

1 R. Craig Clark (SBN 129219)
cclark@clarklawyers.com
2 Alicja A. Urtnowski (SBN 321215)
aurtnowski@clarklawyers.com
3 Dawn M. Berry (SBN 292335)
dberry@clarklawyers.com
4 **CLARK LAW GROUP**
3258 Fourth Avenue
5 San Diego, CA 92103
Telephone: (619) 239-1321
6 Facsimile: (888) 273-4554
Attorneys for Plaintiff

7 Robert M. Bodzin (SBN 201327)
rbodzin@grsm.com
8 Mollie M. Burks (SBN 222112)
mburks@grsm.com
9 Natalie Fujikawa (SBN 258724)
10 **GORDON REES SCULLY MANSUKHANI, LLP**
275 Battery Street, Suite 2000
11 San Francisco, CA 94111
Telephone: (414) 986-5900
12 Facsimile: (415) 986-8054
Attorneys for Defendants

13
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF LOS ANEGELES**
16

17 DENNIS CAMPOS, as an individual, on
behalf of himself, and all persons similarly
18 situated,

19 Plaintiff,

20 v.

21 NY SEB, INC., a New York corporation;
22 S.E.B. SERVICES OF NEW YORK, INC., a
New York corporation; ROBERT DINOZZI,
23 an Individual; WALGREEN CO., an Illinois
corporation; and DOES 1 to 10 inclusive,

24 Defendants.
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27
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Case No. 20STCV22642

[Assigned to Hon. William F. Highberger]

REPRESENTATIVE ACTION

**STIPULATION OF PAGA
REPRESENTATIVE ACTION
SETTLEMENT AND RELEASE**

1 **STIPULATION OF PAGA REPRESENTATIVE ACTION SETTLEMENT AND RELEASE**

2 This Stipulation of Private Attorneys General Act of 2004 ("PAGA") Representative Action Settlement
3 and Release ("Settlement" or "Settlement Agreement") is made and entered into by and between Plaintiff Dennis
4 Campos, individually and in his capacity as a representative of the State of California ("Plaintiff" or
5 "Representative Plaintiff"), and Defendants NY SEB, Inc.; S.E.B. Services Of New York, Inc.; Robert DiNozzi;
6 and Walgreen Co. ("Defendants"), subject to the terms and conditions hereof and the approval of the Superior
7 Court of the State of California for the County of Los Angeles ("Court"). Plaintiff enters into this Settlement
8 Agreement on behalf of himself, the State of California, and all non-exempt employees who worked as Security
9 Officers for the SEB Entities in California at any time during the period from June 4, 2019 (one year before the
10 date Plaintiff's counsel sent their PAGA notice letter to the LWDA) to October 16, 2020 (the last date the SEB
11 Entities provided security services in the State of California).

12 **SUMMARY OF LITIGATION AND SETTLEMENT**

13 This Action was filed on June 11, 2020. Plaintiff Dennis Campos was named as the putative class
14 representative and sought class certification under CCP Section 382 of a class of Security Officers who were
15 employed as hourly/non-exempt by the SEB Entities in California from June 11, 2016 to the present.

16 On October 16, 2020, the SEB Entities sold their assets to Allied Universal and ceased doing business in
17 California. Defendants represent that the SEB Entities no longer provide security services anywhere.

18 During the period of June 11, 2016 to October 16, 2020, the non-exempt/hourly Security Officers
19 employed by the SEB Entities had the following job titles: (1) Unarmed Security Guard; (2) Armed Security
20 Guard; (3) Armed Mobile Response Team Security Guard; (4) Unarmed Mobile Response Team Security Guard;
21 (5) Store Detective.

22 Plaintiff's Ninth Cause of Action in the Amended Complaint also contains a cause of action under the
23 Private Attorney General Act of 2004 (Labor Code Section 2699(i) ("PAGA.") The PAGA time period in this
24 matter runs only from June 4, 2019 (one year to the date Plaintiff's before counsel sent their PAGA notice letter
25 to the LWDA) to October 16, 2020 (the last date the SEB Entities provided security services in the State of
26 California).

27 The SEB Entities employed 269 Security Officers in California between June 11, 2016 and October 16,
28 2020. Of these, 245 have settled their class and individual claims directly with the SEB Entities for a total of

1 \$112,187.72. The remaining 24, including Plaintiff Dennis Campos, have not settled their class claims. Of the
2 Security Officers who have not settled their claims directly with the SEB Entities, 12 worked during the PAGA
3 period of June 4, 2019 to October 16, 2020.

