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16 Attorneys for Plaintiff William Hall, individually
17 and on behalf of all others similarly situated

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF LOS ANGELES**

20 WILLIAM HALL, individually and on behalf
21 of all others similarly situated,

22 Plaintiff,

23 vs.

24 CULPEPPER & ASSOCIATES SECURITY
25 SERVICES, INC. a Georgia corporation;
26 DOES 1 through 25,

27 Defendants.

Case No.: 20STCV15317

*Assigned to Hon. Daniel J. Buckley
Dept. SSC-1*

**DECLARATION OF AARON C.
GUNDZIK IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: August 25, 2021

Time: 10:30 a.m.

Dept.: 1

Complaint Filed: April 21, 2020

1 I, Aaron C. Gundzik, declare as follows:

2 1. I am a partner at Gundzik Gundzik Heeger LLP, co-counsel for Plaintiff
3 William Hall. This Declaration is submitted in support of Plaintiff's Motion for Final
4 Approval of Class Action Settlement.

5 2. I am admitted to practice law in the state of California. I have personal
6 knowledge of the matters set forth herein, and, if called as a witness, could competently
7 testify thereto.

8 3. I am familiar with California law governing wages owed to employees,
9 including but not limited to California Labor Code Sections 1197, 226(a), 510, 226.7,
10 512(a), 2699, California Business and Profession Codes 17200 *et seq.*, the Fair Labor
11 Standards Act, Federal and State sick pay requirements, and the Wage Orders of the
12 Industrial Welfare Commission.

13 4. There are no conflicts that would prevent me from serving as Class Counsel
14 in this matter.

15 **Procedural Background**

16 5. Plaintiff William Hall filed his initial complaint against Defendant Culpepper
17 & Associates Security Services, Inc. ("CASS" or "Defendant") on April 21, 2020, filed a First
18 Amended Complaint on July 14, 2020 and pursuant to a stipulation of the parties filed a
19 Second Amended Complaint on November 9, 2020, which asserted causes of action for: (1)
20 failure to pay overtime; (2) inaccurate wage statements, (3) failure to provide meal and rest
21 breaks; (4) violation of the Unfair Practices Act; (5) recovery of civil penalties under the
22 California Labor Code Private Attorneys' General Act ("PAGA"), California Labor Code
23 sections 2698-2699.5; (6) violation of the Fair Labor Standards Act (FLSA); and (7) violation
24 of Federal and State sick pay requirements.

25 **Investigation and Discovery Prior to Settlement**

26 6. Rebecca Gundzik and I, and our co-counsel Daniel Holzman, have been
27 directly involved in all aspects of this case on behalf of Plaintiff. In that regard, we have
28 extensively investigated Plaintiff's claims against Defendant. After we filed the lawsuit, the

1 parties agreed to mediation and to an informal exchange of information in lieu of discovery.
2 After engaging in extensive negotiations with defense counsel concerning the scope of such
3 informal discovery, we have obtained and reviewed and analyzed numerous pay documents,
4 including records and information produced by Defendant, and worked to develop
5 information on potential damages. We also obtained and analyzed all relevant handbooks
6 and other policy documents which impacted the working conditions and pay of the class
7 members. Defendant also produced anonymized time and pay records for a sample of
8 approximately 15% of the proposed class members, including Plaintiff. We reviewed and
9 analyzed these records as well. We have investigated and compiled publicly-available
10 information about Defendant and its businesses and negotiated extensively with Defendant
11 regarding the mediation, its scope, and the information to be exchanged in connection with
12 the mediation.

13 7. Prior to the mediation, Defendant also provided information on the number of
14 class members, total class member work weeks, the number of employees at each job site
15 and their shifts, the number of separated employees, number of wage statements issued and
16 average hourly pay rate. We also obtained documents from third parties regarding
17 Defendant's contracts with the Veterans' Administration and the requirements to which it
18 was obligated as a result of those contracts. Finally, we were able to interview class
19 members concerning their experiences working for Defendant.

20 8. I and my litigation team have reviewed and analyzed the records and
21 information produced by Defendant, together with the information provided by our client
22 and information obtained from class member interviews, to prepare a damages model which
23 included an estimate of the damages incurred by the Class.

24 9. Based upon our investigation, we made the following contentions: CASS
25 employs security guards at approximately 9 locations in California. During the putative class
26 period, there were 70 putative class members (pursuant to the data provided by CASS to the
27 settlement administrator).

1 10. Plaintiff worked as a security guard at two CASS locations in California and
2 had worked there since CASS took over the security contract for those locations in
3 December of 2019. Plaintiff contended that during the putative class period, CASS's
4 security guards were required to carry radios or mobile phones during their shifts. CASS's
5 Standard Operating Procedures also specified that guards are required to "respond to all
6 reports of incidents," "respond to all emergency calls," and remain "on duty during business
7 hours." Plaintiff contended that the language in CASS's Security Officer Manual reinforces
8 the requirement that guards remain on call at all times while on their shifts. Plaintiff could
9 find no evidence that any employee had taken a second meal break when they worked more
10 than ten hours in a shift.

11 11. Plaintiff contended that CASS's written policies violated California's meal
12 and rest break requirements in that they required employees to take on-call, therefore on
13 duty, rest breaks. Plaintiff further contended that employees could not leave an assigned site
14 for any reason unless directed by authority and that employees could not leave their post
15 until another officer was present because the property/site had to be covered at all times.
16 Plaintiff also contended that when CASS acquired its contract with the VA, CASS knew that
17 the VA required guards to be on call at all times, even when on breaks.

18 12. Until June of 2020, CASS did not have any written policy whereby
19 employees were informed of their rights to meal and rest breaks or the circumstances under
20 which such breaks would be compliant with California law. At the end of June 2020, CASS
21 created a new meal and rest break policy whereby guards were instructed to turn in their
22 radios/mobile phones to the VA Police when going on a rest break or meal break.

23 13. Pursuant to the Federal Service Contract Act of 1965, private employees who
24 are working under a contract between their employer and the federal government must be
25 paid a specified "fringe benefit" for each hour that they work. 41 U.S.C. § 6703(2). This
26 payment is made in lieu of providing health care and retirement benefits to employees.
27 Plaintiff contended that because CASS did not provide health and welfare benefits to class
28 members, it was required under the Service Contract Act to pay them a set amount for each

1 hour. In 2019, the payment in lieu amount was set at \$4.22 per hour. Plaintiff contended
2 CASS did not include this payment in the regular rate paid to class members for the purpose
3 of calculating their overtime rates of pay.

4 14. I and my co-counsel consulted with Plaintiff extensively in order to
5 investigate the facts before filing the Complaint, First Amended Complaint and Second
6 Amended Complaint. We continued to consult with him prior and subsequent to the
7 mediation regarding the forgoing issues. Mr. Hall provided us with numerous details about
8 his experience working for Defendant. And, he spent a full day attending the mediation and
9 responding to questions posed by the mediator. We also had several conferences with Mr.
10 Hall after the mediation to discuss the Memorandum of Understanding and its contents as
11 well as the Stipulation of Class Action Settlement.

12 **Summary of Settlement Negotiations**

13 15. On October 7, 2020, I, Mr. Hall, and our co-counsel, Daniel Holzman, as
14 well as Defendant and Defendant's counsel, attended a mediation session with Lisa
15 Klerman. Ms. Klerman has substantial experience mediating wage and hour class actions
16 like this one. The case settled after a full day of negotiation pursuant to a mediator's
17 proposal. The settlement was negotiated at arms' length and was in no sense collusive.

18 16. I, Mr. Holzman and our client concluded, after taking into account the
19 sharply disputed factual and legal issues involved in the lawsuit, the risks attending further
20 prosecution, and the substantial benefits to be received pursuant to the compromise and
21 settlement of the action, that the settlement is in the best interests of the Settlement Class
22 and is fair and reasonable. We also considered the possibility that the Class would not be
23 certified and factored in the additional delay in recovery for Class members if the settlement
24 were rejected and the case went to trial.

25 17. The terms of the Settlement were subsequently memorialized in the
26 Stipulation of Class Action Settlement and, pursuant to the Court's March 22, 2021
27 Tentative Ruling and March 23, 2021 Minute Order, were amended in part in the parties'
28 First Amended Stipulation of Class Action Settlement ("Settlement Agreement"), which is

1 attached hereto as **Exhibit A**. The settlement was negotiated at arms' length and was in no
2 sense collusive.

3 18. Pursuant to the terms of the proposed settlement, Defendant will pay a Gross
4 Settlement Amount of \$325,568, plus the employer's share of withholding taxes.¹ After
5 proposed deductions, as approved by the Court, the Net Settlement Amount of
6 approximately \$176,531.08 will be available to distribute to settlement Class members. The
7 parties propose making the following payments from the GSA:

- 8 a. Settlement Administration Costs of \$5,514.26;
- 9 b. A Service and Release Award of \$10,000 to the named Plaintiff, William
10 Hall;
- 11 c. A payment in the amount of \$7,500 to the LWDA as penalties on
12 Plaintiff's PAGA claims and \$2,500 to the PAGA Employees (based on
13 the number of their Qualifying Workweeks during the PAGA period);
- 14 d. Class Counsel's Attorney's Fees not to exceed one-third of the GSA, in
15 the amount of \$108,522.66;²
- 16 e. Class Counsel's costs in the amount of \$11,199.74.

17 19. As compensation for his efforts, the Settlement Agreement provides that a
18 Class Representative Service and Release Award in the amount of \$10,000 will be requested
19 for the representative Plaintiff. This award is in recognition of the significant time that
20 Plaintiff William Hall expended pursuing this action and assisting our efforts with the case,
21 and in recognition of the expanded general releases that he is required to provide, as part of
22 the Settlement. Mr. Hall spent a great deal of time consulting with us in order to investigate
23 the facts before we filed the Complaint and amended pleadings and consulted with us
24 extensively prior and subsequent to the mediation. He provided us with numerous details
25

26 ¹ Pursuant to Paragraph IV.J, because the Class Data delivered to the Settlement
27 Administrator showed that total number of Class Member Qualifying Workweeks exceeded
28 5,000, and was actually 5,087, the Gross Settlement Amount increased by \$5,568.

² The amount of attorneys' fees increased from \$106,666.66 to \$108,522.66 as a result of the
increase in the Gross Settlement Amount.

1 about his experience working for Defendant and how meal and rest break periods were
2 treated at the locations where he worked and at other locations. He contributed a substantial
3 amount of time meeting with us, reviewing documents, identifying witnesses, producing
4 documents, attending the mediation, monitoring the progress of the litigation with counsel,
5 and reviewing and signing the Memorandum of Understanding and Settlement Agreement.
6 Plaintiff's presence at the mediation was invaluable, as he was able to provide us a great
7 deal of additional information that was extremely helpful for our negotiations. As an
8 additional requirement to receiving the proposed Class Representative Service and Release
9 Awards, Plaintiff is required to sign a broad general release which includes a waiver of
10 Section 1542 of the California Civil Code.

11 **Analysis of Value of Claims**

12 20. The First Cause of Action is for failure to pay overtime. This claim is based
13 on CASS's alleged failure to include the payment in lieu of the fringe benefit due under the
14 Federal Service Contract Act of 1965 in the regular rate of pay used for calculating the rate
15 of pay due for overtime work. Based on the documents we reviewed, I estimate that this
16 claim has a limited value of between \$0 and \$4,000.

17 21. The Second Cause of Action is for failure to provide compliant wage
18 statements. The statute of limitations on such a claim is one year. This claim is based on the
19 contention that the paychecks issued to class members did not include the correct hourly
20 rates, did not include meal and rest break premiums and did not state all of the hours worked
21 by class members. However, Defendant would have argued, perhaps successfully, that these
22 hours did not result in any injury because employees could determine the correct rates from
23 other information included on their wage statements and because of the uncertainty
24 regarding derivative wage statement claims. Based upon the number of wage statements
25 issued and the possibility that the Court could find that none of them violated the statute, I
26 concluded that the maximum value of this claim, if the Class prevailed on the claim and was
27 awarded full statutory penalties, is about \$127,600. This estimate is based on a one-year
28 limitations period and that damages are \$50 for the first violation per employee and \$100 for

1 each subsequent violation up to a maximum of \$4,000 per employee. At the same time, I
2 estimate that this claim has a minimum value of \$0.

3 22. The Third Cause of Action is for failure to provide meal and rest breaks. This
4 claim was based on Plaintiff's contentions that Defendant should not have been requiring
5 employees to take on-call meal breaks and that it was improper for Defendant to require that
6 rest breaks be taken on-site. It was also based on Plaintiff's contention that Defendant did
7 not provide guards with second meal breaks. Defendant did not keep records regarding class
8 members' rest breaks, but Plaintiff contended that all rest breaks were non-compliant
9 because guards were required to remain on-site. Based upon the records we reviewed, the
10 information we obtained from class members, and the defenses to Class certification, I
11 estimate that the meal break claim has a maximum value of about \$505,000 for non-
12 compliant meal breaks and approximately \$25,000 for missed second meal breaks, using an
13 average hourly rate of \$27.17 (including an hourly fringe benefit rate of \$4.22). Because it
14 was unclear to what extent all locations engaged in the same practices and those which
15 Plaintiff contended were non-compliant, and in light of the other issues discussed above, I
16 estimate that the meal break claim has a minimum value of \$0. I estimate the maximum
17 value of the rest break claim to be about \$530,000, using an average hourly rate of \$27.17
18 (including an hourly fringe benefit rate of \$4.22). At the same time, based on the issues
19 discussed above, I estimate that the rest break claim has a minimum value of \$0.

20 23. The Fourth Cause of Action is for violation of Business & Professions Code
21 section 17200, *et. seq.* The forgoing analysis assumes the longer four-year statute of
22 limitations that is available under the UCL for the meal period violations. This cause of
23 action is derivative of the other claims that have already been analyzed. Accordingly, the
24 damages available under this cause of action have already been analyzed or are duplicative
25 of damages discussed above.

26 24. The Fifth Cause of Action is for violations of the Private Attorneys General
27 Act (PAGA). The PAGA claim is limited in time to one year. The strength of the PAGA
28 claim would be impacted by the factors discussed above for the non-PAGA claims. Based

1 on recent PAGA decisions, I concluded that even if Plaintiff was successful on this claim
2 through trial, the Court may well have exercised its discretion under PAGA and significantly
3 reduced the penalties. Cal. Labor Code §2699(e)(2). In addition, the settlement was
4 primarily directed at recovering wages and unpaid premiums owed to class members and the
5 bulk of the settlement funds were intended to compensate for these wages. Based on these
6 factors, I believe that the maximum reasonable value of the PAGA claim is approximately
7 \$430,000 and the minimum value is nothing. I therefore concluded that the \$10,000 that the
8 parties allocated to PAGA, \$7,500 of which will be paid to the LWDA, is a reasonable
9 settlement of that claim.

10 25. The Sixth Cause of Action is for violations of the Fair Labor Standards Act
11 (FLSA). This claim is based upon Plaintiff's contention that Defendant did not pay Class
12 members at the applicable overtime rate for all hours worked. However, the damages
13 incurred for this violation are duplicative of those analyzed with respect to the First Cause of
14 Action. Therefore, I did not attribute any additional damages to this claim.

15 26. The Seventh Cause of Action is for violation of Federal, State and local sick
16 pay requirements. This claim was based on Plaintiff's contention that Defendant did not
17 provide all sick leave required to be provided to Federal contractors. However, given the
18 lack of precedent which permits a private cause of action for this violation, I did not attribute
19 any damages to this claim.

20 27. Based upon the forgoing, I determined that this case had a minimum value of
21 \$0 and a maximum estimated value of about \$1,191,000, not including the PAGA penalties.
22 Based on a Class size of approximately 70, the reasonable estimate of the average amount
23 that Class members could have obtained if Plaintiff prevailed at trial on behalf of the entire
24 Class, if the Class was certified, would be a minimum of \$0 and a maximum of about
25 \$17,014. However, the maximum amount is almost never recovered at trial and never in a
26 settlement. Settlements, by their nature, must account for the weaknesses in a plaintiff's
27 case, which are discussed above. Indeed, because Defendant raised a colorable legal or
28

1 factual defense to each of the claims Plaintiff alleged, it is possible that, after trial, the Class
2 would recover nothing.

3 28. If the settlement is not approved, Plaintiff would need to move forward with
4 discovery and then move for class certification. Defendant will oppose certification on the
5 grounds that numerous individualized fact issues allegedly exist. Defendant will argue and
6 could succeed in claiming that these individualized issues overwhelm common issues,
7 and/or that the action is not manageable on a class wide basis. The result could be that the
8 case would not be certifiable as a class action.

9 29. Even if we proceeded and the Class is certified, significant risks would
10 remain. At trial Defendant could interpose a successful defense which could either cause the
11 Court to decertify the Class or cause the jury to reject Plaintiff's claims or award the Class
12 only a small amount of the unpaid wages and other damages sought. And, even if the Class
13 ultimately prevailed, Defendant may not at that point have the resources to satisfy a
14 substantial judgment. Moreover, if we did not settle, most of the Class Members would have
15 to wait years or more before they received any payment from the lawsuit.

16 30. After analyzing and weighing the evidence discussed above as well as the
17 legal issues, we concluded that the settlement of \$320,000 (now \$325,568) represents a fair
18 and reasonable discount from the realistic recovery. We firmly believe that amount is the
19 most that Defendant was willing to pay at this stage of the case and that if we had rejected
20 that amount, we would have been forced to seek class certification and subject the Class to
21 the risk of losing at that stage. The settlement will allow the parties to avoid the expense and
22 time commitments of continued litigation and provides a significant benefit for the Class
23 which would not otherwise have been available unless a settlement was reached. Based on
24 my experience, I am of the opinion that a gross settlement of \$325,568 is within the
25 "ballpark" of a fair, reasonable and adequate settlement.

26 **Preliminary Approval**

27 31. On January 28, 2021, Plaintiff filed his Motion for Preliminary Approval of
28 Class Action Settlement with supporting declarations.

1 32. On March 22, 2021, the Court issued a Tentative Ruling with its observations
2 about the proposed settlement and on March 23, 2021, the Court issued a Minute Order
3 continuing the Motion for Preliminary Approval based on its March 22, 2021.

4 33. On April 16, 2021, Plaintiff submitted a supplemental declaration attaching
5 the parties' First Amended Stipulation of Class Action Settlement ("Settlement Agreement")
6 which addressed each of the issues raised in the Tentative Ruling.

7 34. On April 21, 2021, the Court granted Plaintiff's motion for preliminary
8 approval. A true and correct copy of the Court's Order granting preliminary approval of the
9 parties' class action settlement is attached hereto in **Exhibit "B."**

10 **Claims Administration**

11 35. The settlement is being administered by ILYM Group, Inc. ("ILYM" or
12 "Settlement Administrator"). Until distribution, the Gross Settlement Amount will be held in
13 a Qualified Settlement Fund established by the Settlement Administrator. ILYM's fee for
14 the costs of administration of the settlement is \$5,514.26.

15 36. The notification process was fairly administered. As set forth in the
16 Declaration of Nathalie Hernandez, Case Manager, after preliminary approval, ILYM sent
17 the Notice of Settlement to the 70 Class Members' last-known address as specified in the
18 Court's Order granting preliminary approval of class action settlement. Of those, 4 were
19 returned, all 4 were traced, 2 were re-mailed, and 2 were determined to be undeliverable.

20 37. As set forth in Ms. Hernandez's declaration, ILYM received no opt-outs and
21 no objections. Class Counsel have not received any objections or opt out notices from any
22 Class Members. Class Counsel will advise the Court if any timely opt out requests or
23 objections are received prior to the hearing on this Motion. Because this is an opt-out Class,
24 all 70 Class Members will receive a settlement payment, which represents a 100%
25 participation rate. That participation rate, together with the absence of any objectors,
26 provides a strong indication that the settlement is fair and adequate, and that Class Members
27 believe it to be so.

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1 41. Rebecca Gundzik, who is a partner at GGH, worked with me extensively on
2 this case. Ms. Gundzik graduated from the University of Southern California Law School in
3 1988 and has been a member of the California bar since 1988. In her 30-year legal career,
4 Ms. Gundzik worked at Loeb & Loeb and worked at Allen Matkins Leck Gamble Mallory &
5 Natsis LLP for fifteen years. Ms. Gundzik has also had significant experience with complex
6 cases, including real estate, business, and consumer and wage and hour class actions. She
7 works with me on all of my class action matters and was my co-counsel at the trial of
8 *Gonzalez v. Downtown LA Motors, LP*, 215 Cal. App. 4th at 36.

