

EXHIBIT A

COUNSELONE, PC
Anthony J. Orshansky, Bar No. 199364
Justin Kachadoorian, Bar No. 260356
9301 Wilshire Boulevard, Suite 650
Beverly Hills, CA 90210
Tel: +1.310.277.9945
Fax: +1.424.277.3727
anthony@counselonegroup.com
justin@counselonegroup.com

Attorneys for Plaintiff
BRYAN A. RODRIGUEZ

MORGAN, LEWIS & BOCKIUS LLP
Kathy H. Gao, Bar No. 259019
300 South Grand Avenue
Twenty-Second Floor
Los Angeles, CA 90071-3132
Tel: +1.213.612.2500
Fax: +1.213.612.2501
kathy.gao@morganlewis.com

MORGAN, LEWIS & BOCKIUS LLP
Linda Z. Shen, Bar No. 294039
2049 Century Park East, Suite 700
Los Angeles, CA 90067
Tel: +1.310.907.1000
Fax: +1.310.907.1001
linda.shen@morganlewis.com

Attorneys for Defendant
G2 SECURE STAFF, L.L.C.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

BRYAN A. RODRIGUEZ, on behalf of
himself and others similarly situated,

Plaintiff,

v.

G2 SECURE STAFF, L.L.C., a Texas
limited liability company; and DOES 1
through 100,

Defendants.

Case No. 2:20-cv-07589-GW-PLA

Assigned to the Hon. George H. Wu

**JOINT STIPULATION OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

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This Joint Stipulation of Class and Representative Action Settlement is made and entered into between Plaintiff Bryan Rodriguez (“Plaintiff” or “Class Representative”), on behalf of himself and as a representative of the Settlement Class (as defined below) and Defendants G2 Secure Staff, L.L.C. (“Defendant”) (Plaintiff and Defendant hereinafter are collectively referred to as the “Parties”) who are parties to the above-captioned litigation.

1. THE CONDITIONAL NATURE OF THIS STIPULATION

1.1. This Joint Stipulation of Class Action Settlement (herein “Stipulation” or “Settlement”) and all associated exhibits or attachments is made for the sole purpose of settling the above-captioned action. This Stipulation and the settlement it evidences is made in compromise of disputed claims. Because this action is being settled in part as a class action (“Class Settlement”), this settlement must receive preliminary and final approval by the Court. Fed. R. Civ. Proc. 23(e). The settlement of the representative claims (“PAGA Settlement”) under the Private Attorneys General Act (“PAGA”) is also subject to Court approval. Cal. Lab. Code § 2699(1)(2). Accordingly, the Settling Parties (as defined in Section 2.31) enter into this Stipulation and associated settlement on a conditional basis. If the Court does not enter the Order of Final Approval, the proposed Judgment does not become a Final Judgment for any reason, this Stipulation shall be deemed null and void *ab initio*, it shall be of no force or effect whatsoever, it shall not be referred to or utilized for any purpose whatsoever, and the negotiation, terms and entry of the Stipulation shall remain subject to the provisions of Federal Rules of Evidence 408 and California Evidence Code sections 1119 and 1152, and any other analogous rules of evidence that are applicable.

1.2. Defendant denies all claims as to liability, damages, penalties, interest, fees, and restitution, and all other forms of relief as well as the class and representative allegations asserted in the Action, as that term is defined in Section 2.1. Defendant has agreed to resolve the Action via this Stipulation, but to the extent this Stipulation is

deemed void or the Final Judgment does not occur, Defendant does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations in the Action upon all procedural and factual grounds, as well as asserting any and all other potential defenses or privileges. Class Counsel and Class Representative (as defined in Sections 2.3 and 2.7, respectively) agree that Defendant retains and reserves these rights, and agree not to argue or present any argument, and hereby waive any argument that, based on this Stipulation, Defendant cannot assert any and all potential defenses and privileges if the Action were to proceed.

2. DEFINITIONS

The following terms, when used in this Stipulation, shall have the following meanings:

2.1. “Action” means the above captioned action, identified as *Bryan A. Rodriguez v. G2 Secure Staff, L.L.C. et al.*, United States District Court, Central District of California Case No. 2:20-cv-07589-GW-PLA.

2.2. “Class” means all current and former non-exempt individuals who were employed by Defendant G2 Secure Staff, L.L.C. in California at any time from October 9, 2016 through the Preliminary Approval Date (as defined below) of the Settlement.

2.3. “Class Counsel” means CounselOne P.C.

2.4. “Class Data” means the following information in Excel spreadsheet format provided by Defendant to the Settlement Administrator (as defined below): the full names, social security numbers, and last known addresses of each Class Member, and each Class Member’s dates of employment with Defendant.

2.5. “Class Member” means each person eligible to participate in this Settlement who is a member of the Class defined above.

2.6. “Class Period” or “Settlement Period” mean the time period from October 9, 2016 through the Preliminary Approval Date.

2.7. “Class Representative” means Plaintiff Bryan A. Rodriguez.

2.8. “Class Representative’s Released Claims” means any and all causes of action, claims, and/or grievances arising out of or relating to Plaintiff’s employment or the end of his employment with Defendant G2 Secure Staff, L.L.C. or any post-termination claims relating to the Releasees (as defined below) that Class Representative has or may have against the Releasees (as defined below) including, but not limited to, the Released Claims, and all known and unknown claims, including any wage and hour claims, claims under California Business & Professions Code section 17200 *et seq.*, claims under the Fair Labor Standards Act (“FLSA”), claims under the California Labor Code including, but not limited to, section 2699 *et seq.*, and all claims for regular pay, premium pay, overtime pay, reporting time pay, minimum wages, final pay, failure to provide meal and rest periods, failure to pay premium pay (at the correct rate, in part, or at all) for unprovided meal and rest periods, reimbursement of business expenses, statutory and civil penalties, liquidated damages, and interest, and all other claims under state, federal, and local laws, as well as the common law, including laws related to discrimination, harassment, or retaliation, and shall include a waiver of California Civil Code section 1542. Class Representative further covenants that he will not become a member of any other legal actions against the Releasees asserting Class Representative’s Released Claims, and will opt out of any such actions if necessary. This is intended to cover all claims that were or could have been alleged against Defendant in the Action.

2.9. “Complaint” means the complaint filed in the Action.

2.10. “Court” shall mean the United States District Court, Central District of California.

2.11. “Defendant’s Counsel” means Morgan, Lewis & Bockius LLP.

2.12. “Final Approval Date” means the date on which the Court enters the Order of Final Approval and Judgment.

2.13. “Final Approval Hearing” means a hearing set by the Court for the purpose of: (i) determining the fairness, adequacy, and reasonableness of the Stipulation terms and associated Settlement pursuant to class action procedures and requirements;

- 1 (ii) determining the amount of the award of attorneys' fees and costs to Class Counsel;
2 (iii) determining the amount of the Service Payment to Class Representative; and
3 (iv) entering the Order of Final Approval of the Settlement and Judgment.

4 2.14. "Final Judgment" means the latest of the following dates: (i) if no Class
5 Member files an objection to the Settlement, or if a Class Member files an objection to the
6 Settlement which is subsequently withdrawn by the Class Member, then the date the Court
7 enters an Order of Final Approval of the Settlement and Judgment; (ii) if a Class Member
8 files an objection to the Settlement, then after the applicable date for seeking appellate
9 review of the Court's Order of Final Approval of the Settlement has passed, assuming no
10 appeal or request for review is filed; and (iii) if an appeal is filed, the final resolution of
11 that appeal (including any requests for rehearing and/or petitions for review) resulting in
12 the final judicial approval of the Settlement. Notwithstanding the foregoing, any
13 proceeding, order, or appeal pertaining solely to the award of attorneys' fees or costs or
14 Service Payment shall not by itself in any way delay or preclude the Judgment from
15 becoming a Final Judgment.

16 2.15. "Funding Date" shall be ten (10) business days following Defendant's receipt
17 of electronic wiring instructions from the Settlement Administrator after Final Judgment.