4 The parties unsuccessfully mediated this case with Tripper Ortman on May 3, 2021. Subsequently, the
5 parties engaged in multiple rounds of at-arm's length negotiations in an effort to reach a settlement in this case.
6 In November 2021, there was another round of unsuccessful negotiations, which were conducted with the
7 assistance and advice of Mr. Ortman. In January and February 2022, the parties once again continued the
8 settlement negotiations, using the last round of discussions with Mr. Ortman as a starting point. As a result of
9 these continued negotiations, the parties have reached an agreement to settle this litigation conditioned on Court
10 approval and the terms set forth below.

11 Defendant NY SEB's financial condition played a substantial role in the settlement negotiations. As part
12 of this Settlement approval process, Defendant will provide a declaration regarding their financial condition.

13 The Parties agree that Plaintiff will dismiss the remaining class claims without prejudice to the class. Thus,
14 there will be no class certification or class settlement of the putative class of Security Officers employed by the
15 SEB Entities from June 11, 2016 to October 16, 2020. Rather, this settlement will only settle the PAGA claims
16 for the PAGA period of June 4, 2019 to October 16, 2020, as outlined below.

17 **A. Definitions**

18 1. **"Action"** means the case entitled *Dennis Campos v. NY SEB, Inc., et al.*, Los Angeles County
19 Superior Court, Case No. 20STCV22642.

20 2. **"Aggrieved Employees" or "Settlement PAGA Members"** means Plaintiff Campos, and all
21 non-exempt employees who worked as Security Officers for the SEB Entities in California at any time during the
22 period from June 4, 2019 to October 16, 2020, excluding any Prior Settling Members. Based on the data provided
23 by Defendants, it is estimated that there are 12 Aggrieved Employees.

24 3. **"Attorneys' Costs"** means an award of costs to be paid to Plaintiff's Counsel for the actual costs
25 they have incurred in prosecuting the Action, subject to Court approval. Such costs shall not exceed Sixteen
26 Thousand Dollars (\$16,000). Attorneys' Costs shall be paid out of the Settlement Amount. Any costs not
27 approved by the Court will be reallocated to the PAGA Award, with Seventy-Five Percent (75%) to be paid to
28 the LWDA and Twenty-Five Percent (25%) to the Aggrieved Employees.

1 4. **"Attorneys' Fees"** means an award of attorneys' fees to be paid to Plaintiff's Counsel for the
2 services they have rendered and will render in the Action, subject to Court approval. Such attorneys' fees shall
3 not exceed one-third (1/3) of the Gross Fund Value (the combined Settlement Amount and Prior Payments), i.e.
4 Seventy Thousand Three Hundred Ninety-Five Dollars and Ninety-One Cents (\$70,395.91). Attorneys' Fees
5 shall be paid out of the Settlement Amount. Any attorneys' fees not approved by the Court will be reallocated to
6 the PAGA Award, with Seventy-Five Percent (75%) to be paid to the LWDA and Twenty-Five Percent (25%) to
7 the Aggrieved Employees.

8 5. **"Defendants"** shall collectively mean NY SEB, Inc., SEB Services of New York, Inc., Robert
9 DiNozzi and Walgreen Co.

10 6. **"Defense Counsel"** means Robert Bodzin and Mollie Burks of GORDON REES SCULLY
11 MANSUKHANI, LLP.

12 7. **"Effective Date"** means the date by which this Settlement is fully and finally approved as
13 provided in the Settlement Agreement and the Court grants Settlement Approval Order.

14 8. **"Enhancement/Service Award"** means an award to be paid to the Representative Plaintiff from
15 the Settlement Amount of up to, but not exceeding, Four Thousand Five Hundred Dollars (\$4,500) in recognition
16 and compensation for his time and efforts as Representative Plaintiff in this Action, subject to Court approval.
17 This service payment award is in addition to his right to payments provided in this Agreement.

18 9. **"Funding and Distribution Schedule"** refers to the timing of payment made by Defendants to
19 fund the Settlement Amount and Distribution to the Aggrieved Employees, the LWDA, and Plaintiff's Counsel.

20 10. **"Gross Fund Value"** means the total amount of \$211,187.72 which includes: Prior Payments
21 paid to Prior Settling Members in the amount of \$112,187.72 plus the Settlement Amount of \$99,000.

22 11. **"LWDA"** means the California Labor Workforce Development Agency.

