 penalties under the California Private Attorneys General Act (California Labor Code section 2698 *et*
15 *seq.*) predicated upon any of the Labor Code violations that were or could have been alleged in any
16 of the complaints in the Actions, including, but not limited to, all unfair competition law claims
17 (including pursuant to Business and Professions Code section 17200 *et seq.* based on claims that were
18 alleged in the Actions, or could have been alleged in the Actions), and all other claims of any kind for
19 wages, penalties, interest, costs and attorneys' fees arising from the alleged violation of any provision
20 of state or local law or regulation that were or could have been raised as part of the Actions, based
21 upon the facts alleged, whether any of these claims are known or unknown, suspected or unsuspected,
22 which Plaintiffs or any of the Class Members have or had during the Class Period against any Released
23 Party (collectively, the "Released Claims"). It is the intent of this release to release all claims asserted
24 in the Actions and all claims that could have been asserted based upon the facts alleged in the Action,
25 whether or not labelled as a claim or cause of action..

26 31. "Released Parties" means Defendant and its past, present, and future divisions,
27 affiliates, parents, subsidiaries, predecessors, successors, assigns, shareholders, owners, officers,
28

1 directors, employees, agents, principals, heirs, trustees, attorneys, accountants, auditors, consultants,
2 representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, and privies.

3 32. "Response Deadline" means the date that is forty-five (45) days after the Settlement
4 Administrator mails the Notice Packets to Class Members, and the last date on which Class Members
5 may submit a Notice of Objection or Exclusion Form (**Exhibit 2**).

6 33. "Service Award" means the amount that the Court authorizes to be paid to each
7 respective Plaintiff, in addition to Plaintiffs' Individual Settlement Awards, in recognition of
8 Plaintiffs' efforts and the risks in assisting with the prosecution of the Action.

9 34. "Settlement" means the final and complete disposition of the Action pursuant to this
10 Stipulation.

11 35. "Settlement Administration Costs" means the reasonable costs and fees of
12 administration of the Settlement to be paid from the Gross Settlement Amount, including but not
13 limited to: (i) printing, mailing, and re-mailing (if necessary) of Notice Packets to Class Members;
14 (ii) preparing and submitting to Class Members, the Parties, and government entities all appropriate
15 tax filings and forms; (iii) computing the amount of and distributing Individual Settlement Awards,
16 PAGA Group Member Payments, the Service Awards, the Class Counsel Award, and the PAGA
17 payment to the LWDA; (iv) receiving and processing Notices of Objection, Exclusion Forms, and
18 disputes from Class Members regarding Compensable Workweeks; (v) establishing a Qualified
19 Settlement Fund, as defined by the Internal Revenue Code; (vi) calculating and remitting to the
20 appropriate government agencies all employer and employee payroll tax obligations arising from the
21 Settlement; and (vii) and preparing and submitting filings required by law in connection with the
22 payments required by the Settlement.

23 36. "Settlement Administrator" means ILYM Group, Inc.

24 **RECITALS**

25 37. Procedural History. *Abrams v. ACTS-Aviation Security, Inc. et al.*, Los Angeles
26 Superior Court Case No. 20STCV18399 was commenced on May 12, 2020 in the Superior Court of
27 the State of California, County of Los Angeles. Plaintiff Ashley Abrams asserted class claims based
28 on Defendant's alleged (1) failure to pay minimum wage; (2) failure to pay overtime wages; (3) failure

1 to provide meal periods; (4) failure to provide rest periods; (5) failure to furnish accurate wage
2 statements; (6) waiting time penalties; (7) failure to reimburse for business expenditures and losses;
3 (8) unfair business practices; and (9) civil penalties under the Private Attorneys General Act (“PAGA”).
4 On June 26, 2020, Defendant removed this action to the United States Central District of California,
5 Case No. 2:20-cv-05719 ODW (JEM).

6 38. *Pagan v. ACTS-Aviation Security, Inc. et al.*, Los Angeles Superior Court Case No.
7 20STCV19907 was commenced on May 22, 2020 in the Superior Court of the State of California,
8 County of Los Angeles. Plaintiff Pagan asserted class claims based on Defendant’s (1) failure to
9 provide required meal periods; (2) failure to provide required rest periods; (3) failure to pay overtime
10 wages; (4) failure to pay minimum wages; (5) failure to pay all wages due to discharged and quitting
11 employees; (6) failure to maintain required records; (7) failure to furnish accurate itemized wage
12 statements; (8) failure to indemnify employees for necessary expenditures incurred in discharge of
13 duties; (9) unfair and unlawful business practices and (10) a representative cause of action for civil
14 penalties under PAGA. On July 27, 2020, Defendant removed this action to the United States Central
15 District of California, Case No.2:20-cv-06686-ODW-JEM.

16 39. On January 22, 2021, Elmer Alfaro submitted a PAGA Notice to the LWDA alleging
17 meal and rest break violations, failure to pay wages, including overtime, failure to timely pay wages
18 during employment, failure to timely pay final wages, wage statement violations, failure to maintain
19 records, and unlawful deductions.

20 40. On January 22, 2021, Christine Williams submitted a PAGA Notice to the LWDA
21 alleging meal and rest break violations, unpaid wages, including overtime, failure to timely pay
22 employees wages during employment, failure to timely pay final wages, wage statement violations,
23 failure to maintain records, and unlawful deductions.

24 41. On October 26, 2021, *Christine Williams, et al. v. ACTS-Aviation Security, Inc., et al.*,
25 was commenced in the Superior Court of California, County of Los Angeles, Case No.
26 21STCV39474. Plaintiff Elmer Alfaro and Plaintiff Christine Williams allege a single cause of action
27 for violation of the California Labor Code Private Attorneys General Act of 2004.

1 42. Settlement Negotiations. On January 14, 2021, the Parties participated in a private
2 mediation session with mediator Joel M. Grossman, Esq. The parties did not settle at mediation.
3 However, with the assistance of the mediator, the Parties continued settlement negotiations and agreed
4 to a Mediator's Proposal, made subject to the Parties entering into a more comprehensive written
5 settlement agreement. The proposed settlement, if approved by the Court, would resolve this Action
6 in its entirety.

7 43. The Parties agree to remand the Actions to the Superior Court of California, County of
8 Los Angeles, consolidate the Actions, and to amend the pleadings as necessary, including to add
9 named Plaintiffs, allegations, facts, theories, and claims as necessary to effectuate the Released Claims
10 provision set forth herein.

11 44. Benefits of Settlement to Plaintiffs and the Class Members. Plaintiffs and Class
12 Counsel recognize the expense and length of continued proceedings necessary to litigate the Action
13 through trial and through any possible appeals. Plaintiffs have also taken into account the uncertainty
14 and risks of the outcome of further litigation, and the difficulties and delays inherent in such litigation.
15 Plaintiffs and Class Counsel are also aware of the burdens of proof necessary to establish liability for
16 the claims asserted in the Action, both generally and in response to Defendant's defenses, and the
17 difficulties in establishing damages, penalties, restitution and other relief sought in the Action.
18 Plaintiffs and Class Counsel also have taken into account Defendant's agreement to enter into a
19 settlement that confers substantial benefits upon the Class Members. Based on the foregoing,
20 Plaintiffs and Class Counsel have determined that the Settlement set forth in this Stipulation is fair,
21 adequate, and reasonable and is in the best interests of all Class Members.

22 45. Defendant's Reasons for Settlement. Even though Defendant contends that it is not
23 liable for any of the claims alleged by Plaintiffs in the Action, Defendant has agreed to settle the
24 Action upon the terms set forth in this Stipulation in order to put to rest the claims alleged in this
25 Action. Defendant have asserted, and continue to assert, that the claims asserted by Plaintiffs in the
26 Action have no merit and do not give rise to any liability, damages, restitution, penalties or other
27 payments. However, Defendant has concluded that further defense of the Action would be protracted
28 and expensive for all Parties. Substantial amounts of Defendant's time, energy, and resources have

1 been - and unless this Settlement is completed, shall continue to be - devoted to the defense of the
2 claims asserted in this Action. Defendant has also taken into account the risks of further litigation in
3 reaching its decision to enter into this Stipulation. This Stipulation is a compromise of disputed claims.
4 Nothing contained in this Stipulation, no documents referred to herein, and no action taken to carry
5 out this Stipulation, shall be construed or used as an admission by or against Defendant as to the merits
6 or lack thereof of the claims asserted in the Action. Defendant contends that it has at all times
7 complied with all applicable state, federal and local law.

8 **TERMS OF SETTLEMENT**

9 NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements
10 set forth herein, the Parties agree, subject to the Court's approval, as follows:

11 46. Binding Settlement. This Settlement shall bind the Parties and all Class Members,
12 subject to the terms and conditions hereof and the Court's approval.

13 47. Tax Liability. The Parties make no representations as to the tax treatment or legal
14 effect of the payments specified herein, and Class Members are not relying on any statement or
15 representation by the Parties, Class Counsel or Defense Counsel in this regard. Participating Class
16 Members will be responsible for the payment of all taxes and penalties assessed on the payments
17 specified herein, and shall hold the Parties, Class Counsel and Defense Counsel free and harmless
18 from and against any claims resulting from treatment of such payments as non-taxable, including the
19 treatment of such payments as not subject to withholding or deduction for payroll and employment
20 taxes.