18 2.16. "Gross Settlement Amount" or "GSA" is the sum of Five Hundred Fifty-Five
19 Thousand Dollars (\$555,000), which represents the non-reversionary amount payable in
20 this Settlement by Defendant, which includes attorneys' fees and costs, costs of settlement
21 administration by the Settlement Administrator, the Service Payment to Class
22 Representative, payment in the total amount of \$50,000 for Private Attorneys General Act
23 ("PAGA") penalties (75% of which will be paid to the Labor & Workforce Development
24 Agency ("LWDA"), and 25% will be included in the amount allocated to the Settlement
25 Class), and the amounts payable to the Settlement Class. The employer's share of payroll
26 taxes on any portion of the Settlement that is allocated as wages will be paid by
27 Defendants in addition to the GSA.
28

1 2.17. “Judgment” means the judgment to be executed and filed by the Court
2 pursuant to this Stipulation along with the Order Granting Final Approval of the
3 Settlement.

4 2.18. “Net Settlement Amount” or “NSA” is the portion of the Gross Settlement
5 Amount eligible for distribution of Settlement Payments to Settlement Class Members and
6 shall be the amount remaining after deduction of Class Counsel’s attorneys’ fees and
7 litigation costs, the Service Payment to the Class Representative, the Settlement
8 Administrator’s costs, and the payment to the LWDA for PAGA penalties.

9 2.19. “Notice of Settlement” shall mean the document attached hereto as Exhibit
10 A.

11 2.20. “Participating Class Member” shall mean Settlement Class Members (*i.e.*,
12 Class Members who do not validly opt out of the Settlement) and whose Notice of
13 Settlement is not returned as undeliverable.

14 2.21. “Preliminary Approval Date” means the date the Court approves this
15 Stipulation, and the exhibits thereto, and enters an Order providing for mailing of the
16 Notice of Settlement to Class Members, an opportunity to submit timely objections to the
17 Settlement, and setting a hearing on the fairness of the terms of Settlement, including
18 approval of the Service Payment, attorneys’ fees, and costs.

19 2.22. “Qualified Settlement Fund” or “QSF” mean the fund established by the
20 Settlement Administrator for the benefit of Participating Class Members and from which
21 the Settlement Payments shall be paid.

22 2.23. “Released Claims” shall mean the following:

- 23 • For the period from October 9, 2016 through the Preliminary Approval
24 Date, any and all known and unknown claims which have been or
25 could have been pled against the Releasees (as defined below) relating
26 to the failure to provide meal periods or to pay any related premium
27 pay (at the correct rate, in part, or at all), including any claims pursuant
28 to or predicated on California Labor Code sections 226.7, 512, 558, the

applicable wage order(s), and California Business & Professions Code section 17200 *et seq.*;

- For the period from July 18, 2019 through May 15, 2020, any and all known and unknown claims pursuant to PAGA (Labor Code section 2698 *et seq.*) which have been or could have been pled against the Releasees relating to the failure to provide meal periods or to pay any related premium pay (at the correct rate, in part, or at all), and/or failure to reimburse for business expenses, including any claims pursuant to or predicated on California Labor Code sections 226.7, 512, 558, 2800, 2802, and/or the applicable wage order(s); and
- For the period from May 16, 2020 through the Preliminary Approval Date, any and all known and unknown claims which have been or could have been pled against the Releasees pursuant to PAGA (Labor Code section 2698 *et seq.*) relating to violations of California Labor Code sections 201-204, 201.3, 223, 226, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, applicable wage order(s), failure to pay regular, overtime, minimum, or final wages, failure to pay reporting time pay, failure to provide meal and rest periods, failure to pay premium pay (at the correct rate, in part, or at all) for unprovided meal and rest periods, failure to provide accurate itemized wage statements, and failure to reimburse business expenses, claims for penalties, interest, and/or attorneys' fees and costs.

In addition, all Class Members who cash their settlement check will release the Releasees from any and all claims for violation of the FLSA during the Class Period.

2.24. "Releasees" means Defendant G2 Secure Staff, L.L.C. and each of its past, present and/or future, direct and/or indirect, parent companies, subsidiaries, affiliates, divisions, predecessors and successors, and each of these entities' past, present, and/or future officers, directors, owners, employees, agents, representatives, attorneys, insurers,

partners, investors, shareholders, trustees, fiduciaries, administrators, and/or assigns.

2.25. “Service Payment” means the amount approved by the Court, not to exceed \$7,500, to be paid to Class Representative in recognition of his efforts and time on behalf of the Class and as consideration for a full, general, and comprehensive release and Civil Code section 1542 waiver of the Class Representative’s Released Claims.

2.26. “Settlement Administrator” shall be CPT Group, Inc.

2.27. “Settlement Administrator Costs” shall mean the amount approved by the Court to be paid to the Settlement Administrator as described in Section 6.5.

2.28. “Settlement Class” shall mean all Settlement Class Members, all of whom will become bound by the Judgment if the Final Judgment occurs.

2.29. “Settlement Class Member” means each person who is a member of the Class defined above and who did not submit a timely and valid Request for Exclusion (as defined below).

2.30. “Settlement Payment” means the amount due each Settlement Class Member under the terms of this Stipulation and as calculated by the Settlement Administrator pursuant to Section 6.6.

2.31. “Settling Parties” shall mean Plaintiff and Defendant.

2.32. “Stipulation” or “Settlement” shall mean this Joint Stipulation of Class and Representative Action Settlement, signed by the Parties and their respective counsel.

3. DESCRIPTION OF THE LITIGATION

3.1. Plaintiff is a former employee who worked for Defendant G2 Secure Staff, L.L.C. in California in 2019. On July 27, 2020, Plaintiff filed a class and representative action complaint in the Los Angeles County Superior Court alleging: (1) failure to pay minimum wages; (2) failure to pay all overtime wages; (3) meal period liability; (4) rest break liability; (5) failure to provide reporting-time pay; (6) failure to reimburse for business expenses; (7) failure to provide accurate itemized wage statements; (8) failure to pay all wages owed timely and upon separation of employment; (9) violation of Labor Code § 1174(d); (10) violation of Business & Professions Code §§ 17200, *et seq.*; and

(11) penalties pursuant to Labor Code § 2699. On July 18, 2020, prior to filing his Complaint, Plaintiff sent a letter to the LWDA providing notice under PAGA of the alleged violations that were pled in his Complaint. On August 20, 2020, Defendant removed the Action to the United States District Court, Central District of California. In connection with the Parties' assessment and evaluation of the Action, the Parties exchanged formal discovery, including documents and information.

3.2. The prior class and representative action settlement in *Marshall v. G2 Secure Staff, L.L.C.*, Los Angeles County Superior Court Case No. BC541579, serves to bar all of Plaintiff's asserted class and representative action claims for all "persons employed by [Defendant G2 Secure Staff, L.L.C.] in hourly or non-exempt positions within the State of California from April 3, 2010 through October 8, 2016," with the exception of Plaintiff's class and representative claims for failure to reimburse for business expenses.

Additionally, the prior class and representative action in *Heaggans v. G2 Secure Staff, L.L.C. et al.*, United States District Court, Central District of California Case No. 2:17-cv-09206-GW-PLA, serves to bar all of Plaintiff's asserted class and representative action claims for all non-exempt individuals employed by Defendant G2 Secure Staff, L.L.C. at any time from October 9, 2016 through May 15, 2020, with the exception of Plaintiff's class and representative claims for meal periods and failure to reimburse for business expenses.

3.3. On August 26, 2021, the Parties participated in a full-day private mediation with third-party neutral Lisa Klerman. At the mediation, the Parties negotiated to resolve Plaintiff's claims on a class and PAGA representative basis, and agreed to entertain a mediator's proposal at the conclusion of mediation. The Parties subsequently accepted the mediator's proposal on September 10, 2021. At all times, the Parties' settlement negotiations have been non-collusive, adversarial, and at arm's length. The Parties agree that the above-described investigation and evaluation, as well as discovery and the information exchanged during the settlement negotiations, are more than sufficient to assess the merits of the Parties' respective positions and to compromise the issues on a fair

1 and equitable basis.

2 3.4. Contemporaneous with the filing of this Stipulation seeking court approval of
3 the Settlement, Class Counsel shall notify the LWDA of this Settlement pursuant to Labor
4 Code section 2699(1)(2), and otherwise comply with the provisions of Labor Code section
5 2699(1).