23 12. **"Mediator"** means Tripper Ortman.

24 13. **"Notice"** means the form of notice that will be sent to each Aggrieved Employee accompanying
25 their PAGA Settlement Payments, which should be substantially in the form attached hereto as **Exhibit A**.

26 14. **"PAGA Award"** means the amount from the Settlement Amount that may be allocated to pay
27 all applicable penalties under PAGA to the LWDA, as well as the PAGA Settlement Payments allocated to each
28 Aggrieved Employee.

1 15. **"PAGA Settlement Payment"** means the portion of the PAGA Award allocated to each
2 Aggrieved Employee.

3 16. **"Parties"** collectively refers to Plaintiff and Defendants.

4 17. **"Plaintiff" or "Representative Plaintiff"** refers to Dennis Campos, individually and in his
5 capacity as a representative of the State of California on behalf of all other Aggrieved Employees.

6 18. **"Plaintiff's Counsel"** means R. Craig Clark, Dawn M. Berry and Alicja Urtnowski of Clark Law
7 Group.

8 19. **"Prior Payments"** means the amounts that Defendants previously paid to approximately 245
9 Prior Settling Members in connection with the execution of releases relating to wage and hour claims against
10 Defendants. The aggregate amount of such Prior Payments is \$112,187.72. The Parties agree that the Action was
11 a catalyst for Defendants to make these Prior Payments.

12 20. **"Prior Settling Members"**: The Parties agree that there are 245 Security Officers who
13 individually executed settlement agreements with Defendants for a cumulative total settlement amount of
14 \$112,187.72. These individuals will be collectively defined as the Prior Settling Members. Prior Settling Members
15 will be bound by the Release set forth in Paragraph 21.

16 21. **"Released Claims"** means any PAGA claims that were actually alleged or that could have been
17 alleged against the Released Parties, on behalf of the real party in interest—State of California, based on the facts
18 stated in Plaintiff's complaint or in Plaintiffs' original and/or amended LWDA notice letters for alleged violations
19 of Labor Code for: (a) failure to pay minimum and overtime wages and timely wages during employment in
20 violation of Labor Code §§ 204, 210, 226.2, 510, 1194, 1197, 1197.1, 1198, 1199 and IWC Wage Order No. 4-
21 2001; (b) failure to provide legally compliant meal periods or compensation in lieu thereof in violation of Labor
22 Code §§ 204, 226.7, 512 and IWC Wage Order No. 4-2001; (c) failure to provide legally compliant rest periods
23 or compensation in lieu thereof in violation of Labor Code § 204, 226.7 and IWC Wage Order No. 4-2001; (d)
24 failure to pay all wages owed upon termination in violation of Labor Code §§ 201-203; (e) failure to provide paid
25 sick leave and written notice of the amount of paid sick leave available in violation of Labor Code §246; (f) failure
26 to timely furnish accurate and complete itemized wage statements in violation of Labor Code §§ 226, 226.3 and
27 IWC Wage Order No. 4-2001; (g) failure to maintain accurate and complete timekeeping and payroll records in
28 violation of Labor Code §§ 226(a), 1174 and IWC Wage Order No. 4-2001; (h) failure to maintain a safe and

1 healthful place of employment in violation of Labor Code §§ 6400 et. al. for the period from June 4, 2019 to
2 October 16, 2020. Further, the Released Claims specifically include, but are not limited to: (1) Unpaid Wages;
3 (2) Meal and Rest Period Violations; (3) Waiting Time Penalties; (4) Failure to Provide Paid Sick Leave; (5)
4 Inaccurate Wage Statements; (6) Failure to Maintain Accurate Records; (7) Failure to Provide Copies of Signed
5 Documents; (8) Failure to Reimburse for Business Expenses; (9) Unfair Business Practices; and (10) Civil
6 Penalties under California's Private Attorneys General Act ("PAGA"), which seek recovery of civil penalties on
7 behalf of Mr. Campos and the Aggrieved PAGA Group for violations as per Labor Code § 2699, et. al., of the
8 following Labor Code provisions in this representative action: (a) failure to pay minimum and overtime wages
9 and timely wages during employment in violation of Labor Code §§ 204, 210, 226.2, 510, 1194, 1197, 1197.1,
10 1198, 1199 and IWC Wage Order No. 4-2001; (b) failure to provide legally compliant meal periods or
11 compensation in lieu thereof in violation of Labor Code §§ 204, 226.7, 512 and IWC Wage Order No. 4-2001;
12 (c) failure to provide legally compliant rest periods or compensation in lieu thereof in violation of Labor Code §
13 204, 226.7 and IWC Wage Order No. 4-2001; (d) failure to pay all wages owed upon termination in violation of
14 Labor Code §§ 201-203; (e) failure to provide paid sick leave and written notice of the amount of paid sick leave
15 available in violation of Labor Code §246; (f) failure to timely furnish accurate and complete itemized wage
16 statements in violation of Labor Code §§ 226, 226.3 and IWC Wage Order No. 4-2001; (g) failure to maintain
17 accurate and complete timekeeping and payroll records in violation of Labor Code §§ 226(a), 1174 and IWC
18 Wage Order No. 4-2001; (h) failure to maintain a safe and healthful place of employment in violation of Labor
19 Code §§ 6400 et. al.