9 42. I have been appointed as class counsel in the following wage and hour class
10 actions:

- 11 a. *Gonzalez v. Downtown LA Motors*, 215 Cal. App. 4th 35 (2013)
- 12 b. *Aboyte v. Sunrise Ford, Inc.*, Los Angeles Superior Court Case No.
13 BC521274
- 14 c. *Alshamri v. Ford of Santa Monica, Inc.*, Los Angeles Superior Court Case
15 No. BC529007
- 16 d. *Bromberg v. Fidelity National Information Services*, C.D. Cal. No. 2:15-CV-
17 7930
- 18 e. *Burciaga v. Superior Thread Rolling Company*, Los Angeles Superior Court
19 Case No. BC585143
- 20 f. *Centino v. Arrowhead Products Corporation*, Orange County Superior Court
21 Case No. 30-2018-00988493
- 22 g. *Cesar-Roden v Yoga Works, Inc.*, Los Angeles Superior Court Case No.
23 BC711991
- 24 h. *Claim Jumper Restaurants Wage and Hour Cases*, JCCP No. 4916
- 25 i. *Cypress Security Wage and Hour Cases*, Los Angeles Superior Court Case
26 No. BC672405 (JCCP NO. 4963)
- 27 j. *Dittmar v. Costco*, S.D. Cal. No. 3-14-CV-1156

- 1 k. *Franco v. Gentry Brothers, Inc.*, Los Angeles Superior Court Case No.
2 BC586571
- 3 l. *Gallegos v. EC Holdings Inc.*, Los Angeles Superior Court Case No.
4 BC616867
- 5 m. *Gonzales v. Manrika, Inc.*, Los Angeles Superior Court Case No. BC570534
- 6 n. *Grieg v. Food on Time, Inc.*, at al., Los Angeles Superior Court Case No.
7 BC684566
- 8 o. *Guillen v Grasshopper House, LLC*, Los Angeles Superior Court Case No.
9 BC685116
- 10 p. *Haskins v. Walmart, et al.*, San Diego Superior Court Case No. 37-2019-
11 00020149-CU-OE-NC
- 12 q. *Hamilton v. BlueMercury, Inc.*, Los Angeles Superior Court Case No.
13 BC625829
- 14 r. *Henriquez v. NGU Transport LLC*, Los Angeles County Superior Court No.
15 BC714165
- 16 s. *Hernandez v. The Bicycle Casino LP*, Los Angeles Superior Court Case No.
17 BC628414
- 18 t. *Honeine v. PMB Motorcars, LLC*, Los Angeles Superior Court Case No.
19 BC530827
- 20 u. *Jimenez v. PPG Industries, Inc.*, Los Angeles Superior Court Case No.
21 BC613324
- 22 v. *Kaelberer v. Long Beach Eurocars LLC*, Los Angeles Superior Court Case
23 No. BC521275
- 24 w. *Kuenstle v. Childrens Hospital Los Angeles Medical Group, Inc.*, Los
25 Angeles Superior Court Case No. BC653858
- 26 x. *Maravilla v. Motion Picture Television Fund*, Los Angeles Superior Court
27 Case No. BC690494
- 28 y. *Medina v. Kaweah Pump, Inc.*, Tulare County Superior Court No. 265579

- 1 z. *Mendoza v. Quanta Computer, USA, Inc.*, Alameda County Superior Court
2 No. RG11589781
- 3 aa. *Mitchiner v. Cox Target Media, Inc.*, Los Angeles County Superior Court
4 Case No. 19STCV00319
- 5 bb. *Munoz v. Dependable Highway Express, Inc.*, Los Angeles Superior Court
6 Case No. BC535931
- 7 cc. *Ortiz v. Roberts Tool Co., Inc.*, Los Angeles Superior Court Case No.
8 BC626244
- 9 dd. *Otis v. Ray Stone Incorporated*, Sacramento County Superior Court Case No.
10 34-2019-00269952
- 11 ee. *Perez v. The Parsons Group, Inc.*, Santa Barbara County Superior Court Case
12 No. 19CV01203
- 13 ff. *Poland v. Glen Ivy Hot Springs, Inc.*, Riverside County Superior Court No.
14 RIC1312130
- 15 gg. *Saavedra v. Cliff View Terrace, Inc.*, Santa Barbara Superior Court Case No.
16 17CV02531
- 17 hh. *Schneider v. Inner City Education Foundation*, Los Angeles Superior Court
18 Case No. BC617827
- 19 ii. *Stadnik v. Leon's Transmission Service, Inc.*, Los Angeles Superior Court
20 Case No. 19STCV44253
- 21 jj. *Surveillance Security Wage and Hour Cases*, JCCP 4969
- 22 kk. *Vatralleva v. Sears, Roebuck and Co.*, Los Angeles Superior Court Case No.
23 BC515650
- 24 ll. *Villalobos v. Pedego, Inc.*, Orange County Superior Court Case No. 30-2019-
25 01102461
- 26 mm. *Watson v. Aegis Security & Investigations Inc.*, Los Angeles Superior Court
27 Case No. BC695411
28

1 nn. *Wysocki v. Color Spot Nurseries, Inc.*, San Luis Obispo County Superior
2 Court No. 14CVPO138
3 oo. *Yoo v NGL Transportation LLC*, Los Angeles Superior Court Case No.
4 BC682160
5 pp. *Yoo v. South Coast Transportation & Distribution, Inc.*, Los Angeles
6 Superior Court Case No. BC682120

7 43. Each of the cases listed in Paragraph 42 and the cases still active involve
8 wage and hour issues similar to the legal and factual issues involved in this case.

9 **B. Summary of Work Performed**

10 44. Ms. Gundzik and I have performed significant legal work in this case on
11 behalf of Plaintiff. This work includes preparing pleadings and other documents filed with
12 the Court and extensively investigating Plaintiff's claims against CASS.

13 45. In connection with the mediation, we obtained and reviewed and analyzed
14 numerous pay documents, including records and information produced by Defendant, and
15 worked to develop information on potential damages. We reviewed and analyzed all relevant
16 handbooks and other policy documents which impacted the working conditions and pay of
17 the class members. We reviewed and analyzed anonymized time and pay records for a
18 sample of approximately 15% of the proposed class members and utilized them to create a
19 damages model. We spoke to percipient witnesses and investigated and compiled publicly-
20 available information about Defendant and its businesses. And we negotiated extensively
21 with Defendant regarding the mediation, its scope, and the information to be exchanged in
22 connection with the mediation. We prepared for mediation, which was successful, and
23 subsequently negotiated and drafted the settlement documents, drafting the motion for
24 preliminary approval of the settlement and related documents, drafting an amended
25 settlement agreement, and drafting this motion for final approval and related documents.

26 46. During the class action, I and Ms. Gundzik spent a total of 188.1 hours
27 working on this lawsuit. In addition, I estimate that we will spend an additional 40 hours
28 finalizing this Motion and the related declarations, attending the hearing on this Motion,

1 working with ILYM and Defendant to implement the settlement, fielding calls and
2 conferring with Class Members, and reporting to the Court on such activities as well as
3 preparing the final compliance report. My billing rate for this case is \$725 per hour, and
4 Ms. Gundzik's rate is \$675 per hour. Both of these hourly rates are consistent with
5 prevailing market rates in Southern California and the National Law Journal's sampling of
6 billing rates for partners in the Southern California area. Our requested billable rates have
7 been awarded in all of the cases listed in paragraph 42 of this Declaration that have been
8 finally approved.

9 47. The actual attorney time Rebecca Gundzik and I expended in litigating this
10 matter is itemized in detail in our billing records through July 23, 2021, a true and correct
11 copy of which are attached hereto in **Exhibit "C."** As shown on **Exhibit "C,"** my firm has
12 incurred attorneys' fees through July 23, 2021, on this case in the amount of \$130,072.50.
13 For ease of reference, these time entries include the following amounts of time spent on the
14 following activities:

<u>ATTORNEY ACTIVITY</u>	<u>TIME EXPENDED:</u>
Communications with class members: initial client meeting and review of claims, ongoing communications and meetings with client, pre-filing investigation	20.1 hours
Strategy and analysis regarding claims and related legal research	5.8 hours
settlement matters (including negotiation with opposing counsel after mediation, communications with co-counsel, preparing and reviewing the Memorandum of Understanding, settlement stipulation and the class notice, amended settlement stipulation and amended class notice, and communications with the settlement administrator)	39.3 hours

<u>ATTORNEY ACTIVITY</u>	<u>TIME EXPENDED:</u>
prepare for/attend Court hearings	2.4 hours
performing review and analysis of payroll records, policies and other documents, determine key facts and create summaries and damages model	9.1 hours
prepare for and attend mediation (includes working to prepare mediation strategy, drafting mediation brief, post-mediation settlement negotiations and analysis)	30.9 hours
drafting pleadings and Court documents and related communications (includes complaint, amended pleadings, motion for preliminary approval and supporting declarations, supplemental documents in support of motion for preliminary approval, and motion for final approval and supporting declarations)	80.5 hours
<u>Total Hours:</u>	188.1

This does not include approximately 40 additional hours to finalize this Motion, prepare for and attend the hearing on this Motion, and time that I or Ms. Gundzik will spend working with ILYM and Defendant to implement the settlement and communicate with Class Members regarding the disbursement of the settlement funds. As set forth in the Declaration of Daniel M. Holzman, his office has expended 28.2 hours on the case, which equates to fees in the amount of \$18,900. Accordingly, as of July 31, 2021, in total Class Counsel has expended 216.3 hours and incurred attorneys' fees in the amount of \$148,972.50, not including the additional 40 hours estimated above, which would add an additional \$28,000 (for an additional 40 hours), which equates to total attorney hours of 256.3 and total attorneys' fees in the amount of \$176,972.50. Because this amount exceeds the \$108,522.66 amount, we agreed to accept pursuant to the terms of the Settlement Agreement, we are not seeking the full amount of our fees but are seeking an award of attorneys' fees in the amount of \$108,522.66.

1 48. My firm also incurred costs in this case that we have paid which include but
2 are not limited to fees and expenses for filing, copies, service of process, mediation, and
3 postage and delivery. My firm incurred costs and expenses of \$6,701.24 and will incur
4 additional filing fees in connection with this Motion in the approximate amount of \$60 and
5 in the amount of \$300 for Case Anywhere, for total expenses in the amount of \$7,061.24. As
6 set forth in the Declaration of Daniel M. Holzman, he incurred costs and expenses in the
7 amount of \$3,838.50 and will incur additional expenses in the amount of \$300. In total,
8 Class Counsel will incur costs in the amount of \$11,199.74. The largest of our expenses was
9 \$3,500 for the costs of the mediation.

10 49. Despite the risks presented by Defendant's various arguments and defenses,
11 I, Ms. Gundzik and Mr. Holzman invested our time and litigation costs and expenses, with
12 no guarantee of compensation or reimbursement. In addition, we were precluded from
13 spending time on other matters so that we could devote our attention to this case. My firm
14 took this case on a contingent-fee basis against a corporation represented by a reputable
15 defense firm. We are a small firm with few attorneys and staff. As such, when we take
16 contingent-fee cases, we must pay careful attention to the economics involved, because there
17 are some cases we expend a great deal of time on, but which produce little or no fees.

18 50. Contingent-fee cases present the very real risk of working hundreds if not
19 thousands of hours that may never be entirely compensated. Moreover, while the case is
20 being litigated, counsel must pay overhead (salaries, rent, etc.), pay their expenses and pay
21 out-of-pocket expenses on the plaintiff's behalf. The prospect of a court-awarded fee does
22 not greatly reduce the risk posed by these cases. One must prevail to receive a court-
23 awarded fee, and even the best cases can be lost at trial. There are also often unseen
24 obstacles that arise during a case, such as a change in the law, documents which do not
25 comport with a client's recollection of the facts, or a client's acceptance of a settlement offer
26 that does not compensate us for our reasonable fees.

27 51. Defendant has no objection to the fees and costs being requested in this case.
28 Moreover, the Notice of Settlement mailed to Class Members stated the amount of fees

1 being requested by Class counsel. Not a single Class Member objected to an award of fees in
2 the amount requested.

3 52. The lodestar cross-check against the percentage of the benefit analysis (or
4 common fund approach) supports the requested contingency-fee percentage. A loadstar
5 cross-check analysis typically happens in three steps. First, a trial court must determine a
6 baseline guide or “loadstar” figure based on the time spent and reasonable hourly
7 compensation for each attorney involved in the case. *Serrano v. Priest*, 20 Cal.3d 25, 48
8 (1975). Second, a court sets an hourly fee to apply to the time expended, with reference to
9 the prevailing rates in the geographic area in which the action is pending. *Bihun v. AT&T*
10 *Information Systems*, 13 Cal.App.4th 976, 997 (1993). Third, a multiplier is selected with
11 reference to factors substantially similar to the common-fund analysis: (1) the novelty and
12 difficulty of the issues involved, (2) the skill displayed in presenting them, (3) the extent to
13 which the nature of the litigation precluded other employment by the attorneys, and (4) the
14 contingent nature of the award, based on the uncertainty of prevailing on the merits and of
15 establishing eligibility for the award, (5) the amount involved and the results obtained on
16 behalf of the class by plaintiffs’ counsel, and (6) the reaction of the class members. *Serrano*
17 *v. Priest*, 20 Cal.3d at 49. Here, because our actual fees exceed the amount we are
18 requesting, no multiplier analysis is required.

19 53. I am familiar with the hourly rates charged by attorneys with similar
20 experience and expertise. My hourly rate of \$725 and Ms. Gundzik’s rate of \$675 are well
21 within the range of rates charged by attorneys with similar expertise and experience. These
22 rates are comparable to those judicially approved for other plaintiffs’ firms, such as Baron &
23 Budd (\$775 for the requested partner), Wasserman Comden Casselman & Essensten (rates
24 ranging from \$670-750 for partners), and Blood Hurst & Reardon (\$510-695 for partners).
25 See *Aarons v. BMW of North America*, No. 11-7667-PSG, 2014 U.S. Dist. LEXIS 118442,
26 *40-41 (C.D. Cal. Apr. 29, 2014). Other courts have approved hourly rates in this range for
27 plaintiffs’ side law firms in the Southern California area. See, e.g., *Kearney v. Hyundai*
28 *Motor Am.*, 2013 U.S. Dist. LEXIS 91636, *24 (C.D. Cal. June 28, 2013) (approving hourly

rates of \$650-\$800 for senior attorneys in consumer class action); *Richard v. Ameri-Force Mgmt. Servs., Inc.*, No. 37-2008-00096019 (San Diego Super. Ct., Aug. 27, 2010) (\$695 to \$750 an hour for partners); *Anderson v. Nextel Retail Stores, LLC*, No. CV 07-4480 (C.D. Cal. June 20, 2010) (\$655 to \$750 an hour for partners); *Luquetta v. Regents of Cal.*, CGC-05-443007 (San Francisco Super. Ct.) (approving partner rates between \$550 and \$850 per hour); and *Holloway v. Best Buy Co.*, C-05-5056-PJH (MEJ) (N.D. Cal.) (approving 2011 partner rates of \$700 to \$825 an hour).

54. The 2020 Class Action Hourly Rate Survey, conducted by the National Association of Legal Fee Analysis (NALFA), asked class action litigators from the nation's 16 largest legal markets if their current regular hourly rate falls within a given range. The NALFA survey shows that the average hourly rate for partners like me and Ms. Gundzik, who have more than 20 years of experience, ranges between \$801-\$900. This average hourly rate of \$801-\$900 is more than my hourly rate of \$725 on this case and more than Ms. Gundzik's rate of \$675. See **Exhibit "D."**

55. The following is a table of hourly rates which was prepared by a Federal Court in *Xu v. Yamanaka*, No. 13-CV-3240 YGR, 2014 WL 3840105, at *4 (N.D. Cal. Aug. 1, 2014):

Firm	Number of Attys	Partner Range	Partner Average	Associate Range	Associate Avg.
Weil	1220		\$927 (2012)	\$450–790	\$581 (2012)
Latham & Watkins	2033	\$895– 1110	\$990	\$465–725	\$605
Paul Weiss	803	\$760– 1120	\$1040	\$250–760	\$600
Skadden	1735	\$845– 1150	\$1035	\$340–845	\$620
Arps Willkie	540	\$790– 1090	\$950	\$350–790	\$580
Farr					

These rates for partners include many who have less years of legal experience than Class counsel, as partnership positions usually begin after eight or nine years of work. I became a partner at the national firm formerly known as LeBoeuf Lamb Greene & MacRae in 1995 but have been working in the legal field for more than twenty years since that time. It is

1 therefore reasonable to assume that these average rates certainly apply to partners at these
2 firms with twenty plus years of experience. Most of my former partners charge hourly rates
3 in excess of the hourly rate I am seeking. Further, according to the National Law Journal, in
4 Los Angeles, as of 2014, at Irell & Manella, the average hourly partner rate was \$890; at
5 Mannatt, Phelps & Phillips, the average hourly partner rate was \$740; at O'Melveny &
6 Meyers, the average hourly partner rate was \$715; and at Jeffer Mangels Butler & Mitchell,
7 the average hourly partner rate was \$690. (Sloan, *\$1,000 Per Hour Isn't Rare Anymore*;
8 *Nominal Billing Levels Rise, But Discounts Ease Blow* (2014) Nat. Law Journal.)

9 56. The fees we are requesting comport with the attorneys' fee agreements in the
10 lawsuit. Pursuant to the Settlement Agreement, the parties agreed that Class Counsel could
11 seek their attorneys' fees in an amount of up to one-third of the Gross Settlement Amount,
12 which pursuant to the terms of the Settlement Agreement is \$108,522.66. The engagement
13 agreement that I and Caskey & Holzman entered into with Plaintiff also provides for a fee
14 award in this amount. In each of those agreements, Plaintiff agreed that GGH & Caskey &
15 Holzman would be paid the greater of (1) one-third of all amounts obtained or received in
16 the lawsuit, or (2) the hours worked multiplied by the hourly rates of the attorneys working
17 on the case, plus any additional multiplier awarded by the Court. Plaintiff also signed an
18 Agreement Regarding the Division of Fees, a true and correct copy of which was attached to
19 the Declaration of Aaron Gundzik in Support of Motion for Preliminary Approval as Exhibit
20 2.

21 57. The results obtained support our fee request. The settlement is very good for
22 the Class, as 70 people will be receiving a settlement payment. The class settlement
23 payments range from a low of \$34.70 to a high of \$7,565.12, and the average class
24 settlement payment will be in the amount of approximately \$2,521.87. The PAGA
25 settlement payments range from a low of \$2.86 to a high of \$61.57, and the average PAGA
26 settlement payment will be in the amount of approximately \$36.23. Indeed, in our
27 communications with Class Members we have been thanked for and complimented about
28 our work on this case on behalf of the Class.

**THE PROPOSED SERVICE AND RELEASE PAYMENT
TO THE NAMED PLAINTIFF IS REASONABLE**

58. As compensation for his efforts, the Settlement Agreement provides that the Representative Plaintiff will receive a service and release payment in the amount of \$10,000 as payment for his time and efforts in pursuing this action, for the risks he took in agreeing to serve as a class representative and as additional compensation for the expanded release he is providing. In addition to the time he spent on this matter and the risks he undertook, as an additional requirement to receiving their service and release payments, Plaintiff is being required to sign a broad general release which includes a waiver of Section 1542 of the California Civil Code.

59. It is important that Plaintiff be paid a fair amount for his services to the Class. By agreeing to become a class representative, he subjected himself to substantial risks. And he spent a significant amount of time on the lawsuit, meeting with us many times and missing a full day of work to attend the mediation. See *Golba v. Dick's Sporting Goods, Inc.* (2015) 238 Cal. App. 4th 1251, 1272. By agreeing to serve as a class representative, Plaintiff has taken significant actions to protect the interests of the Class, and the Class has significantly benefitted from those actions. *Clark v. American Residential Services LLC* (2009) 175 Cal. App. 4th 785, 804.

60. If it wasn't for Plaintiff, the settlement, pursuant to which approximately \$176,531.08 will be paid to 70 Class Members, with the average Class Member receiving approximately \$2,521.87, would not have been obtained for the Class. It is not likely that many Class Members would have expended the time or effort to take the necessary steps to attempt to recover their alleged unpaid wages and wage premiums.

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1 61. If Plaintiff had gone to the Department of Labor, he may have received some
2 compensation, but the Class would have received nothing. That would have negated 70
3 people who will be receiving a settlement payment in the average amount of \$2,521.87.

4 I declare under penalty of perjury under the laws of the state of California that the
5 foregoing is true and correct.

6 Dated: July 30, 2021



Aaron C. Gundzik

Exhibit A

AARON C. GUNDZIK (State Bar No. 132137)
REBECCA G. GUNDZIK (State Bar No. 138446)
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MARSHALL A. CASKEY (State Bar No. 65410)
DANIEL M. HOLZMAN (State Bar No. 176663)
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CASKEY & HOLZMAN
24025 Park Sorrento, Ste. 400
Calabasas, CA 91302
Telephone: (818) 657-1070
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Attorneys for Plaintiff William Hall, individually
and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

WILLIAM HALL, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

CULPEPPER & ASSOCIATES SECURITY
SERVICES, INC. a Georgia corporation;
DOES 1 through 25,

Defendants.