21 48. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no provision of
22 this Stipulation, and no written communication or disclosure between or among the Parties, Class
23 Counsel or Defense Counsel and other advisers, is or was intended to be, nor shall any such
24 communication or disclosure constitute or be construed or be relied upon as, tax advice within the
25 meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the
26 acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax
27 counsel for advice (including tax advice) in connection with this Stipulation, (b) has not entered into
28 this Stipulation based upon the recommendation of any other party or any attorney or advisor to any

1 other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or
2 adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party;
3 and (3) no attorney or adviser to any other party has imposed any limitation that protects the
4 confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation
5 is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of
6 any transaction, including any transaction contemplated by this Stipulation.

7 49. Preliminary Approval of Settlement. The Parties agree to work diligently and
8 cooperatively to have this Settlement presented to the Court for preliminary approval. The
9 Preliminary Approval Order shall provide for, among other things, the Notice Packet to be sent to
10 Class Members, as specified herein.

11 50. Release by Plaintiffs and Other Participating Class Members: Upon the Effective Date
12 and upon Defendant's funding of the Gross Settlement Amount as described below, Plaintiffs and
13 other Participating Class Members shall be deemed to have released their respective Released Claims
14 against the Released Parties. In light of the Service Awards, Plaintiffs agree to release, in addition to
15 the Released Claims described above, all claims, whether known or unknown, under federal or state
16 law, against the Released Parties, including any and all charges, complaints, claims, liabilities,
17 obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights,
18 demands, costs, losses, debts, and expenses (including back wages, penalties, liquidated damages, and
19 attorneys' fees and costs actually incurred) of any nature whatsoever, from the beginning of time
20 through the Date of Finality or, if there are no objections to the settlement, the date of the Court's
21 Final Order Approving Settlement of Class Action, known or unknown, suspected or unsuspected,
22 including but not limited to all claims arising out of, based upon, or relating to his employment with
23 Defendant or the remuneration for, or, as applicable, termination of, such employment. Without
24 limiting the generality of the foregoing, Plaintiffs expressly releases all claims or rights arising out of
25 alleged violations of any contracts, express or implied (including but not limited to any contract of
26 employment); any contract or covenant of good faith or fair dealing (express or implied); any tort,
27 including negligence, fraud, misrepresentation under California Labor Code 970, negligent infliction
28 of emotional distress, intentional infliction of emotional distress, and defamation; any "wrongful

1 discharge,” “constructive discharge,” and “retaliation” claims; any claims relating to any breach of
2 public policy; any legal restrictions on Defendant’s right to discharge employees or refuse to hire
3 applicants; and any federal, state, or other governmental statute, regulation, or ordinance, including,
4 without limitation: (1) Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and national
5 origin discrimination or harassment, including retaliation for reporting discrimination or harassment);
6 (2) 42 U.S.C. § 1981 (discrimination); (3) sections 503 and 504 of the Rehabilitation Act of 1973
7 (handicap discrimination); (4) Equal Pay Act, 29 U.S.C. § 209(4)(1) (equal pay); (5) Americans with
8 Disabilities Act, 42 U.S.C. § 12100 et seq. (disability discrimination); (6) Family and Medical Leave
9 Act, 29 U.S.C. § 2601 et seq. (family/medical leave); (7) California Fair Employment and Housing
10 Act, Cal. Gov’t Code § 12900 et seq. (discrimination or harassment in employment and/or housing,
11 including discrimination or harassment based on race, religious creed, color, national origin, ancestry,
12 disability, medical condition, genetic information, marital status, sex, including pregnancy and related
13 conditions, sexual orientation, gender, gender identity, gender expression, military and veteran status,
14 or age, including retaliation for reporting discrimination or harassment); (8) California Family Rights
15 Act, Cal. Gov’t Code § 12945.1 et seq. (family/medical leave); (9) California Labor Code or any
16 Industrial Welfare Commission Wage Order; (10) the Fair Labor Standards Act, 29 U.S.C. § 201 et
17 seq.; (11) Executive Order 11246 (race, color, religion, sex, and national origin discrimination or
18 harassment); (12) Executive Order 11141 (age discrimination); (13) federal and California Worker
19 Adjustment and Retraining Notification Act; and (14) Employee Retirement Income Security Act, 29
20 U.S.C. § 1000 et seq. (employee benefits). Plaintiffs understands that this release includes unknown
21 claims and that Plaintiffs are, as a result, waiving all rights and benefits afforded by Section 1542 of
22 the California Civil Code, which provides:

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

27 ///

28 ///

1 Plaintiff Pagan's release will exclude all claims alleged and arising out of any pending workers'
2 compensation case or civil case against Defendant, including Los Angeles County Superior Court
3 Case No. 21STCV03801 and EAMS Case No. ADJ12870225.

4 Upon approval of the settlement, Plaintiffs further agree to be bound by a Mutual and Binding
5 Arbitration Agreement.

6 Plaintiffs acknowledge and understand that this is a full release of all existing claims whether
7 currently known or unknown including, but not limited to, claims for age discrimination under the
8 federal Age Discrimination in Employment Act, as amended by the Older Workers' Benefit Protection
9 Act of 1990, 29 U.S.C. §§ 621 et seq.. This paragraph and this Agreement are written in a manner
10 calculated to be understood by Plaintiffs. Plaintiffs are hereby advised in writing to consult with an
11 attorney of their own choosing before signing this Agreement. Plaintiffs further acknowledge that
12 they are expressly waiving their rights under the federal Age Discrimination in Employment Act, as
13 amended by the Older Workers Benefit Protection Act of 1990, 29 U.S.C. §§ 621 et seq., and that this
14 waiver is knowing and voluntary. Plaintiffs understand and acknowledge that they have been given
15 a period of twenty-one (21) calendar days to review and consider this Agreement before signing it,
16 they have had the opportunity to speak to counsel, and they understand that once this Agreement is
17 signed, this period has been waived and they do waive this period. If Plaintiffs decide not to use all
18 21 days, Plaintiffs knowingly and voluntarily waive any claims that Plaintiff were not given the 21-
19 day period or did not use the entire 21 days to consider this Agreement.

20 Plaintiffs may revoke this Agreement within seven (7) calendar days following the date
21 Plaintiffs sign this Agreement and have hereby been advised in writing that this Agreement shall not
22 become effective or enforceable until the revocation period has expired. Any such revocation must
23 be made in a signed writing and delivered to Nancy Lubrano, Esq., CDF Labor Law LLP, 18300
24 Von Karman Ave, Ste 800, Irvine, CA 92612, nlubrano@cdflaborlaw.com, no later than the end of
25 the 7th day after Plaintiffs sign this Agreement. This waiver shall become enforceable on the 8th
26 day after Plaintiffs sign the Agreement.

27 ///

28 ///

1 51. Indemnification for Disclosure of Class Information.

2 The Settlement Administrator shall not disclose Class Information for any other purpose than
3 to implement the terms of this Stipulation for Class Action Settlement, including the disclosure of
4 Class Information to relevant tax authorities. The Settlement Administrator has represented to
5 Counsel for both Parties that it will indemnify the Released Parties against any and all losses,
6 damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) arising
7 out of a breach of Class Information, negligent or inadvertent disclosure of the Class Information, or
8 any other disclosure of the Class Information that is not expressly authorized in this Stipulation.
9 Attached hereto as **Exhibit 3** is a true and correct copy of the agreement entered into between the
10 Settlement Administrator and Defendant for this purpose.

11 52. Settlement Administration.

12 a. Within ten (10) calendar days of entry of the Preliminary Approval Order,
13 Defendant shall provide the Settlement Administrator with the Class Information for purposes of
14 mailing the Notice Packets to Class Members.

15 i. Notice by First Class U.S. Mail. Within seven (7) calendar days after
16 receiving the Class Information from Defendant, the Settlement Administrator shall mail copies of
17 the Notice Packet (in both English and Spanish) to all Class Members via regular First Class U.S.
18 Mail. Before mailing the Notice Packets to Class Members, the Settlement Administrator shall
19 perform a search based on the National Change of Address Database maintained by the United States
20 Postal Service to update and correct any known or identifiable address changes. The Settlement
21 Administrator shall exercise its best judgment to determine the current mailing address for each Class
22 Member. The address identified by the Settlement Administrator as the current mailing address shall
23 be presumed to be the most current mailing address for each Class Member. The Parties agree that
24 this proposed notice procedure constitutes the best notice practicable to Class Members and fully
25 complies with due process.

26 ii. Undeliverable Notice Packets. If any Notice Packet is returned to the
27 Settlement Administrator as non-delivered on or before the Response Deadline, the Notice Packet
28 shall be re-mailed to the forwarding address affixed thereto within three (3) business days after it is

1 received by the Settlement Administrator. If no forwarding address is provided, the Settlement
2 Administrator shall promptly attempt to determine a correct address by the use of skip-tracing or
3 another type of automated search, using the name, address and/or Social Security number of the Class
4 Member involve. If an updated address is found, the Notice Packet shall be re-mailed to the updated
5 address within three (3) business days after the returned Notice Packet is received by the Settlement
6 Administrator. Class Members who are sent a re-mailed Notice Packet shall have their Response
7 Deadline extended by ten (10) calendar days from the date the Settlement Administrator re-mails the
8 Notice Packet. If these procedures are followed, notice to Class Members shall be deemed to have
9 been fully satisfied, and if the intended recipient of the Notice Packet does not receive the Notice
10 Packet, the intended recipient shall nevertheless remain a Class Member and, if he or she fails to
11 timely submit an Exclusion Form, shall be bound by all terms of the Settlement and the Final Order
12 and Judgment, subject to Court approval.