20 22. **"Released Parties"** means Defendants, and Defendants' affiliates, parents, and each of their
21 company-sponsored employee benefit plans, and their respective successors and predecessors in interest, all of
22 their respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and each of their
23 past, present and future officers, directors shareholders, employees, agents, principals, heirs, representatives,
24 attorneys, accountants, auditors, consultants, attorneys, insurers and reinsurers.

25 23. **"Section 1542 Waiver"** means an express waiver by the Representative Plaintiff, to the fullest
26 extent permitted by law, of the provisions, rights and benefits of Section 1542 of the California Civil Code, or any
27 other similar provision under federal or state law, which Section provides:
28

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
2 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
3 THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER,
4 WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
5 OR RELEASED PARTY.

6 24. **"Security Officers"** shall refer to non-exempt employees of the SEB Entities who held position
7 titles of (1) Unarmed Security Guard; (2) Armed Security Guard; (3) Armed Mobile Response Team Security
8 Guard; (4) Unarmed Mobile Response Team Security Guard; and (5) Store Detective in California at any time
9 during the period from June 11, 2016 through October 16, 2020.

10 25. **"Settlement"** means the terms and conditions set forth in this Settlement Agreement.

11 26. **"Settlement Administration Costs"** means the amount paid separately and additionally by
12 Defendants, which shall be allocated to the Settlement Administrator for services rendered in administering the
13 Settlement, not to exceed Three Thousand Dollars (\$3,000).

14 27. **"Settlement Administrator"** means ILYM Group, Inc., subject to Court approval.

15 28. **"Settlement Amount"** means the sum of Ninety-Nine Thousand Dollars (\$99,000) which
16 Defendants are required to pay under the terms of this Settlement Agreement. The Settlement Amount will be
17 used to pay: (a) the PAGA Award to the LWDA and the Aggrieved Employees; (b) the award of Attorneys' Fees;
18 (c) the award of Attorneys' Costs to Plaintiffs' Counsel; and (d) the Enhancement Award to Representative
19 Plaintiff. The Settlement Amount does not include and is separate and apart from all Prior Payments.

20 29. **"Settlement Approval Order"** means the order that will be entered by the Court to approve the
21 Settlement, which should be substantially in the form attached hereto as **Exhibit B**.

22 30. **"Settlement Period"** or **"PAGA Period"** means the period from June 4, 2019 to October 16,
23 2020.

24 31. **"The SEB Entities"** means NY SEB, Inc. and SEB Services of New York, Inc.

25 **B. Procedures for Obtaining Settlement Approval and Notifying the LWDA**

26 32. Plaintiff's Counsel will request a hearing before the Court to seek approval of the Settlement on
27 a mutually available date as soon as reasonably practicable. In conjunction with such hearing, Plaintiffs' Counsel
28

1 will present this Settlement Agreement to the Court and will request that the Court issue a Settlement Approval
2 Order approving and incorporating by reference the terms and conditions of the Settlement Agreement.

3 33. Defendants agree not to oppose Plaintiffs' motion for settlement approval unless the motion is
4 inconsistent with the terms set forth in this Settlement Agreement.

5 34. Plaintiff shall provide the requisite notice of this Settlement to the LWDA at the same time that
6 they request Settlement Approval from the Court.

7 **C. Settlement Administrator**

8 35. Subject to Court approval, the Parties will retain ILYM Group, Inc. as the third-party Settlement
9 Administrator to administer this Settlement. The Settlement Administrator will be responsible for establishing a
10 qualified settlement fund ("QSF"), calculating and issuing payments and appropriate tax forms to Aggrieved
11 Employees, the LWDA, and Plaintiffs' Counsel.