Case No.: 20STCV15317

*Assigned to Hon. Daniel J. Buckley
Dept. SSC-1*

**FIRST AMENDED STIPULATION OF
CLASS ACTION SETTLEMENT**

Complaint Filed: April 21, 2020

This First Amended Stipulation of Class Action Settlement replaces and supersedes the Stipulation of Class Action Settlement signed by the parties in or about November and December 2020 and seeks to address the changes requested by the Court in its March 22, 2021 Tentative Ruling.

I. INTRODUCTION AND SUMMARY OF SETTLEMENT TERMS

This stipulation sets forth the terms of the settlement of a class action filed on behalf of current and former non-exempt employees who worked for Defendant Culpepper & Associates Security Services, Inc. (“Defendant” or “CASS”) as a Security Officer in

California during the Class Period, as defined below. The Second Amended Complaint alleges causes of action against Defendant for: (1) failure to pay overtime; (2) inaccurate wage statements, (3) failure to provide meal and rest breaks; (4) violation of the Business & Professions Code Section 17200; (5) recovery of civil penalties under the California Labor Code Private Attorneys' General Act ("PAGA"), California Labor Code sections 2698-2699.5; (6) violation of the Fair Labor Standards Act (FLSA); and (7) violation of Federal, State and local sick pay requirements.

Under the terms of the parties' Settlement and after final approval and entry of judgment pursuant to California Rule of Court 3.769, Defendant will pay a gross settlement amount of \$320,000 dollars (\$320,000) (the "Gross Settlement Amount"), plus the employer's share of payroll taxes. The Settlement will be administered by a third-party settlement administrator with experience administering class action settlements of this type. Until distribution, the Gross Settlement Amount will be held in a Qualified Settlement Fund established by the Settlement Administrator. This is an opt-out settlement, and Class Members (as defined in Section II) will receive a settlement payment unless they timely submit a Request for Exclusion. Settlement Class Members shall not be required to submit a claim form.

The Parties agree and propose that the following disbursements will be made from the Gross Settlement Amount, subject to Court approval at the Final Fairness and Approval Hearing:

A. Settlement Administration Costs, not to exceed \$5,514.26.

B. Class Counsel's Attorneys' Fees, to be approved by the Court, in an amount not to exceed one hundred six thousand six hundred sixty six dollars sixty six cents (\$106,666.66), which is one-third of the Gross Settlement Amount;

C. Class Counsel's Costs actual reasonable out of pocket costs, as approved by the Court, not to exceed \$15,000;

1 D. Service and Release Award to Plaintiff William Hall not to exceed \$10,000 as
2 payment for his time and efforts in pursuing this Action, and for the broader release and other
3 covenants that he will be providing to Defendant;

4 E. A payment of \$7,500 to the California Labor and Workforce Development
5 Agency (the “LWDA Payment”), which represents the Labor and Workforce Development
6 Agency’s (“LWDA”) 75% share of the total \$10,000 allocated to Plaintiff’s PAGA claims
7 (the “PAGA Amount”). The other 25% of the PAGA Amount (\$2,500) will be distributed to
8 those Class members who were employed by Defendant at any time during the PAGA Period.

9 F. The remainder of the Gross Settlement Amount (the “Net Settlement Amount”)
10 will be distributed to Settlement Class Members based on the methodology discussed in
11 section IV.L.1, below. It is estimated that the Net Settlement Amount will be approximately
12 \$172,819.08 after deductions for Class Counsel’s Attorneys’ Fees, Class Counsel’s Costs,
13 Settlement Administration Costs, the Service and Release Awards, and the PAGA Amount.

14 Defendant represents that the Class consisted of approximately 67 members as of
15 October 15, 2020.

16 **II. DEFINITIONS**

17 As used in this Stipulation, the following terms shall have the meanings set forth
18 below:

19 A. “Action” means this putative class and representative action pending in Los
20 Angeles County Superior Court titled *William Hall v. Culpepper & Associates Security*
21 *Services, Inc.*, Case No. 20STCV15317.

22 B. “Agreement” or “Stipulation” means this Stipulation of Class Action
23 Settlement.

24 C. “Class” means all non-exempt employees of Defendant who worked as security
25 officers in California during the applicable Class Period (as defined below).

26 D. “Class Counsel” means Aaron C. Gundzik and Rebecca G. Gundzik of
27 Gundzik Gundzik Heeger LLP, 14011 Ventura Blvd., Suite 206E, Sherman Oaks, CA 91423,
28

(818) 290-7461, and Dan Holzman of Caskey & Holzman, 24025 Park Sorrento, Ste. 400, Calabasas, CA 91302, (818) 657-1070.

E. “Class Counsel’s Attorneys’ Fees” means the amount to be awarded to Class Counsel from the Gross Settlement Amount for their attorneys’ fees for their work in this Action, subject to Court approval at the Final Fairness and Approval Hearing.

F. “Class Counsel’s Costs” means the amount to be awarded to Class Counsel from the Gross Settlement Amount to reimburse Class Counsel for their reasonable costs and expenses incurred in the Action, subject to Court approval at the Final Fairness and Approval Hearing.

G. “Class Data” means each Class Member’s full name, social security number, last known address, and telephone number(s), along with the number of weeks that each Class Member worked for Defendant in a Class position during the Class Period to the extent that this information is in Defendant’s reasonable possession.

H. “Class Member” is a person who is a member of the Class.

I. “Class Period” means the period from April 21, 2016 through December 7, 2020.

J. “Complaint” means the Second Amended Complaint on file in the Action.

K. “Court” means the Superior Court of the State of California, in and for the County of Los Angeles, where the Action is pending.

L. “Defendant” means Culpepper & Associates Security Services, Inc.

M. “Defendant’s Counsel” means Elizabeth Watson and Bethany Pelliconi of Seyfarth Shaw LLP, 2029 Century Park East, Suite 3500, Los Angeles, California 90067-3021, Tel: (310)201-9233, Fax: (310) 551-8328.

N. “Effective Date” means the date the Court’s Final Approval Order and Judgment thereon becomes final. The Judgment becomes final upon the later of: (i) if there are no objections to the settlement, the date that the Court enters Judgment; (ii) if there is an objection to the settlement and no appeal is filed, the expiration date of the time for the filing or noticing of an appeal from, or other challenge to, the Court’s Judgment; (iii) if an appeal is filed, the date affirmance of an appeal of the Judgment becomes final; or (iv) if an appeal is

1 filed, the date of final dismissal of any appeal from the Judgment or the final dismissal of any
2 proceeding on review of any court of appeal decision relating to the Judgment.

3 O. "Employer's Withholding Share" means Defendant's share of all federal, state,
4 and local taxes and required withholdings, including without limitation, FICA, Medicare tax,
5 FUTA, and state unemployment taxes.

6 P. "Final Approval Order" means the Order Granting Final Approval of Class
7 Action Settlement and Judgment entered by the Court.

8 Q. "Final Fairness and Approval Hearing" means the hearing on Plaintiff's
9 Motion for Final Approval of Class Action Settlement at which the Court will be asked to give
10 final approval to the settlement terms set forth herein and to enter judgment.

11 R. "Gross Settlement Amount" means the three hundred twenty thousand dollars
12 (\$320,000) which Defendant will pay under this Settlement.

13 S. "LWDA Payment" means 75% of the PAGA Payment. The LWDA Payment
14 will be paid to the LWDA.

15 T. "Net Settlement Amount" means the amount remaining from the Gross
16 Settlement Amount after payments of Court-approved Class Counsel's Attorney's Fees and
17 Class Counsel's Costs, Service and Release Award to the Representative Plaintiff, Settlement
18 Administration Costs, and the PAGA Amount. It is estimated that the Net Settlement Amount
19 will be at least \$172,819.08.

20 U. "Notice of Settlement" means the "Notice of Proposed Class Action Settlement
21 and Final Approval Hearing," the form of which is attached hereto as Exhibit 1.

22 V. "Notice of Objection" means a written objection to this Settlement sent by a
23 Settlement Class Member to the Settlement Administrator as specified in Section IV. H. herein
24 and in the Notice of Settlement.

25 W. "PAGA Amount" means the \$10,000 portion of the Gross Settlement Amount
26 that the Parties allocated to settlement of Plaintiff's PAGA claims.

27 X. "Parties" means the Representative Plaintiff on behalf of himself and all
28 Settlement Class Members and Defendant.

1 Y. “Preliminary Approval Date” is the date that the Court grants preliminary
2 approval of this Settlement pursuant to California Rule of Court 3.769(c).

3 Z. “Qualified Settlement Fund” or “QSF” means a federally insured bank account
4 to be established by the Settlement Administrator into which all payments from Defendant
5 related to this Settlement will be deposited and from which all payments authorized by the
6 Court will be made. The QSF will be established prior to Defendant’s deposit of the Gross
7 Settlement Amount.

8 AA. “Qualifying Workweek” means a week during which a Class Member
9 performed work for Defendant in a Class position during the Class Period. This means a
10 workweek during which a Class Member performed any productive work for Defendant and
11 submitted a timesheet recording any time worked. For clarity, a Qualifying Workweek does
12 not include workweeks during which a Class Member did not perform any productive work
13 or submit a timesheet recording time worked (such as workweeks during which the Class
14 Member took the entire week off for vacation, holidays, or any type of leave).

15 BB. As determined by the Court, “Released Claims” means any and all claims,
16 rights, demands, charges, complaints, causes of action, punitive or statutory damages,
17 penalties, liquidated damages, expenses, attorneys’ fees and costs, interest, obligations or
18 liability of any and every kind that were asserted in the Second Amended Complaint or are
19 based on, or arise out of, the facts alleged in the Second Amended Complaint, including
20 without limitation any claims for failure to pay overtime or other wages, failure to issue
21 accurate wage statements, failure to provide compliant meal and rest periods, unfair, unlawful
22 or fraudulent business practices under California Business and Professions Code Section
23 17200 and any claims based on paid sick leave under state federal, or local law, and all related
24 penalties. Provided, however, the Released Claims shall not include the PAGA Released
25 Claims. The Release Period for the Released Claims shall be the Class Period.

26 CC. “Released Parties” means Defendant and all of its current or former
27 subsidiaries, affiliates, parent corporations, predecessors, insurers, agents, employees,
28 successors, assigns, officers, owners, third-party consultants, staffing agencies (and those

1 staffing agencies' workers), officials, directors, attorneys, personal representatives, executors,
2 and shareholders, including Defendant's pension, profit sharing, savings, health, and other
3 employee benefit plans of any nature, the successors of such plans, and those plans' respective
4 current or former trustees and administrators, agents, employees, and fiduciaries.

5 DD. "Representative Plaintiff" means Plaintiff William Hall.

6 EE. "Request for Exclusion" means a written and signed request by a Class
7 Member to be excluded from the Settlement Class that is submitted in accordance with the
8 procedure set forth in Section IV. E. herein, also known as an "opt-out request."

9 FF. "Response Deadline" means the date that is 45 days after mailing of Notices
10 of Settlement. Provided, for Notices of Settlement that are re-mailed to a different address,
11 the Response Deadline will be the earlier of: (1) 45 days after re-mailing, and (2) ten days
12 before the initial date set by the Court for the Final Fairness and Approval Hearing.

13 GG. "Service and Release Award" means the payment to be made to the
14 Representative Plaintiff for his service to the Class and for the broader general release that he
15 is providing to Defendant, which is in addition to whatever payment he otherwise would be
16 entitled to receive as a Settlement Class Member. The Service and Release Award shall not
17 exceed \$10,000.

18 HH. "Settlement" means the disposition of the Action and all related claims
19 effectuated by this Agreement.

20 II. "Settlement Administration Costs" means the fees and costs incurred or
21 charged by the Settlement Administrator in connection with the execution of its duties under
22 this Agreement including, but not limited to fees and costs associated with: (1) establishing
23 and maintaining the QSF; (2) preparing, issuing and/or monitoring reports, filings, and notices
24 (including the cost of printing and mailing all notices and other documents to the Class
25 Members) required to be prepared in the course of administering the Settlement; (3)
26 computing the amount of the settlement payments, taxes, and any other payments to be made
27 under this Agreement; (4) calculating and handling inquiries about the calculation of
28 individual settlement payments; (5) establishing and operating a settlement payment center

1 website, address, and phone number to receive Class Members' inquiries about the Settlement;
2 (6) providing a due diligence declaration for submission to the Court prior to the final approval
3 hearing; (7) printing and providing Settlement Class Members and the Plaintiff with W-2 and
4 1099 forms as required under this Agreement and applicable law; (8) preparing, issuing, and
5 filing any tax returns and information returns and any other filings required by any
6 governmental taxing authority or other governmental agency; and (9) for such other tasks as
7 the Parties mutually agree or the Court orders the Settlement Administrator to perform. The
8 Settlement Administration Costs will not exceed \$5,514.26. Settlement Administration Costs
9 will be paid out of the Gross Settlement Amount.

10 JJ. "Settlement Administrator" refers to ILYM Group, Inc.

11 KK. "Settlement Class" means all Class Members who have not submitted a timely,
12 complete, and effective Request for Exclusion.

13 LL. "Settlement Class Member" is a person who is a member of the Settlement
14 Class.

15 MM. "PAGA Employee" means a member of the Class who was employed by
16 Defendant at any time during the PAGA Period.

17 NN. "PAGA Employee Portion" means \$2,500, which is 25% of the PAGA
18 Amount.

19 OO. "PAGA Period" means the time period from April 21, 2019 through December
20 7, 2020.

21 PP. "PAGA Released Claims" means any and all claims for civil penalties
22 recoverable by a private attorney general for violations that were alleged in, or arise out of the
23 facts alleged in, the Second Amended Complaint and/or the letter submitted by Plaintiff to
24 California's Labor and Workforce and Development Agency arising during the PAGA Period.

25 **III. BACKGROUND**

26 During the Class Period, Defendant has been in the business of providing security
27 officers officer for customers in California and other locations in the United States. Class
28 Members are non-exempt employees who worked as security officers for Defendant in

1 California during the Class Period. Plaintiff contends, among other things, that Class Members
2 were not correctly paid for all overtime, were denied compliant meal and rest breaks, were
3 not provided with accurate wage statements, and were not provided with all sick leave required
4 by State, local, and Federal law.

5 Defendant denies all of Plaintiff's claims and contends, among other things, that all
6 Class Members were properly paid for all overtime, that Class Members were provided with
7 compliant meal and rest breaks, that all wage statements accurately reflected the information
8 required by Labor Code section 226, and that Class Members were provided with all
9 applicable sick leave.

10 The Parties have undertaken significant investigation and informal discovery during
11 the prosecution of this Action. Such discovery and investigation include extensively
12 interviewing the Representative Plaintiff and other Class Members, Defendant's production
13 and Plaintiff's counsel's review of personnel records, policies, as well as time and pay records
14 for a sample of Class Members during the Class Period, and other detailed information
15 relevant to the Class Members' claims. Counsel for the Parties have investigated the law as
16 applied to the facts discovered regarding the alleged claims of the Class and potential defenses
17 thereto, and the potential damages claimed by the Class.

18 The Parties' attorneys have engaged in extensive discussions about the strengths and
19 weaknesses of the claims and defenses in the Action. On October 7, 2020, the Parties attended
20 a mediation before an experienced and well-regarded mediator, Lisa Klerman, after which the
21 Parties' reached an agreement regarding the resolution of this Action which is embodied in
22 the terms of this Agreement.

23 Plaintiff and Class Counsel have concluded, after considering the sharply disputed
24 factual and legal issues involved in this Action, the risks attending further prosecution, and
25 the substantial benefits to be received pursuant to the compromise and settlement of the Action
26 as set forth in this Agreement, that this Settlement is in the best interests of the Representative
27 Plaintiff and the Settlement Class and is fair and reasonable.

1 This Settlement contemplates: (i) entry of an order preliminarily approving the
2 Settlement and approving certification of a provisional Class for settlement purposes only; (ii)
3 dissemination of a notice to Class Members about the settlement; (iii) entry of a Final
4 Approval Order granting final approval of the Settlement; and (iv) entry of final judgment.

5 **IV. SETTLEMENT APPROVAL AND IMPLEMENTATION PROCEDURE**

6 **A. Preliminary Approval of Settlement**

7 Following the execution of this Stipulation by all Parties or at such other time specified
8 by the Court, Class Counsel will submit this Stipulation to the Court as part of Plaintiff's
9 motion for preliminary approval of the settlement. Plaintiff's motion will include such briefing
10 and evidence as may be required for the Court to determine that this Agreement is fair and
11 reasonable, as required by California Code of Civil Procedure section 382 and California Rule
12 of Court 3.769. Class Counsel will provide Defendant's counsel with the opportunity to
13 review and comment on all drafts of all papers to be filed in connection with the motion for
14 preliminary approval (notice of motion, memorandum of points and authorities and
15 declarations) before filing such motion with the Court. Plaintiff's motion for preliminary
16 approval will also include a proposed order that is mutually agreed-upon by the Parties.
17 Defendant shall not oppose Plaintiff's motion for preliminary approval of the settlement to
18 the extent it is consistent with the terms and conditions of this Agreement. Defendant may,
19 however, provide a written response to any characterization of the law or facts contained in
20 the motion for preliminary approval.

21 The Parties have agreed to the certification of the Class for the sole purposes of
22 effectuating this Settlement. Should the Settlement be terminated for any reason, or should
23 the Settlement not be approved by the Court or the judgment not become final, the fact that
24 the Parties were willing to stipulate to class certification as part of the Settlement will have no
25 bearing on, and will not be admissible in connection with, the issue of whether a class should
26 be certified in a non-settlement context in this Action, and in any of those events, Defendant
27 expressly reserves the right to oppose class certification. Additionally, if the Settlement does
28 not become final, this Agreement and all negotiations, court orders, and proceedings related

thereto shall be without prejudice to the rights of all Parties hereto, and evidence relating to the Agreement and all negotiations shall not be admissible in the Action or otherwise. The Parties further agree that if, for any reason, the Settlement is not approved, the certification for purposes of this Settlement will have no force or effect and will be immediately revoked.

B. Cooperation

The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and to take such other reasonably necessary actions to implement the terms of this Agreement. No party, nor any of its attorneys or agents, shall solicit or encourage any Class Member to opt out of or object to the Settlement.

C. Notice of Settlement

Within 10 business days following the Court's order granting preliminary approval of the Settlement, Defendant will provide the Settlement Administrator with the Class Data in an electronic format acceptable to the Settlement Administrator. At the same time, Defendant will provide the Class Data, without Class Member names, contact information and social security numbers, to Class Counsel. This information will remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, pursuant to Defendant's express written authorization, by order of the Court, or as otherwise provided for in this Agreement.

Using the Class Data, the Settlement Administrator will: (1) confirm the number of Class Members and Qualifying Workweeks, (2) finalize and print the Notice of Settlement; (3) check all addresses against the National Change of Address database; and (4) within ten (10) calendar days of receiving the Class Data, send to each Class Member via First-Class United States mail an English version of the Notice of Settlement to the most recent address known for each Class Member. The Parties agree that is not necessary to translate the Notice of Settlement into any other language.

1 **D. Re-Sending Class Notices**

2 In the event that Defendant's Counsel or Class Counsel becomes aware of new
3 addresses for any Class Member, prior to the filing of the motion for final approval, such
4 information must immediately be communicated to the Settlement Administrator. The
5 Settlement Administrator will then re-send a Notice of Settlement to the Class Member(s) at
6 the new address.

7 For any Notice of Settlement that is returned as undeliverable, the Settlement
8 Administrator will perform a utility database search or other skip trace. The returned Notices
9 of Settlement will be re-mailed to the new addresses obtained for such Class Members. Such
10 searching and re-mailing will be completed within ten (10) calendar days of the date that
11 Notices of Settlement were originally returned as undeliverable.

12 **E. Requests for Exclusion (Opt-Outs)**

13 Any Class Member who wishes to be excluded from the Settlement must notify the
14 Settlement Administrator in writing of his or her desire to be excluded by mailing his or her
15 own Request for Exclusion to the Settlement Administrator that clearly expresses such desire
16 and is signed by such Class Member. Any such Request for Exclusion shall include the Class
17 Member's name, current address, telephone number, and last four numbers of the Class
18 Member's social security number. To be valid, the Request for Exclusion must be postmarked
19 by no later than the Response Deadline.

20 Any Class Member who submits a valid and timely Request for Exclusion shall be
21 barred from participating in this Settlement, shall be barred from objecting to this Settlement,
22 and shall receive no benefit from the Class Settlement. Provided, however, notwithstanding a
23 valid Request for Exclusion, all PAGA Employees shall receive their share of the PAGA
24 Employee Portion and will be deemed to have released the PAGA Released Claims. If any
25 Class Member submits a valid and timely Request for Exclusion pursuant to this Section and
26 also submits an Objection to the Settlement pursuant to Section IV. H., the Objection shall
27 nullify the Request for Exclusion and the Class Member will be deemed to be a Settlement
28 Class Member.