13 iii. Determination of Individual Settlement Awards. Defendant shall make
14 the Net Settlement Amount available to the Settlement Administrator for payment to Participating
15 Class Members. The Net Settlement Amount shall be divided among Class Members on a *pro rata*
16 basis, based on each Participating Class Member's respective number of Compensable Workweeks.
17 The Individual Settlement Awards will be determined by dividing the Net Settlement Amount by the
18 total number of Compensable Workweeks for all Participating Class Members, resulting in the
19 Workweek Value (i.e., $\text{Net Settlement Amount} \div \text{Total Compensable Workweeks} = \text{Workweek Value}$). The Workweek Value will then be multiplied by each Participating Class Member's respective
20 number of Compensable Workweeks, in order to yield the Participating Class Member's Individual
21 Settlement Award. In determining each Class Member's Compensable Workweeks, Defendant's
22 workweek data will be presumed to be correct, unless a Class Member proves otherwise by providing
23 credible documentary evidence. Class Members will have the opportunity, should they disagree with
24 the information stated in their Notice Packet, to provide documentation and/or an explanation to show
25 contrary information. Any such dispute, including any supporting documentation, must be mailed to
26 the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the
27 Settlement Administrator will consult with the Parties to determine whether an adjustment is
28

1 warranted. If the Parties cannot come to a consensus, outstanding disputes will be submitted to the
2 Court for a resolution at the Final Approval Hearing.

3 b. Objections and Exclusions. The Class Notice shall state that Participating
4 Class Members may object to the Settlement by submitting a written objection (“Notice of Objection”)
5 to the Settlement Administrator. The Notice of Objection must: (1) contain the Class Member’s full
6 name, address, dates of employment, and the last four digits of his or her Social Security number; (2)
7 contain the case name and number; (3) be signed by the Class Member or his or her legal
8 representative; (4) clearly and concisely state each specific objection and any legal and factual support
9 for the objection; (5) indicate whether the Class Member intends to approve at the Final Approval
10 Hearing; (6) be mailed to the Settlement Administrator at the address set forth in the Notice Packet,
11 postmarked no later than the Response Deadline; and (6) if the Class Member is represented by
12 Counsel, contain the name and contact information of his or her counsel. The Class Notice shall also
13 state that Class Members who wish to exclude themselves from the settlement shall submit an
14 Exclusion Form by the Response Deadline. Subject to review by Class Counsel, Defense Counsel
15 and the Court, the date of the postmark on the return mailing envelope on the Notice of
16 Objection/Exclusion Form shall be the exclusive means used to determine whether a Class Member
17 has timely submitted a Notice of Objection/Exclusion Form. Class Members who fail to timely submit
18 an Exclusion Form to the Settlement Administrator will be deemed Participating Class Members and
19 will be bound by the Settlement, if approved by the Court. At no time shall the Parties or their counsel
20 seek to solicit or otherwise encourage Class Members to submit a Notice of Objection or an Exclusion
21 Form, or from filing an appeal from the Final Order and Judgment.

22 c. Monitoring and Reviewing Settlement Administration. The Parties have the
23 right to monitor and review the administration of the Settlement to verify that the monies allocated
24 under the Settlement are distributed in the correct amounts, as provided for in this Stipulation.

25 d. Best Efforts. The Parties agree to use their best efforts to carry out the terms
26 of this Settlement.

27 53. Funding and Allocation of Gross Settlement Amount. Class Members shall not be
28 required to submit a claim in order to receive a share of the Net Settlement Amount, and no portion

1 of the Gross Settlement Amount shall revert to Defendant or result in an unpaid residue. Defendant
2 shall pay the Gross Settlement Amount to the Settlement Administrator within fourteen (14) calendar
3 days of the Effective Date. If the Settlement is not finally approved by the Court in full, or is
4 terminated, rescinded, canceled or fails to become effective for any reason, or if the Effective Date
5 does not occur, then no portion of the Gross Settlement Amount shall be paid.

6 a. Individual Settlement Awards. Individual Settlement Awards shall be paid
7 from the Net Settlement Amount pursuant to the formula set forth herein. The Individual Settlement
8 Awards shall be mailed by the Settlement Administrator by regular First Class U.S. Mail to each
9 Participating Class Member's last known mailing address within ten (10) calendar days after the date
10 on which Defendant has completed payment of the entire Gross Settlement Amount. Prior to mailing
11 the Individual Settlement Awards, the Settlement Administrator shall perform a search based on the
12 National Change of Address Database maintained by the United States Postal Service to update and
13 correct any known or identifiable address changes.

14 i. Individual Settlement Award payments shall be made by check and
15 shall be made payable to each Participating Class Member as set forth in this Stipulation.

16 ii. For tax purposes, each Individual Settlement Award shall be allocated
17 as follows: 1/3 wages, subject to all applicable tax withholdings (the "wage portion"); 1/3 as non-
18 wage penalties, not subject to payroll tax withholdings; and 1/3 as non-wage interest, not subject to
19 payroll tax withholdings. The Settlement Administrator shall issue an IRS Form W-2 to each
20 Participating Class Member for the wage portion of his or her Individual Settlement Award. The
21 Settlement Administrator shall issue an IRS Form 1099 to each Participating Class Member for the
22 portion of his or her Individual Settlement Award that is allocated as non-wage penalties and interest.

23 iii. The Employers' Share of Payroll Taxes shall be paid to the Settlement
24 Administrator by Defendants in addition to the Gross Settlement Amount. The Settlement
25 Administrator shall calculate the amount of the Employer's Share of Payroll Taxes and shall remit
26 and report the applicable portions of the payroll tax payment to the appropriate taxing authorities in a
27 timely manner.

1 iv. If any Individual Settlement Award check remains uncashed after one
2 hundred and eighty (180) calendar days from the date the check is issued, such check(s) will be voided
3 by the Settlement Administrator. Thereafter, the funds represented by any uncashed or undeliverable
4 checks shall be distributed to the State Controlled Unclaimed Property Fund.

5 v. All monies received by Participating Class Members under the
6 Settlement which are attributable to wages shall constitute income to such Participating Class
7 Members solely in the year in which such monies actually are received by the Participating Class
8 Members. It is expressly understood and agreed that the receipt of Individual Settlement Awards shall
9 not entitle any Participating Class Member to additional compensation or benefits under any collective
10 bargaining agreement or under any bonus, contest or other compensation or benefit plan or agreement
11 in place during the period covered by the Settlement, nor shall it entitle any Participating Class
12 Member to any increased pension and/or retirement, or other deferred compensation benefits. It is the
13 intent of the Parties that Individual Settlement Awards provided for in this Stipulation are the sole
14 payments to be made by Defendant to Participating Class Members in connection with this Settlement,
15 with the exception of Plaintiff, and that Participating Class Members are not entitled to any new or
16 additional compensation or benefits as a result of having received the Individual Settlement Awards.
17 Furthermore, the receipt of Individual Settlement Awards by Participating Class Members shall not,
18 and does not, by itself establish any general, special, or joint employment relationship between and
19 among the Participating Class Member(s) and Defendant.

20 b. Service Awards. Subject to Court approval, Plaintiffs Doris Edelmira Pagan,
21 Ashley Abrams, Elmer Alfaro, and Christine Williams shall each be paid a Service Award not to
22 exceed Ten Thousand Dollars (\$10,000.00), subject to approval by the Court, for their time and effort
23 in bringing and presenting the Action and for releasing their Released Claims, which Defendant shall
24 not oppose. The Service Awards shall be paid to Plaintiffs from the Gross Settlement Amount within
25 ten (10) calendar days after the later of the Effective Date or the date on which Defendant has
26 completed payment of the entire Gross Settlement Amount. The Settlement Administrator shall issue
27 an IRS Form 1099 to each Plaintiff for his Service Award. Each Plaintiff will be solely and legally
28 responsible to pay any and all applicable taxes on his respective Service Award and will hold harmless

1 Defendant, Class Counsel and Defense Counsel from any claim or liability for taxes, penalties, or
2 interest arising as a result of payment of the Service Award. The Service Award will be paid to
3 Plaintiffs in addition to any Individual Settlement Award to which Plaintiffs are otherwise entitled
4 under this Stipulation. Any amount requested by Plaintiffs for the Service Award and not awarded
5 by the Court shall become part of the Net Settlement Amount and will be distributed to Participating
6 Class Members as part of their Individual Settlement Awards.

7 c. Class Counsel Award. Subject to Court approval, Class Counsel will seek an
8 award of reasonable attorneys' fees in an amount not to exceed one-third (1/3) of the Gross Settlement
9 Amount, or Two Hundred Fifty Eight Thousand Three Hundred Thirty Three Dollars and Thirty Three
10 Cents (\$258,333.33). In addition, Class Counsel will also seek an award of litigation costs and
11 expenses associated with Class Counsel's prosecution of the Action in an amount not to exceed Thirty
12 Thousand Dollars (\$30,000.00). Class Counsel shall be paid any Court-awarded attorneys' fees and
13 costs by the Settlement Administrator, which shall be paid from the Gross Settlement Amount, within
14 ten (10) calendar days after the Effective Date. Class Counsel will be solely and legally responsible
15 to pay all applicable taxes on the Class Counsel Award. The Settlement Administrator will issue an
16 IRS Form 1099 to Class Counsel for the Class Counsel Award. Class Counsel will provide the
17 Settlement Administrator with a completed IRS Form W-9 in order for the Settlement Administrator
18 to process the Class Counsel Award and Expenses.