6 **4. DEFENDANT'S DENIAL OF WRONGDOING OR LIABILITY**

7 Defendant specifically and generally denies any and all liability or wrongdoing of
8 any kind with regard to any and all of the claims alleged, and makes no concessions or
9 admissions of liability of any kind. Defendant makes no concessions or admissions that
10 class or representative action treatment is appropriate, warranted, or manageable.
11 Defendant additionally maintains that for any purpose other than Settlement, the Action is
12 not appropriate for class or representative action treatment. Neither this Stipulation, nor
13 any document referred to in it, nor any actions taken pursuant to this Stipulation, is or
14 should be construed as an admission by Defendant of any fault, wrongdoing, or liability
15 whatsoever. There has been no determination by any agency or court as to the merits of
16 the claims asserted by Plaintiff against Defendant. Nonetheless, Defendant has concluded
17 that further conduct of the Action would be protracted, and expensive, and that it is
18 desirable that the Action be fully and finally settled in the manner and upon the terms and
19 conditions set forth in this Stipulation. Defendant has also taken into account the
20 uncertainty and risks inherent in any litigation. Defendant has therefore determined that it
21 is desirable and beneficial to it to settle the Action in the manner and upon the terms and
22 conditions set forth in this Stipulation.

23 Defendant further contends that some or all of the claims alleged in the Action are
24 subject to individual arbitration as to Class Members under enforceable arbitration
25 agreements, many containing class action waivers. By entering into this Settlement on a
26 class and representative basis, Defendant in no way waives its ability to seek to enforce
27 arbitration agreements in the future in the Action (if this Settlement does not receive final
28 approval and/or there is no Final Judgment), or in any other actions or proceedings.

1 **5. BENEFITS OF THE SETTLEMENT TO THE CLASS AND DEFENDANT**

2 5.1. Class Counsel have diligently pursued an investigation of Plaintiff's claims
3 against Defendant. Based on their own independent investigation and evaluation, Class
4 Counsel are of the opinion that settlement with Defendant for the consideration and on the
5 terms set forth in this Settlement is fair, reasonable, and adequate, and is in the best
6 interest of the Class in light of all known facts and circumstances, including the risk of
7 significant delay and uncertainty associated with litigation, various factual and legal
8 defenses asserted by Defendant including the existence of a class action waiver in
9 arbitration agreements with many Class Members, the risk that the Class would not be
10 certified if Defendant opposed certification, and the risk that a court would find that a
11 PAGA trial would not be manageable. In addition to the above, Class Counsel has
12 weighed the monetary benefit provided by the Settlement to the Class against the expenses
13 and length of continued proceedings that would be necessary to prosecute the Action
14 against Defendant through further litigation, trial, and possible appeals. Therefore, Class
15 Counsel has determined that the settlement set forth in this Stipulation is in the best
16 interests of the Class.

17 5.2. Defendant and Defendant's Counsel also agree that the Settlement is fair and
18 reasonable given the uncertainty and risks and costs of further litigation because
19 Defendant has concluded that further conduct of the Action would be protracted,
20 distracting, and expensive, and that it is desirable that the Action be fully and finally
21 settled in the manner and upon the terms and conditions set forth in this Stipulation.
22 Defendant has therefore determined that it is desirable and beneficial to it to settle the
23 Action in the manner and upon the terms and conditions set forth in this Stipulation.

24 5.3. It is the Parties' intention that this Settlement shall constitute a full and
25 complete settlement and release of any and all Released Claims against any and all
26 Releasees.
27
28

1 **6. OPERATIVE TERMS OF THE CLASS ACTION SETTLEMENT**

2 The Parties stipulate to the conditional certification of the Class as defined herein
 3 for settlement purposes only. As set forth in Sections 7.3.3 to 7.3.5, this provision is void
 4 and all terms of this Settlement are void if this Settlement is not approved by the Court.
 5 The Parties further stipulate that, for settlement purposes only, CounselOne, P.C. may be
 6 appointed Class Counsel and that Plaintiff may be appointed Class Representative.
 7 Defendant's stipulation to this Settlement class shall not be construed as an admission or
 8 acknowledgement of any kind that any class should be certified or given representative
 9 action treatment for any purpose other than settlement.

10 Additionally, the Parties to the Action agree as follows:

11 **6.1. Gross Settlement Amount**

12 Defendant shall pay the Gross Settlement Amount ("GSA") of Five Hundred
 13 Fifty-Five Thousand Dollars (\$555,000) to resolve the Action on a class and
 14 representative action basis, as more fully described below. The GSA includes attorneys'
 15 fees and costs in the amount of \$185,000 for fees (approximately 33 $\frac{1}{3}$ % of the GSA) and
 16 costs not to exceed \$15,000, costs of settlement administration by the Settlement
 17 Administrator (estimated to be approximately \$40,000), the Service Payment to the Class
 18 Representative (not to exceed \$7,500), payment in the amount of \$50,000 for PAGA
 19 penalties (75% of which will be paid to the LWDA, and 25% will be included in the
 20 amount allocated to the Settlement Class), and the amounts payable to the Settlement
 21 Class. The employer's share of payroll taxes on any portion of the Settlement that is
 22 allocated as wages will be paid by Defendant in addition to the GSA.

23 **6.2. Class Representative's Service Payment**

24 The Class Representative's Service Payment will, subject to Court approval,
 25 be in an amount not to exceed \$7,500. Because the Service Payment represents payment
 26 to the Class Representative for service to the Class Members and consideration for the
 27 General Release, taxes will not be withheld from the Service Payment. The Settlement
 28 Administrator will report the Service Payment on an IRS Form 1099, and any other

1 required tax forms, and will provide said form(s) to the Class Representative and to the
 2 pertinent taxing authorities as required by law. The Class Representative assumes full
 3 responsibility for paying all taxes, federal and state, if any, due as a result of the Service
 4 Payment and agrees to indemnify Defendant for any such taxes owed by him. Any
 5 amount of the Class Representative's Service Payment that is not awarded by the Court
 6 shall be added to the NSA. Class Representative shall also be entitled to recover his
 7 proportionate share of the NSA.

8 6.3. Attorneys' Fees and Costs

9 Class Counsel shall apply to the Court for an award of reasonable attorneys'
 10 fees and costs in the amount of \$185,000 for fees (approximately 33 $\frac{1}{3}$ % of the GSA) and
 11 costs not to exceed \$15,000. Defendant will not oppose Class Counsel's request for
 12 attorneys' fees and costs in accordance with the terms of this provision. In the event the
 13 Court awards less than the amount of requested fees and/or costs, any unapproved or
 14 unrequested amounts shall be added to the NSA for distribution as Settlement Payments to
 15 Class Members who are eligible to receive Settlement Payments from the NSA.

16 6.4. Payment to the LWDA for PAGA Penalties

17 \$50,000 of the GSA will be allocated to alleged PAGA penalties. Subject to
 18 court approval, the Settlement Administrator will pay 75% of this amount (*i.e.*, \$37,500)
 19 to the LWDA for its share of the alleged PAGA penalties and 25% (*i.e.*, \$12,500) will be
 20 included in the amount allocated to the Class Members (as defined below). If the Court
 21 orders that a larger amount be paid for PAGA penalties, this amount will be paid out of
 22 the GSA, thereby reducing the NSA.

23 6.5. Settlement Administrator

24 6.5.1. The Settlement Administrator shall be CPT Group, Inc. The fees and
 25 expenses reasonably incurred by the Settlement Administrator as a result of the
 26 procedures and processes expressly required by this Stipulation (the "Settlement
 27 Administration Costs") shall be paid out of the GSA, estimated to be \$40,000. The
 28 Settlement Administration Costs shall include: all costs of administering the Settlement,

1 including, but not limited to, all tax document preparation, custodial fees, and accounting
2 fees incurred by the Settlement Administrator; all costs and fees associated with
3 preparing, issuing and mailing any and all notices and other correspondence to Class
4 Members; all costs and fees associated with communicating with Class Members, Class
5 Counsel, and Defendant's Counsel; all costs and fees associated with computing,
6 processing, reviewing, and paying the Settlement Payments, and resolving disputed
7 claims; all costs and fees associated with calculating tax withholdings and payroll taxes,
8 including making related payments to federal and state tax authorities, and issuing tax
9 forms relating to payments made under the Settlement; all costs and fees associated with
10 preparing any tax returns and any other filings required by any governmental taxing
11 authority or agency; all costs and fees associated with preparing any other notices, reports,
12 or filings to be prepared in the course of administering Settlement Payments; and any
13 other costs and fees incurred and/or charged by the Settlement Administrator in
14 connection with the execution of its duties under this Stipulation.