12 **D. Distribution of Settlement Proceeds**

13 36. The Settlement shall have four components: (a) the PAGA Award; (b) Attorneys' Fees; (c)
14 Attorneys' Costs; and (d) Plaintiff's Enhancement/Service Award. All of these components are included in the
15 Settlement Amount. All amounts to be paid by Defendant shall be paid to the QSF, which shall be administered
16 by the Settlement Administrator consistent with the Funding and Distribution Schedule. All amounts to be paid
17 to anyone pursuant to this Settlement Agreement shall be paid out of the QSF.

18 a. PAGA Award means the amount of Eight Thousand Dollars (\$8,000) from the Settlement
19 Amount allocated to Aggrieved Employees and the LWDA in full satisfaction of all claims for
20 PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other
21 provisions of law alleged to have been violated in Plaintiff's complaint and LWDA notice letter(s)
22 with respect to Aggrieved Employees. Pursuant to PAGA, Seventy-Five Percent (75%) of the
23 PAGA Award, or Six Thousand Dollars (\$6,000.00) will be paid to the LWDA. The remaining
24 Twenty-Five Percent (25%), or Two Thousand Dollars (\$2,000.00) will be paid to all Aggrieved
25 Employees on a pro-rata basis (based on the number of workweeks worked during the Settlement
26 Period) to each such Aggrieved Employee.

27 b. Attorneys' Costs. In full satisfaction of all claims Plaintiff may have for litigation costs and
28 expenses arising out of the Action, the Parties agree that Defendants will pay Plaintiff's Counsel

up to a total of Sixteen Thousand Dollars (\$16,000) as Attorneys' Costs. Defendants agree not to oppose Plaintiff's application for Attorneys' Costs not to exceed this sum. The Attorneys' Costs to be awarded to Plaintiff are subject to the approval of the Court and will be paid only from the Settlement Amount. Any portion of the Attorneys' Costs not awarded to Plaintiffs' Counsel will be reallocated to the PAGA Award.

c. Attorneys' Fees. In full satisfaction of all claims Plaintiffs may have for attorneys' fees arising out of the Action, the Parties agree that Defendants will pay Plaintiffs' Counsel up to a total of one-third (1/3) of the Gross Fund Value (the combined Settlement Amount and Prior Payments), i.e. Seventy Thousand Three Hundred Ninety-Five Dollars and Ninety-One Cents (\$70,395.91) as Attorneys' Fees. Defendants agree not to oppose Plaintiffs' application for Attorneys' Fees not to exceed this sum. The Attorneys' Fees to be awarded to Plaintiff are subject to the approval of the Court and will be paid only from the Settlement Amount. Any portion of the Attorneys' Fees not awarded to Plaintiffs' Counsel will be reallocated to the PAGA Award.

d. Settlement Administration Costs. Defendants shall pay for third-party administration fees that are necessary to administer the Settlement up to a maximum payment of \$3,000. Settlement Administration Costs are to be paid in addition to the Settlement Amount.

e. Enhancement/Service Award to Representative Plaintiff. Representative Plaintiff will be paid a service award of up to, but not exceeding, Four Thousand Five Hundred Dollars (\$4,500) in recognition and compensation for his time and efforts as Representative Plaintiff. This service payment award is in addition to his right to payments provided in this Agreement. This service payment award shall be paid from the Settlement Amount.

E. Funding and Distribution of Settlement Proceeds

37. List of Aggrieved Employees. Within ten (10) calendar days after the Effective Date, Defendants will provide the Settlement Administrator a complete list of all Aggrieved Employees ("Aggrieved Employee List"). The Aggrieved Employee List will include each Aggrieved Employees' full name; most recent mailing address on file; any email address known by Defendants; Social Security number, and hire dates, and termination date(s) during the Settlement Period.

1 38. Funding Schedule. Within ten days from the Effective Date of this Agreement, Defendants will
2 deposit the Settlement Amount into the QSF to be established by the Settlement Administrator.

3 39. Distribution Schedule. Within thirty-one (31) calendar days after the Effective Date, the
4 Settlement Administrator will issue the payments approved by the Court to: (a) Aggrieved Employees; (b)
5 Representative Plaintiff, (c) the LWDA; (d) Plaintiff's Counsel. The Settlement Administrator will issue the
6 appropriate tax forms for all payments issued under this Settlement.