19 d. Settlement Administration Costs. The settlement administration fees and
20 expenses, which are estimated not to exceed Fifteen Thousand Dollars (\$15,000.00), shall be paid
21 from the Gross Settlement Amount. Prior to Plaintiffs' filing of a motion for final approval, the
22 Settlement Administrator will provide the Parties with a statement detailing the Settlement
23 Administration Costs to date. The Parties agree to cooperate in the Settlement Administration process
24 and to make all reasonable efforts to control and minimize Settlement Administration Costs. The
25 Settlement Administrator Costs shall be paid to the Settlement Administrator no later than seven (7)
26 calendar days after the Settlement Administrator transmits the funds represented by any uncashed or
27 undeliverable Individual Settlement Award checks to the appropriate entities, in accordance with
28 Paragraph 53.a.iv of this Stipulation.

i. The Parties 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.

ii. The Settlement Administrator shall keep the Parties timely apprised of the performance of all settlement administrator responsibilities required by the Settlement. The Settlement Administrator shall be authorized to establish a Qualified Settlement Fund (“QSF”) pursuant to IRS rules and regulations in which the Gross Settlement Amount shall be placed and from which payments required by the Settlement shall be made.

e. Payment of PAGA Penalties. Fifty Thousand Dollars (\$50,000.00) from the Gross Settlement Amount shall be allocated to penalties under PAGA, of which Thirty Seven Thousand Five Hundred Dollars (\$37,500.00), representing seventy-five percent (75%) of the PAGA penalties, shall be paid by the Settlement Administrator directly to the LWDA. The remaining Twelve Thousand and Five Hundred Dollars (\$12,500.00), representing twenty-five percent (25%) of the PAGA penalties, will be part of the Net Settlement Amount and will be distributed to PAGA Group Members based on their proportionate number of workweeks worked during the PAGA Period. The payment to the LWDA and PAGA Group Member Payments shall be made within ten (10) calendar days after the later of the Effective Date or the date on which Defendant has completed payment of the entire Gross Settlement Amount.

54. Final Settlement Approval Hearing and Entry of Final Order and Judgment. Upon expiration of the Response Deadline, a Final Approval Hearing will be conducted to determine whether to grant final approval of the Settlement, including determining the amounts properly payable for: (i) the Class Counsel Award; (ii) the Service Awards; (iii) Settlement Administration Costs; and (iv) the PAGA payment to the LWDA. Within five (5) business days of the Response Deadline, the Settlement Administrator shall provide a written report or declaration to the Parties describing the process and results of the administration of the Settlement to date, which report or declaration shall be filed by Plaintiffs with the Court prior to the Final Approval Hearing. If the Court grants final approval of the Settlement, the Settlement Administrator shall post notice of final judgment on its website within seven (7) calendar days of entry of the Final Order and Judgment.

1 55. Nullification of Settlement. In the event: (i) the Court does not enter the Preliminary
2 Approval Order; (ii) the Court does not grant final approval the Settlement; (iii) the Court does not
3 enter the Final Order and Judgment; or (iv) the Settlement does not become final for any other reason,
4 this Stipulation shall be rendered null and void, any order or judgment entered by the Court in
5 furtherance of this Settlement shall be treated as void from the beginning and this Stipulation and any
6 documents related to it shall not be used by any Class Member or Class Counsel to support any claim
7 or request for class certification in the Action, and shall not be used in any other civil, criminal or
8 administrative action against Defendant or any of the other Released Parties. In the event an appeal
9 is filed from the Court's Final Order and Judgment, or any other appellate review is sought,
10 administration of the Settlement shall be stayed pending final resolution of the appeal or other
11 appellate review. In the event the Settlement is nullified based on any of the foregoing, Defendant
12 shall have no obligation to fund the Gross Settlement Amount. Any fees incurred by the Settlement
13 Administrator prior to nullification shall be shared equally between the Parties.

14 56. No Admission by Defendant. Defendant denies all claims alleged in this Action and
15 denies all wrongdoing whatsoever by Defendant. Neither this Stipulation, nor any of its terms and
16 conditions, nor any of the negotiations connected with it, is a concession or admission, and none shall
17 be used against Defendant as an admission or indication with respect to any claim of any fault,
18 concession, or omission by Defendant. The Parties further agree that this Stipulation will not be
19 admissible in this or any other proceeding as evidence that Defendant is liable to Plaintiffs or any
20 Class Member, other than according to the terms of this Stipulation.

21 57. Exhibits and Headings. The terms of this Stipulation include the terms set forth in any
22 attached Exhibits, which are incorporated by this reference as though fully set forth herein. The
23 Exhibits to this Stipulation are an integral part of the Settlement. The descriptive headings of any
24 paragraphs or sections of this Stipulation are inserted for convenience of reference only.

25 58. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
26 subject to necessary compliance with the Court's orders, except such proceedings necessary to
27 implement and complete the Settlement, in abeyance pending the Final Approval Hearing to be
28 conducted by the Court. The Parties further agree that, pursuant to Code of Civil Procedure §

1 583.330(a), the five-year period specified in Code of Civil Procedure § 583.310 shall be tolled for the
2 time period beginning on January 14, 2021 (i.e., the mediation date) and ending on the Effective Date
3 of this Stipulation or in the event the settlement is not approved, upon written notice from either Party
4 to proceed with litigation.

5 59. Amendment or Modification. This Stipulation may be amended or modified by a
6 written instrument signed by counsel for all Parties or their successors-in-interest.

7 60. Entire Agreement. This Stipulation and any attached Exhibits constitute the entire
8 agreement between the Parties, and no oral or written representations, warranties, or inducements have
9 been made to Plaintiffs or Defendant concerning this Stipulation or its Exhibits other than the
10 representations, warranties, and covenants contained and memorialized in this Stipulation and its
11 Exhibits. No other prior or contemporaneous written or oral agreements may be deemed binding on
12 the Parties.

13 61. Authorization to Enter Into Settlement Agreement. Class Counsel and Defense
14 Counsel warrant and represent they are expressly authorized by the Parties whom they represent to
15 negotiate this Stipulation and to take all appropriate actions required or permitted to be taken by such
16 Parties pursuant to this Stipulation to effectuate its terms, and to execute any other documents required
17 to effectuate the terms of this Stipulation. The Parties and their counsel shall cooperate with each
18 other and use their best efforts to effect the implementation of the Settlement. In the event that the
19 Parties are unable to reach agreement on the form or content of any document needed to implement
20 the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms
21 of this Settlement, the Parties may seek the assistance of the Court and/or mediator Joel M. Grossman,
22 Esq. to resolve such disagreement. The person signing this Stipulation on behalf of Defendant
23 represents and warrants that he/she is authorized to sign this Stipulation on behalf of Defendant.
24 Plaintiffs represent and warrants that they are authorized to sign this Stipulation and that they have
25 not assigned any claim, or part of a claim, covered by this Settlement to a third-party. The Parties
26 have cooperated in the drafting and preparation of this Stipulation. Hence, in any construction made
27 of this Stipulation, the same shall not be construed against any of the Parties.

1 62. Binding on Successors and Assigns. This Stipulation shall be binding upon, and inure
2 to the benefit of, the successors and assigns of the Parties.

3 63. California Law Governs. All terms of this Stipulation and the Exhibits hereto shall be
4 governed by and interpreted according to the laws of the State of California, without giving effect to
5 any law that would cause the laws of any jurisdiction other than the State of California to be applied.

6 64. Counterparts. This Stipulation may be executed in one or more counterparts. All
7 executed counterparts and each of them shall be deemed to be one and the same instrument.

8 65. This Settlement is Fair, Adequate and Reasonable. Class Counsel submits that this
9 Settlement is a fair, adequate, and reasonable settlement of the Action, and that the Parties have arrived
10 at this Settlement after extensive arm's-length negotiations, taking into account all relevant factors,
11 present and potential.

12 66. Jurisdiction of the Court. Following entry of the Final Order and Judgment, the Court
13 shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the
14 terms of this Stipulation and all orders and judgments entered in connection therewith, and the Parties,
15 Class Counsel and Defense Counsel submit to the jurisdiction of the Court for purposes of interpreting,
16 implementing, and enforcing the Settlement embodied in this Stipulation and all orders and judgments
17 entered in connection therewith.

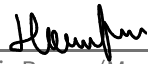
18 67. Invalidity of Any Provision. Before declaring any term or provision of this Stipulation
19 invalid, the Parties request that the Court first attempt to construe the terms or provisions valid to the
20 fullest extent possible consistent with applicable precedents so as to define all provisions of this
21 Stipulation as valid and enforceable.

22 68. Binding Nature of Notice of Class Action Settlement. It is agreed that because the
23 Class Members are so numerous, it is impossible or impractical to have each Class Member execute
24 the Stipulation. The Class Notice shall advise all Class Members of the binding nature of the
25 Settlement, and the release of Released Claims and shall have the same force and effect as if this
26 Stipulation were executed by each Class Member.