15 6.5.2. The Parties agree that the Settlement Administrator shall establish a
16 Qualified Settlement Fund ("QSF") that is intended to be pursuant to Section 468B of the
17 Code and Treas. Reg. §1.468B-1, 26 CFR § 1.468B-1 *et seq.*, and will be administered by
18 the Settlement Administrator as such. With respect to the QSF, the Settlement
19 Administrator shall: (1) open and administer a settlement account in such a manner as to
20 qualify and maintain the qualification of the QSF as a "Qualified Settlement Fund" under
21 Section 468B of the Code and Treas. Reg. §1.468B-1; (2) satisfy all federal, state and
22 local income and other tax reporting, return, and filing requirements with respect to the
23 QSF; and (4) satisfy out of the QSF all fees, expenses, and costs incurred in connection
24 with the opening and administration of the QSF and the performance of its duties and
25 functions as described in this Agreement. The aforementioned fees, costs, and expenses
26 shall be treated as and included in the costs of administering the QSF and as Settlement
27 Administration Costs.

6.5.3. The actions of the Settlement Administrator shall be governed by the terms of this Stipulation and any Orders from the Court.

6.5.4. In the event that either Defendant's Counsel or Class Counsel takes the position that the Settlement Administrator is not acting in accordance with the terms of the Stipulation, such Party shall meet and confer first with opposing counsel and/or, if necessary, with the Settlement Administrator or the Court to attempt to resolve the issue.

6.6. Calculation of Settlement Payments

6.6.1. Class Members, PAGA Members. Each Class Member's eligibility to receive a Settlement Payment will be determined by whether they qualify as a PAGA Member in addition to being a Class Member.

6.6.2. A Class Member qualifies to be a PAGA Member if he or she is a current or former non-exempt individual who was employed by Defendant G2 Secure Staff, L.L.C. in California at any time from July 18, 2019 through the Preliminary Approval Date.

6.6.3. The NSA will be allocated as follows: \$12,500 to the PAGA Members ("PAGA Fund") and the remainder to the Settlement Class ("Class Fund"). Unless otherwise specified, the Settlement Administrator will perform the calculations for Settlement Payments.

6.6.4. Settlement Payments will be calculated according to the below:

a. Settlement Payments for Class Members from the Class Fund:

The Settlement Administrator shall divide the Class Fund by the number of Participating Class Members to determine each Participating Class Member's individual share of the Class Fund.

b. Settlement Payments for PAGA Members from the PAGA

Fund: The Settlement Administrator shall divide the PAGA Fund by the number of PAGA Members to determine each PAGA Member's individual share of the PAGA Fund.

1 c. Total Settlement Payment: A Class Member's "Total Settlement
2 Payment" will be the total of the Class Member's individual share of the Class Fund and,
3 if applicable, their individual share of the PAGA Fund.

4 d. As to a Class Member who opts out of the Settlement by
5 submitting a valid Request for Exclusion (as defined below), the Class Member's Total
6 Settlement Payment will not be paid to the Class Member and will be added to the
7 applicable source fund(s) – *i.e.*, Class Fund and/or PAGA Fund, as applicable – and re-
8 distributed among eligible Participating Class Members on a pro-rata basis who are
9 receiving a payment from the applicable source fund(s).

10 6.6.5. The Parties recognize that the Settlement Payments to be paid to
11 Participating Class Members reflect settlement of a bona fide dispute over claimed wages,
12 statutory and civil penalties, and other alleged damages. The Settlement Administrator
13 shall issue the appropriate tax forms relating to Settlement Payments made to Participating
14 Class Members (if any) as required by federal, state, and local law. The Settlement
15 Payments to Class Members are allocated as follows: (1) Settlement Payment from the
16 Class Fund as 25% wages subject to withholdings and 75% non-wage amounts paid for
17 Class Members' releases, penalties and interest; and (2) Settlement Payment from the
18 PAGA Fund as non-wage penalties.

19 6.6.6. Participating Class Members will be responsible for paying all other
20 local, state, and federal taxes due on their Settlement Payments. Other than as set forth
21 above, the Settlement Administrator will not make any deductions, withholdings, or
22 additional payments, including without limitation, medical or other insurance payments or
23 premiums, employee 401(k) contributions or matching employer contributions, wage
24 garnishments to extent permitted by law, or charity withholdings, from or with respect to
25 the payments to Class Members, and entry of the Order of Final Approval by the Court
26 shall be deemed authority not to make any such deductions, withholdings, or additional
27 payments.
28

6.6.7. Neither the Settlement nor any amounts paid under the Settlement will modify any previously credited hours or service under any employee and/or agent benefit plan, policy, or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendant's sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Stipulation shall not be applied retroactively, currently, or on a going-forward basis, as salary, earnings, wages, pensionable earnings, eligible commissions, or any other form of compensation for the purposes of the Releasees' benefit plans, policies, or bonus programs. The Releasees retain the right to modify the language of their benefit plans, policies, and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement are not for "hours worked," "hours paid," "hours of service," "service," "vesting service," or any similar measuring term as defined by applicable plans, policies, and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Stipulation.

6.7. Releases

6.7.1. Upon Final Judgment, each Settlement Class Member shall be deemed to have fully, finally, and forever released the Releasees from all Released Claims through the Preliminary Approval Date. These releases will take effect whether or not a Participating Class Member cashes or deposits any check for the Participating Class Member's Total Settlement Payment.

6.7.2. Also upon Final Judgment, and subject to receiving a Service Payment of up to Seven Thousand Five Hundred Dollars (\$7,500), the Class Representative shall be deemed to have fully, finally, and forever released Releasees from all of the Class Representative's Released Claims through the Final Approval Date. In addition, the Class Representative shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits he may otherwise have had

relating to the Class Representative's Released Claims pursuant to Section 1542 of the California Civil Code, which provides as follows:

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

6.7.3. The above releases given are conditional and shall only take effect unconditionally upon Final Judgment.

7. NOTICE TO CLASS AND SETTLEMENT PROCEDURE

7.1. Preliminary Approval

Class Counsel shall submit to the Court this Joint Stipulation, and exhibits thereto, for preliminary approval by the Court. Class Counsel will prepare and file the Preliminary Approval motion papers, but will send the Preliminary Approval motion papers to Defendant's counsel for their review, comment, and approval at least one week prior to their filing. The Court's preliminary approval of this Settlement shall be embodied in an order preliminarily approving the Settlement (*see* Exhibit B), and providing for the Notice of Settlement (*see* Exhibit A) to be mailed to the Class Members, and which will also set the date for the Final Approval Hearing.

7.2. Notice of Settlement

7.2.1. Within fifteen (15) business days following the Preliminary Approval Date, Defendant will send to the Settlement Administrator the Class Data. Upon receipt of the Class Data, the Settlement Administrator shall check the names of Class Members with the U.S. Postal Service National Change of Address Database and update any addresses with any new information found regarding the location of those Class Members. The Settlement Administrator will update the Class Data with the new contact information found pursuant to its obligations in this paragraph, or based on information provided by Class Members during the claims process. The Class Data shall be used by the Settlement Administrator solely for the purpose of administering the Settlement. The Class Data shall be kept confidential by the Settlement Administrator and none of its contents shall be disclosed, shared with, or communicated to Class Counsel.

1 7.2.2. Within fifteen (15) business days of receiving the Class Data from
2 Defendant, the Settlement Administrator will send via first class mail the Notice of
3 Settlement approved by the Court to the Class Members using the Class Data Defendant
4 provided to the Settlement Administrator as updated by the Settlement Administrator as
5 described in Section 7.2.1 above.

6 7.2.3. If any Notices of Settlement are returned to the Settlement
7 Administrator as undeliverable, the Settlement Administrator shall run a skip-trace in an
8 effort to attempt to ascertain the current address of the Class Member. If such address is
9 ascertained, the Settlement Administrator shall re-mail the Notice of Settlement within ten
10 (10) calendar days. If alternative addresses are obtained for a Class Member, the
11 Settlement Administrator shall send the Notice of Settlement to up to three (3) alternative
12 addresses.