1 Any Class Member who fails to submit a timely, complete, and valid Request for
2 Exclusion shall be barred from opting out of the Settlement. It shall be conclusively presumed
3 that, if a Request for Exclusion is not postmarked on or before the expiration of the period to
4 submit a Request for Exclusion, the Class Member did not make the request in a timely
5 manner. Under no circumstances shall the Settlement Administrator have the authority to
6 extend the deadline for Class Members to file a Request for Exclusion.

7 Unless a Class Member submits a timely, complete, and valid Request for Exclusion,
8 he or she shall be deemed a Settlement Class Member and shall be bound by the terms and
9 conditions of this Agreement. The releases provided for in this Agreement shall conclusively
10 preclude any Settlement Class Member from asserting any of the Released Claims against any
11 of the Released Parties in any judicial, administrative, or arbitral forum.

12 The Settlement Administrator shall promptly provide Class Counsel and Defendant's
13 Counsel with copies of all Requests for Exclusion that it receives. In the event of any dispute
14 regarding the validity of any Request for Exclusion, Class Counsel and Defendant's Counsel
15 shall meet and confer in an attempt to reach agreement and, if they are unable to do so, the
16 issue shall be submitted to the Court for determination on an expedited basis, through the
17 submission of letter briefs of no more than three pages.

18 **F. Declaration of Compliance**

19 At the time determined by Class Counsel, the Settlement Administrator shall provide
20 Class Counsel and Defendant's Counsel with a declaration attesting to completion of the
21 notice process set forth in this Section IV, including the number of notices sent and returned,
22 an explanation of efforts to resend undeliverable notices, and copies of all Requests for
23 Exclusion, which declaration shall be filed with the Court by Class Counsel along with their
24 papers requesting final approval of the Settlement.

25 **G. Sufficient Notice**

26 Compliance with the procedures described in this Section IV shall constitute due and
27 sufficient notice to Class Members of this Settlement and of the Final Fairness and Approval
28 Hearing, shall satisfy the requirements of due process, and nothing else shall be required of

1 the Representative Plaintiff, Class Counsel, Defendant, Defendant's Counsel, or the
2 Settlement Administrator to provide notice of the Settlement and the Final Fairness and
3 Approval Hearing.

4 **H. Objections to Settlement**

5 **1. Procedure and Deadline for Objections**

6 In order for any Class Member to object to the Settlement, he or she must send to the
7 Settlement Administrator, postmarked no later than the Response Deadline, a Notice of
8 Objection, signed by the objecting Class Member or his or her attorney, along with all
9 supporting papers (if any). The date the signed Notice of Objection was postmarked shall be
10 conclusively determined according to the records of the Settlement Administrator. The
11 Settlement Administrator shall send any Notices of Objections it receives to Defense Counsel
12 and Class Counsel within three (3) business days of receipt. The Court retains final authority
13 with respect to the consideration and admissibility of any Notice of Objection.

14 A Class Member's Notice of Objection will not be valid if the Class Member also
15 submits a valid and timely Request for Exclusion. A Class Member who does not submit a
16 valid and timely Request for Exclusion and who objects to the Settlement will still be
17 considered a Settlement Class Member. If any Class Member submits a valid and timely
18 Request for Exclusion pursuant to Section IV. E, and also submits an Objection to the
19 Settlement pursuant to this Section, the Objection shall nullify the Request for Exclusion and
20 the Class Member will be deemed to be a Settlement Class Member. In the event of any
21 dispute regarding the validity of any Objection to Settlement, Class Counsel and Defendant's
22 Counsel shall meet and confer in an attempt to reach agreement and, if they are unable to do
23 so, the issue shall be submitted to the Court for determination on an expedited basis, through
24 the submission of letter briefs of no more than three pages.

25 **2. Responses to Objections**

26 Class Counsel and Defendant's Counsel shall file any written objections from Class
27 Members submitted to the Settlement Administrator, and Class Counsel's and Defendant's
28 Counsel's responses to such objections, at least five (5) court days before the Final Fairness

1 and Approval Hearing.

2 **I. Defendant's Right to Rescind**

3 If four or more of the Class Members submit timely and valid Requests for Exclusion,
4 Defendant may, at its option, rescind the Settlement. In that event, all actions taken in
5 furtherance of the Settlement will be null and void. Defendant must exercise this right of
6 rescission, in a writing to Class Counsel, within fourteen (14) days following Defendant's
7 Counsel's receipt of information from the Settlement Administrator indicating that the number
8 of valid Requests for Exclusion exceed this limit. If Defendant exercises this right of
9 rescission, Defendant must pay the all expenses incurred by the Settlement Administrator as
10 of the date of Defendant's notice of rescission.

11 **J. Pro-Rata Increase in Settlement Fund**

12 If, as reflected in the Class Data delivered to the Settlement Administrator, the total
13 number of Class Member Qualifying Workweeks exceeds 5,000, the Gross Settlement
14 Amount shall increase by the same percentage that the number of Qualifying Workweeks
15 exceeds 5,000.

16 **K. Final Fairness and Approval Hearing**

17 On or before the date set by the Court, Class Counsel will file a motion for final
18 approval of this Settlement pursuant to California Rule of Court 3.769. Class Counsel will
19 provide Defendant's counsel with the opportunity to review and comment on drafts of all
20 papers to be filed in connection with the motion for final approval (notice of motion,
21 memorandum of points and authorities and declarations) before filing such motion with the
22 Court. Plaintiff's motion for final approval will also include a proposed order that is mutually
23 agreed-upon by the Parties. Defendant shall not oppose Class Counsel's motion for final
24 approval of the settlement to the extent it is consistent with the terms and conditions of this
25 Agreement. Defendant may, however, provide a written response to any characterization of
26 the law or facts contained in the motion for final approval.

27 On the date set by the Court, the Final Fairness and Approval Hearing shall be held
28 before the Court in order to: (1) determine whether the Court should give this Settlement final

1 approval; (2) determine whether Class Counsel's application for attorneys' fees and costs, and
2 request for the Service and Release Awards to the Representative Plaintiff, should be granted;
3 (3) determine whether the Court should approve the payment of fees to the Settlement
4 Administrator and the PAGA Settlement Amount and (4) consider any timely Objections to
5 Settlement, including Class Counsel's and Defendant's Counsel's responses thereto. Upon
6 final approval, the Court shall enter a Final Approval Order (in a form submitted by Class
7 Counsel and approved by Defendant's Counsel) which has the effect of adjudicating all claims
8 set forth in the Complaint and implementing the release of Released Claims, as set forth in
9 this Agreement. The Final Approval Order will be posted on the Settlement Administrator's
10 website. The posting of the Final Approval Order on the Settlement Administrator's website
11 will constitute notice of entry of the judgment, as required by California Rule of Court
12 3.771(b).

13 **L. Settlement Payments to Settlement Class Members**

14 **1. Calculation of Settlement Payments.**

15 The Net Settlement Amount shall be divided among and distributed to individual
16 Settlement Class Members using the following formula:

17 **$$\frac{\text{Individual Settlement Class Member's Qualifying Workweeks}}{\text{Settlement Class Members' Qualifying Workweeks}} \times \text{Net Settlement}$$**
18 **Amount**

19
20 The Settlement Administrator shall have the authority and obligation to make
21 payments, credits, and disbursements, including payments and credits in the manner set forth
22 herein, to Settlement Class Members calculated in accordance with the methodology set out
23 in this Agreement and orders of the Court.

24 Ninety percent (90%) of each Settlement Class Member's share of the Net Settlement
25 Amount is consideration for the release of non-FLSA claims. Ten percent (10%) of each
26 Settlement Class Member's share of the Net Settlement Amount is consideration for the
27 release of FLSA claims. As set forth in section IV.L.8, below, the check representing the
28 release of FLSA claims shall include endorsement language concerning such release.

1 The Parties acknowledge and agree that the formula used to calculate individual
2 settlement payments does not imply that all the elements of damages alleged in the Action are
3 not being considered. The above formula was devised as a practical and logistical tool to
4 simplify the settlement process.

5 **2. Inclusion of Qualifying Workweeks and Estimated Settlement**
6 **Payment Information in Notice of Settlement**

7 The Notice of Settlement sent to each Class Member shall state the amount of the Class
8 Member's Qualifying Workweeks during the Class Period and during the PAGA Period, as
9 reflected in the Class Data. The Notice of Settlement shall provide an estimate of each Class
10 Member's share of the Class settlement and each PAGA Employee's share of the PAGA
11 Employee Portion. Further, because each Settlement Class Member will receive
12 simultaneously two settlement checks, one check for the non-FLSA released claims ("Non-
13 FLSA Check") and a second check for the FLSA released claims ("FLSA Check"), each
14 Notice of Settlement shall also include an estimate of the amount of the Class Member's Non-
15 FLSA Check and the amount of the Class Member's FLSA Check. The estimated settlement
16 payments included in the Notice of Settlement will be calculated by assuming that no Class
17 Members will be excluded from the Settlement.

18 **3. Eligibility**

19 Settlement Class Members (but not Class Members who exclude themselves of the
20 Settlement), will receive a settlement payment from the Net Settlement Amount, distributed
21 through the Settlement Administrator. All PAGA Employees will still receive a check for
22 their share of the PAGA Employee Portion, regardless of whether they submit a valid Request
23 for Exclusion.

24 Should any question arise regarding the determination of eligibility for, or the amounts
25 of, any settlement payments under the terms of this Agreement, Class Counsel and
26 Defendant's Counsel shall meet and confer in an attempt to reach agreement and, if they are
27 unable to do so, the issue shall be submitted to the Court for determination on an expedited
28 basis, through the submission of letter briefs of no more than three pages.

1 **4. Disputes about Qualifying Workweeks**

2 If a Class Member disagrees with the number of Qualifying Workweeks, as stated in
3 his or her Notice of Settlement, he or she may dispute that figure by informing the Settlement
4 Administrator of the number of Qualifying Workweeks he or she claims to have worked
5 during the Class Period or PAGA Period and provide any supporting documentation (such as,
6 without limitation, payroll or time keeping records, and paycheck stubs) on or before the
7 Response Deadline. If there is a dispute, the Settlement Administrator will consult with Class
8 Counsel and Defendant's Counsel to determine whether an adjustment is warranted. However,
9 Defendant's records shall be presumed to be accurate and the Settlement Administrator shall
10 have the sole discretion to determine any such disputes. The Settlement Administrator shall
11 be obligated to resolve any disputes regarding the number of Qualifying Workweeks
12 submitted by a Class Member within ten (10) business days.

13 **5. Allocation of Settlement Payments**

14 Payment to each Settlement Class Member shall be allocated as follows: The non-
15 FLSA payments to Settlement Class Members will be characterized as seventy percent (70%)
16 1099 income and thirty percent (30%) W-2 income. The FLSA payments will be characterized
17 as fifty percent (50%) 1099 income, to be reported on an IRS Form 1099, and fifty percent
18 (50%) as W-2 income, to be reported on a W-2 form. Shares of the PAGA Employee Portion
19 shall be exclusively 1099 income.

20 **6. Payment of Payroll Taxes**

21 The amount paid to each Settlement Class Member attributable to wages shall be
22 subject to all applicable taxes and other withholdings and shall be net of the Settlement Class
23 Member's share of all federal, state, and local taxes and required withholdings, including
24 without limitation, FICA, Medicare tax, FUTA, and state unemployment taxes. The
25 Employer's Withholding Share shall be paid by Defendant separately and in addition to
26 Defendant's payment of the Gross Settlement Amount.

27 For each Settlement Class Member, the Settlement Administrator shall determine the
28 Employer's Withholding Share. Information related to the Employer's Withholding Share for

1 each Settlement Class Member shall be provided to Defendant by the Settlement
2 Administrator, including the amount owed by the Employer for its Withholding Share, how
3 the Withholding Share was calculated, and instructions for making payment. If Defendant
4 disagrees with the Settlement Administrator's determination of the Employer's Withholding
5 Share, it will communicate with and share information reasonably necessary to reach a good
6 faith determination of the correct Employer's Withholding Share.

7 **7. Payments to Settlement Class Members**

8 Within ten (10) days of Defendant's deposit of the Gross Settlement Amount with the
9 Settlement Administrator, the Settlement Administrator will make the settlement payments to
10 Settlement Class Members and PAGA Employees based on the payment formulae set forth
11 herein.

12 **8. Opt-In and Release of FLSA Claims**

13 Opt-in and release language regarding the release of the FLSA claim will be printed
14 on each FLSA settlement check issued to Settlement Class Members, with the advisement that
15 cashing such check constitutes consent under the FLSA to opt into the collective action and
16 to release all claims under the FLSA. The language to be included will be substantially similar
17 to the following:

18 My endorsing, cashing, or depositing of this check constitutes my consent to join the
19 lawsuit entitled *William Hall v. Culpepper & Associates Security Services, Inc.*,
20 pending in the Superior Court of the State of California for the County of Los Angeles,
Case No. 20STCV15317, pursuant to the provisions of the Fair Labor Standards Act
("FLSA"), 29 U.S.C. Section 216(b), and to release all claims I might have against the
Released Parties under the FLSA.

21 **9. Distribution of PAGA Employee Portion**

22 The PAGA Employee Portion will be divided among and distributed to all PAGA
23 Employees based upon the number of workweeks that they worked during the PAGA Period
24 pursuant to the following formula:

25 **(Individual PAGA Employee's Qualifying Workweeks during PAGA**
26 **Period ÷ All PAGA Employees' Qualifying Workweeks during PAGA**
27 **Period) x \$2,500**
28

1 Settlement Class Members who are also PAGA Employees will receive their shares of the
2 PAGA Employee Portion included in the same checks that include their individual Settlement
3 Class Member payments. Class Members who exclude themselves from the Class Settlement
4 will still receive their shares of the PAGA Employee Portion and such Class Members will
5 still be bound by the PAGA Release, notwithstanding their exclusion from the Settlement
6 Class.

7 **M. The Settlement Administrator**

8 The Settlement Administrator will perform the duties specified in this Agreement and
9 any other duties incidental to such obligations. The Settlement Administrator's duties shall
10 include, without limitation: establishing the QSF, preparing and distributing the Notice of
11 Settlement; calculating and directing the disbursement of payments to Settlement Class
12 Members, PAGA Employees, Class Counsel, the Class Representative and the LWDA;
13 calculating and timely paying any and all payroll taxes from the wages portion of the Net
14 Settlement Amount to the appropriate tax authorities, as required under this Agreement and
15 applicable law; handling inquiries about the calculation of individual settlement payments;
16 preparing and filing any tax returns and information returns and any other filings required by
17 any governmental taxing authority or other governmental agency; providing weekly status
18 reports to the Parties' counsel; advising Defendant and Class Counsel of any Class Members
19 who submit Notices of Objections and/or Requests for Exclusion; providing a due diligence
20 declaration for submission to the Court prior to the final approval hearing; printing and
21 providing Settlement Class Members and the Representative Plaintiff with W-2 and 1099
22 forms as required under this Agreement and applicable law; arranging for and remitting funds
23 from any uncashed settlement payment to the designated recipient, as determined by the
24 Court; resolving any disputes regarding the number of Qualifying Workweeks submitted by a
25 Class Member and for such other tasks as the Parties mutually agree or the Court orders the
26 Settlement Administrator to perform.

27 The Settlement Administrator shall establish a settlement payment center address,
28 telephone number and email address to receive Class Members' inquiries about the Notice of

1 Settlement, requests to be excluded from the Settlement and settlement payments.

2 In addition, the Settlement Administrator shall establish a static website and, on the
3 website, post this stipulation, any preliminary approval order and the Final Approval Order
4 and Judgment. Posting of the Final Approval Order and Judgment on such website shall
5 constitute notice of judgment to the Settlement Class, as required by California Rule of Court
6 3.771(b).

7 The Parties confirm, and Class Counsel and Defendant's Counsel confirm that they do
8 not have any financial interest in the Settlement Administrator or otherwise have a relationship
9 with the Settlement Administrator that could create a conflict of interest.

10 **N. Time for Payment by Defendant**

11 Defendant shall wire the Gross Settlement Amount and Employer's Withholding
12 Share to the QSF within 20 days of the Effective Date. However, in the event of a federal
13 government shutdown between October 7, 2020 and the date on which payment is due,
14 Defendant's payment will be due 120 days after the federal government opens back up and
15 resumes funding of Defendant's invoices, if that date is later than the payment deadline
16 specified hereinabove.

17 If Defendant fails to timely pay the amount required to satisfy its payment obligation
18 under this Stipulation, the Representative Plaintiff, at his option, may either (1) declare the
19 Settlement terminated, in which case, the Parties agree that the Court will nullify the Final
20 Approval Order and Judgment and Plaintiff may continue to prosecute his claims against
21 Defendant, or (2) seek to collect all amounts owed under the Final Approval Order and
22 Judgment against Defendant.

23 **O. Payments to Class Counsel, the Representative Plaintiff, the LWDA and**
24 **the Settlement Administrator**

25 Subject to Court approval, within ten (10) days of Defendant's deposit of the Gross
26 Settlement Amount with the Settlement Administrator, the Settlement Administrator shall
27 make payment from the QSF to: (1) Class Counsel, for Class Counsel's Attorneys' Fees and
28 Class Counsel's Costs, as by the Court; (2) the Representative Plaintiff for the Service and

1 Release Award approved by the Court; (3) to the LWDA for the LWDA Amount, as approved
2 by the Court; and (4) to the Settlement Administrator for the Settlement Administration Costs,
3 as approved by the Court. These payments will be reported on an IRS Form 1099.

4 **P. Un-cashed/Un-deposited Settlement Payment Checks**

5 If any Settlement Class Member's settlement payment check has not been cashed or
6 deposited within sixty (60) days after disbursement, the Settlement Administrator shall
7 attempt to contact each individual to advise them to cash their checks, and to offer to replace
8 any checks reported as either lost or stolen. In attempting to contact such persons, the
9 Settlement Administrator will send a reminder postcard (1) by mail to the individuals' last
10 known addresses (as provided by Defendant) after first checking those addresses against the
11 NCOA database and skip tracing and (2) by email in the event that Defendant provides email
12 addresses for such persons.

13 If a Class Member's check is not cashed within 180 days, the check will be void and
14 a stop payment order may be placed on the check. In such event, the Settlement nevertheless
15 will be binding upon the Settlement Class Member. The funds represented by all uncashed
16 settlement checks will be transmitted by the Settlement Administrator to the California State
17 Controller as unclaimed property in the name of the individual Settlement Class Member.

18 **Q. Class Counsel Attorneys' Fees and Costs**

19 Defendant will not oppose Class Counsel's application for an award of attorneys' fees
20 of up to one-third of the Gross Settlement Amount which shall be one hundred and six
21 thousand, six hundred and sixty six dollars and sixty six cents (\$106,666.66), if the escalator
22 clause (§ IV.J) is not triggered. .

23 Defendant will not oppose Class Counsel's application for an award of their actual and
24 reasonable litigation expenses and costs, which are currently estimated not to exceed \$15,000.

25 Class Counsel's Attorney's Fees and Class Counsel's Costs, as awarded by the Court,
26 shall be paid from the Gross Settlement Amount.

27 To the extent the Court does not approve any or the entire amount of Class Counsel's
28 Attorney's Fees or Class Counsel's Costs, it shall not affect the terms of the Parties' settlement

1 and any such unapproved amounts shall remain part of the Gross Settlement Amount and shall
2 be distributed in accordance with the provisions of this Stipulation. Approval of the Settlement
3 by the Court shall not be contingent on approval of the amounts of Class Counsel's Attorney's
4 Fees or Class Counsel's Costs requested by Class Counsel.

5 Upon the payment of the Court-approved amount of Class Counsel's Attorneys' Fees
6 and Class Counsel's Costs, and except as otherwise provided by this Stipulation, Class
7 Counsel waives any claim to costs and attorneys' fees and expenses against Defendant arising
8 from or related to the Action, including but not limited to claims based on the California Labor
9 Code, the California Code of Civil Procedure, or any other statute or law.

10 **R. Service and Release Award to Representative Plaintiff**

11 The Representative Plaintiff's Service and Release Award as approved by the Court,
12 shall be paid from the Gross Settlement Amount.

13 The Representative Plaintiff shall be responsible for all portions of federal, state, and
14 local tax liabilities that may result from the payment of the Service and Release Award and
15 agree that Defendant shall bear no responsibility for any such tax liabilities.

16 To the extent the Court does not approve any or all of the amount of the Service and
17 Release Award sought by the Representative Plaintiff, any amounts not awarded by the Court
18 will remain part of the Gross Settlement Amount and will be distributed in accordance with
19 the terms of this Stipulation and the Parties agree that the settlement shall remain binding with
20 such modification(s) and its terms will otherwise be unchanged.

21 **S. Taxes**

22 **1. Withholding and Reporting Requirements**

23 The Settlement Administrator shall be responsible for ensuring that all taxes required
24 to be withheld from the wage portions of each Settlement Class Member's individual
25 settlement payment, along with the Employer's Withholding Share, are timely paid to the
26 appropriate tax authorities. The Settlement Administrator's responsibilities in this regard will
27 also include the following: (a) filing all Federal, state, and local employment tax returns, tax
28 withholding returns, and any other tax returns associated with the taxes, (b) timely and proper

1 filing of all required Federal, state, and local information returns (e.g., 1099s, W-2s, etc.) with
2 the appropriate taxing authorities, and (c) completion of any other steps necessary for
3 compliance with any tax obligations of the settlement fund under Federal, state and/or local
4 law.