27 ///

28 ///

1 Dated: Mar 3, 2022, 2022

By: 
Doris Pagan (Mar 3, 2022 18:18 PST)

PLAINTIFF DORIS EDELMIRA PAGAN
individually, and on behalf of other aggrieved
employees, and on behalf of others similarly
situated

5 Dated: _____, 2022

By: _____
PLAINTIFF ASHLEY ABRAMS,
individually, and on behalf of other aggrieved
employees, and on behalf of others similarly
situated

9 Dated: _____, 2022

By: _____
PLAINTIFF ELMER ALFARO aggrieved
employees, and on behalf of others similarly
situated

12 Dated: _____, 2022

By: _____
PLAINTIFF CHRISTINE WILLIAMS aggrieved
employees, and on behalf of others similarly
situated

16 Dated: _____, 2022

18 ACTS-AVIATION SECURITY, INC formerly known
as Gate Safe, Inc.

21 By: _____

22 Title: _____

1 Dated: _____, 2022

2

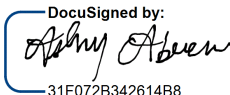
By: _____
PLAINTIFF DORIS EDELMIRA PAGAN
individually, and on behalf of other aggrieved
employees, and on behalf of others similarly
situated

3

4

5 Dated: 2/24/2022, 2022

6

By:  _____
31F072B342614B8...
PLAINTIFF ASHLEY ABRAMS,
individually, and on behalf of other aggrieved
employees, and on behalf of others similarly
situated

7

8

9 Dated: _____, 2022

10

By: _____
PLAINTIFF ELMER ALFARO aggrieved
employees, and on behalf of others similarly
situated

11

12

13 Dated: _____, 2022

14

By: _____
PLAINTIFF CHRISTINE WILLIAMS aggrieved
employees, and on behalf of others similarly
situated

15

16

17 Dated: March 4, 2022, 2022

18

19 ACTS-AVIATION SECURITY, INC formerly known
as Gate Safe, Inc.

20

21

By:  _____

22

23

BAF

Title: President & CEO

24

25

26

27

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: _____, 2022

By: _____
PLAINTIFF DORIS EDELMIRA PAGAN
individually, and on behalf of other aggrieved
employees, and on behalf of others similarly
situated

Dated: _____, 2022

By: _____
PLAINTIFF ASHLEY ABRAMS,
individually, and on behalf of other aggrieved
employees, and on behalf of others similarly
situated

Dated: Feb 18, 2022, 2022

By: Elmer Alfaro
Elmer Alfaro (Feb 18, 2022 21:59 PST)
PLAINTIFF ELMER ALFARO aggrieved
employees, and on behalf of others similarly
situated

Dated: _____, 2022

By: _____
PLAINTIFF CHRISTINE WILLIAMS aggrieved
employees, and on behalf of others similarly
situated

Dated: _____, 2022

ACTS-AVIATION SECURITY, INC formerly known
as Gate Safe, Inc.

By: _____

Title: _____

1 Dated: _____, 2022

2

By: _____
PLAINTIFF DORIS EDELMIRA PAGAN
individually, and on behalf of other aggrieved
employees, and on behalf of others similarly
situated

3

4

5 Dated: _____, 2022

6

By: _____
PLAINTIFF ASHLEY ABRAMS,
individually, and on behalf of other aggrieved
employees, and on behalf of others similarly
situated

7

8

9 Dated: _____, 2022

10

By: _____
PLAINTIFF ELMER ALFARO aggrieved
employees, and on behalf of others similarly
situated

11

12 Dated: Feb 23, 2022, 2022

13

By: 
Christine williams (Feb 23, 2022 16:25 PST)
PLAINTIFF CHRISTINE WILLIAMS aggrieved
employees, and on behalf of others similarly
situated

14

15

16

17

Dated: _____, 2022

18

ACTS-AVIATION SECURITY, INC formerly known
as Gate Safe, Inc.

19

20

By: _____

21

22

Title: _____

23

24

25

26

27

28

1 Approved as to form and content:
2

3 Dated: March 4, 2022

MATERN LAW GROUP, PC

4 
5

6 Matthew J. Matern
7 Tagore O. Subramaniam
8 Sydney A. Adams
9 Attorneys for Plaintiffs Doris Edelmira Pagan, Elmer
10 Alfaro, and Christine Williams, individually, and on
11 behalf of others similarly situated

12 Dated: Feb. 24, 2022

KJT LAW GROUP. APC

13 
14

15 Caspar Jivalagian
16 Vache Thomassian
17 Christopher Adams
18 Attorneys for Plaintiff Ashley Abrams, individually,
19 and on behalf of others similarly situated

20 Dated: _____, 2022

CDF LABOR LAW

21 _____
22 Tim Freudenberger
23 Nancy Lubrano
24 Brian Cole
25 Attorneys for Defendant
26
27
28

1 Approved as to form and content:

2

3 Dated: _____, 2022

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

MATERN LAW GROUP, PC

Matthew J. Matern
Tagore O. Subramaniam
Sydney A. Adams
Attorneys for Plaintiffs Doris Edelmira Pagan, Elmer
Alfaro, and Christine Williams, individually, and on
behalf of others similarly situated

Dated: Feb. 24
_____, 2022

KJT LAW GROUP. APC

Caspar Jivalagian
Vache Thomassian
Christopher Adams
Attorneys for Plaintiff Ashley Abrams, individually,
and on behalf of others similarly situated

Dated: March 8
_____, 2022

CDF LABOR LAW

Tim Freudenberger
Nancy Lubrano
Brian Cole
Attorneys for Defendant

1 I had an opportunity to review this agreement and consult with my attorneys prior to its
2 execution. I approve of and agree with its contents.

3 Tuve la oportunidad de revisar este acuerdo y consultar con mis abogados antes de su
4 ejecución. Apruebo y estoy de acuerdo con su contenido.

5 Dated: Mar 3, 2022, 2022

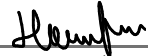
6 By: 
Doris Pagan (Mar 3, 2022 18:18 PST)
7 **PLAINTIFF DORIS EDELMIRA PAGAN**
8 individually, and on behalf of other aggrieved
9 employees, and on behalf of others similarly
10 situated
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Abrams v. ACTS-Aviation Security, Inc. et al., Los Angeles Superior Court Case No. 20STCV18399

Pagan v. ACTS-Aviation Security, Inc. et al., Los Angeles Superior Court Case No. 20STCV19907

Williams, et al. v. ACTS-Aviation Security, Inc., et al., Los Angeles Superior Case No. 21STCV39474

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

If you are or were employed by Defendant ACTS-Aviation Security, Inc., formerly known as Gate Safe, Inc., as a non-exempt employee in the State of California at any time from May 12, 2016 through January 31, 2022 (“Class Period”), this class and representative action settlement may affect your rights.

Why should you read this Notice?

A proposed settlement (“Settlement”) has been reached in the above-entitled putative class and representative action lawsuits (together, these three lawsuits are referred to hereinafter as the “Actions”). The proposed settlement encompasses all of the Actions.

The Defendant in the Actions is ACTS-Aviation Security, Inc., formerly known as Gate Safe, Inc. (“Defendant” or “ACTS-Aviation”). ACTS-Aviation’s records show that you are or were employed by ACTS-Aviation as a non-exempt employee in the State of California at some time during the period from May 12, 2016 through January 31, 2022 (i.e., the “Class Period”), and therefore, you are a “Class Member” in the Actions. The purpose of this Notice of Class Action Settlement (“Notice”) is to describe the Actions and the Settlement, and to inform you of your rights and options in connection with the Settlement.

THE COURT HAS NOT DETERMINED THAT ACTS-AVIATION VIOLATED THE LAW. ACTS-AVIATION DENIES THAT IT VIOLATED ANY LAWS, AND IS SETTLING THIS LAWSUIT TO AVOID THE EXPENSE AND BURDEN OF FURTHER LITIGATION.

A final hearing will be held to determine whether the Settlement is fair, reasonable, and adequate (“Final Approval Hearing”). The Final Approval Hearing will be held on [DATE] at [TIME] before the Honorable [REDACTED] in Department [REDACTED] of the Los Angeles County Superior Court located at [REDACTED], Los Angeles, California, 90012.

As a Class Member, you are eligible to receive a payment under the Settlement, and unless you timely submit an Exclusion Form, you will be bound by the release of claims described in this Notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, you will remain a Class Member and you will receive a payment under the Settlement. Your payment will be mailed to you, automatically, after the Court grants final approval to the Settlement and final judgment is entered. If you remain in the Settlement, you will release the Released Claims, as described below.
EXCLUDE YOURSELF FROM THE SETTLEMENT	If you do not want to be part of the Settlement, you must complete and sign the Exclusion Form that is enclosed with this Notice, and mail it to the Settlement Administrator at the following address, postmarked no later than [Response Deadline]: <i>Abrams, Pagan & Williams, et al. v.</i>

	<i>ACTS-Aviation Inc. et al.</i> Settlement, P.O. Box [redacted], [City], [State] [Zip]. If you do not timely submit a completed and signed Exclusion Form, your request to be excluded will be rejected, you will remain in the Settlement, and you will be bound by the release of the Released Claims and all other Settlement terms. If you timely complete and submit an Exclusion Form, you will have no further role in the Actions, and you will not be entitled to any benefit as a result of the Settlement, and will not be permitted to assert an objection to the Settlement, since you will no longer be a part of the Settlement.
OBJECT	Objecting to the Settlement: If you believe the Settlement is not fair, reasonable or adequate in any way, you may object to the Settlement. To object, you may mail a written statement of objection (“Notice of Objection”) to the Settlement Administrator. To be valid, the Notice of Objection must (1) contain your full name, (2) contain your signature or the signature of your legal representative, (3) state the grounds for the objection, and (4) be mailed to the Settlement Administrator at the following address, postmarked no later than [Response Deadline]: <i>Abrams, Pagan & Williams, et al. v. ACTS-Aviation Inc. et al.</i> Settlement, P.O. Box [redacted], [City], [State] [Zip]. You may also hire an attorney at your own expense to represent you in your objection. You cannot object to the Settlement if you request exclusion from the Settlement. Even if you submit an objection, you will be bound by Settlement, including the Released Claims, unless the Settlement is not finally approved by the Court.