7 40. PAGA Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue
8 each Aggrieved Employee a check for his or her share of the PAGA Award along with an explanatory Notice.
9 Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address
10 Database for information to update and correct for any known or identifiable address changes. Any checks
11 returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class
12 U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement
13 Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the
14 name, address, e-mail address, or Social Security number of the Aggrieved Employee involved, and will then
15 perform a single re-mailing. PAGA Settlement Payment checks will remain negotiable for 180 calendar days
16 from the date of the initial mailing. On the One Hundred Eight-First (181st) calendar day, Individual Settlement
17 Payment checks will be void and uncashed funds will be transmitted by the Settlement Administrator to Legal
18 Services of Northern California as the *cy pres* recipient, within twenty-one (21) calendar days of the date those
19 checks became void.

20 41. No advance notice of the Settlement will be mailed to Aggrieved Employees, nor will Aggrieved
21 Employees be given an opportunity to exclude themselves from the Settlement or to object to the Settlement.

22 42. All PAGA Settlement Payments to Aggrieved Employees will be treated as civil penalties and
23 thus miscellaneous income for which an IRS Form 1099 will be issued, if applicable.

24 43. No person shall have any claim against Defendants, Defense Counsel, Plaintiffs, the Aggrieved
25 Employees, or Plaintiff's Counsel based on mailings, distributions, payments and/or tax filings made in
26 accordance with this Settlement.

27 **F. Release by the State of California—the Real Party in Interest**

1 44. On the date that the Court issues a Settlement Approval Order, in substantially the form of
2 **Exhibit B**, Plaintiff and the State of California release the Released Parties from the PAGA Released Claims.
3 The Released Claims include a Section 1542 Waiver for Plaintiff only. Aggrieved Employees and Prior Settling
4 Members release the right to pursue a claim for penalties based on the Released Claims under the PAGA on behalf
5 of the State of California. The Aggrieved Employees' and Prior Settling Members' Released Claims shall be
6 effective as to all claims set forth herein for the period from June 4, 2019 to October 16, 2020.

7 45. This Agreement is intended to preclude any and all Prior Settling Members and Aggrieved
8 Employees who participate in this Settlement from acting as a Representative on behalf of the State of California
9 in any future PAGA action for any claims for civil penalties under PAGA that were alleged in the Complaint. The
10 Aggrieved Employees and Prior Settling Members are bound by this settlement consistent with *Arias v. Superior*
11 *Court*, 46 Cal.4th 969 (2009) ("with respect to the recovery of civil penalties, nonparty employees as well as the
12 government are bound by the judgment in an action brought under the act..."). *Id.* at 986.

13 **G. Additional Settlement Terms and Conditions**

14 46. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement
15 Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after
16 arm's-length negotiations by experienced counsel with the assistance of the Mediator. The Parties further
17 acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult
18 with their counsel regarding the fairness and reasonableness of this Settlement.

19 47. Denial of Liability. The Parties expressly recognize that the making of this Settlement Agreement
20 does not in any way constitute an admission or concession of liability, culpability, negligence or wrongdoing on
21 the part of Defendant or any of the other Released Parties. The Parties hereto have entered into this Settlement
22 with the intention of avoiding further disputes and litigation with the attendant risk, inconvenience and expenses.
23 Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or
24 communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is
25 intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any
26 way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any
27 violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation
28 or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any court

1 proceeding that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any
2 orders or judgments of the Court entered into in connection therewith.

3 48. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced herein will
4 not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may
5 be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans,
6 vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this
7 Settlement Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee
8 may be entitled under any benefit plans.

9 49. No Tax Advice: Plaintiffs' Counsel and Defense Counsel do not intend this Settlement
10 Agreement to constitute legal or tax advice regarding any federal, state or local tax issue. To the extent that this
11 Settlement Agreement, or any of its Exhibits, are interpreted to contain or constitute advice regarding any federal,
12 state or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the
13 purpose of avoiding any tax liability or penalties. The tax issues for Plaintiffs and each Aggrieved Employee are
14 unique to him or her, and Plaintiffs and each Aggrieved Employee will be advised in the disbursement mailing to
15 obtain tax advice from his or her own tax advisor with respect to any payments resulting from this Settlement.

16 50. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they
17 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
18 any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released
19 and discharged.

20 51. Judgment and Continued Jurisdiction. After entry of the Settlement Approval order, the Court
21 will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the
22 terms of the Settlement, (ii) settlement administration matters, and (iii) such post-approval matters as may be
23 appropriate under court rules or as set forth in this Settlement.