5 **2. Circular 230 Disclaimer**

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

23 **V. LIMITATIONS ON USE OF THIS SETTLEMENT**

24 **A. No Admission of Liability**

25 Neither the acceptance nor the performance by Defendant of the terms of this
26 Stipulation nor any of the related negotiations or proceedings is or shall be claimed to be,
27 construed as, or deemed a precedent or an admission by Defendant of the truth or merit of any
28 allegations in the original Complaint, First Amended Complaint and/or Second Amended

1 Complaint, or that it has any liability to the Representative Plaintiff or the Class Members on
2 their claims. Defendant denies that it has engaged in any unlawful activity, has failed to
3 comply with the law in any respect, or has any liability to anyone under the claims asserted in
4 the Action. This Agreement is entered into solely for the purpose of compromising highly
5 disputed claims.

6 **B. Nullification**

7 In the event that the Court does not approve the Settlement in accordance with this
8 Stipulation, the Parties agree to negotiate in good faith to resolve any issues raised by the
9 Court and amend this Stipulation to obtain Court approval of the Settlement. However, if,
10 after a good faith effort to resolve any issues, the Court for any reason does not approve this
11 Settlement, this Stipulation shall be null and void and all Parties to this Settlement shall stand
12 in the same position, without prejudice, as if the Settlement had been neither entered into nor
13 filed with the Court; in that event, the Parties' separate Stipulation to allow Plaintiff to file a
14 Second Amended Complaint for purposes of the settlement shall also be null and void, and
15 Plaintiff will need to file a motion with the court in the event he wants to file any amended
16 pleading.

17 **VI. RELEASE**

18 **A. Settlement Class Member Release**

19 It is the desire of the Representative Plaintiff, Settlement Class Members, and
20 Defendant to fully, finally, and forever settle, compromise, and discharge the Released
21 Claims. Upon entry of the Final Approval Order and Defendant's payment of the Gross
22 Settlement Amount and Employer's Withholding Share, and except as to such rights or claims
23 as may be created by this Settlement Agreement, the Settlement Class Members, on behalf of
24 themselves, and each of their heirs, representatives, successors, assigns, and attorneys, shall
25 be deemed to have, and by operation of the final judgment shall have, fully released and
26 discharged the Released Parties from any and all Released Claims that accrued during the
27 Class Period.

1 **B. PAGA Employee Release**

2 Regardless of whether they have submitted a valid Request for Exclusion, all PAGA
3 Employees shall fully, finally, and forever settle, compromise, and discharge the PAGA
4 Released Claims. Upon entry of the Final Approval Order and Defendant's payment of the
5 Gross Settlement Amount and Employer's Withholding Share, and except as to such rights or
6 claims as may be created by this Settlement Agreement, all PAGA Employees, on behalf of
7 themselves, and each of their heirs, representatives, successors, assigns, and attorneys, shall
8 be deemed to have, and by operation of the final judgment shall have, fully released and
9 discharged the Released Parties from any and all PAGA Released Claims.

10 **VII. RELEASES AND COVENANTS BY THE REPRESENTATIVE**
11 **PLAINTIFF**

12 Upon entry of the Final Approval Order and Defendant's payment of the Gross
13 Settlement Amount and Employer's Withholding Share, and except as to such rights or claims
14 as may be created by this Settlement Agreement, the Representative Plaintiff fully releases
15 and forever discharges Defendant and the Released Parties, and its/their respective present
16 and former officers, directors, employees, shareholders, members, agents, trustees,
17 representatives, attorneys, insurers, parent companies, subsidiaries, divisions, affiliates,
18 predecessors, successors, assigns, and any individual or entity that could be jointly liable with
19 Defendant, from any and all claims, causes of action, damages, wages, benefits, expenses,
20 penalties, debts, liabilities, demands, obligations, attorney's fees, costs, and any other form of
21 relief or remedy in law, equity, or whatever kind or nature, whether known or unknown,
22 suspected or unsuspected, exclusive only of any workers compensation claims or any other
23 claims which cannot be released as a matter of law, including but not limited to (1) all
24 Released Claims, (2) the Action and any claims arising out of or related to the Action, (3) any
25 claims under federal, state or local law, including the California Labor Code, California Wage
26 Orders, and Fair Labor Standards Act, for or relating to wages, benefits, compensation,
27 vacation or other paid time off, and claims for liquidated damages, penalties, or costs and fees
28 associated therewith, (4) wrongful termination, discrimination, harassment, and/or retaliation,

1 including but not limited to violations of the California Fair Employment and Housing Act,
2 Age Discrimination in Employment Act “ADEA,” (5) any act, omission, or occurrence or
3 claim arising out of or related to the Action or Plaintiff’s employment or termination thereof
4 with Defendant taking place on or before the Effective Date of the Settlement, (6) unlawful
5 or tortious conduct such as assault or battery; background check violations; defamation;
6 detrimental reliance; fiduciary breach; fraud; indemnification; intentional or negligent
7 infliction of emotional distress; interference with contractual or other legal rights; invasion of
8 privacy; loss of consortium; misrepresentation; negligence (including negligent hiring,
9 retention or supervision); personal injury; promissory estoppel; public policy violation;
10 retaliatory discharge; safety violations; posting or records-related violations; wrongful
11 discharge; or other federal, state or local statutory or common law matters, and (7) and any
12 other form of relief or remedy of any kind, nature, or description whatsoever, whether
13 premised on statute, contract, tort, or other theory of liability under state, federal, or local law.
14 Provided, however, this release shall not include any claims for workers’ compensation
15 benefits.

16 The Representative Plaintiff understands and agrees that he has 21 days to consider
17 this Agreement after receiving it, and that he may revoke it within seven (7) days by sending
18 written notice of revocation to the representative of the Company signing below, Elisabeth
19 Watson, by email to: ewatson@seyfarth.com. The Parties agree that this Agreement is not
20 effective or enforceable until the revocation period expires.

21 The Representative Plaintiff hereby agrees that, notwithstanding section 1542 of the
22 California Civil Code (“Section 1542”), all claims that the Representative Plaintiff may have,
23 known or unknown, suspected or unsuspected, are hereby released as of the Effective Date.
24 Section 1542 provides:

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

28 The Representative Plaintiff expressly waives the provisions of Section 1542 with full

1 knowledge and with the specific intent to release all known or unknown, suspected or
2 unsuspected, claims arising on or before the Effective Date of the Settlement, and therefore
3 specifically waives the provisions of any statute, rule, decision, or other source of law of the
4 United States or of any state of the United States or any subdivision of a state which prevents
5 release of unknown claims.

6 **VIII. PUBLICITY**

7 Pending the filing of Plaintiff's motion for preliminary approval of this Settlement, the
8 parties agree to keep the terms of this settlement confidential. Any communication about the
9 Settlement to Class Members prior to filing Plaintiff's motion for preliminary approval will
10 be limited to a statement that a settlement has been reached and the details will be
11 communicated in a forthcoming Court approved notice.

12 **IX. MISCELLANEOUS PROVISIONS**

13 **A. Amendments**

14 This Settlement Agreement may only be modified or changed by a writing signed by
15 the Parties hereto or by their counsel.

16 **B. Integrated Agreement**

17 This Agreement is the complete understanding between the Parties. It replaces any
18 other agreements, representations or promises, written or oral, including without limitation
19 the Memorandum of Understanding signed by the Parties on or about October 16, 2020. After
20 this Stipulation is signed and delivered by all Parties to the Action and their counsel, this
21 Stipulation and its exhibits will constitute the entire agreement between the Parties to the
22 Action relating to the Settlement, and it will then be deemed that no oral representations,
23 warranties, covenants, or inducements have been made to any Party concerning this
24 Stipulation or its exhibits other than the representations, warranties, covenants, and
25 inducements expressly stated in this Stipulation and its exhibits.

26 **C. No Inducements**

27 The Parties acknowledge that they are entering into this Agreement as a free and
28 voluntary act without duress or undue pressure or influence of any kind or nature whatsoever

1 and that neither Plaintiff nor Defendant have relied on any promises, representations, or
2 warranties regarding the subject matter hereof other than as set forth in this Stipulation.

3 **D. No Prior Assignment**

4 The Parties hereto represent, covenant, and warrant that they have not directly or
5 indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
6 any person or entity any portion of any liability, claim, demand, action, cause of action, or
7 rights herein released and discharged except as set forth herein.

8 **E. No Retaliation or Advice**

9 Neither Party will induce or offer any advice to any current or former employee to opt
10 out of, or object to, the Settlement.

11 **G. Applicable Law**

12 All terms and conditions of this Stipulation and its exhibits will be governed by and
13 interpreted according to the laws of the State of California, without giving effect to any
14 conflict of law principles or choice of law principles.

15 **H. Entry of Judgment Pursuant to Terms of Settlement**

16 The Parties agree that upon the Settlement of this case, the Court may enter judgment
17 pursuant to the terms of this Settlement and specifying the Gross Settlement Amount. The
18 Court will retain jurisdiction over the Parties to enforce the Settlement until performance in
19 full of the terms of the Settlement.

20 **I. Notices**

21 All notices, requests, demands and other communications required or permitted to be
22 given pursuant to this Agreement shall be in writing, and shall be delivered personally or by
23 first class or overnight mail to Class Counsel or Defendant's Counsel at their respective
24 addresses as set forth at the beginning of this Agreement or at any new address as to which
25 counsel have advised the Court and the other Parties as well as with a courtesy copy via email
26 the same date the notice is delivered/mailed.

1 **J. Binding on Successors**

2 This Agreement shall be binding and shall inure to the benefit of the Parties to the
3 Action and their respective successors, assigns, executors, administrators, heirs, and legal
4 representatives.

5 **K. Counterparts**

6 This Stipulation, and any amendments hereto, may be executed in any number of
7 counterparts, each of which when executed and delivered shall be deemed to be an original
8 and all of which taken together shall constitute the same instrument.

9 **L. Warranties and Representations**

10 With respect to themselves, each of the Parties to this Action and or their agent or
11 counsel represents, covenants, and warrants that they have full power and authority to enter
12 into and consummate all transactions contemplated by this Stipulation and have duly
13 authorized the execution, delivery, and performance of this Stipulation.

14 **M. Representation by Counsel**

15 The Parties to this Action acknowledge that they have been represented by counsel
16 throughout all negotiations that preceded the execution of this Stipulation, and that this
17 Stipulation has been executed with the consent and advice of counsel.

18 **N. Signatories**

19 It is agreed that because the Class Members are so numerous, it is impossible or
20 impractical to have each Class Member execute this Stipulation. The Notice of Settlement
21 will advise all Class Members of the binding nature of the release, and the release shall have
22 the same force and effect as if this Stipulation was executed by each member of the Settlement
23 Class.

1 BY SIGNING BELOW, THE PARTIES AGREE TO THIS STIPULATION AND ITS
2 TERMS:

3
4 Dated: _____

William Hall
Plaintiff

5
6 Dated: 4/15/2021

CULPEPPER & ASSOCIATES SECURITY
SERVICES, INC.

7
8 By: Dennis D. Culpepper
9 Its: President / CEO

10 Approved as to form:

11 Dated: April 16, 2021

SEYFARTH SHAW LLP

12
13 By: Elisabeth Watson

14 Elisabeth Watson
15 Bethany Pelliconi
16 Attorneys for Defendant Culpepper & Associates
Security Services, Inc.

17 Dated: _____, 2020

GUNDZIK GUNDZIK HEEGER LLP

18
19 _____
Aaron C. Gundzik
20 Attorneys for Plaintiff William Hall, individually and
21 on behalf of all others similarly situated

22 Dated: _____, 2020

CASKEY & HOLZMAN

23
24 _____
Daniel M. Holzman
25 Attorneys for Plaintiff William Hall, individually and
26 on behalf of all others similarly situated
27
28

1 BY SIGNING BELOW, THE PARTIES AGREE TO THIS STIPULATION AND ITS
2 TERMS:

3
4 Dated: _____

William Hall
Plaintiff

5
6 Dated: _____

CULPEPPER & ASSOCIATES SECURITY
SERVICES, INC.

7
8 By: _____

9 Its: _____

10 Approved as to form:

11 Dated: _____

SEYFARTH SHAW LLP

12
13 By: _____

14 Elisabeth Watson
15 Bethany Pelliconi
16 Attorneys for Defendant Culpepper & Associates
Security Services, Inc.

17 Dated: 4/16/21, 2020

GUNDZIK GUNDZIK HEEGER LLP

18
19 

Aaron C. Gundzik

20 Attorneys for Plaintiff William Hall, individually and
21 on behalf of all others similarly situated

22 Dated: April 16, 2020

CASKEY & HOLZMAN

23
24 

Daniel M. Holzman

25 Attorneys for Plaintiff William Hall, individually and
26 on behalf of all others similarly situated

1 BY SIGNING BELOW, THE PARTIES AGREE TO THIS STIPULATION AND ITS
2 TERMS:

3
4 Dated: 04/15/21

William Hall
William Hall
Plaintiff

5
6 Dated: _____

CULPEPPER & ASSOCIATES SECURITY
SERVICES, INC.

7
8 By: _____

9 Its: _____

10 Approved as to form:

11 Dated: _____

SEYFARTH SHAW LLP

12
13 By: _____

Elisabeth Watson

Bethany Pelliconi

14 Attorneys for Defendant Culpepper & Associates
15 Security Services, Inc.

16
17 Dated: _____, 2020

GUNDZIK GUNDZIK HEEGER LLP

18
19 _____
Aaron C. Gundzik

20 Attorneys for Plaintiff William Hall, individually and
21 on behalf of all others similarly situated

22 Dated: _____, 2020

CASKEY & HOLZMAN

23
24 _____
Daniel M. Holzman

25 Attorneys for Plaintiff William Hall, individually and
26 on behalf of all others similarly situated

Exhibit 1

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL

Hall v. Culpepper & Associates Security Services, Inc.
Los Angeles Superior Court, Case No. 20STCV15317

If you have been employed in California by Culpepper & Associates Security Services, Inc. as a security officer, you may be entitled to receive money from a class action settlement.

*The Los Angeles County Superior Court authorized this notice.
This is not a solicitation from a lawyer.*

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

You are receiving this Notice because the Los Angeles County Superior Court has preliminarily approved a proposed settlement in a class action filed by William Hall on behalf of all non-exempt employees of CASS Culpepper & Associates Security Services, Inc. ("CASS") who worked in California as security officers from April 21, 2016 through December 7, 2020. A hearing to determine whether the settlement should receive the Court's final approval will be held on _____ at _____.m. in Department 1 of the Los Angeles County Superior Court, which is located at 312 N. Spring Street, Los Angeles, CA 90012.

This Notice explains the proposed settlement and provides an estimate of how much money you will receive as a settlement payment if you do not exclude yourself from the settlement. If you do not want to be part of the settlement class, then you must submit a Request for Exclusion (described in Section 9, below) no later than [45 days from mailing] otherwise you will be bound by the terms of the settlement, including the release of certain claims that you may have against CASS, as described in Section 8 of this Notice.

1. PURPOSE OF THIS NOTICE

The Court has ordered that this Notice be sent to you because you have been identified as a member of the class by CASS's records. The purpose of this notice is to provide you with information about the lawsuit and the proposed settlement and to advise you of your options.

2. PERSON ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT

The people eligible to receive a settlement payment are all non-exempt employees of CASS who worked as security officers in California between April 21, 2016 and December 7, 2020. You are receiving this notice because, according to CASS's records, you are eligible to participate in the settlement.

3. DESCRIPTION OF THE ACTION

An employee of CASS filed a class action against CASS in the Los Angeles County Superior Court. The case is called *Hall v. Culpepper & Associates Security Services, Inc.*, Case No. 20STCV15317 (the "Action"). The Action alleges that Plaintiff and other non-exempt employees of CASS who worked for CASS in California as security officers were not paid all overtime wages owed, were not provided with compliant meal and rest breaks, were not provided compliant wage statements, and were not provided with all applicable sick pay. Based on these facts and others, Plaintiff's Second Amended Complaint alleges causes of action for: (1) failure to pay overtime; (2) failure to provide accurate wage statements; (3) failure to provide meal and rest breaks; (4) violation of Business & Professions Code Section 17200; (5) recovery of civil penalties under the California Labor Code Private Attorneys' General Act ("PAGA"), California Labor Code Sections 2698-2699.5; (6) violation of the Fair Labor Standards Act (FLSA); and (7) violation of Federal, State and local sick pay requirements.

FOR MORE INFORMATION CALL 1-800-_____.

CASS denies all of Plaintiff's allegations and denies any wrongdoing. Among other things, CASS contends that all employees have been properly compensated and that CASS complied with all applicable Federal, State and Local laws.

The Court has made no ruling on the merits of the alleged claims or the defenses asserted by CASS. The Court has preliminarily approved the proposed settlement. The Court will decide whether to give final approval to the settlement at a hearing scheduled for _____, 2021 at _____.m. (the "Final Approval Hearing").

4. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?

Attorneys representing Plaintiff and the class ("Class Counsel") are:

Aaron C. Gundzik Rebecca Gundzik Gundzik Gundzik Heeger LLP 14011 Ventura Blvd., Suite 206E Sherman Oaks, CA 91423 Telephone: (818) 290-7461 Facsimile: (818) 918-2316	Daniel M. Holzman Caskey & Holzman 24025 Park Sorrento, Ste. 400 Calabasas, CA 91302 Telephone: (818) 657-1070 Facsimile: (818) 297-1775
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Attorneys representing CASS are:

Elizabeth Watson Bethany Pelliconi Seyfarth Shaw LLP 2029 Century Park East, Suite 3500 Los Angeles, California 90067-3021 Telephone: (310)201-9233 Facsimile: (310) 551-8328.	
--	--

5. THE TERMS OF THE PROPOSED SETTLEMENT

The following is a summary of the settlement. The specific and complete terms of the proposed Settlement are stated in the Stipulation of Class Action Settlement ("Settlement Agreement"), a copy of which is filed with the Court. You can obtain a copy of the Settlement Agreement from the Settlement Administrator or review it on the following website: www._____.

CASS has agreed to pay \$320,000 to settle any and all obligations for the claims alleged in the lawsuit. This amount is called the Gross Settlement Amount. As discussed below, the Gross Settlement Amount will be used to cover all payments to the settlement class, settlement administration costs, attorneys' fees and costs, service and release awards to the Plaintiff, and funds owed to the state of California in settlement of penalties. All of these payments will be deducted from the Gross Settlement Amount. The remaining amount (called the Net Settlement Amount) will be distributed to class members who do not timely submit Requests for Exclusion, as discussed below.

(a) Attorneys' Fees and Costs: Class Counsel has worked on this matter without compensation and have advanced funds to pay for expenses necessary to prosecute the Action. Accordingly, under the settlement, Class Counsel may request an amount not to exceed \$106,666.66 to compensate them for their work on the case, plus their reasonable and actual costs and expenses incurred in the litigation, not to exceed \$15,000. Subject to court approval, the attorneys' fees and costs will be deducted from the Gross Settlement Amount.

(b) Service and Release Award: The Plaintiff is requesting a service and release award not to exceed \$10,000, in addition to the amount he will receive as a member of the class, to compensate him for undergoing the burden and expense of prosecuting the action and for the broader release of claims he is required to provide to CASS. Subject to court approval, the service and release award will be deducted from the Gross Settlement Amount.

FOR MORE INFORMATION CALL 1-800-_____.

(c) Settlement Administration Costs: The Settlement Administrator, ILYM Group, Inc., has advised the parties that the settlement administration costs will not exceed \$5,514.26. Subject to court approval, the settlement administration costs will be deducted from the Gross Settlement Amount.

(d) Payment to State of California: A total of \$10,000 of the Gross Settlement Amount will be allocated to settle allegations that CASS owes penalties to the state for alleged violations of the California Labor Code. Of this amount, \$7,500 (75%) will be paid to the California Labor & Workforce Development Agency ("LWDA"). Subject to court approval, the \$7,500 payment to the LWDA will also be deducted from the Gross Settlement Amount. The other 25%, which is \$2,500, will be distributed to those class members who were employed by CASS at any time from April 21, 2019 through December 7, 2020.

(e) Payments to Settlement Class Members: The remainder of the Gross Settlement Amount (called the Net Settlement Amount) will be distributed to class members who do not exclude themselves from the settlement (called Settlement Class Members). The amount of each Settlement Class Member's share of the Net Settlement Amount will be calculated by dividing the total number of qualifying workweeks worked by the Class Member during the Class Period by the total number of qualifying workweeks worked by all Settlement Class Members during the Class Period and multiplying that fraction by the Net Settlement Amount. A qualifying workweek means a workweek during which a Class Member worked for CASS in a class position during the Class Period. Class Members who worked for CASS at any time from April 21, 2019 through December 7, 2020 will also participate in the "PAGA Settlement," whereby they will receive a portion of the \$2,500 penalty allocation referenced above in section 5(d). The amount of each such employee's share of the \$2,500 penalty allocation will be calculated by dividing the total number of qualifying workweeks worked by the employee by the total number of workweeks worked by all such employees and then multiplying that fraction by \$2,500.