13 7.2.4. Class Members, except Plaintiff, will have forty-five (45) calendar
14 days from the date of mailing the Notices of Settlement within which to file an objection
15 to the Settlement. To object, a Class Member must send to the Settlement Administrator a
16 written objection as set forth in the Notice of Settlement, and provide notice of any intent
17 to appear at the Final Approval Hearing. Plaintiff cannot object to the Settlement.
18 Plaintiff and Class Counsel agree that they will not solicit, encourage, or advise any
19 individual to object to the Settlement.

20 7.2.5. Class Members, except Plaintiff, will have forty-five (45) calendar
21 days from the date of mailing the Notices of Settlement within which to opt out of and be
22 excluded from the Settlement. To opt out, a Class Member must submit a written request
23 to opt out of the Settlement Administrator (“Request for Exclusion”) within this 45-day
24 deadline. Written requests to opt out from the Settlement that are post-marked after this
25 45-day deadline will be rejected, and Class Members submitting untimely requests to opt
26 out shall be bound by the Settlement and its releases and will be Participating Class
27 Members for settlement distribution purposes unless this Court orders that the request to
28 opt out is a valid Request for Exclusion. A Class Member who submits a valid Request

1 for Exclusion will not participate in or be bound by the Settlement and the Judgment,
 2 except that a Class Member who also qualifies as a PAGA Member will still be paid their
 3 individual share of the PAGA Fund and will remain bound by the Released Claims with
 4 respect to any and all released PAGA claims regardless of their Request for Exclusion
 5 and/or whether they cash their check for their individual share of the PAGA Fund.

6 7.3. Final Approval

7 7.3.1. Prior to the Final Approval Hearing, Plaintiff will move the Court for
 8 entry of the Order of Final Approval (and associated entry of Judgment): (a) finally
 9 approving the Class Settlement as fair and adequate; (b) approving the PAGA Settlement;
 10 (c) approving Class Counsel's application for an award of attorneys' fees and costs;
 11 (d) approving the Class Representative's application for a Service Payment; (e) approving
 12 the payment of reasonable Settlement Administration Costs; and (f) releasing and barring
 13 any further Released Claims by Class Members. The Parties and their counsel shall make
 14 all reasonable efforts to secure entry of the Order of Final Approval and Judgment. The
 15 Motion for Final Approval, proposed Order of Final Approval, and the associated
 16 proposed Judgment shall be sent to Defendant's counsel for review, comment, and
 17 approval at least ten (10) business days before their filing with the Court in connection
 18 with the Final Approval Hearing.

19 7.3.2. Prior to the Final Approval Hearing, concurrent with or prior to the
 20 filing of the Motion for Final Approval, Class Counsel shall file a Motion for Approval of
 21 Attorneys' Fees and Costs and seeking the proposed Service Payment to the Class
 22 Representative as set forth in the Stipulation. The Class Representative and Class Counsel
 23 agree that they shall be responsible for justifying the amount of the Service Payment and
 24 attorneys' fees and costs to the Court, and they agree to submit, as appropriate, the
 25 necessary materials to justify these payments. Defendant will not oppose the amount of
 26 the Service Payment and attorneys' fees and costs sought as long as they are consistent
 27 with the Stipulation. If the Court (or any appellate court) awards less than the amount
 28 requested for attorneys' fees and/or costs, or less than the amount requested for the

1 Service Payment for the Class Representative, only the awarded amounts shall be paid and
2 shall constitute satisfaction of the obligations of Defendant under this Stipulation, and the
3 unawarded amounts shall be added to the NSA for calculation of Participating Class
4 Members' Total Settlement Payments.

5 7.3.3. If an order by the Court or in any appellate proceeding results in an
6 order materially modifying, setting aside, or vacating any portion of the Stipulation, with
7 the exception of any modification of the amount of attorneys' fees or costs to be paid to
8 Class Counsel, or the amount of the Service Payment paid to the Class Representative,
9 any Party adversely impacted by the order shall have the right, at its sole discretion, to
10 treat such order as an event voiding the Settlement and preventing Final Judgment. To
11 exercise this right, the Party must inform the other Party and the Settlement Administrator,
12 in writing, of the exercise of this right, within ten (10) business days of receiving notice of
13 any order meeting the conditions set forth above. Before either Party elects to exercise its
14 right to treat such order as an event permanently preventing Final Judgment, that Party
15 must meet and confer in good faith with the other Party to determine if an agreement can
16 be reached modifying this Settlement to the mutual satisfaction of the Parties along with
17 any necessary court approval.

18 7.3.4. Defendant may withdraw from Settlement if any of the following
19 occur: (a) 3% or more Settlement Class Members opt out of the Settlement; (b) the
20 Settlement is construed in such a fashion that Defendant is required to pay more than the
21 GSA (other than Defendant's share of employer payroll taxes); (c) the Court does not
22 approve the Released Claims as set forth in the Settlement; or (d) Plaintiff or his counsel
23 breach this Stipulation. In the event that Defendant exercises its right to withdraw and in
24 the absence of a breach by Plaintiff or his counsel, Defendant shall be solely responsible
25 for all costs of the Settlement Administrator accrued to that point.

26 7.3.5. If Final Judgment does not occur, or if this Stipulation is terminated or
27 canceled pursuant to its terms, the Parties to this Stipulation shall be deemed to have
28 reverted to their respective status as of the date and time immediately prior to the

1 execution of this Stipulation. In such an event, if the Stipulation is not approved by the
 2 Court substantially in the form agreed to by the Parties, or if the Settlement set forth in the
 3 Stipulation is terminated, cancelled, declared void, or fails to become effective in
 4 accordance with its terms, or if the Judgment does not become a Final Judgment, or if the
 5 Final Approval Date does not occur, this Stipulation (except for those provisions relating
 6 to non-admission, denial of liability set forth above, and the confidentiality agreements
 7 entered into by the Parties) shall be deemed null and void, its terms and provisions shall
 8 have no further force and effect with respect to the Parties and shall not be used in the
 9 Action or in any other proceeding for any purpose, and any Judgment or order entered by
 10 the Court in accordance with the terms of the Stipulation shall be treated as vacated *nunc*
 11 *pro tunc*. Notwithstanding any other provision of this Stipulation, no order of the Court,
 12 modification, or reversal on appeal of any order of the Court, reducing the amount of any
 13 attorneys' fees or costs to be paid by Defendant to Class Counsel, or reducing the amount
 14 of the Service Payment paid to the Class Representative, shall constitute grounds for
 15 cancellation or termination of the Stipulation, or grounds for limiting any other provision
 16 of the Judgment.

17 7.4. Funding and Distribution of the Settlement

18 7.4.1. Within seven (7) calendar days after Final Judgment, the Settlement
 19 Administrator shall send Defendant's Counsel electronic wiring instructions to fund the
 20 GSA into the QSF set up, held, and controlled by the Settlement Administrator that
 21 qualifies as a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1 *et*
 22 *seq.*

23 7.4.2. By the Funding Date, *i.e.*, ten (10) business days following
 24 Defendant's receipt of electronic wiring instructions from the Settlement Administrator
 25 after Final Judgment, Defendant shall pay the GSA and employer's share of payroll taxes
 26 calculated by the Settlement Administrator.

27 7.4.3. Within twenty-one (21) calendar days after Defendant funds the QSF,
 28 the Settlement Administrator shall issue and mail Settlement Payments to Participating

Class Members in the form of a check which shall become null and void if not deposited within 180 calendar days of mailing. If a Participating Class Member fails to cash or deposit his/her settlement check within 180 days of mailing, including if a Settlement Payment is returned undeliverable and a valid mailing address cannot be ascertained, his/her Settlement Payment shall be sent to the California Secretary of State Unclaimed Property Fund. Participating Class Members who fail to cash their check within 180 calendar days of mailing will still be bound by the Settlement, including the Released Claims.

7.4.4. Within twenty-one (21) calendar days after Defendant funds the QSF, the Settlement Administrator shall pay the Court-approved attorneys' fees and costs to Class Counsel or a trust account designated by Class Counsel. Class Counsel shall provide to the Settlement Administrator, with a copy to Defendant, the pertinent taxpayer identification number and IRS Form W-9 within seven (7) calendar days after the Funding Date. Notwithstanding, if as of the Funding Date, there is any ongoing proceeding or appeal pertaining solely to the award of Court-approved attorneys' fees and costs to Class Counsel, then such payment will be delayed until fourteen (14) calendar days after the entry of a final non-appealable ruling and/or judgment concerning Court-approved attorneys' fees and costs to Class Counsel.