24 52. Entire Agreement. This Settlement Agreement, including the Exhibits attached hereto,
25 constitutes the entirety of the Parties' settlement terms of the claims released herein. All prior or contemporaneous
26 agreements, understandings, representations and statements, whether oral or written and whether by a Party of
27 such Party's legal counsel, or the Mediator, are merged herein.

1 53. Amendment or Modification. This Settlement Agreement may be amended or modified only by
2 a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties.

3 54. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent
4 they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to
5 take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement
6 to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement
7 Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the
8 implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any
9 document needed to implement the Settlement, or on any supplemental provisions that may become necessary to
10 effectuate the terms of this Settlement, the Parties may seek the assistance of the Mediator or the Court to resolve
11 such disagreement.

12 55. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure
13 to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

14 56. California Law Governs. All terms of this Settlement Agreement and the Exhibits attached hereto
15 will be governed by and interpreted according to the laws of the State of California, regardless of its conflict of
16 laws.

17 57. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all
18 Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed
19 counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to
20 be one and the same instrument.

21 58. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement
22 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with
23 applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable, and
24 consistent with the intent of this Settlement Agreement based on the language and terms used herein.

25 59. Captions. The captions and section and paragraph numbers in this Settlement Agreement are
26 inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
27 provisions of this Settlement Agreement.
28

1 60. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or
2 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further
3 waiver by such Party of the same or any other condition, covenant, right or remedy.

4 61. Enforcement Action. In the event that one or more of the Parties institutes any legal action or
5 other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights
6 and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the
7 unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in
8 connection with any enforcement actions.

9 62. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions
10 of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against
11 one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being
12 recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the
13 preparation of this Settlement Agreement.

14 63. Representation By Counsel. The Parties acknowledge that they have been represented by counsel
15 throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement
16 Agreement has been executed with the consent and advice of counsel, and reviewed in full.

17 64. Binding Agreement. The Parties warrant that they understand and have full authority to enter
18 into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on
19 all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms,
20 notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

21 **PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS A GENERAL**
22 **RELEASE OF KNOWN AND UNKNOWN CLAIMS.**

23 **PLAINTIFF ACKNOWLEDGES AND AGREES THAT SHE HAS BEEN**
24 **ADVISED THAT THIS AGREEMENT IS A BINDING AND LEGAL**
25 **DOCUMENT. PLAINTIFF FURTHER AGREES THAT SHE HAS SOUGHT**
26 **LEGAL ADVICE REGARDING ALL ITS ASPECTS, AND THAT IN**
27 **EXECUTING THIS AGREEMENT PLAINTIFF HAS ACTED**
28 **VOLUNTARILY AND HAS NOT RELIED UPON ANY REPRESENTATION**
 MADE BY DEFENDANTS OR ANY OF ITS EMPLOYEES OR
 REPRESENTATIVES REGARDING THIS AGREEMENT'S SUBJECT
 MATTER AND/OR EFFECT. PLAINTIFF HAS READ AND FULLY

1 UNDERSTANDS THIS AGREEMENT AND VOLUNTARILY AGREE TO ITS
2 TERMS.

3 **AGREED AND UNDERSTOOD:**

4 **PLAINTIFF**

5
6 Dated: Apr 27, 2022


Dennis Campos (Apr 27, 2022 17:03 PDT)

Plaintiff Dennis Campos

9 **DEFENDANTS**

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11 NY SEB, INC. & SEB Services of New York, Inc

12 Dated: 4/26/22

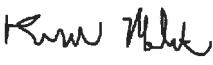

Robert DiNozzi, CEO

14 Dated: 4/26/22


Robert DiNozzi, Individually

17
18 WALGREEN CO.

19 Dated: 4/26/22

By: 

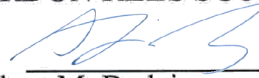
21 **APPROVED AS TO FORM:**

24 Dated: Apr. 27, 2022

25 **CLARK LAW GROUP**


R. Craig Clark
Alicja A. Urtnowski
Dawn M. Berry
Attorneys for Plaintiff

GORDON REES SCULLY MANSUKHANI, LLP



Robert M. Bodzin

Mollie M. Burks

Attorneys for Defendants

Dated: April 27, 2022

Exhibit A

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

DENNIS CAMPOS, Plaintiff

v.