Who is affected by the Settlement?

The Court has certified the following class (“Class”) for settlement purposes: All current and former non-exempt employees who worked for ACTS-Aviation in California at any time during the period from May 12, 2016 to January 31, 2022. (i.e., the “Class Period”). According to ACTS-Aviation’s records, you are a member of the Class (“Class Member”).

What is this case about?

The Settlement for which you are receiving notice involves the Actions. In *Pagan v. ACTS-Aviation Security, Inc. et al.*, Los Angeles Superior Court Case No. 20STCV19907, Plaintiff Doris Edelmira Pagan, a former employee of Defendant commenced an action against Defendant by filing a complaint on May 21, 2020, alleging claims against Defendant on behalf of herself and all other similarly situated employees. In the complaint, Ms. Pagan asserted that Defendant violated the California Labor Code and California Business Code, including by alleging class claims for Defendant’s alleged (1) failure to provide meal breaks, (2) failure to provide rest breaks, (3) failure to pay overtime wages, (4) failure to pay minimum wages, (5) failure to pay wages upon termination, (6) failure to maintain required records, (7) failure to furnish accurate itemized wage statements, (8) failure to indemnify employees for necessary expenditures incurred in discharge of duties, and (9) unfair and unlawful business practices; as well as a representative action claim for (10) violations under the California Private Attorneys General Act of 2004 (“PAGA”).

In *Abrams v. ACTS-Aviation Security, Inc. et al.*, Los Angeles Superior Court Case No. 20STCV18399, Plaintiff Ashley Abrams filed an action against Defendant, alleging class claims based on Defendant’s alleged (1) failure to pay minimum wage; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to furnish accurate wage statements; (6) waiting

time penalties; (7) failure to reimburse for business expenditures and losses; (8) unfair business practices; and (9) civil penalties under the PAGA.

In *Williams, et al. v. ACTS-Aviation Security, Inc., et al.*, Los Angeles Superior Case No. 21STCV3947 Plaintiffs Christine Williams and Elmer Alfaro filed an action against Defendant on October 26, 2021, alleging a single cause of action for violation of the PAGA based on alleged meal and rest break violations, unpaid wages, including overtime, failure to timely pay employee wages during employment, failure to timely pay final wages, wage statement violation, failure to maintain records, and unlawful deductions.

In the Actions, Plaintiffs sought unpaid wages, statutory penalties, civil penalties under PAGA, restitution, interest, attorneys' fees, and costs.

The Parties in the Actions participated in a mediation with experienced mediator, Joel M. Grossman, Esq.

The Actions will be consolidated so that all named Plaintiffs and claims in the Actions proceed as a single action.

Defendant denies that it violated the law in any way, or engaged in any wrongdoing with respect to Plaintiffs or the Class Members. Defendant maintains that it has always treated employees in compliance with the law. Defendant contends that Plaintiffs' claims do not have merit and do not meet the requirements for class certification. Defendant also recognizes the risks and costs associated with litigation. By agreeing to settle, Defendant is not admitting any wrongdoing or liability on any allegations in the Actions or that the Actions can or should proceed as a class or representative action.

The Court has not ruled on the merits of Plaintiffs' claims or Defendant's defenses. This Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiffs and Defendant (the "Parties") and is not an admission of wrongdoing or liability on the part of Defendant. Both sides agree that, in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate, and reasonable. Plaintiffs also believe this Settlement is in the best interests of all Class Members.

What is a class action and who is involved?

In a class action lawsuit, one or more people called "Class Representatives" sue on behalf of other people who allegedly have similar claims. The Class Representative(s) and all of the people whose claims are being pursued in the case are called the "Class" or "Class Members." One court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class.

Do I have a lawyer in this case?

On [PRELIMINARY APPROVAL DATE], the Court granted preliminary approval of the Settlement. At that time, the Court also preliminarily approved the law firms of Matern Law Group, PC and KJT Law Group, LLP to serve as counsel for Plaintiffs and the Class ("Class Counsel"). Class Counsel's contact information is as follows:

MATERN LAW GROUP, PC
Matthew J. Matern
Tagore O. Subramaniam
Sydney Adams
1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
Telephone: (310) 531-1900
Facsimile: (310) 531-1901

KJT LAW GROUP, LLP
Caspar Jivalagian
Vache Thomassian
Christopher Adams
230 N. Maryland Avenue, Suite 306
Glendale, California 91206
Telephone: (818) 507-8525
Facsimile (818) 507-8588

What are the Settlement terms?

Subject to approval by the Court, the Settlement provides that Defendant will pay a gross settlement amount of \$775,000.00 (the “Gross Settlement Amount”) in order to resolve the claims in the Actions.

The Gross Settlement Amount includes an award of reasonable attorneys’ fees to Class Counsel (not to exceed 33 1/3% of the Gross Settlement Amount), reimbursement of Class Counsel’s litigation costs and expenses (in an amount not to exceed \$30,000), a service award to each of the Class Representatives (not to exceed \$10,000.00 each), settlement administration costs (not to exceed \$15,000.00), \$50,000.00 for penalties under the PAGA (of which 75%, or \$37,500.00, will be paid to the California Labor and Workforce Development Agency (“LWDA”)) and \$12,500.00 to participating PAGA Group Members (“Individual Settlement Awards”).

The Net Settlement Amount means the Gross Settlement Amount, less the Court-approved amounts for attorneys’ fees, costs, and expenses, service awards to each of the Class Representatives, settlement administration costs, Individual Settlement Awards to Class Members, and the LWDA’s share of the PAGA penalties.

Each Class Member who does not timely request to be excluded from the Settlement (“Participating Class Member”) will be eligible to receive a payment from the Net Settlement Amount (“Individual Settlement Award”). Each Class Member’s Individual Settlement Award will be calculated based upon the number of workweeks that he or she worked for Defendant as a non-exempt employee in the State of California during the Class Period (“Compensable Workweeks”). The payments to Participating Class Members will be calculated as follows:

- **Individual Settlement Award:** The Net Settlement Amount shall be divided *pro rata* among Participating Class Members, based on each Participating Class Member’s respective number of Compensable Workweeks. The Individual Settlement Awards will be determined by dividing the Net Settlement Amount by the total number of Compensable Workweeks for all Participating Class Members, resulting in the Workweek Value. The Workweek Value will then be multiplied by the number of Compensable Workweeks worked by each Participating Class Member, in order to determine the estimated amount of his or her Individual Settlement Award. The formula is as follows:

Individual Settlement Award = [Net Settlement Amount ÷ Total Compensable Workweeks] = Workweek Value

Your Compensable Workweeks and Estimated Individual Settlement Award:

- According to Defendant’s records, you worked <<CompWorkweeks>> Compensable Workweeks during the **time period from May 12, 2016 to January 31, 2022** (i.e., the Class Period).
- Based on your number of Compensable Workweeks, **your estimated Individual Settlement Award is <<EstSettAward>>**. Please note that this is only an estimate; your actual payment may be greater or smaller than the amount reported above.

If you wish to participate in the Settlement, which is explained in this Notice and the Stipulation of Class Action Settlement (“Settlement Agreement”), you do not have to do anything. You will receive money under the Class Action Settlement by doing nothing. If you want to opt out of, or request to be excluded from and not bound by, the settlement, then you must timely complete and submit an Exclusion Form to the Settlement Administrator, as further described herein.

If you wish to dispute your number of Compensable Workweeks as listed above, you must mail a letter to the Settlement Administrator via First Class U.S. Mail at the following address, postmarked no later than [Response Deadline]: *Abrams, Pagan & Williams, et al. v. ACTS-Aviation Inc. et al.* Settlement, P.O. Box _____, [City], [State] [Zip]. The letter must include your full name, your telephone number, the reasons why you dispute your number of Compensable Workweeks, any supporting documentation that you have (e.g., paystubs), and the estimated number of Compensable Workweeks that you claim to have worked during the Class Period. Defendant’s records regarding the correct number of Compensable Workweeks will be presumed correct, unless you provide documentation to the Settlement Administrator that establishes otherwise. The Settlement Administrator will evaluate the evidence submitted by you and will make the final decision as to the number of Compensable Workweeks that should be applied and the Individual Settlement Award to which you may be entitled. The Settlement Administrator’s determination will be final and binding with no opportunity for further appeal.

For tax purposes, each Participating Class Member’s Individual Settlement Award will be allocated as follows: 1/3 as wages, subject to all applicable tax withholdings (the “wage portion”), 1/3 as non-wage penalties, not subject to payroll tax withholdings, and 1/3 as non-wage interest, not subject to payroll tax withholdings. The Settlement Administrator will issue an IRS Form W-2 to each Participating Class Member for the wage portion of his or her Individual Settlement Award. The Settlement Administrator shall issue an IRS Form 1099 to each Participating Class Member for the portion of his or her Individual Settlement Award that is allocated as non-wage penalties and interest. Defendant’s share of payroll taxes will be paid by Defendant in addition to the Gross Settlement Amount.