7.4.5. Within twenty-one (21) calendar days after Defendant funds the QSF, the Settlement Administrator shall send a check by mail for the Court-approved Service Payment to the Class Representative, care of Class Counsel. Notwithstanding, if as of the Funding Date, there is any ongoing proceeding or appeal pertaining solely to Court-approved Service Payment to the Class Representative, then such payment will be delayed until fourteen (14) calendar days after the entry of a final non-appealable ruling and/or judgment concerning the Court-approved Service Payment to the Class Representative.

7.4.6. Within twenty-one (21) calendar days after Defendant funds the QSF, the Settlement Administrator shall remit 75% of the amount allocated as PAGA penalties (*i.e.*, \$37,500) to the LWDA for its share of the alleged PAGA penalties.

8. MISCELLANEOUS PROVISIONS

8.1. Neither the acceptance nor the performance by Defendant of the terms of this Stipulation, nor any of the related negotiations or proceedings, is or shall be claimed to be, construed as, or deemed to be, an admission by Defendant of the truth of any of the allegations in the Complaint, the appropriateness of class or representative action treatment, the enforceability of Defendant's arbitration agreement and/or class action waiver, the validity of any of the claims that were or could have been asserted by Plaintiff and/or any Class Members in the Action, or of any liability or guilt of Defendant in the Action. Nothing in this Stipulation shall be construed to be or deemed an admission by Defendant of any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Class Members, or any other person, and Defendant specifically disclaims any liability, culpability, negligence, or wrongdoing toward each and all of them. Each of the Parties has entered into this Stipulation with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and contingencies.

8.2. The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Settlement. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other action as may reasonably be necessary to fulfill the terms of this Settlement. The Parties to this Settlement shall exercise reasonable efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by Court order, or otherwise, to effectuate this Settlement and the terms set forth herein.

8.3. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the date of receipt by email or first-class mail, addressed as follows:

To the Class:
 Anthony J. Orshansky
 anthony@counselonegroup.com
 CounselOne, P.C.
 9301 Wilshire Boulevard, Suite 650
 Beverly Hills, CA 90210

To Defendant:

Kathy H. Gao
 kathy.gao@morganlewis.com
 Morgan, Lewis and Bockius LLP
 300 South Grand Avenue
 Twenty-second Floor
 Los Angeles, CA 90071

8.4. Plaintiff and Class Counsel agree not to disclose the terms of this Settlement until this Stipulation is filed in court. At any time, Plaintiff and Class Counsel shall not issue a press release, hold a press conference, publish information about the Settlement or this Stipulation on any website or other public medium or forum, or otherwise publicize the Settlement or this Stipulation (except for filing this Stipulation in Court and filing papers to obtain court approval of the Settlement). At any time, Plaintiff and Class Counsel agree not to respond to any press inquiries, except to refer the inquirer to the filed Stipulation. Class Counsel can discuss the Settlement with Class Members that contact Class Counsel's office about the Settlement.

8.5. Neither Class Counsel nor any other attorneys acting for, or purporting to act for, the Class, Class Members, or Plaintiff, may recover or seek to recover any amounts for attorneys' fees, costs, or disbursements from the Releasees or the Gross Settlement Amount except as expressly provided herein.

8.6. Plaintiff represents that he has not participated in or encouraged the bringing of any claims against Defendant by any of Defendant's current or former employees that are not covered by the Class Members' Released Claims. Class Counsel represents that they do not currently represent any person or persons who have filed any other pending claims, complaints, or grievances against Defendant and/or the Releasees, or who are considering filing any claims, complaints, or grievances against Defendant and/or the Releasees. Class Counsel also represents that Class Counsel has not used any information obtained from the Settlement to solicit or assist any other persons or attorneys to commence a claim or proceeding against Defendant.

8.7. This Agreement upon its full execution constitutes the entire settlement agreement between the Parties hereto and no representations, warranties, or inducements

1 have been made to any Party concerning the Stipulation or its exhibits other than the
2 representations, warranties, and covenants contained and memorialized in such
3 documents. Except as otherwise provided herein, each Party shall bear his or its own
4 costs. Defendant's complete obligations are detailed herein, and the Parties agree and
5 understand that there shall be no injunctive relief included as part of any term of the
6 Settlement.

7 8.8. This Stipulation may not be changed, altered, or modified, except in writing
8 signed by the Parties hereto and approved by the Court. This Stipulation may not be
9 discharged except by performance in accordance with its terms or by a writing used by the
10 Parties hereto.

11 8.9. If any provision of this Stipulation or the application thereof is held invalid,
12 such invalidation shall not affect other provisions or applications of this Stipulation
13 (except as otherwise expressly provided herein) and to this end the provisions of this
14 Stipulation are declared to be severable (except as otherwise provided).

15 8.10. This Stipulation shall be binding upon and inure to the benefit of the Parties
16 hereto and their respective heirs, trustees, executors, administrators, successors, and
17 assigns.

18 8.11. Plaintiff represents that he has not heretofore assigned or transferred, or
19 purported to assign or transfer, to any person or entity, any claim or any portion thereof or
20 interest therein of any claims covered by the Class Representative's Released Claims.

21 8.12. Because the members of the Class are so numerous, the Parties agree that it is
22 impossible or impractical to have each Class Member sign this Stipulation. It is agreed
23 that, for purposes of seeking approval of this class action Settlement, this Stipulation may
24 be executed on behalf of Class Members by Class Counsel.

25 8.13. This Stipulation shall become binding upon its execution by all of the
26 undersigned, subject to Court approval as provided herein. The Parties may execute this
27 Stipulation in counterparts, and execution of counterparts shall have the same force and
28 effect as if all Parties had signed the same instrument.

1 8.14. The rights and obligations of the Parties hereunder shall be construed and
2 enforced in accordance with, and shall be governed by, the laws of the State of California,
3 without regard to principles of conflict of laws.

4 8.15. The Court shall retain jurisdiction with respect to the implementation and
5 enforcement of the terms of the Stipulation, and all Parties hereto submit to the
6 jurisdiction of the Court for purposes of implementing and enforcing the Settlement
7 embodied in the Stipulation. Any action to enforce this Stipulation shall be commenced
8 and maintained only in the Court. To the extent any Party seeks to enforce the terms of
9 this Settlement or this Stipulation in Court, the prevailing party to any such action shall be
10 entitled to recover reasonable attorneys' fees and costs associated with any such
11 enforcement action.

12 8.16. Paragraph titles or captions contained in the Stipulation are inserted as a
13 matter of convenience and for reference, and in no way define, limit, extend, or describe
14 the scope of this Stipulation, or any provision thereof.

15 8.17. This Stipulation shall be construed and interpreted as if all of its language
16 were prepared jointly by the Parties. No language in this Stipulation shall be construed
17 against a Party on the ground that such Party drafted or proposed that language.

18 8.18. Each attorney signing below represents that he or she has been authorized to
19 execute this Stipulation on behalf of the attorney's respective client(s). Class Counsel, on
20 behalf of the Settlement Class, represents that, after consultation with and approval by the
21 Class Representative, Class Counsel is expressly authorized by Class Representative to
22 take all appropriate action required or permitted to be taken by the Settlement Class
23 pursuant to the Stipulation to effect its terms, and also is expressly authorized to enter into
24 any modifications or amendments to the Stipulation on behalf of the Settlement Class,
25 which Class Counsel deems appropriate. Similarly, Defendant's counsel represents that it
26 is expressly authorized to take all appropriate action required or permitted to be taken by
27 Defendant pursuant to the Stipulation to effect its terms, and also is expressly authorized
28

to enter into any modifications or amendments to the Stipulation on behalf of Defendant which it deems appropriate.

IN WITNESS WHEREOF, this Joint Stipulation of Class and Representative Action Settlement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

IT IS SO STIPULATED.

DATED: March 16, 2022

BRYAN RODRIGUEZ

By Bryan Rodriguez
Bryan Rodriguez, Plaintiff

DATED: March __, 2022

By _____

Its _____
For Defendant G2 SECURE STAFF, L.L.C.