NY SEB, INC., S.E.B. SERVICES OF NEW YORK, INC.,
ROBERT DINOZZI & WALGREEN CO.

**NOTICE OF PAGA SETTLEMENT AND
RELEASE**

To [NAME]:

The enclosed check is your share of a court-approved representative action settlement between Plaintiff Dennis Campos ("Plaintiff"), and Defendants NY SEB, INC., S.E.B. SERVICES OF NEW YORK, INC., ROBERT DINOZZI & WALGREEN CO. (collectively, "Defendants") filed in the Los Angeles Superior Court, Case No. 20STCV22642. Plaintiff filed a lawsuit against Defendants as the representative of the former employees of Defendants NY SEB, INC., S.E.B. SERVICES OF NEW YORK, INC. ("SEB Defendants") who were employed as non-exempt/hourly Security Officers and had the following job titles: (1) Unarmed Security Guard; (2) Armed Security Guard; (3) Armed Mobile Response Team Security Guard; (4) Unarmed Mobile Response Team Security Guard; (5) Store Detective. The SEB Defendants stopped providing Security Guard services on October 16, 2020. Plaintiff asserted claims against Defendants under California Labor Code § 2698 *et seq.*, also known as the Private Attorneys General Act ("PAGA"), based on the alleged failure by Defendants to provide meal periods and rest breaks, pay for all hours worked, provide itemized wage statements, pay for all sick leave, fail to maintain and provide a safe and healthful workplace, timely pay and timely final pay. Defendants deny that they violated the law in any way, but agreed to enter into a settlement to avoid the cost and disruption of litigation.

As a former employee of the SEB Defendants in California between June 4, 2019 and October 16, 2020, you are covered by this settlement. Per the Court's final judgment in this case, all people covered by the settlement are bound by the PAGA release of all claims alleging that Defendants failed to provide meal periods and rest breaks, pay for all hours worked, provide itemized wage statements, pay for all sick leave, maintain and provide a safe and healthful workplace, timely pay and timely final pay between June 4, 2019 and October 16, 2020. This means that you are not able to pursue a PAGA lawsuit against Defendants based on such claims.

The enclosed check is your share of the settlement. The payment amount was calculated based on the number of pay periods you worked for the SEB Defendants between June 4, 2019 and October 16, 2020. Because this calculation was approved by the Court, the amount of your payment is final and cannot change. Enclosed with your check is an IRS Form 1099. Please note that no taxes were withheld from your payment, so it will be your responsibility to pay any taxes that may be due. Further, you are bound by the settlement and release of claims based on the Court's final judgment whether or not you cash or deposit the enclosed check.

If you have any questions or would like more information about the settlement or this lawsuit, you may contact the Claims Administrator, ILYM Group, Inc. at 1-888-250-6810, 14751 Plaza Drive, Suite J, Tustin CA 92780.

Exhibit B

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

DENNIS CAMPOS, as an individual, on behalf
of himself, and all persons similarly situated,

Plaintiff,

vs.

NY SEB, INC., a New York corporation; S.E.B.
SERVICES OF NEW YORK, INC., a New York
corporation; ROBERT DINOZZI, an Individual;
WALGREEN CO., an Illinois corporation; and
DOES 1 to 10 inclusive,

Defendants.

) Case No. 20STCV22642
)
) [Assigned to Hon. William F. Highberger]
)
) **[PROPOSED] JUDGMENT AND**
) **ORDER GRANTING PLAINTIFF'S**
) **UNOPPOSED MOTION FOR COURT**
) **APPROVAL OF PAGA SETTLEMENT**
) Action Filed: June 11, 2020
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- 1 6. The Enhancement Award payment to Plaintiff in the amount of \$4,500 is APPROVED as
2 fair, adequate and reasonable, and Defendants are ordered to carry out the payment as set
3 forth in the Settlement Agreement.
- 4 7. The remaining class claims are hereby ordered dismissed without prejudice as set forth in
5 the Settlement Agreement;
- 6 8. The Action and the PAGA Released Claims alleged therein are hereby ordered dismissed
7 with prejudice; however, if Defendants fail to make the payment(s) under the Settlement
8 Agreement, the Action shall be reinstated *nunc pro tunc*.
- 9 9. The Court shall retain jurisdiction over this matter until advised that full and final
10 performance of all terms and conditions of the Settlement Agreement have been satisfied.

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12
13 **IT SO ORDERED.**

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16 Dated: _____, 2022

17 Hon. William F. Highberger
18 Judge of the California Superior Court
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