If a Participating Class Member fails to cash a check for his or her Individual Settlement Award within 180 calendar days after the check is issued, the Settlement Administrator will pay the amount represented by the uncashed check to the California Controlled Unclaimed Property Fund.

None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Participating Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Participating Class Member.

What claims are being released by the proposed Settlement?

Upon the Effective Date of the Settlement, Participating Class Members will be deemed to have released and discharged Defendant and its past, present, and future divisions, affiliates, parents, subsidiaries, predecessors, successors, assigns, shareholders, owners, officers, directors, employees, agents, principals, heirs, trustees, attorneys, accountants, auditors, consultants, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, and privies (the “Released Parties”) from all claims, demands, rights, liabilities and causes of action and factual or legal theories that were alleged in any of the complaints filed in the Actions or PAGA notices submitted to the LWDA and Defendant, or which could have been pled based on the factual allegations in any of the complaints filed in the Actions arising from the alleged violation of any provision of state or local law or regulation, that arose during the Class Period, including, but not limited to, all claims for failure to provide meal periods, all claims for failure to authorize and permit rest periods, all claims for failure to pay all wages, including overtime wages, all claims for waiting time penalties/late payment of wages, all claims for failure to maintain and provide accurate itemized wage statements, all claims under California Code of Civil Procedure Section 1021.5, all claims under California

Labor Code sections 200-204, 205, 206, 206.5, 210, 212, 216, 218, 218.5, 218.6, 221-224, 225.5, 226, 226.2, 226.3, 226.7, 227.3, 232.5, 233-234, 245-248.5, 256, 432.5, 432.7, 510, 512, 551, 552, 558, 558.1, 1024.5, 1102.5, 1153, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197-1198, 1199, 1400, *et seq.*, 2751, 2802, 2810.5, 6401, 6403, and all applicable Wage Orders and applicable sections of the California Code of Regulations, all claims under the federal Worker Adjustment and Retraining Notification Act, all claims for penalties under the California Private Attorneys General Act (California Labor Code section 2698 *et seq.*) predicated upon any of the Labor Code violations that were or could have been alleged in any of the complaints in the Actions, including, but not limited to, all unfair competition law claims (including pursuant to Business and Professions Code section 17200 *et seq.* based on claims that were alleged in the Actions, or could have been alleged in the Actions), and all other claims of any kind for wages, penalties, interest, costs and attorneys' fees arising from the alleged violation of any provision of state or local law or regulation that were or could have been raised as part of the Actions, based upon the facts alleged, whether any of these claims are known or unknown, suspected or unsuspected, which Plaintiffs or any of the Class Members have or had during the Class Period against any Released Party (collectively, the "Released Claims"). It is the intent of this release to release all claims asserted in the Actions and all claims that could have been asserted based upon the facts alleged in the Action, whether or not labelled as a claim or cause of action.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, Class Counsels' request for attorneys' fees and costs, the service payment to the Class Representative, the settlement administration costs, and the PAGA penalties on [DATE] at [TIME] in Department [] of the Los Angeles County Superior Court located at [], Los Angeles California 90012. The date of the final approval hearing may be changed without further notice to the Class Members. Before attending, please confirm the date of this hearing by contacting the Settlement Administrator. You are not required to attend the Final Approval Hearing, but you may do so at your own expense.

How can I get additional information?

This Notice summarizes the Actions and the basic terms of the Settlement. More details are contained in the detailed Settlement Agreement that is on file with the Court. The pleadings and other records in this litigation, including a complete copy of the Settlement Agreement, may be examined during regular court hours at the Records Unit of the Los Angeles County Superior Court located at 111 North Hill Street, Los Angeles, California 90012. For more information, you may also call the Settlement Administrator toll-free at [Telephone Number]. Any questions regarding this Notice may be directed to Class Counsel, whose contact information is listed on pages 3-4 of this Notice.

What should I do if my address changes?

If you need to update your contact information, please promptly contact the Settlement Administrator toll-free at [Telephone Number]. This will ensure that you receive further notices about the Settlement and that you receive your Individual Settlement Award if the Settlement is approved by the Court.

**PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE
BY ORDER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**

EXHIBIT 2

EXCLUSION FORM

Abrams v. ACTS-Aviation Security, Inc. et al., Los Angeles Superior Court Case No.
20STCV18399

Pagan v. ACTS-Aviation Security, Inc. et al., Los Angeles Superior Court Case No.
20STCV19907

Williams, et al. v. ACTS-Aviation Security, Inc., et al., Los Angeles Superior Case No.
21STCV39474

*If you want to receive an Individual Settlement Award, you should **not** fill out this form and take no further action. This form is to be used **only** if you want to exclude yourself from the Settlement.*

If you exclude yourself from the Settlement by opting out: (1) you will not receive any payments or benefits under the Settlement; (2) you will not be able to object to the Settlement; (3) you will not be bound by the Settlement if it is ultimately approved by the Court; and (4) you may pursue any claims asserted in the Actions that you have against Defendants ACTS-Aviation Security, Inc. by filing your own lawsuit.

To be excluded from the Settlement, complete this Exclusion Form and mail it to the Settlement Administrator at the address listed below, postmarked no later than [Response Deadline].

<i>Abrams, Pagan & Williams, et al. v. ACTS-Aviation Security, Inc. et al. Settlement</i> [Address] [City, State Zip]

Request for Exclusion

I hereby certify that I am or was employed by Defendant *ACTS-Aviation Security, Inc.* as a non-exempt employee in the State of California during the time period from [] through [Class Period end date]. I have received the Notice of Class Action Settlement (“Notice”) in the Actions, and I request to be excluded from the Settlement. I understand that by submitting this Opt Out Form, I will not receive any money or other benefits under the Settlement, and I will not be bound by the Settlement, including the release of Released Claims, as described in the Notice and in the Settlement Agreement on file with the Court.

Please print legibly:

Full Name: _____

Phone: _____

Street Address: _____

City, State, Zip Code: _____

Last 4 digits of Social Security No.: _____

Date of Birth: _____

Signature of Class Member: _____

Date: _____

EXHIBIT 3

CONFIDENTIALITY/ NONDISCLOSURE AND INDEMNIFICATION AGREEMENT

This Confidentiality/Nondisclosure and Indemnification Agreement (“Agreement”) is entered by and between ACTS-Aviation Security, Inc. (the “Company”), on the one hand, and ILYM Group, Inc. (“Service Provider”), on the other hand, effective this 1st day of February, 2022. Company and Service Provider are, at times, hereinafter referred to as the “Parties.”

A. “Actions” mean the putative class actions entitled *Abrams v. ACTS-Aviation Security, Inc. et al.*, Los Angeles Superior Court Case No. 20STCV18399, and *Pagan v. ACTS-Aviation Security, Inc. et al.*, Los Angeles Superior Court Case No. 20STCV19907, and *Williams, et al. v. ACTS-Aviation Security, Inc., et al.*, Los Angeles Superior Case No. 21STCV39474

B. In connection with the resolution of the Actions, the parties to the Actions have selected Service Provider as the third-party administrator to provide certain settlement administration services described in the Stipulation of Class Action Settlement (“Stipulation”) entered into by the parties to the Actions.

C. Company and Service Provider enter into this Confidentiality/Nondisclosure and Indemnification Agreement that sets forth the manner in which Service Provider is to handle the confidential data provided to it by Company pursuant to the Stipulation.

NOW, THEREFORE, in consideration of the foregoing and the covenants contained herein, it is agreed by and between the Parties as follows:

1. Permitted Use of Confidential Information. Company will provide certain confidential information to Service Provider, including but not necessarily limited to, including the individuals’ names, last known mailing address, Social Security number, and dates of employment and/or number of pay periods worked during the Class Period, and may provide other relevant information needed to calculate settlement payments (“Confidential Information”) solely to aid Service Provider in its execution of its performance of the Services in connection with the Settlement. In exchange, Service Provider agrees to use the Confidential Information solely for the purposes of performing the Services described in the Services Agreement and any other purposes expressly authorized in writing by Company. Service Provider agrees to maintain in the strictest of confidence all Confidential Information and not to disclose this information in any manner whatsoever, in whole or in part, except as necessary to perform the Services, as

contemplated in the Services Agreement, or as otherwise specifically provided herein. Service Provider acknowledges and understands that the Confidential Information shall not be disclosed or released to Plaintiffs of the Actions or Plaintiffs' Counsel under any circumstance without the express written consent of counsel for Company. The Settlement Administrator shall not disclose Class Information for any other purpose than to implement the terms of this Stipulation for Class Action Settlement, including the disclosure of Class Information to relevant tax authorities.

2. Service Provider's Safeguards For Confidential Information. Service Provider shall maintain a comprehensive written information privacy and security program that includes reasonable and appropriate measures — including technical, physical, and administrative safeguards appropriate to the size and complexity of Service Provider's operations and the nature and scope of its activities — to protect against reasonably foreseeable risks to the security, confidentiality and integrity of Confidential Information which risks could result in the unauthorized disclosure, use, alteration, destruction or other compromise of the Confidential Information. Service Provider will comply with the California Consumer Protection Act. Service Provider shall provide Company with such information concerning such information security program as Company may reasonably request from time to time, which information shall be held by Company in strict confidence. Company shall use such information solely for the purpose of evaluating Service Provider's compliance with its obligations under this Agreement, and Company shall not disclose such information to any third parties without prior written authorization from Service Provider. Without Company's prior, written consent, Service Provider will not transmit any Confidential Information over the Internet in unencrypted form.