DATED: March 16, 2022

COUNSELONE, P.C.

By /s/ Anthony J. Orshansky
Anthony J. Orshansky
Attorneys for Plaintiff
BRYAN RODRIGUEZ

DATED: March __, 2022

MORGAN, LEWIS & BOCKIUS LLP

By /s/ Kathy H. Gao
Kathy H. Gao
Linda Z. Shen
Attorneys for Defendant
G2 SECURE STAFF, L.L.C.

SIGNATURE ATTESTATION

I hereby attest that all signatories listed above, on whose behalf this stipulation is submitted, concur in the filing's content and have authorized the filing.

Dated: March __, 2022

COUNSELONE, P.C.

By /s/ Anthony J. Orshansky
Anthony J. Orshansky
Attorneys for Plaintiff
BRYAN RODRIGUEZ

to enter into any modifications or amendments to the Stipulation on behalf of Defendant which it deems appropriate.

IN WITNESS WHEREOF, this Joint Stipulation of Class and Representative Action Settlement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

IT IS SO STIPULATED.

DATED: March __, 2022

BRYAN RODRIGUEZ

By _____
Bryan Rodriguez, Plaintiff

DATED: March 24, 2022

By  _____

Its _____
Chief Financial Officer
For Defendant G2 SECURE STAFF, L.L.C.

DATED: March __, 2022

COUNSELONE, P.C.

By /s/ Anthony J. Orshansky
Anthony J. Orshansky
Attorneys for Plaintiff
BRYAN RODRIGUEZ

DATED: March 24, 2022

MORGAN, LEWIS & BOCKIUS LLP

By /s/ Kathy H. Gao
Kathy H. Gao
Linda Z. Shen
Attorneys for Defendant
G2 SECURE STAFF, L.L.C.

SIGNATURE ATTESTATION

I hereby attest that all signatories listed above, on whose behalf this stipulation is submitted, concur in the filing's content and have authorized the filing.

Dated: March __, 2022

COUNSELONE, P.C.

By /s/ Anthony J. Orshansky
Anthony J. Orshansky
Attorneys for Plaintiff
BRYAN RODRIGUEZ

EXHIBIT A

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA

Bryan Rodriguez v. G2 Secure Staff, L.L.C.

Case No. 2:20-cv-07589-GW-PLAx

NOTICE OF PROPOSED CLASS AND REPRESENTATIVE ACTION SETTLEMENT

NAME
ADDRESS
CITY, STATE ZIP

To: All current and former non-exempt individuals who were employed by Defendant G2 Secure Staff, L.L.C. in California at any time from October 9, 2016 through <<Date of Preliminary Approval>> (“Class Members”).

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.
YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED SETTLEMENT.

TO BE ELIGIBLE TO RECEIVE YOUR SHARE, YOU DO NOT NEED TO DO ANYTHING.

This Notice is Court approved. This is not a solicitation from an attorney.

1. WHY DID I GET THIS NOTICE?

You received this Notice because a proposed settlement (the “Settlement”) has been reached of a class and representative action lawsuit entitled *Bryan Rodriguez v. G2 Secure Staff, L.L.C.*, currently pending in the United States District Court, Central District of California, Case No. 2:20-cv-07589-GW-PLAx (the “Lawsuit”). Records show that you are a member of the proposed Settlement class (“Class Member”). Because the proposed Settlement would affect your legal rights as a Class Member, the Court ordered that this Notice be sent to you.

The Notice provides you with a brief description of the Lawsuit, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement, see Section 17, below.

2. WHAT IS THIS LAWSUIT ABOUT?

Plaintiff Rodriguez (“Class Representative”) filed the Lawsuit against G2 Secure Staff, L.L.C. (“G2” or “Defendant”) on July 27, 2020, alleging that G2 did not pay minimum wages, overtime, reporting time pay, and final wages, did not provide proper wage statements and meal and rest periods, did not reimburse for necessary business expenses, did not keep proper records, and engaged in unfair competition. The Lawsuit includes a Private Attorneys General Act (“PAGA”) claim. For these alleged violations, the Class Representative sought monetary relief and statutory and civil penalties under the Labor Code.

Defendant denies the allegations in the Lawsuit and is prepared to defend the action vigorously. By entering into this proposed Settlement, Defendant is not admitting any violation or liability in any way to the Class Representative or to Class Members. The Court has not made any rulings on the merits of the Lawsuit.

3. WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who may have similar claims. The person suing and those he/she seeks to represent, together are called the class or class members. A certified class action allows the Court to resolve the claims of all the class members who choose not to exclude themselves from the class. A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action. A class member is also covered by any settlement reached in the case. A class action allows one court to resolve all of the issues in a lawsuit for all the class members who choose not to exclude themselves from the class.

In this Lawsuit, Plaintiff, a former employee of G2, is the Class Representative, and asserts claims on behalf of himself and the putative class. G2 Secure Staff, L.L.C. is the Defendant. The Class Representative has reached a proposed class-wide Settlement with Defendant, including a settlement of the PAGA claim. The Court has not made any rulings on whether the Lawsuit may proceed as a class action aside from the proposed class action Settlement.

4. WHO IS INCLUDED IN THE SETTLEMENT CLASS?

All current and former non-exempt individuals who were employed by Defendant G2 Secure Staff, L.L.C. in California at any time from October 9, 2016 through <<Date of Preliminary Approval>> and who do not opt out of the Lawsuit, are included in the proposed Settlement.

5. WHAT ARE THE TERMS OF THE SETTLEMENT?

The proposed Settlement will resolve all claims for minimum wages, overtime pay, reporting time pay, final pay, wage statements, rest periods, expense reimbursement, and record keeping pursuant to PAGA, and all claims for meal periods pursuant to the California Labor Code and PAGA.

The proposed Settlement represents a compromise of highly disputed claims. Nothing in the proposed Settlement is intended to or will be construed as an admission by Defendant that the claims in the Lawsuit have merit or that Defendant has any liability to the Class Representative or to the Class Members on those claims. The Court has made no ruling on the merits of the Lawsuit.

The Parties have agreed to settle the case for a maximum of \$555,000 ("Gross Settlement Amount"). Under the terms of the proposed Settlement, the following payments have been agreed to: (1) attorneys' fees not to exceed \$185,000 (*i.e.*, $\frac{1}{3}$ of the Gross Settlement Amount); (2) all documented litigation costs to Class Counsel, in amounts set by the Court, not to exceed \$15,000; (3) a Service Payment to Class Representative for services in the Lawsuit, in an amount not to exceed \$7,500; (4) Settlement Administration Costs not to exceed \$40,000; and (5) \$37,500 to be paid to the California Labor and Workforce Development Agency representing 75% of the \$50,000 amount that is allocated as payment for civil penalties to the State of California in connection with Class Representative's PAGA claim alleged in this matter. The amount of money remaining after these payments, which is approximately \$270,000, is the amount that will be distributed to Class Members who do not opt-out of the proposed Settlement ("Net Settlement Amount"). G2's share of employer's taxes on amounts allocated as wages will be paid in addition to the Gross Settlement Amount.

If the proposed Settlement is approved, the Net Settlement Amount will be distributed based on whether a Class Member also qualifies as a PAGA Member. The Net Settlement Amount will be allocated as follows: \$12,500 to the PAGA Members ("PAGA Fund") and the remainder to the Settlement Class ("Class Fund"). The Class Fund will be divided by the number of Participating Class Members to determine each Participating Class Member's pro-rata share of the Class Fund. The PAGA Fund will be divided by the number of PAGA Members to determine each PAGA Member's pro-rata share of the PAGA Fund. A Class Member's "Total Settlement Payment" will be the total of the Class Member's pro-rata share of the Class Fund and, if applicable, their pro-rata share of the PAGA Fund.

6. HOW DOES THE SETTLEMENT AFFECT MY RIGHTS?

If the proposed Settlement is finally approved, the Court will enter a Final Order and Judgment.