6. WHAT YOU WILL RECEIVE UNDER THE SETTLEMENT

According to CASS's records, you worked a total of approximately __ qualifying workweeks during the Class Period. Under the settlement, you will receive approximately \$ _____. You also worked __ qualifying workweeks between April 21, 2019 and December 7, 2020 and based thereon, you will receive an additional amount of approximately \$ ____ which is your share of the \$2,500 PAGA Settlement. You will receive two separate checks, one for the release of your non-FLSA claims in the amount of approximately \$ _____ and one in exchange for the release of your FLSA claims in the amount of approximately \$ _____. The amount of your checks may increase or decrease based on various factors, including the number of class members who submit Requests for Exclusion, the amounts approved by the Court for attorneys' fees and costs, settlement administration costs, the service and release award to Plaintiff, payment to the LWDA, and disputes by other class members regarding their qualifying workweeks during the Class Period. **To receive your settlement payment, you do not need to do anything. You will receive a settlement payment unless you exclude yourself from the settlement.**

7. PAYMENT SCHEDULE

The Settlement Administrator will send out settlement checks to class members after the settlement is finally approved by the Court. You will have 180 days after the Settlement Administrator mails your settlement check to cash it; otherwise it will be voided and the amount of your settlement payment will be sent to the California State Controller as unclaimed property in your name and you will need to contact that agency to obtain your funds. For tax purposes, the non-FLSA portion of your payment will be considered as seventy percent (70%) 1099 income and thirty percent (30%) W-2 income. The FLSA portion of your payment will be considered as fifty percent (50%) 1099 income, to be reported on an IRS Form 1099, and fifty percent (50%) as W-2 income, to be reported on a W-2 form. Your share of the PAGA Settlement, if you are eligible, will be reported on an IRS Form 1099. Nothing in this Notice should be construed as providing you with tax advice. You should consult with your tax advisor concerning the tax consequences of the payment you receive.

FOR MORE INFORMATION CALL 1-800-_____.

8. RELEASE OF CLAIMS

A. Release by Class Members who do not exclude themselves from the Settlement.

Unless you submit a valid Request for Exclusion (described below in Section 9), you will release CASS and all of its current or former subsidiaries, affiliates, parent corporations, predecessors, insurers, agents, employees, successors, assigns, officers, owners, third-party consultants, staffing agencies (and those staffing agencies' workers), officials, directors, attorneys, personal representatives, executors, and shareholders, including CASS's pension, profit sharing, savings, health, and other employee benefit plans of any nature, the successors of such plans, and those plans' respective current or former trustees and administrators, agents, employees, and fiduciaries from any and all claims, rights, demands, charges, complaints, causes of action, punitive or statutory damages, penalties, liquidated damages, expenses, attorneys' fees and costs, interest, obligations or liability of any and every kind that were asserted in the Second Amended Complaint or are based on, or arise out of, the facts alleged in the Second Amended Complaint, including without limitation any claims for failure to pay overtime or other wages, failure to issue accurate wage statements, failure to provide compliant meal and rest periods, unfair, unlawful or fraudulent business practices under California Business and Professions Code Section 17200 and any claims based on paid sick leave under state federal, or local law, and all related penalties. Provided, however, the Released Claims shall not include the PAGA Released Claims. The Release Period for the Released Claims shall be the Class Period.

B. Release by Class Members who worked at CASS at any time from April 21, 2019 through December 7, 2020.

If you worked for CASS at any time between April 21, 2019 and December 7, 2020, you will receive a payment that is your share of the \$2,500 penalty and you will release CASS and all of its current or former subsidiaries, affiliates, parent corporations, predecessors, insurers, agents, employees, successors, assigns, officers, owners, third-party consultants, staffing agencies (and those staffing agencies' workers), officials, directors, attorneys, personal representatives, executors, and shareholders, including CASS's pension, profit sharing, savings, health, and other employee benefit plans of any nature, the successors of such plans, and those plans' respective current or former trustees and administrators, agents, employees, and fiduciaries from any and all claims for civil penalties recoverable by a private attorney general for violations that were alleged in, or arise out of the facts alleged in, the Second Amended Complaint and/or the letter submitted by Plaintiff to California's Labor and Workforce and Development Agency arising at any time from April 21, 2019 through December 7, 2020. You cannot exclude yourself from this release.

9. YOUR OPTIONS

As a member of the settlement class you have four options. Each option will affect your rights, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, are explained below:

(a) **You Can Do Nothing.**

If you do nothing, you will remain a member of the settlement class and will receive a settlement payment. You will also be bound by the release of claims set forth in Section 8 above. The payment will remain valid and negotiable for one hundred eighty (180) days from the date of the issuance. This deadline to cash the payment check shall not be extended for you absent Court Order.

(b) **You Can Contest the Calculation of Your Settlement Payment as Stated in this Notice.**

You can contest the number of qualifying workweeks attributed to you in Section 6 above. To do so, you must provide the Settlement Administrator with a written explanation of your position. The statement must also include your full name, current address and telephone number, and must identify this case (*Hall v. Culpepper & Associates Security Services, Inc.*, Case No. 20STCV15317). You must provide written documentation supporting the number of workweeks you believe that you worked; otherwise, the number listed above will be presumed correct. You must postmark your written statement no later than **[45 days from mailing]**. The Settlement Administrator will consider the documentation you submit and will communicate with you and the parties as necessary regarding the dispute to determine whether an adjustment is warranted

FOR MORE INFORMATION CALL 1-800-_____.

before making a final determination regarding your settlement payment. The Settlement Administrator will mail you its final determination.

(c) You Can Exclude Yourself from the Settlement Class.

If you do not want to remain a member of the settlement class, you can request exclusion (i.e., opt out) by sending the Settlement Administrator a written Request for Exclusion at the address specified in Section 11 below. The deadline to postmark a Request for Exclusion is **[45 days from mailing]**. A Request for Exclusion is a written statement that unambiguously requests exclusion from the settlement class. The Request for Exclusion must include the case number (*Hall v. Culpepper & Associates Security Services, Inc.*, Case No. 20STCV15317), your name, current address and telephone number, and the last four digits of your social security number (for verification purposes). You must also sign the Request for Exclusion. You should keep a copy of your Request for Exclusion. Moreover, to demonstrate receipt by the Settlement Administrator, you may elect to send your Request for Exclusion via certified mail. Requests for Exclusion that do not include all required information, or that are not postmarked on or before **[45 days from mailing]**, will not be valid.

If you submit a valid and timely Request for Exclusion, you will not be bound by the settlement or the release of claims in Section 8(A) above; however, you will not receive all of the money referenced in section 6 of this Notice. You will also be barred from objecting to this settlement. By opting out of the settlement class, you will retain whatever rights or claims you may have against CASS.

Please note, however, that the submission of a Request for Exclusion will not exclude you from the PAGA Settlement. Thus, if you worked for CASS at any time from April 21, 2019 to December 7, 2020, you will still receive your portion of the PAGA Settlement and you will be bound by the more limited release set forth in section 8(B).

If you do not submit a timely and valid Request for Exclusion from the settlement class by the deadline specified above, then you will be bound by all terms and conditions of the settlement, including the Release of Claims, if it is approved by the Court and by the judgment, and you will receive a settlement payment.

(d) You Can Object to the Settlement.

If you do not submit a Request for Exclusion from the settlement, you may object to the settlement by sending your written objections to the Settlement Administrator at the address specified in Section 11 below. The deadline to postmark your objections is **[45 days from mailing]**. Only class members who have not requested exclusion may object to the settlement.

Your objection must state the basis of your objection and include any papers and briefs in support of your position. Your objection must be signed and must contain your current address and telephone number (or that of your attorney) and refer to this case (*Hall v. Culpepper & Associates Security Services, Inc.*, Case No. 20STCV15317).

If you object to the settlement and if the Court approves the settlement notwithstanding your objections, you will be bound by the terms of the settlement and be deemed to have released all of the Released Claims as set forth in Section 8 above, and you will not be permitted to file a Request for Exclusion.

(e) You Can Attend the Final Approval Hearing

Regardless of which option you choose, you may attend the Final Approval Hearing and address the Court regarding the proposed settlement. Information about the Final Approval Hearing is contained in section 10 of this Notice.

10. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT

The Final Approval Hearing on the fairness and adequacy of the proposed settlement, the plan of distribution, the service and release award to the Plaintiff, and Class Counsel's request for attorneys' fees and costs, and other issues will be held on _____, 2021 at ____m., in Department 1 of the Los Angeles County Superior Court, 312 N. Spring Street, Los Angeles, CA 90012. The Final Approval Hearing may be continued to another date without further notice. If you plan to attend the Final Approval Hearing, it is recommended that you contact the Settlement Administrator to confirm the date and time.

FOR MORE INFORMATION CALL 1-800-_____.

11. NON-RETALIATION

CASS will not retaliate or take any adverse action against a class member for participating in the settlement.

12. ADDITIONAL INFORMATION AND COURTHOUSE SOCIAL DISTANCING INFORMATION.

This Notice only summarizes the lawsuit and settlement. For more information, you may inspect the Court file at the Los Angeles County Superior Court, 312 N. Spring Street, Los Angeles, CA 90012, subject to the social distancing procedures in place at the Courthouse. You may also review the settlement agreement and other documents on-line at www.____ or you may contact the Settlement Administrator as follows:

ILYM Group, Inc.
Telephone: _____
Facsimile: _____
Email: _____
Website: _____

You may also contact Class Counsel at the address and telephone number provided in Section 4 above. If your address changes or is different from the address on the envelope enclosing this Notice, please promptly notify the settlement administrator.

If you are planning to come to the Final Approval Hearing, you should review the Court's social distancing requirements at: (Here for You, Safe for You).

These rules require that all persons entering any courthouse or courtroom must wear a face covering/mask over his or her nose and mouth at all times within the public areas of the courthouse or courtroom. Individuals who wear a face shield must ensure it covers both the nose and the mouth, wraps around the sides of a wearer's face and extend to below the chin with a cloth drape from the bottom of the face shield to below the neck. Children under the age of three (3) are exempt, as are persons with a medical condition, mental health condition, or disability that precludes them from wearing a face covering. However, they must "take whatever protective measures their condition permits, such as wearing a face shield without a drape on the bottom edge."

Individuals are required to maintain at least (6) six feet of physical distance from all persons (except those within their household) at all times and comply with social distance signage throughout the courthouse.

Individuals are requested to use hand sanitizer when entering the courthouse, practice good hand-washing hygiene, and cover coughs and sneezes, preferably with a tissue.

**IT IS IMPORTANT THAT YOU NOTIFY THE SETTLEMENT ADMINISTRATOR IMMEDIATELY
IF YOU HAVE A CHANGE OF ADDRESS**

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

FOR MORE INFORMATION CALL 1-800-_____.

Exhibit B

ORIGINAL

AARON C. GUNDZIK (State Bar No. 132137)
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Attorneys for Plaintiff William Hall, individually
and on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

WILLIAM HALL, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

CULPEPPER & ASSOCIATES SECURITY
SERVICES, INC. a Georgia corporation;
DOES 1 through 25,

Defendants.

Case No.: 20STCV15317

*Assigned to Hon. Daniel J. Buckley
Dept. SSC-1*

[PROPOSED] ORDER:

- (1) PRELIMINARILY
APPROVING CLASS ACTION
SETTLEMENT;
- (2) CONDITIONALLY
CERTIFYING A CLASS FOR
SETTLEMENT PURPOSES
ONLY;
- (3) APPROVING THE NOTICE OF
SETTLEMENT; AND
- (4) SETTING A HEARING ON
MOTION FOR FINAL
APPROVAL OF CLASS
ACTION SETTLEMENT

Date: April 21, 2021
Time: 10:30 a.m.
Dept.: 1

Complaint Filed: April 21, 2020

FILED
Superior Court of California
County of Los Angeles

APR 21 2021

Sherri R. Carter, Executive Officer/Clerk
By Stephanie Chung Deputy

RECEIVED
LOS ANGELES SUPERIOR COURT
APR 16 2021

1 The Court, having considered the Motion for Preliminary Approval of Class Action
2 Settlement of Plaintiff William Hall ("Plaintiff"), the Declaration of Aaron Gundzik, the
3 Declaration of the settlement administrator, the First Amended Stipulation of Class Action
4 Settlement ("Stipulation" or "Settlement Agreement") executed by Plaintiff and Defendant
5 Culpepper & Associates Security Services, Inc. ("Defendant" or "CASS"), the Declaration
6 of William Hall, together with the Notice of Proposed Class Action Settlement ("Notice of
7 Settlement") attached as Exhibit "B" to the Supplemental Declaration of Aaron Gundzik,
8 makes the following findings:

9 1. The parties to this action are Plaintiff William Hall ("Plaintiff") and
10 Defendant Culpepper & Associates Security Services, Inc. ("Defendant" or "CASS").
11 Plaintiff seeks to represent a Class of all non-exempt employees of Defendant who worked as
12 security officers in California during the applicable Class Period (April 21, 2016 through
13 December 7, 2020).

14 2. After participating in an arms-length mediation, Plaintiff and Defendant have
15 agreed to a proposed settlement of this action on behalf of the class that Plaintiff seeks to
16 represent. The terms of the proposed settlement are fully set forth in the Settlement
17 Agreement (included as Exhibit B to the Supplemental Declaration of Aaron Gundzik in
18 support of Plaintiff's motion for preliminary approval).

19 3. The terms of the proposed settlement include the following:

20 a. The proposed Class consists of all non-exempt employees of Defendant
21 who worked as security officers in California during the applicable Class Period.

22 b. "Class Period" means the period beginning April 21, 2019 and ending
23 December 7, 2020.

24 c. In settlement, Defendant will pay the gross amount of \$320,000, plus
25 the employer's share of withholding taxes. From the gross settlement amount, the parties
26 propose to deduct fees for settlement administration costs (\$5,514.26), payment to the Labor
27 and Workforce Development Agency ("LWDA") of \$7,500 in settlement of claims under
28 the California Labor Code Private Attorneys General Act ("PAGA"), a service and release

1 payment in the amount of \$10,000 to Plaintiff William Hall, Class Counsel's reasonable and
2 actual costs in an amount not to exceed \$15,000, and Class counsel's attorneys' fees as
3 approved by the Court, but not to exceed \$106,666.66.

4 d. \$2,500 of the settlement amount will be distributed only to PAGA
5 Employees, based on the formula specified in the Settlement Agreement.

6 d. The amount remaining, after the forgoing deductions, as approved by
7 the Court, will be distributed to individual Settlement Class Members in accord with the
8 formula specified in the Settlement Agreement.

9 4. The Parties propose that notice of this proposed settlement be sent to all Class
10 members by regular mail and that Class members shall have forty-five (45) days to opt out
11 of or object to the settlement.

12 5. The proposed Class counsel are experienced, and, in their view, the proposed
13 settlement is fair and reasonable.

14 6. The proposed settlement is fair and reasonable to Class members.

15 7. The notice procedure set forth in the Settlement Agreement will adequately
16 notify the Class of the settlement and of their right to opt out or object.

17 8. The Settlement Agreement and Notice include a proposed release which will
18 bind those Class members who do not opt out of the Class. A separate FLSA check to be
19 issued to Class members will include an advisement that cashing it will constitute consent
20 under the FLSA to opt into the collective action and to release all claims under the FLSA.

21 Based upon the foregoing, **IT IS HEREBY ORDERED THAT:**

22 1. The motion is granted.

23 2. The class action settlement, as set forth in the Settlement Agreement, is
24 preliminarily approved pursuant to Rules of Court 3.766 and 3.769.

25 3. The proposed class is provisionally certified as an opt-out class action under
26 Section 382 of the Code of Civil Procedure and conditionally certified as an opt-in
27 collective action under 29 U.S.C. § 216(b) solely for the purpose of the settlement of this
28 matter, with the class defined as specified above and in the Settlement Agreement.

1 4. Plaintiff William Hall is appointed as the class representative for the
2 provisionally-certified class.

3 5. Aaron C. Gundzik, Rebecca G. Gundzik and Daniel Holzman are appointed
4 as Class counsel for the provisionally-certified class.

5 6. ILYM Group, Inc. is approved as the Settlement Administrator.

6 7. The Notice of Settlement in substantially the form attached hereto as Exhibit
7 1 is approved and the Settlement Administrator is authorized to send the Notice of
8 Settlement to the provisionally-certified Class.

9 8. The Court directs the settlement administrator to mail the Notice of
10 Settlement to the Class members in a manner consistent with the Settlement Agreement.

11 9. The Court preliminarily approves of the Class release in the Settlement
12 Agreement.

13 10. The Court directs that any and all objections to the Settlement be sent to the
14 Settlement Administrator and postmarked no later than forty-five (45) calendar days after
15 the Notice of Settlement is mailed or re-mailed.

16 11. The Court directs that all requests for exclusion must be sent to the
17 Settlement Administrator and postmarked no later than forty-five (45) calendar days after
18 the Notice of Settlement is mailed or re-mailed.

19 12. A Final Approval Hearing on the question of whether the proposed class
20 settlement should be finally approved as fair, reasonable, and adequate as to the members
21 of the proposed settlement class, for approval of Class Counsel's Attorneys' Fees and Class
22 Counsel's Costs, for approval of the service and release payments to the class
23 representatives, for approval of the fees of the settlement administrator and for approval of
24 the payment to the LWDA in settlement of all PAGA claims is set for

25 8/25/2021 in Department 1 of the above-entitled Court.

26 13. The Court orders that the papers in support of the final approval of the
27 settlement and Plaintiff's award of attorneys' fees and costs shall be filed by 16 court days
28 before the hearing.

14. Based on the terms of the Settlement Agreement, the following sets forth the proposed schedule of events to occur with respect to the effectuation of the settlement:

Event	Date
Deadline for Defendant to provide Class data to settlement administrator	within ten (10) business days of preliminary approval
Deadline to mail Notice of Settlement to Class Members	within ten (10) days of receipt of class data from Defendant
Deadline to dispute workdays, opt out of or object to settlement	within forty-five (45) days of mailing or re-mailing of Notice of Settlement
Deadline for settlement administrator to provide counsel with Declaration of Compliance and report regarding notice and exclusion process	5 days prior to deadline for filing motion for final approval
Deadline to file motion for final approval of the settlement and award of attorneys' fees and costs	16 court days before final approval hearing
Hearing on motion for final approval of the settlement, granting of final approval, and entry of judgment	August July 25, 2021

Dated:

April 21, 2011

Hon. Daniel J. Buckley

5

Exhibit 1

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL

Hall v. Culpepper & Associates Security Services, Inc.
Los Angeles Superior Court, Case No. 20STCV15317

If you have been employed in California by Culpepper & Associates Security Services, Inc. as a security officer, you may be entitled to receive money from a class action settlement.

*The Los Angeles County Superior Court authorized this notice.
This is not a solicitation from a lawyer.*

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

You are receiving this Notice because the Los Angeles County Superior Court has preliminarily approved a proposed settlement in a class action filed by William Hall on behalf of all non-exempt employees of CASS Culpepper & Associates Security Services, Inc. ("CASS") who worked in California as security officers from April 21, 2016 through December 7, 2020. A hearing to determine whether the settlement should receive the Court's final approval will be held on _____ at _____m. in Department 1 of the Los Angeles County Superior Court, which is located at 312 N. Spring Street, Los Angeles, CA 90012.

This Notice explains the proposed settlement and provides an estimate of how much money you will receive as a settlement payment if you do not exclude yourself from the settlement. If you do not want to be part of the settlement class, then you must submit a Request for Exclusion (described in Section 9, below) no later than [45 days from mailing] otherwise you will be bound by the terms of the settlement, including the release of certain claims that you may have against CASS, as described in Section 8 of this Notice.

1. PURPOSE OF THIS NOTICE

The Court has ordered that this Notice be sent to you because you have been identified as a member of the class by CASS's records. The purpose of this notice is to provide you with information about the lawsuit and the proposed settlement and to advise you of your options.

2. PERSON ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT

The people eligible to receive a settlement payment are all non-exempt employees of CASS who worked as security officers in California between April 21, 2016 and December 7, 2020. You are receiving this notice because, according to CASS's records, you are eligible to participate in the settlement.

3. DESCRIPTION OF THE ACTION

An employee of CASS filed a class action against CASS in the Los Angeles County Superior Court. The case is called *Hall v. Culpepper & Associates Security Services, Inc.*, Case No. 20STCV15317 (the "Action"). The Action alleges that Plaintiff and other non-exempt employees of CASS who worked for CASS in California as security officers were not paid all overtime wages owed, were not provided with compliant meal and rest breaks, were not provided compliant wage statements, and were not provided with all applicable sick pay. Based on these facts and others, Plaintiff's Second Amended Complaint alleges causes of action for: (1) failure to pay overtime; (2) failure to provide accurate wage statements; (3) failure to provide meal and rest breaks; (4) violation of Business & Professions Code Section 17200; (5) recovery of civil penalties under the California Labor Code Private Attorneys' General Act ("PAGA"), California Labor Code Sections 2698-2699.5; (6) violation of the Fair Labor Standards Act (FLSA); and (7) violation of Federal, State and local sick pay requirements.

FOR MORE INFORMATION CALL 1-800-_____.

CASS denies all of Plaintiff's allegations and denies any wrongdoing. Among other things, CASS contends that all employees have been properly compensated and that CASS complied with all applicable Federal, State and Local laws.

The Court has made no ruling on the merits of the alleged claims or the defenses asserted by CASS. The Court has preliminarily approved the proposed settlement. The Court will decide whether to give final approval to the settlement at a hearing scheduled for _____, 2021 at _____.m. (the "Final Approval Hearing").

4. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?

Attorneys representing Plaintiff and the class ("Class Counsel") are:

Aaron C. Gundzik Rebecca Gundzik Gundzik Gundzik Heeger LLP 14011 Ventura Blvd., Suite 206E Sherman Oaks, CA 91423 Telephone: (818) 290-7461 Facsimile: (818) 918-2316	Daniel M. Holzman Caskey & Holzman 24025 Park Sorrento, Ste. 400 Calabasas, CA 91302 Telephone: (818) 657-1070 Facsimile: (818) 297-1775
--	---

Attorneys representing CASS are:

Elizabeth Watson Bethany Pelliconi Seyfarth Shaw LLP 2029 Century Park East, Suite 3500 Los Angeles, California 90067-3021 Telephone: (310)201-9233 Facsimile: (310) 551-8328.	
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5. THE TERMS OF THE PROPOSED SETTLEMENT

The following is a summary of the settlement. The specific and complete terms of the proposed Settlement are stated in the Stipulation of Class Action Settlement ("Settlement Agreement"), a copy of which is filed with the Court. You can obtain a copy of the Settlement Agreement from the Settlement Administrator or review it on the following website: www._____.

CASS has agreed to pay \$320,000 to settle any and all obligations for the claims alleged in the lawsuit. This amount is called the Gross Settlement Amount. As discussed below, the Gross Settlement Amount will be used to cover all payments to the settlement class, settlement administration costs, attorneys' fees and costs, service and release awards to the Plaintiff, and funds owed to the state of California in settlement of penalties. All of these payments will be deducted from the Gross Settlement Amount. The remaining amount (called the Net Settlement Amount) will be distributed to class members who do not timely submit Requests for Exclusion, as discussed below.

(a) Attorneys' Fees and Costs: Class Counsel has worked on this matter without compensation and have advanced funds to pay for expenses necessary to prosecute the Action. Accordingly, under the settlement, Class Counsel may request an amount not to exceed \$106,666.66 to compensate them for their work on the case, plus their reasonable and actual costs and expenses incurred in the litigation, not to exceed \$15,000. Subject to court approval, the attorneys' fees and costs will be deducted from the Gross Settlement Amount.

(b) Service and Release Award: The Plaintiff is requesting a service and release award not to exceed \$10,000, in addition to the amount he will receive as a member of the class, to compensate him for undergoing the burden and expense of prosecuting the action and for the broader release of claims he is required to provide to CASS. Subject to court approval, the service and release award will be deducted from the Gross Settlement Amount.

FOR MORE INFORMATION CALL 1-800-_____.

(c) Settlement Administration Costs: The Settlement Administrator, ILYM Group, Inc., has advised the parties that the settlement administration costs will not exceed \$5,514.26. Subject to court approval, the settlement administration costs will be deducted from the Gross Settlement Amount.

(d) Payment to State of California: A total of \$10,000 of the Gross Settlement Amount will be allocated to settle allegations that CASS owes penalties to the state for alleged violations of the California Labor Code. Of this amount, \$7,500 (75%) will be paid to the California Labor & Workforce Development Agency ("LWDA"). Subject to court approval, the \$7,500 payment to the LWDA will also be deducted from the Gross Settlement Amount. The other 25%, which is \$2,500, will be distributed to those class members who were employed by CASS at any time from April 21, 2019 through December 7, 2020.

(e) Payments to Settlement Class Members: The remainder of the Gross Settlement Amount (called the Net Settlement Amount) will be distributed to class members who do not exclude themselves from the settlement (called Settlement Class Members). The amount of each Settlement Class Member's share of the Net Settlement Amount will be calculated by dividing the total number of qualifying workweeks worked by the Class Member during the Class Period by the total number of qualifying workweeks worked by all Settlement Class Members during the Class Period and multiplying that fraction by the Net Settlement Amount. A qualifying workweek means a workweek during which a Class Member worked for CASS in a class position during the Class Period. Class Members who worked for CASS at any time from April 21, 2019 through December 7, 2020 will also participate in the "PAGA Settlement," whereby they will receive a portion of the \$2,500 penalty allocation referenced above in section 5(d). The amount of each such employee's share of the \$2,500 penalty allocation will be calculated by dividing the total number of qualifying workweeks worked by the employee by the total number of workweeks worked by all such employees and then multiplying that fraction by \$2,500.

6. WHAT YOU WILL RECEIVE UNDER THE SETTLEMENT

According to CASS's records, you worked a total of approximately ___ qualifying workweeks during the Class Period. Under the settlement, you will receive approximately \$ _____. You also worked ___ qualifying workweeks between April 21, 2019 and December 7, 2020 and based thereon, you will receive an additional amount of approximately \$ ____ which is your share of the \$2,500 PAGA Settlement. You will receive two separate checks, one for the release of your non-FLSA claims in the amount of approximately \$ _____ and one in exchange for the release of your FLSA claims in the amount of approximately \$ _____. The amount of your checks may increase or decrease based on various factors, including the number of class members who submit Requests for Exclusion, the amounts approved by the Court for attorneys' fees and costs, settlement administration costs, the service and release award to Plaintiff, payment to the LWDA, and disputes by other class members regarding their qualifying workweeks during the Class Period. **To receive your settlement payment, you do not need to do anything. You will receive a settlement payment unless you exclude yourself from the settlement.**

7. PAYMENT SCHEDULE

The Settlement Administrator will send out settlement checks to class members after the settlement is finally approved by the Court. You will have 180 days after the Settlement Administrator mails your settlement check to cash it; otherwise it will be voided and the amount of your settlement payment will be sent to the California State Controller as unclaimed property in your name and you will need to contact that agency to obtain your funds. For tax purposes, the non-FLSA portion of your payment will be considered as seventy percent (70%) 1099 income and thirty percent (30%) W-2 income. The FLSA portion of your payment will be considered as fifty percent (50%) 1099 income, to be reported on an IRS Form 1099, and fifty percent (50%) as W-2 income, to be reported on a W-2 form. Your share of the PAGA Settlement, if you are eligible, will be reported on an IRS Form 1099. Nothing in this Notice should be construed as providing you with tax advice. You should consult with your tax advisor concerning the tax consequences of the payment you receive.

FOR MORE INFORMATION CALL 1-800-_____.

8. RELEASE OF CLAIMS

A. Release by Class Members who do not exclude themselves from the Settlement.

Unless you submit a valid Request for Exclusion (described below in Section 9), you will release CASS and all of its current or former subsidiaries, affiliates, parent corporations, predecessors, insurers, agents, employees, successors, assigns, officers, owners, third-party consultants, staffing agencies (and those staffing agencies' workers), officials, directors, attorneys, personal representatives, executors, and shareholders, including CASS's pension, profit sharing, savings, health, and other employee benefit plans of any nature, the successors of such plans, and those plans' respective current or former trustees and administrators, agents, employees, and fiduciaries from any and all claims, rights, demands, charges, complaints, causes of action, punitive or statutory damages, penalties, liquidated damages, expenses, attorneys' fees and costs, interest, obligations or liability of any and every kind that were asserted in the Second Amended Complaint or are based on, or arise out of, the facts alleged in the Second Amended Complaint, including without limitation any claims for failure to pay overtime or other wages, failure to issue accurate wage statements, failure to provide compliant meal and rest periods, unfair, unlawful or fraudulent business practices under California Business and Professions Code Section 17200 and any claims based on paid sick leave under state federal, or local law, and all related penalties. Provided, however, the Released Claims shall not include the PAGA Released Claims. The Release Period for the Released Claims shall be the Class Period.

B. Release by Class Members who worked at CASS at any time from April 21, 2019 through December 7, 2020.

If you worked for CASS at any time between April 21, 2019 and December 7, 2020, you will receive a payment that is your share of the \$2,500 penalty and you will release CASS and all of its current or former subsidiaries, affiliates, parent corporations, predecessors, insurers, agents, employees, successors, assigns, officers, owners, third-party consultants, staffing agencies (and those staffing agencies' workers), officials, directors, attorneys, personal representatives, executors, and shareholders, including CASS's pension, profit sharing, savings, health, and other employee benefit plans of any nature, the successors of such plans, and those plans' respective current or former trustees and administrators, agents, employees, and fiduciaries from any and all claims for civil penalties recoverable by a private attorney general for violations that were alleged in, or arise out of the facts alleged in, the Second Amended Complaint and/or the letter submitted by Plaintiff to California's Labor and Workforce and Development Agency arising at any time from April 21, 2019 through December 7, 2020. You cannot exclude yourself from this release.

9. YOUR OPTIONS

As a member of the settlement class you have four options. Each option will affect your rights, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, are explained below:

(a) **You Can Do Nothing.**

If you do nothing, you will remain a member of the settlement class and will receive a settlement payment. You will also be bound by the release of claims set forth in Section 8 above. The payment will remain valid and negotiable for one hundred eighty (180) days from the date of the issuance. This deadline to cash the payment check shall not be extended for you absent Court Order.

(b) **You Can Contest the Calculation of Your Settlement Payment as Stated in this Notice.**

You can contest the number of qualifying workweeks attributed to you in Section 6 above. To do so, you must provide the Settlement Administrator with a written explanation of your position. The statement must also include your full name, current address and telephone number, and must identify this case (*Hall v. Culpepper & Associates Security Services, Inc.*, Case No. 20STCV15317). You must provide written documentation supporting the number of workweeks you believe that you worked; otherwise, the number listed above will be presumed correct. You must postmark your written statement no later than **[45 days from mailing]**. The Settlement Administrator will consider the documentation you submit and will communicate with you and the parties as necessary regarding the dispute to determine whether an adjustment is warranted

FOR MORE INFORMATION CALL 1-800-_____.

before making a final determination regarding your settlement payment. The Settlement Administrator will mail you its final determination.

(c) You Can Exclude Yourself from the Settlement Class.

If you do not want to remain a member of the settlement class, you can request exclusion (i.e., opt out) by sending the Settlement Administrator a written Request for Exclusion at the address specified in Section 11 below. The deadline to postmark a Request for Exclusion is **[45 days from mailing]**. A Request for Exclusion is a written statement that unambiguously requests exclusion from the settlement class. The Request for Exclusion must include the case number (*Hall v. Culpepper & Associates Security Services, Inc.*, Case No. 20STCV15317), your name, current address and telephone number, and the last four digits of your social security number (for verification purposes). You must also sign the Request for Exclusion. You should keep a copy of your Request for Exclusion. Moreover, to demonstrate receipt by the Settlement Administrator, you may elect to send your Request for Exclusion via certified mail. Requests for Exclusion that do not include all required information, or that are not postmarked on or before **[45 days from mailing]**, will not be valid.

If you submit a valid and timely Request for Exclusion, you will not be bound by the settlement or the release of claims in Section 8(A) above; however, you will not receive all of the money referenced in section 6 of this Notice. You will also be barred from objecting to this settlement. By opting out of the settlement class, you will retain whatever rights or claims you may have against CASS.

Please note, however, that the submission of a Request for Exclusion will not exclude you from the PAGA Settlement. Thus, if you worked for CASS at any time from April 21, 2019 to December 7, 2020, you will still receive your portion of the PAGA Settlement and you will be bound by the more limited release set forth in section 8(B).

If you do not submit a timely and valid Request for Exclusion from the settlement class by the deadline specified above, then you will be bound by all terms and conditions of the settlement, including the Release of Claims, if it is approved by the Court and by the judgment, and you will receive a settlement payment.

(d) You Can Object to the Settlement.

If you do not submit a Request for Exclusion from the settlement, you may object to the settlement by sending your written objections to the Settlement Administrator at the address specified in Section 11 below. The deadline to postmark your objections is **[45 days from mailing]**. Only class members who have not requested exclusion may object to the settlement.

Your objection must state the basis of your objection and include any papers and briefs in support of your position. Your objection must be signed and must contain your current address and telephone number (or that of your attorney) and refer to this case (*Hall v. Culpepper & Associates Security Services, Inc.*, Case No. 20STCV15317).

If you object to the settlement and if the Court approves the settlement notwithstanding your objections, you will be bound by the terms of the settlement and be deemed to have released all of the Released Claims as set forth in Section 8 above, and you will not be permitted to file a Request for Exclusion.

(e) You Can Attend the Final Approval Hearing

Regardless of which option you choose, you may attend the Final Approval Hearing and address the Court regarding the proposed settlement. Information about the Final Approval Hearing is contained in section 10 of this Notice.

10. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT

The Final Approval Hearing on the fairness and adequacy of the proposed settlement, the plan of distribution, the service and release award to the Plaintiff, and Class Counsel's request for attorneys' fees and costs, and other issues will be held on _____, 2021 at _____.m., in Department 1 of the Los Angeles County Superior Court, 312 N. Spring Street, Los Angeles, CA 90012. The Final Approval Hearing may be continued to another date without further notice. If you plan to attend the Final Approval Hearing, it is recommended that you contact the Settlement Administrator to confirm the date and time.

FOR MORE INFORMATION CALL 1-800-_____.

11. NON-RETALIATION

CASS will not retaliate or take any adverse action against a class member for participating in the settlement.

12. ADDITIONAL INFORMATION AND COURTHOUSE SOCIAL DISTANCING INFORMATION.

This Notice only summarizes the lawsuit and settlement. For more information, you may inspect the Court file at the Los Angeles County Superior Court, 312 N. Spring Street, Los Angeles, CA 90012, subject to the social distancing procedures in place at the Courthouse. You may also review the settlement agreement and other documents on-line at www.____ or you may contact the Settlement Administrator as follows:

ILYM Group, Inc.
Telephone: _____
Facsimile: _____
Email: _____
Website: _____

You may also contact Class Counsel at the address and telephone number provided in Section 4 above. If your address changes or is different from the address on the envelope enclosing this Notice, please promptly notify the settlement administrator.

If you are planning to come to the Final Approval Hearing, you should review the Court's social distancing requirements at: (Here for You, Safe for You).

These rules require that all persons entering any courthouse or courtroom must wear a face covering/mask over his or her nose and mouth at all times within the public areas of the courthouse or courtroom. Individuals who wear a face shield must ensure it covers both the nose and the mouth, wraps around the sides of a wearer's face and extend to below the chin with a cloth drape from the bottom of the face shield to below the neck. Children under the age of three (3) are exempt, as are persons with a medical condition, mental health condition, or disability that precludes them from wearing a face covering. However, they must "take whatever protective measures their condition permits, such as wearing a face shield without a drape on the bottom edge."

Individuals are required to maintain at least (6) six feet of physical distance from all persons (except those within their household) at all times and comply with social distance signage throughout the courthouse.

Individuals are requested to use hand sanitizer when entering the courthouse, practice good hand-washing hygiene, and cover coughs and sneezes, preferably with a tissue.

**IT IS IMPORTANT THAT YOU NOTIFY THE SETTLEMENT ADMINISTRATOR IMMEDIATELY
IF YOU HAVE A CHANGE OF ADDRESS**

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

FOR MORE INFORMATION CALL 1-800-_____.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) and not a party to the within action. My business address is 14011 Ventura Blvd., Suite 206E, Sherman Oaks, CA 91423.

On April 16, 2021, I served the following document described as

- **[PROPOSED] ORDER**

on the interested parties in this action:

(X) by serving () the original (X) true copies thereof as follows:

Please see attached service list

() **BY MAIL**

I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.

() **BY FACSIMILE TRANSMISSION**

I caused said document(s) to be transmitted by facsimile transmission to the name(s) and facsimile telephone number(s) of the person(s) named on the attached service list. The facsimile machine telephone number of the sending facsimile machine was (818) 918-2316. A transmission report was issued by the sending facsimile machine confirming that the transmission was completed without error. A true and correct copy of said transmission report is attached hereto.

() **BY OVERNIGHT DELIVERY**

Said document was placed in an envelope designated by the express service center and placed for collection in a box regularly maintained by said carrier with whom we have a direct billing account, to be delivered to the office of the addressee listed above on the next business day.

(XX) **BY ELECTRONIC TRANSMISSION**

I caused the above-described document to be electronically served to the names and email addresses listed on the Service List attached hereto.

(X) STATE I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

() FEDERAL I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

(X) EXECUTED on April 16, 2021, at Sherman Oaks, California.



Nicole Salazar

SERVICE LIST

Bethany Pelliconi, Esq.
Elisabeth Watson, Esq.
SEYFARTH SHAW LLP
2029 Century Park East, Suite 3500
Los Angeles, CA 90067
Telephone: (310) 201-9233
Facsimile: (310) 551-8328
Email: bpelliconi@seyfarth.com
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*Attorneys for Defendant Culpepper &
Associates Security Services, Inc.*

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dholtzman@caskeyholzman.com
nbarari@caskeyholzman.com

*Attorneys for William Hall, individually and
on behalf of all others similarly situated*

Exhibit C



Gundzik | Gundzik | Heeger
Attorneys at Law LLP

14011 Ventura Blvd., Ste. 206E
Sherman Oaks, CA 91423
818.290.7461

July 23, 2021

William Hall v. Culpepper & Associates Security Services, Inc.

Invoice Number: 516

Invoice Period: 03-03-2020 - 07-23-2021

Payment Terms: Upon Receipt

RE: 6195 William Hall v. Culpepper & Associates Security Services, Inc. (CASS)

Time Details

Date	Professional	Description	Hours	Rate	Amount
03-03-2020	RGG	Confer with paralegal regarding facts and intake; review and analyze interview summary; telephone call with client regarding facts; draft records authorization and cover letter; draft client agreements.	2.30	675.00	1,552.50
03-25-2020	RGG	Emails with client regarding policies; email with CASS regarding records request; review email to employees regarding breaks.	0.80	675.00	540.00
04-15-2020	RGG	Email with client regarding work-related issues; email with employer regarding client records.	0.50	675.00	337.50
04-17-2020	RGG	Email with client and co-counsel regarding dispute; review personnel records.	1.20	675.00	810.00
04-20-2020	RGG	Review all correspondence regarding dispute; prepare for client meeting; draft PAGA letter.	3.40	675.00	2,295.00
04-20-2020	ACG	Review employment file; research overtime issue; confer with R. Gundzik regarding potential claims; review and revise Complaint.	1.80	725.00	1,305.00
04-21-2020	ACG	Review, revise and sign Complaint documents.	0.20	725.00	145.00

We appreciate your business

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Date	Professional	Description	Hours	Rate	Amount
04-21-2020	RGG	Draft Complaint.	3.80	675.00	2,565.00
05-18-2020	RGG	Meet and confer with opposing counsel regarding case.	0.40	675.00	270.00
05-20-2020	RGG	Review file and prepare list of mediation data requested and information regarding OT rate claim.	0.80	675.00	540.00
06-01-2020	RGG	Telephone call with opposing counsel regarding factual issues and mediation; emails with client regarding pay issues.	0.90	675.00	607.50
06-04-2020	RGG	Emails with client regarding work and pay issues.	0.80	675.00	540.00
06-08-2020	RGG	Email with opposing counsel and confer with client regarding same.	0.40	675.00	270.00
06-09-2020	RGG	Email with client and opposing counsel regarding pay issues.	0.40	675.00	270.00
06-11-2020	RGG	Telephone call with opposing counsel regarding mediation; email with client regarding new policies; confer with co-counsel regarding same.	0.50	675.00	337.50
06-17-2020	ACG	Review Initial Status Conference Order; review and approve Notice of Initial Status Conference.	0.30	725.00	217.50
06-22-2020	RGG	Review emails from client.	0.30	675.00	202.50
06-25-2020	RGG	Review new meal and rest policies; email with client regarding same.	0.30	675.00	202.50
06-29-2020	ACG	Emails regarding mediators.	0.30	725.00	217.50
07-01-2020	RGG	Draft Stipulation regarding First Amended Complaint; draft First Amended Complaint; email with opposing counsel regarding same and mediation.	2.20	675.00	1,485.00
07-06-2020	RGG	Email with opposing counsel regarding First Amended Complaint and Mediation.	0.30	675.00	202.50
07-07-2020	RGG	Finalize Stipulation regarding First Amended Complaint; email with opposing counsel regarding same.	0.40	675.00	270.00
07-09-2020	RGG	Telephone call with client regarding dispute; confer with co-counsel regarding same.	0.60	675.00	405.00
07-15-2020	RGG	Draft Stipulation to Continue Initial Status Conference and email with opposing counsel regarding same.	0.60	675.00	405.00
07-17-2020	RGG	Email with client regarding mediation; review emails from mediator.	0.40	675.00	270.00

Date	Professional	Description	Hours	Rate	Amount
07-20-2020	RGG	Email with opposing counsel regarding mediation data.	0.40	675.00	270.00
09-03-2020	RGG	Review client correspondence and prepare summary of same; telephone call with opposing counsel regarding mediation.	3.20	675.00	2,160.00
09-14-2020	RGG	Email with opposing counsel regarding mediation documents.	0.30	675.00	202.50
09-14-2020	ACG	Review data produced by Defendant for mediation; email to defense counsel regarding questions about data.	1.70	725.00	1,232.50
09-16-2020	ACG	Emails with defense counsel regarding documents and information for mediation.	0.50	725.00	362.50
09-17-2020	ACG	Lengthy emails with defense counsel regarding documents and information for mediation; emails with client regarding mediation; emails with mediator regarding missing documents and information.	1.20	725.00	870.00
09-22-2020	ACG	Work on review and analysis for documents and data for mediation; emails with defense counsel regarding mediation materials; emails with W. Hall regarding mediation issues.	4.50	725.00	3,262.50
09-22-2020	RGG	Email with client regarding witnesses and facts.	0.50	675.00	337.50
09-23-2020	ACG	Review and analyze SOP.	1.30	725.00	942.50
09-24-2020	ACG	Confer with W. Hall regarding facts and status; confer with other witnesses.	2.40	725.00	1,740.00
09-25-2020	ACG	Work on mediation brief; research regarding overtime issues; research regarding fringe benefit pay; email defense counsel regarding mediation documents.	4.60	725.00	3,335.00
09-29-2020	ACG	Work on mediation brief.	5.20	725.00	3,770.00
09-29-2020	RGG	Review and revise mediation brief.	0.50	675.00	337.50
09-30-2020	ACG	Finalize mediation brief; emails with mediator.	0.70	725.00	507.50
10-01-2020	ACG	Confer with mediator; emails with W. Hall regarding mediation.	0.40	725.00	290.00
10-05-2020	ACG	Confer with W. Hall regarding mediation.	0.60	725.00	435.00
10-07-2020	ACG	Prepare for and participate in mediation; review email from client with new meal/rest break policy.	11.60	725.00	8,410.00
10-07-2020	RGG	Confer with co-counsel regarding mediation.	1.50	675.00	1,012.50
10-08-2020	RGG	Confer with co-counsel regarding mediation and Memorandum of Understanding issues.	1.20	675.00	810.00

Date	Professional	Description	Hours	Rate	Amount
10-08-2020	ACG	Emails with mediator regarding settlement; confer with D. Holzman regarding settlement issues.	0.50	725.00	362.50
10-09-2020	ACG	Emails with mediator regarding workweek issues.	0.40	725.00	290.00
10-09-2020	RGG	Confer with co-counsel regarding escalator clause issues.	0.60	675.00	405.00
10-13-2020	RGG	Confer with co-counsel regarding mediation.	0.50	675.00	337.50
10-14-2020	ACG	Emails with mediator and co-counsel regarding settlement proposal.	0.30	725.00	217.50
10-15-2020	ACG	Emails with defense counsel regarding settlement; revise Memorandum of Understanding.	0.40	725.00	290.00
10-16-2020	ACG	Emails with client, defense counsel and co-counsel regarding Memorandum of Understanding.	0.30	725.00	217.50
10-19-2020	RGG	Begin drafting settlement stipulation.	3.20	675.00	2,160.00
10-20-2020	RGG	Draft Second Amended Complaint and Stipulation regarding Second Amended Complaint.	4.20	675.00	2,835.00
10-21-2020	RGG	Draft Initial Status Conference Report and email with opposing counsel regarding same.	0.60	675.00	405.00
10-22-2020	RGG	Email with opposing counsel regarding Joint Initial Status Conference Report; draft Settlement Stipulation.	4.80	675.00	3,240.00
10-23-2020	RGG	Draft Notice of Settlement; contact TPAs regarding bids.	6.20	675.00	4,185.00
10-26-2020	ACG	Confer with defense counsel regarding settlement issues; review and revise settlement agreement.	1.70	725.00	1,232.50
10-26-2020	RGG	Review TPA bids and email with opposing counsel regarding same; email with TPA regarding additional information; confer with co-counsel regarding settlement stipulation and class notice.	2.20	675.00	1,485.00
10-27-2020	RGG	Review co-counsel additional revisions to settlement stipulation and notice; make further revisions to settlement stipulation and class notice; email with opposing counsel regarding same.	3.80	675.00	2,565.00
10-27-2020	ACG	Review and revise Notice of Settlement.	0.50	725.00	362.50
10-30-2020	RGG	Email with opposing counsel regarding Second Amended Complaint and Stipulation regarding Second Amended Complaint; revise per opposing counsel requests.	0.50	675.00	337.50
11-06-2020	ACG	Confer with defense counsel regarding settlement	0.30	725.00	217.50

Date	Professional	Description	Hours	Rate	Amount
		issues.			
11-12-2020	ACG	Review defendant's comments to Settlement Agreement and Class Notice; confer with R. Gundzik regarding same.	1.10	725.00	797.50
11-12-2020	RGG	Review opposing counsel revisions to Settlement Stipulation and Class Notice; email with opposing counsel regarding TPA selection.	4.80	675.00	3,240.00
11-16-2020	RGG	Review emails regarding Stipulation regarding Second Amended Complaint.	0.20	675.00	135.00
11-16-2020	ACG	Email from defense counsel regarding settlement; email W. Hall regarding settlement issues.	0.20	725.00	145.00
11-17-2020	RGG	Email with opposing counsel regarding Settlement Stipulation provisions.	0.60	675.00	405.00
11-19-2020	RGG	Email with opposing counsel regarding class data needed.	0.40	675.00	270.00
11-23-2020	ACG	Emails with defense counsel regarding settlement agreement.	0.20	725.00	145.00
11-24-2020	RGG	Review emails regarding settlement terms; finalize Settlement Stipulation.	1.70	675.00	1,147.50
11-25-2020	RGG	Review email from TPA regarding administration.	0.20	675.00	135.00
11-25-2020	ACG	Emails with defense counsel regarding settlement agreement.	0.20	725.00	145.00
11-30-2020	RGG	Confer with co-counsel regarding status; email with opposing counsel regarding Settlement Stipulation.	0.40	675.00	270.00
12-01-2020	RGG	Email with opposing counsel regarding Settlement Stipulation and Class Notice; review email to client regarding same.	0.40	675.00	270.00
12-06-2020	RGG	Research regarding additional new requirements for Motion for Preliminary Approval in complex courts; begin draft A. Gundzik Declaration regarding Motion for Preliminary Approval.	3.80	675.00	2,565.00
12-07-2020	RGG	Review email regarding Settlement Agreement.	0.20	675.00	135.00
12-08-2020	RGG	Draft A. Gundzik Declaration regarding Motion for Preliminary Approval.	4.60	675.00	3,105.00
12-09-2020	ACG	Emails with defense counsel regarding Settlement Agreement.	0.20	725.00	145.00
12-15-2020	ACG	Emails with client regarding status.	0.20	725.00	145.00

Date	Professional	Description	Hours	Rate	Amount
12-23-2020	RGG	Work on AG Declaration regarding Motion for Preliminary Approval.	2.20	675.00	1,485.00
12-28-2020	RGG	Begin drafting Motion for Preliminary Approval.	7.20	675.00	4,860.00
12-29-2020	RGG	Finish drafting Motion for Preliminary Approval and revise; draft Motion for Preliminary Approval Order and TPA declaration.	6.80	675.00	4,590.00
12-30-2020	RGG	Review note from court; prepare post for court; telephone court regarding same; email with opposing counsel regarding same.	0.60	675.00	405.00
01-04-2021	ACG	Review and revise Motion for Preliminary Approval papers.	3.20	725.00	2,320.00
01-04-2021	RGG	Confer with co-counsel regarding Motion for Preliminary Approval; review emails regarding status.	0.40	675.00	270.00
01-05-2021	RGG	Review co-counsel revisions to Motion for Preliminary Approval; email to opposing counsel.	1.80	675.00	1,215.00
01-07-2021	ACG	Emails with defense counsel regarding settlement.	0.10	725.00	72.50
01-13-2021	ACG	Emails with W. Hall and defense counsel regarding settlement.	0.20	725.00	145.00
01-15-2021	RGG	Email with opposing counsel regarding Motion for Preliminary Approval.	0.20	675.00	135.00
01-25-2021	RGG	Email with opposing counsel regarding Motion for Preliminary Approval.	0.20	675.00	135.00
01-26-2021	RGG	Confer with co-counsel regarding Motion for Preliminary Approval; email with opposing counsel regarding Motion for Preliminary Approval; revise TPA declaration; email with TPA regarding TPA declaration for Motion for Preliminary Approval.	1.50	675.00	1,012.50
01-26-2021	ACG	Emails with W. Hall regarding settlement issues.	0.20	725.00	145.00
01-27-2021	RGG	Review correspondence from TPA and Defendant's requested revisions to Motion for Preliminary Approval; revise and finalize Motion for Preliminary Approval, AG declaration and Motion for Preliminary Approval Order.	6.20	675.00	4,185.00
02-26-2021	ACG	Emails with defense counsel regarding settlement.	0.20	725.00	145.00
03-19-2021	RGG	Email with opposing counsel regarding Motion for Preliminary Approval hearing.	0.30	675.00	202.50
03-22-2021	ACG	Review tentative ruling on Motion for Preliminary Approval; email defense counsel regarding same; post message to court regarding response date; revise settlement agreement and notice to conform to court'	3.00	725.00	2,175.00

Date	Professional	Description	Hours	Rate	Amount
		tentative ruling; email defense counsel regarding revisions.			
03-23-2021	ACG	Draft W. Hall declaration for Motion for Preliminary Approval; email defense counsel regarding supplemental briefing; email W. Hall regarding declaration.	1.50	725.00	1,087.50
03-23-2021	RGG	Review and revise plaintiff's declaration for Motion for Preliminary Approval.	0.40	675.00	270.00
03-30-2021	ACG	Emails with defense counsel regarding document revisions; draft supplemental declaration; revise Motion for Preliminary Approval Order.	2.00	725.00	1,450.00
03-31-2021	ACG	Confer with defense counsel regarding supplemental documents; review issue regarding workweeks and emails with defense counsel.	0.50	725.00	362.50
04-05-2021	RGG	Review Court Order.	0.20	675.00	135.00
04-08-2021	ACG	Review and revise Supplemental Motion for Preliminary Approval papers; email defense counsel regarding same.	2.30	725.00	1,667.50
04-13-2021	ACG	Email with W. Hall regarding Motion for Preliminary Approval Declaration.	0.20	725.00	145.00
04-15-2021	ACG	Confer with defense counsel regarding settlement issues; revise settlement agreement; related emails.	0.80	725.00	580.00
04-16-2021	ACG	Revise and finalize supplemental papers for Motion for Preliminary Approval.	0.80	725.00	580.00
04-19-2021	ACG	Review message from court regarding Motion for Preliminary Approval; email defense counsel regarding hearing date; post message to court regarding hearing date.	0.30	725.00	217.50
04-22-2021	ACG	Emails with defense counsel regarding preliminary approval.	0.20	725.00	145.00
04-27-2021	ACG	Emails with TPA regarding notice timeline.	0.30	725.00	217.50
05-13-2021	RGG	Review mailing documents and email with TPA regarding same and website.	0.50	675.00	337.50
06-01-2021	RGG	Review weekly report from TPA.	0.30	675.00	202.50
06-14-2021	RGG	Review weekly report.	0.20	675.00	135.00
06-21-2021	RGG	Review records for Motion for Final Approval.	1.20	675.00	810.00
06-28-2021	RGG	Review TPA report.	0.20	675.00	135.00

Date	Professional	Description	Hours	Rate	Amount
06-28-2021	ACG	Review TPA report.	0.20	725.00	145.00
07-15-2021	ACG	Review and revise declaration for Motion for Final Approval.	2.30	725.00	1,667.50
07-15-2021	RGG	Draft A. Gundzik declaration regarding Motion for Final Approval.	6.80	675.00	4,590.00
07-16-2021	RGG	Draft Motion for Final Approval.	7.80	675.00	5,265.00
07-19-2021	RGG	Revise A. Gundzik declaration regarding Motion for Final Approval; draft Plaintiff's declaration; draft TPA declaration; draft Judgment and Motion for Final Approval Order.	8.20	675.00	5,535.00
			Total		130,072.50

Time Summary

Professional	Hours	Amount
Aaron C. Gundzik	62.10	45,022.50
Rebecca G. Gundzik	126.00	85,050.00
Total		130,072.50

Expenses

Date	Expense	Description	Amount
04-21-2020	Express Network	Summons and Complaint	1,660.75
04-27-2020	Express Network	Summons and Complaint	87.50
04-27-2020	Filing fee	LWDA	75.00
04-30-2020	Express Network	POS	80.00
06-17-2020	Express Network	Notice of Initial Status Conference	54.00
07-07-2020	Express Network	Stip and Order	96.25
07-14-2020	Express Network	POS; First Amended Complaint; Notice	59.50
07-17-2020	Express Network	Stip and Order	65.00
07-20-2020	Mediation Services	Lisa Klerman - Mediator fee	3,500.00
07-28-2020	Express Network	Notice of Entry of Order	40.00
10-22-2020	Express Network	Joint Report	35.00
11-05-2020	Express Network	Stip and Order	102.25
11-17-2020	Express Network	Second Amended Complaint; Notice of Entry	53.00
12-31-2020	Corporate Research	Case Anywhere 10/19-12/31/20	120.00
01-28-2021	Express Network	Declaration of Aaron; POS; Order; Declaration of Stephanie; Motion	196.00

Date	Expense	Description	Amount
03-23-2021	Federal Express	Federal Express	40.29
04-05-2021	Corporate Research	Case Anywhere 1/1-3/31/21	150.00
04-16-2021	Express Network	Supp Declaration; POS; Order	35.00
04-22-2021	Federal Express	Federal Express	40.10
04-23-2021	Express Network	Notice of Entry of Order	59.00
04-26-2021	Court Fees	LASC	8.60
07-06-2021	Corporate Research	Case Anywhere 4/1/21-6/30/21	144.00
Total Expenses			6,701.24
Total for this Invoice			136,773.74

Matter Statement of Account

As of 07-29-2021

Matter	Invoices / Credits	Trust	Balance Due
6195 William Hall v. Culpepper & Associates Security Services, Inc. (CASS)	136,773.74		136,773.74
	Total Amount to Pay		136,773.74

6195 William Hall v. Culpepper & Associates Security Services, Inc. (CASS)

Transactions

Date	Transaction	Applied	Invoice	Amount
07-23-2021	Invoice 516			136,773.74
			Balance	136,773.74

Open Invoices and Credits

Date	Transaction	Amount	Applied	Balance
07-23-2021	Invoice 516	136,773.74		136,773.74
			Balance	136,773.74

Exhibit D



National Association of Legal Fee Analysis
Specializing in Attorney Fees & Legal Billing
— *The Nation's Top Attorney Fee Experts*

News Release

FOR IMMEDIATE RELEASE

March 4, 2020

Survey: Defense Rates Keep Pace with Plaintiffs' Rates in Class Action Litigation

Chicago, IL -- Defense rates keep pace with plaintiffs' rates in class action litigation at partner and associate levels in 2020. That's just one of the findings from a recent survey, The 2020 Class Action Hourly Rate Survey, conducted by the National Association of Legal Fee Analysis (NALFA). This billing rate survey, conducted via email over a two month period, asked class action litigators from the nation's 16 largest legal markets if their current regular hourly rate falls within a given range.

The NALFA survey shows that 95 percent of all class actions fall within the \$200-\$1,200 hourly rate range for both defense and plaintiffs' counsel at partner and associate levels. In short, only 5 percent of class action hourly rates are less than \$200 and over \$1,200. Thus, nearly all class action hourly rates fall within a \$1,000 hourly rate statistical variance.

This survey is the first in a series of hourly rate surveys that NALFA will be conducting in specific practice areas. NALFA also conducts custom hourly rate surveys for clients such as law firms, corporate legal departments, and government agencies. NALFA surveys provide the most accurate and current hourly rate ranges within a given geography and practice area.

"This survey data may be the nation's first and only quantitative class action hourly rate data of its kind," said Terry Jesse, NALFA Executive Director. With more class action hourly rate data to follow, here are some of the top level findings from NALFA's 2020 Class Action Hourly Rate Survey:

The 2020 Average Hourly Rate Range in Class Actions		
	Plaintiffs' Rate	Defense Rate
Senior Partner (20+ Years in Practice)	\$801-\$900	\$801-\$900
Partner (16-19 Years in Practice)	\$701-\$800	\$601-\$700
Junior Partner (12-15 Years in Practice)	\$501-\$600	\$401-\$500
Senior Associate (9-11 Years in Practice)	\$401-\$500	\$301-\$400
Associate (5-8 Years in Practice)	\$201-\$300	\$201-\$300
Junior Associate (2-4 Years in Practice)	\$201-\$300	\$201-\$300
Estimated Margin of Error: +/- \$25.00		

For more information on this survey, visit <http://www.thenalfa.org/blog/survey-class-action-defense-rates-keep-pace-with-plaintiffs-rates-in-2020/> or contact Terry Jesse, NALFA Executive Director at terry@thenalfa.org or call us at (312) 907-7275.



The National Association of Legal Fee Analysis (NALFA) is a 501(c)(6) non-profit professional association for the legal fee analysis field. Our members provide a range of services on attorney fee and legal billing matters.

Courts and clients turn to us for expertise when attorney fees and expenses are at issue in large, complex cases. NALFA members are fully qualified attorney fee experts, special fee masters, bankruptcy fee examiners, fee dispute neutrals, and legal bill auditors. Our members follow

Best Practices in Legal Fee Analysis. Our services include: Custom Hourly Rate Surveys and Fee Dispute Mediation. For more on NALFA, visit www.thenalfa.org. Follow us on Twitter at [@AttorneyFees](https://twitter.com/AttorneyFees).

NALFA | 1336 W. Greenleaf Ave, #3E, Chicago, IL 60626

[Unsubscribe agundzik@gghslaw.com](mailto:unsubscribe_agundzik@gghslaw.com)

[Update Profile](#) | [About Constant Contact](#)

Sent by info@thenalfa.org

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) and not a party to the within action. My business address is 14011 Ventura Blvd., Suite 206E, Sherman Oaks, CA 91423.

On July 30, 2021, I served the following document described as

**- DECLARATION OF AARON C. GUNDZIK IN SUPPORT OF PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

on the interested parties in this action:

(X) by serving () the original (X) true copies thereof as follows:

Please see attached service list

() BY MAIL I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.	() BY FACSIMILE TRANSMISSION I caused said document(s) to be transmitted by facsimile transmission to the name(s) and facsimile telephone number(s) of the person(s) named on the attached service list. The facsimile machine telephone number of the sending facsimile machine was (818) 918-2316. A transmission report was issued by the sending facsimile machine confirming that the transmission was completed without error. A true and correct copy of said transmission report is attached hereto.
() BY OVERNIGHT DELIVERY Said document was placed in an envelope designated by the express service center and placed for collection in a box regularly maintained by said carrier with whom we have a direct billing account, to be delivered to the office of the addressee listed above on the next business day.	(XX) BY ELECTRONIC TRANSMISSION I caused the above-described document to be electronically served to the names and email addresses listed on the Service List attached hereto.

(X) STATE I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

() FEDERAL I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

(X) EXECUTED on July 30, 2021, at Sherman Oaks, California.



Nicole Salazar

SERVICE LIST

Bethany Pelliconi, Esq. Elisabeth Watson, Esq. SEYFARTH SHAW LLP 2029 Century Park East, Suite 3500 Los Angeles, CA 90067 Telephone: (310) 201-9233 Facsimile: (310) 551-8328 Email: bpelliconi@seyfarth.com ewatson@seyfarth.com <i>Attorneys for Defendant Culpepper & Associates Security Services, Inc.</i>	Marshall A. Caskey, Esq. Daniel M. Holzman, Esq. N. Cory Barari, Esq. CASKEY & HOLZMAN 24025 Park Sorrento, Ste. 400 Calabasas, CA 91302 Telephone: (818) 657-1070 Facsimile: (818) 297-1775 Email: mcaskey@caskeyholzman.com dholzman@caskeyholzman.com nbarari@caskeyholzman.com <i>Attorneys for William Hall, individually and on behalf of all others similarly situated</i>
<i>Via Electronic Submission</i> PAGA Administrator 1515 Clay Street, Ste. 801 Oakland, CA 94612	