3. Security Incident Response Plan. Service Provider will maintain (and, if necessary, develop and implement) a written security incident response plan to ensure that any Security Incident will be promptly discovered and promptly reported to Company. For purposes of this Agreement, "Security Incident" shall mean the attempted or successful unauthorized access to, or use, disclosure, acquisition, modification or destruction of Confidential Information, or interference with system operations in an information system containing Confidential Information which interference materially compromises the integrity or availability of Confidential Information. However, Security Incident does not include attempts to access an information system of Service Provider when those attempts are not reasonably considered by Service Provider to constitute an actual threat to such information system, including, without limitation, scans, "pings," or

other routine unsuccessful attempts to penetrate computer networks or servers maintained or utilized by Service Provider.

4. Reporting Violations And Security Incidents. Service Provider shall report to Company any Security Incident of which Service Provider becomes aware. Service Provider will make such report orally to Company on the next business day after Service Provider's becoming aware of the incident followed by a report in writing (facsimile or e-mail is acceptable) within two business days thereafter. The written report shall include, at a minimum subject to the availability of necessary information, the following: (1) a description of the incident, (2) the date that the incident occurred, (3) the date that the incident was discovered, (4) the identity and last known mailing address of affected individuals, (5) the affected categories of information for each affected individual, (6) a description of the steps taken to mitigate the incident, and (7) a description of the steps that have been, or will be, taken to prevent a recurrence. Service Provider will update the written report periodically as material, new information becomes available.

5. Mitigation Of Damages By Service Provider And Cooperation In Investigation. Subject to the limitations set forth in this Agreement, Service Provider agrees to take, at its own expense, measures reasonably necessary to mitigate any harmful effect of a Security Incident that results in actual or reasonably suspected unauthorized acquisition of Confidential Information, or of a use or disclosure of Confidential Information in violation of this Agreement, including, without limitation providing credit monitoring and any other requirements of applicable law. Service Provider agrees to cooperate with Company, as reasonably requested, in its investigation of any Security Incident involving Confidential Information.

6. Subpoenas and Legal Process. In the event Service Provider is requested or becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, criminal or civil investigative demand, or similar process) to disclose any of the Confidential Information, Service Provider agrees to provide Company with prompt written notice within two (2) business days thereof so Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that Company fails to seek a protective order or other remedy or such protective order or other remedy is not obtained, Service Provider shall furnish only that portion of the Confidential Information that is legally required.

7. Destruction Of Confidential Information. Within fifteen business days of completing its obligations as Service Provider pursuant to the Stipulation, Service Provider, at Company's election but at Service Provider's expense, shall render all case data inactive, or transfer to a third party designated by an authorized Company representative in writing all Confidential Information. If Company directs Service Provider to destroy physical data, Service Provider shall do so in a manner reasonably intended to ensure that recovery of the Confidential Information would be impracticable. Within three business days of the date of destruction, if requested by Company, Service Provider will provide Company with written notice, signed by an authorized representative, representing that the Confidential Information has been destroyed and describing the method of destruction.

8. Data Ownership/Responsibility for Breach Notices and Remedies. Service Provider acknowledges that it has no ownership rights with respect to any Confidential Information received from, or created by Service Provider on behalf of, Company. Service Provider acknowledges that Company, as the data owner, shall determine at its sole discretion: (i) whether Company will provide notice with respect to any Security Incident; (ii) the content of any such notice(s); (iii) the timing for, and method of, delivery of any such notice(s); and (iv) the products or services, if any, to be offered affected individuals.

9. Information Security Audits By Company. Upon Company's reasonable written request, Service Provider shall, at Company's election, (a) provide the Company with Service Provider's written policies and procedures that relate to the safeguarding of Confidential Information or any modifications to, or revisions of, such policies or procedures; and (b) make its facilities available to the Company's employees, or the employees of a third-party auditor selected by Company, to audit the physical, administrative, and/or technical safeguards that Service Provider has implemented for Confidential Information.

Within ten (10) days of a written request by Company, Service Provider shall allow Company, or its designee, to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Confidential Information pursuant to this Agreement for the purpose of determining whether Service Provider has complied with this Agreement; provided, however, that: (i) Service Provider and Company shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) Company shall protect the confidentiality of all confidential and proprietary information of Service Provider to which Company has access during the course of such inspection; and (iii) Company shall execute a nondisclosure agreement, upon terms

mutually agreed upon by the parties, if requested by Service Provider. The fact that Company inspects, or fails to inspect, or has the right to inspect, Service Provider's facilities, systems, books, records, agreements, policies and procedures does not relieve Service Provider of its responsibility to comply with this Agreement, nor does Company's (i) failure to detect or (ii) detection, but failure to notify Service Provider or require Service Provider's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Company's enforcement rights under the Service Agreement.

All such audits and inspections shall be subject to Service Provider's reasonable security and confidentiality procedures and requirements and, if at Service Provider's facilities, shall be conducted during Service Provider's normal business hours. In no event shall Company or its employees or third-party auditors or inspectors be granted access to any third-party confidential information maintained by Service Provider. Company shall be entitled to conduct only one such audit and inspection in any twelve-month period.

10. Background Checks By Service Provider: Service Provider represents and warrants that it (a) will require any worker whom it intends will have access to Confidential information to disclose to Service Provider in writing whether such worker has ever been convicted of a criminal offense anywhere in the world, and (b) will not permit any worker to access Confidential Information unless such worker has undergone a criminal background check before being authorized to access Confidential Information which (i) indicates that the worker has not been convicted of, or pleaded guilty, no contest, or nolo contendere to, or entered into of any pre-trial diversion or similar program in connection with a prosecution for, a criminal offense involving dishonesty, a breach of trust, money laundering, or the illegal manufacture, sale, or distribution of, or trafficking in, any controlled substances, and (ii) does not contain any felony convictions or misdemeanor involving the misuse of information for the seven years preceding the report. Service Provider will retain each background check for as long as a worker is authorized to access Confidential Information and for two years thereafter.

11. Indemnification. Service Provider agrees to indemnify the Company and its past, present, and future divisions, affiliates, parents, subsidiaries, predecessors, successors, assigns, shareholders, owners, officers, directors, employees, agents, principals, heirs, trustees, attorneys, accountants, auditors, consultants, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, and privies ("Released Parties") against any and all losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) arising out of a breach of Confidential Information, negligent or

inadvertent disclosure of the Confidential Information, a Security Incident, or any other disclosure of the Confidential Information that is not expressly authorized by Company in this Agreement or the Stipulation.

12. Equitable Relief. Service Provider understands and acknowledges that any use or disclosure of Confidential Information in violation of this Agreement will cause Company irreparable harm, the amount of which may be difficult to ascertain. Service Provider, therefore, agrees that Company shall have the right to apply to the Court for specific performance and/or an order restraining and enjoining any such further use or disclosure and for such other relief as the Court shall deem appropriate. Such right of Company is to be in addition to the remedies otherwise available to it at law or in equity. Service Provider expressly waives the defense that a remedy in damages will be adequate. Service Provider also waives any requirement in an action for specific performance, or for a temporary or permanent injunction, for the posting of a bond by Company.

13. Survival. Service Provider's obligations and duties under this Agreement with respect to Confidential Information received by Service Provider or created by Service Provider while performing its duties as Service Provider pursuant to the Stipulation, or on Service Provider's behalf, shall survive the termination of Service Provider's duties as set forth in the Stipulation and of this Agreement and shall continue for as long as that Confidential Information remains in the possession of Service Provider or of its agents or subcontractors.

14. Severability. Should it be determined by a court that any term of this Agreement is unenforceable, that term shall be deemed to be deleted. However, the validity and enforceability of the remaining terms shall not be affected by the deletion of the unenforceable term.

15. Applicable Law. The validity, interpretation and performance of this Agreement shall be construed and interpreted according to the laws of the State of California without reference to its choice of law provisions.

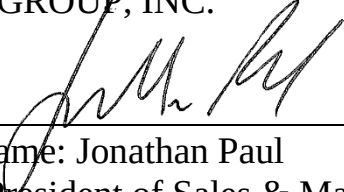
16. Entire Agreement; Modification. This Agreement contains the entire agreement between Company and Service Provider with respect to the subject matter hereof. It is agreed that there are no collateral agreements or representations, written or oral, which are not contained in this Agreement. This Agreement may be amended only by a written instrument executed by all Parties hereto.

The Parties to this Agreement have read the foregoing Agreement and fully understand each and every provision contained herein. The signatories hereto represent and warrant that they are authorized by the Parties to enter into this Agreement on their behalf to effectuate the terms of this Agreement.

WHEREFORE, the Parties have executed this Agreement on the date shown below.

Dated: February 1, 2022

ILYM GROUP, INC.

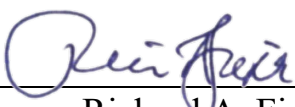
By:  _____

Print name: Jonathan Paul

Title: President of Sales & Marketing

Dated: February 2, 2022

ACTS-AVIATION SECURITY, INC.

By:  _____

Print name: Richard A. Fiore

Title: General Counsel