Upon such Final Order and Judgment, you will release the following claims, and will be barred from prosecuting any and all such claims against G2 Secure Staff, L.L.C.:

The Released Claims shall mean the following:

- For the period from October 9, 2016 through <<Date of Preliminary Approval>>, any and all known and unknown claims which have been or could have been pled against the Releasees relating to the failure to provide meal periods or to pay any related premium pay (at the correct rate, in part, or at all), including any claims pursuant to or predicated on California Labor Code sections 226.7, 512, 558, the applicable wage order(s), and California Business & Professions Code section 17200 *et seq.*;
- For the period from July 18, 2019 through May 15, 2020, any and all known and unknown claims pursuant to PAGA (Labor Code section 2698 *et seq.*) which have been or could have been pled against the Releasees relating to the failure to provide meal periods or to pay any related premium pay (at the correct rate, in part, or at all), and/or failure to reimburse for business expenses, including any claims pursuant to or predicated on California Labor Code sections 226.7, 512, 558, 2800, 2802, and/or the applicable wage order(s);
- For the period from May 16, 2020 through <<Date of Preliminary Approval>>, any and all known and unknown claims which have been or could have been pled against the Releasees pursuant to PAGA (Labor Code section 2698 *et seq.*) relating to violations of California Labor Code sections 201-204, 201.3, 223, 226, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, applicable wage order(s), failure to pay regular, overtime, minimum, or final wages, failure to pay reporting time pay, failure to provide meal and rest periods, failure to pay premium pay (at the correct rate, in part, or at all) for unprovided meal and rest periods, failure to provide accurate itemized wage statements, and failure to reimburse business expenses, claims for penalties, interest, and/or attorneys' fees and costs; and
- For the period from October 9, 2016 through <<Date of Preliminary Approval>>, any and all known and unknown claims pursuant to the Fair Labor Standards Act (29 U.S.C. 201 *et seq.*) which have been or could have been pled against the Releasees.

The Judgment will resolve the claims to the extent provided in the Settlement Agreement and will permanently bar all Class Members who do not opt out from prosecuting any and all such claims against Defendant. You will remain bound by the Settlement, and you cannot sue, continue to sue, or be a part of any other lawsuit about the Released Claims. It also means that all of the Court's orders will apply to you and legally bind you.

The precise definitions of the capitalized terms in this Notice can be found in the Joint Stipulation of Class and Representative Action Settlement, which can be viewed at the Courthouse (United States District Court, Central District of California, located at 350 West 1st Street, Los Angeles, California 90012) during normal business hours.

7. WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

You do not need to do anything to participate in the proposed Settlement. If the proposed Settlement is finally approved, the Settlement Administrator will mail out settlement payments pursuant to the schedule provided in the Settlement Agreement. Class Counsel have been appointed and approved by the Court to represent you for settlement purposes only.

NOTE: It is your responsibility to keep a current address on file with the Settlement Administrator to ensure that your settlement payment will be sent to the correct address. If you fail to keep your address current, you may not receive your settlement payment.

8. WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to request exclusion or opt out from the proposed Settlement. To do so, you must submit a written Request for Exclusion to the Settlement Administrator at the following address: G2 Secure Staff, L.L.C. Settlement, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606. Requests for Exclusion must: (1) contain your name, signature, address, telephone number, and the last four digits of your social security number; (2) clearly state that you do not wish to be included in the proposed Settlement; (3) be sent to the Settlement Administrator at the specified address; and (4) be postmarked on or before *********, 2022.

If you timely request to be excluded from the proposed Settlement, you will not receive any payment under the Settlement and will not be bound by the terms of the Settlement, except that if you qualify as a PAGA Member, you will still be paid your individual share of the PAGA Fund and will remain bound by the Released Claims with respect to any and all released PAGA claims regardless of your Request for Exclusion and/or whether you cash your check for your individual share of the PAGA Fund. Unless you timely request to be excluded from the proposed Settlement, you will be sent a settlement payment and you will be bound by the Judgment upon final approval of the Settlement, including the Release described in this Notice. Class Counsel will not represent your interests if you request to be excluded.

9. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

If you do not request to be excluded, you can object to any of the terms of the proposed Settlement before the Final Approval Hearing in writing. To object, you must submit a written objection to the Settlement Administrator at the following address: G2 Secure Staff, L.L.C. Settlement, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606, which must: (1) include your name, signature, address, telephone number, and the last four digits of your social security number; (2) state that you wish to object to the proposed Settlement; (3) state whether you intend to appear at the Final Approval Hearing; (4) be sent to the Settlement Administrator at the specified address; and (5) be postmarked on or before *********, 2022. If the Court rejects your objection and approves the proposed Settlement, you will still be bound by the terms of the Settlement, and you will also be sent a settlement payment.

10. WHAT IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

The proposed Settlement, if finally approved by the Court, will bind all Class Members who do not request to be excluded from the Settlement whether or not they cash their settlement payment checks (except that the release of FLSA claims will be effective for Class Members who cash their settlement payment checks). Final approval of the proposed Settlement will bar any Class Member who does not request to be excluded from the Settlement from hereafter initiating a lawsuit or proceeding regarding the Released Claims against the Releasees through **<<Date of Preliminary Approval>>**.

11. WILL THE CLASS REPRESENTATIVE BE COMPENSATED FOR BRINGING THIS LAWSUIT?

The Class Representative will request a Service Payment of up to \$7,500 for his service as Class Representative and for his efforts in bringing the Lawsuit. The Court will make the final decision as to the amount to be paid to the Class Representative.

12. DO I HAVE A LAWYER IN THIS CASE?

The Court has ordered that the interests of the Class Representative and the Class Members for settlement purposes are represented by:

COUNSELONE, P.C.
Anthony J. Orshansky, Esq.
9301 Wilshire Boulevard, Suite 650
Beverly Hills, California 90210
anthony@counselonegroup.com

Class Members will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

13. HOW WILL THE LAWYERS BE PAID?

Class Counsel will be requesting from the Court an amount not to exceed \$185,000 for their attorneys' fees and litigation costs not exceeding \$15,000. The actual amount awarded to Class Counsel will be determined by the Court.

14. WHAT IS THE FINAL APPROVAL HEARING?

The Court has preliminarily approved the proposed Settlement and will hold a hearing to decide whether to give final approval to the proposed Settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the proposed Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Class Members; to consider the award of

attorneys' fees and expenses to Class Counsel; and to consider the request for a Service Payment to Class Representative.

15. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold the Final Approval Hearing on *****, 2022 at *** a.m., in Courtroom 9D of the United States District Court, Central District of California, located at 350 West 1st Street, Los Angeles, California 90012 ("Final Approval Hearing"). The Final Approval Hearing may be continued without further notice to the Class Members. If the Settlement is not approved by the Court or does not become final for some reason, the Lawsuit may continue, and no settlement payments will be made.

You may attend the Final Approval Hearing, but it is not necessary for you to appear in order to receive your share of the Settlement. You have the right to attend the Final Approval Hearing without counsel or to be represented by your own counsel at your own expense. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement. However, if you have requested exclusion from the proposed Settlement, you may not object or speak at the Final Approval Hearing. If you plan to attend the Final Approval Hearing, you may contact Class Counsel to confirm the date and time.

16. WILL I BE TAXED ON THE SETTLEMENT PAYMENT?

For tax purposes, all Settlement Payments will be treated as follows: (1) Settlement Payment from the Class Fund as 25% wages subject to withholdings and 75% non-wage amounts paid for Class Members' releases, penalties and interest; and (2) Settlement Payment from the PAGA Fund as non-wage penalties. Neither of the Parties nor their respective counsel make any representations as to the taxability to any Class Members of any portions of the settlement payments or other consideration. Class Members who receive any settlement payment should consult their tax advisors concerning the tax consequences of the settlement payments they receive pursuant to the proposed Settlement.

17. HOW DO I GET MORE INFORMATION?

To obtain a copy of the Joint Stipulation of Class and Representative Action Settlement (which defines the capitalized terms used in this Notice and provides a brief summary of what has happened in the Lawsuit), the operative Complaint filed in the Lawsuit, and other filed documents related to the Lawsuit and this proposed Settlement, you may contact the Clerk's Office at the United States District Court, Central District of California, located at 350 West 1st Street, Los Angeles, California 90012 during normal business hours.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the address and telephone number listed below, toll free. Please refer to the *G2 Secure Staff, L.L.C.* Settlement.

CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

(*) *****

18. WHAT IF MY INFORMATION CHANGES?

If this Notice was sent to the wrong address or if, after you receive this Notice, you change your postal address or telephone number, it is your responsibility to inform the Settlement Administrator of your updated information.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE