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9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF LOS ANGELES**

12 **(UNLIMITED JURISDICTION)**

13 CARISSA CALKINS, on behalf of himself and
14 all others similarly situated, and as an “aggrieved
15 employee” on behalf of other “aggrieved
16 employees” under the Labor Code Private
Attorneys General Act of 2004,

17 *Plaintiff(s),*

18 vs.

19 UNITED SECURITY SERVICES, INC., an
20 Illinois corporation; and DOES 1–50, inclusive,

21 *Defendant(s).*

Case No. 20STCV35391

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
CLASS NOTICE**

Action filed: September 16, 2020

Dept: 7, The Honorable Lawrence
P. Riff

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1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiff Chris Marcus Calkins née Carissa Calkins (“Plaintiff”) and defendant United
3 Security Services, Inc. (“United Security Services, Inc.”). The Agreement refers to Plaintiff and
4 Defendant collectively as “Parties,” or individually as “Party.”

5 **1. DEFINITIONS.**

6 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
7 United Security Services, Inc. captioned “Carissa Calkins, on behalf of himself, and all others
8 similarly situated, and as an ‘aggrieved employee’ on behalf of other ‘aggrieved employees’ under
9 the Labor Code Private Attorneys General Act of 2004, *Plaintiff(s)*, vs. United Security Services,
10 Inc., an Illinois corporation; and DOES 1 through 50, inclusive, *Defendant(s)*,” Case No.
11 20STCV35391 initiated on September 16, 2020 and pending in Superior Court of the State of
California, County of Los Angeles.

12 1.2. “Administrator” means Xpand Legal Consulting LLC, the neutral entity the Parties
13 have agreed to appoint to administer the Settlement.

14 1.3. “Administration Expenses Payment” means the amount the Administrator will be
15 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
16 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection
with Preliminary Approval of the Settlement.

17 1.4. “Aggrieved Employee” means a person employed by Defendant in California and
18 classified as a hourly, non-exempt security guards who worked for Defendant during the PAGA
19 Period.

20 1.5. “Class” means all of Defendant’s hourly, non-exempt California Security guard
21 employees during the Class Period.

22 1.6. “Class Counsel” means David Glenn Spivak of The Spivak Law Firm and Walter
L. Haines of United Employees Law Group.

23 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
24 mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
25 expenses, respectively, incurred to prosecute the Action.

26 1.8. “Class Data” means Class Member identifying information in Defendant’s
27 possession including the Class Member’s name, last-known mailing address, Social Security

number, and number of Class Work Weeks and PAGA Pay Periods.

1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from September 16, 2016 to May 31, 2024.

1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. “Court” means the Superior Court of California, County of Los Angeles.

1.16. “Defendant” means named Defendant United Security Services, Inc.

1.17. “Defense Counsel” means Aaron H. Cole and Briana LaBriola of Ogletree Deakins.

1.18. “Effective Date” means the date by when all of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; (b) the Judgment is final; and (c) Defendant receives notice of the Court’s entry of Judgment on its Order Granting Final Approval of the Settlement. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

1 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final
2 Approval of the Settlement.

3 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final
4 Approval of the Settlement. A proposed Final Judgment form is attached as Exhibit F.

5 1.22. “Gross Settlement Amount” means \$350,000.00 which is the total amount
6 Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross
7 Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments,
8 the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative
Service Payment and the Administrator’s Expenses.

9 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata
10 share of the Net Settlement Amount calculated according to the number of Class Work Weeks
worked during the Class Period.

11 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of
12 25% of the PAGA Penalties calculated according to the number of Class Work Weeks worked
13 during the PAGA Period.

14 1.25. “Judgment” means the judgment entered by the Court based upon the Final
15 Approval.

16 1.26. “LWDA” means the California Labor and Workforce Development Agency, the
17 agency entitled, under Labor Code section 2699, subd. (i).

18 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the
LWDA under Labor Code section 2699, subd. (i).

19 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following
20 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
21 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
22 Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be
paid to Participating Class Members as Individual Class Payments.

23 1.29. “Non-Participating Class Member” means any Class Member who opts out of the
24 Settlement by sending the Administrator a valid and timely Request for Exclusion.

25 1.30. “Notice Packet” means the Class Notice (Exhibit A), the Election Not to
26 Participate in Settlement form (Exhibit B), the Class Work Week Dispute form (Exhibit C), and
27 the Objection form (Exhibit D) in English with Spanish translations.

1 1.31. "PAGA Pay Period" means any Pay Period/Class Work Week during which an
2 Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

3 1.32. "PAGA Period" means the period from July 7, 2019 to May 31, 2024.

4 1.33. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

5 1.34. "PAGA Notice" means Plaintiff's July 7, 2020 letter to Defendant and the LWDA
6 providing notice pursuant to Labor Code section 2699.3, subd.(a).

7 1.35. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from
8 the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$2,500.00) and the
9 75% to LWDA (\$7,500.00) in settlement of PAGA claims.

10 1.36. "Participating Class Member" means a Class Member who does not submit a valid
11 and timely Request for Exclusion from the Settlement.

12 1.37. "Plaintiff" means Chris Marcus Calkins née Carissa Calkins, the named plaintiff
13 in the Action.

14 1.38. "Preliminary Approval" means the Court's Order Granting Preliminary Approval
15 of the Settlement.

16 1.39. "Preliminary Approval Order" means the proposed Order Granting Preliminary
17 Approval and Approval of PAGA Settlement. A proposed Preliminary Approval Order form is
18 attached as Exhibit E.

19 1.40. "Released Class Claims" means the claims being released as described in
20 Paragraph 6.2 below.

21 1.41. "Released PAGA Claims" means the claims being released as described in
22 Paragraph 6.2 below.

23 1.42. "Released Parties" means: Defendant and each of its former and present directors,
24 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,
25 subsidiaries, and affiliates.

26 1.43. "Request for Exclusion" means a Class Member's submission of a written request
27 to be excluded from the Class Settlement signed by the Class Member. An Election Not to
28 Participate in Settlement form is attached as Exhibit B.

1.44. "Response Deadline" means 60 days after the Administrator mails Notice to Class
Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a)
fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or

1 her Objection to the Settlement. Class Members to whom Notice Packets are resent after having
2 been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond
3 the Response Deadline has expired.

4 1.45. “Settlement” means the disposition of the Action effected by this Agreement and
5 the Judgment.

6 1.46. “Class Work Week” means any week during which a Class Member worked for
7 Defendant for at least one day, during the Class Period.

8 1.47. A Class Work Week Dispute form is attached as Exhibit C.

9 **2. RECITALS.**

10 2.1. On September 16, 2020, Plaintiff commenced this Action by filing a Complaint
11 alleging causes of action against Defendant for failure to pay wages, failure to provide meal
12 periods, failure to authorize and permit rest periods, failure to issue proper wage statements,
13 failure to timely pay wages, and related claims. On September 16, 2020, Plaintiff filed a First
14 Amended Complaint. The First Amended Complaint is the operative complaint in the Action (the
15 “Operative Complaint.”). Defendant denies the allegations in the Operative Complaint, denies
16 any failure to comply with the laws identified in in the Operative Complaint and denies any and
17 all liability for the causes of action alleged.

18 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written
19 notice to Defendant and the LWDA by sending the PAGA Notice.

20 2.3. On July 17, 2023, the Parties participated in an all-day mediation presided over
21 by Mr. Louis Marlin Esq. which led to this Agreement to settle the Action.

22 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, the number of
23 comparable employees, the number of workweeks, sample time records, sample payroll records,
24 written policies, financial records, and related information. Plaintiff’s investigation was sufficient
25 to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48
26 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-
27 130 (“*Dunk/Kullar*”).

28 2.5. The Court has not granted class certification.

2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware
of any other pending matter or action asserting claims that will be extinguished or affected by the
Settlement.

1
2 **3. MONETARY TERMS.**

3 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
4 Defendant promises to pay \$350,000.00 and no more as the Gross Settlement Amount and to
5 separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual
6 Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll
7 taxes) prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will
8 disburse the entire Gross Settlement Amount without asking or requiring Participating Class
9 Members or Aggrieved Employees to submit any claim as a condition of payment. None of the
Gross Settlement Amount will revert to Defendant.

10 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
11 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
the Court in the Final Approval:

12 3.2.1. To Plaintiff: Class Representative Service Payment to the Class
13 Representative of not more than \$15,000.00 (in addition to any Individual Class Payment and any
14 Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class
15 Member). Defendant will not oppose Plaintiff's request for a Class Representative Service
16 Payment that does not exceed this amount. As part of the motion for final approval of the
17 settlement, Plaintiff will seek Court approval for any Class Representative Service Payments no
18 later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class
19 Representative Service Payment less than the amount requested, the Administrator will retain the
20 remainder in the Net Settlement Amount. The Administrator will pay the Class Representative
21 Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for
employee taxes owed on the Class Representative Service Payment.

22 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than
23 33.33%, which is currently estimated to be \$116,666.00 and a Class Counsel Litigation Expenses
24 Payment of not more than \$16,500.00. Defendant will not oppose requests for these payments
25 provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for
26 Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days
27 prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or
a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator

1 will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability
2 to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class
3 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator
4 will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more
5 IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the
6 Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds
7 Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any
division or sharing of any of these Payments.

8 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
9 \$35,000.00 except for a showing of good cause and as approved by the Court. To the extent the
10 Administration Expenses are less or the Court approves payment less than \$35,000.00, the
Administrator will retain the remainder in the Net Settlement Amount.

11 3.2.4. To Each Participating Class Member: An Individual Class Payment
12 calculated by (a) dividing the Net Settlement Amount by the total number of Class Work Weeks
13 worked by all Participating Class Members during the Class Period and (b) multiplying the result
14 by each Participating Class Member's Class Work Weeks.

15 3.2.4.1. Tax Allocation of Individual Class Payments. 20.00% of
16 each Participating Class Member's Individual Class Payment will be allocated to settlement of
17 wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be
18 reported on an IRS W-2 Form. The 80.00% of each Participating Class Member's Individual
19 Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage
20 Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on
21 IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any
employee taxes owed on their Individual Class Payment.

22 3.2.4.2. Effect of Non-Participating Class Members on Calculation
23 of Individual Class Payments. Non-Participating Class Members will not receive any Individual
24 Class Payments. The Administrator will retain amounts equal to their Individual Class Payments
in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

25 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the
26 amount of \$10,000.00 to be paid from the Gross Settlement Amount, with 75% (\$7,500.00)
27 allocated to the LWDA PAGA Payment and 25% (\$2,500.00) allocated to the Individual PAGA

1 Payments.

2 3.2.5.1. The Administrator will calculate each Individual PAGA Payment
3 by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties,
4 \$2,500.00, by the total number of PAGA Pay Periods worked by all Aggrieved Employees during
5 the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay
6 Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their
Individual PAGA Payment.

7 3.2.5.2. If the Court approves PAGA Penalties of less than the amount
8 requested, the Administrator will allocate the remainder to the Net Settlement Amount. The
9 Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

10 **4. SETTLEMENT FUNDING AND PAYMENTS.**

11 4.1. Class Work Weeks and Aggrieved Employee Pay Periods. Based on a review of
12 its records to date, Defendant estimates there are 2,669 Class Members who collectively worked
13 a total of 30,741 Class Work Weeks, and 662 of Aggrieved Employees who worked a total 8,153
of PAGA Pay Periods.

14 4.2. Class Data. Not later than 15 days after Defendant receives notice that the Court
15 grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class
16 Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class
17 Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the
18 Class Data only for purposes of this Settlement and for no other purpose, and restrict access to
19 the Class Data to Administrator employees who need access to the Class Data to effect and
20 perform under this Agreement. Defendant has a continuing duty to immediately notify Class
21 Counsel if it discovers that the Class Data omitted class member identifying information and to
22 provide corrected or updated Class Data as soon as reasonably feasible. Without any extension
23 of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and
their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve
any issues related to missing or omitted Class Data.

24 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross
25 Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll
26 taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

27 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant

1 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class
2 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
3 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
4 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees
5 Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service
6 Payment shall not precede disbursement of Individual Class Payments and Individual PAGA
Payments.

7 4.4.1. The Administrator will issue checks for the Individual Class Payments
8 and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail,
9 postage prepaid. The face of each check shall prominently state the date (not less than 180 days
10 after the date of mailing) when the check will be voided. The Administrator will cancel all checks
11 not cashed by the void date. The Administrator will send checks for Individual Settlement
12 Payments to all Participating Class Members (including those for whom Notice Packet was
13 returned undelivered). The Administrator will send checks for Individual PAGA Payments to all
14 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
15 Employees (including those for whom Notice Packet was returned undelivered). The
16 Administrator may send Participating Class Members a single check combining the Individual
Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator
must update the recipients' mailing addresses using the National Change of Address Database.

17 4.4.2. The Administrator must conduct a Class Member Address Search for all
18 other Class Members whose checks are returned undelivered without USPS forwarding address.
19 Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the
20 USPS forwarding address provided or to an address ascertained through the Class Member
21 Address Search. The Administrator need not take further steps to deliver checks to Class Members
22 whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a
23 replacement check to any Class Member whose original check was lost or misplaced, requested
by the Class Member prior to the void date.

24 4.4.3. For any Class Member whose Individual Class Payment check or
25 Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator
26 shall transmit the funds represented by such checks to the California Controller's Unclaimed
27 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to

1 the requirements of California Code of Civil Procedure Section 384, subd. (b).

2 4.4.4. The payment of Individual Class Payments and Individual PAGA
3 Payments shall not obligate Defendant to confer any additional benefits or make any additional
4 payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in
5 this Agreement.

5 **5. [OMITTED]**

6 **6. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire
7 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the
8 Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims
9 against all Released Parties as follows:

10 6.1 Plaintiff's Release. Plaintiff and his respective former and present spouses,
11 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
12 and discharge Released Parties from all claims, transactions, or occurrences that occurred during
13 the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have
14 been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims
15 that were, or reasonably could have been, alleged based on facts contained in the Operative
16 Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 6.2,
17 below ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to
18 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
19 benefits, social security benefits, workers' compensation benefits that arose at any time, or based
20 on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts
21 or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be
22 true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
23 notwithstanding such different or additional facts or Plaintiff's discovery of them.

24 6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
25 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,
26 and benefits, if any, of section 1542 of the California Civil Code, which reads:

27 **A general release does not extend to claims that the creditor or releasing party does**
28 **not know or suspect to exist in his or her favor at the time of executing the release,**

and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

6.2 Release by Participating Class Members Who Are Not Aggrieved Employees:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims stated in the Operative Complaint and those based solely upon the facts alleged in the Operative Complaint. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

6.3 Release of PAGA Claim. Plaintiff releases all claims for civil penalties under PAGA stated in the Operative Complaint and Plaintiff's pre-filing letter to the LWDA (attached to the Operative Complaint as Exhibit A) or that reasonably could have been alleged based solely upon the facts alleged in Plaintiff's Operative Complaint and pre-filing letter to the LWDA. Plaintiff releases all claims for civil penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff's pre-filing letter to the LWDA; Plaintiff does not release the claim for wages or damages of any Aggrieved Employee unless such Aggrieved Employee is a Participating Class Member.

7. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals. A Preliminary Approval Order form is attached as Exhibit E.

7.1 Defendant's Declaration in Support of Preliminary Approval. Within ten (10) days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

1 7.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel
2 all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice,
3 and memorandum in support, of the Motion for Preliminary Approval that includes an analysis
4 of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under
5 Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval
6 and Approval of PAGA Settlement; (iii) a draft proposed Notice Packet; (iv) a signed declaration
7 from the Administrator attaching its "not to exceed" bid for administering the Settlement and
8 attesting to its willingness to serve; competency; operative procedures for protecting the security
9 of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other
10 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
11 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
12 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve
13 and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members,
14 and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its
15 competency to represent the Class Members; its timely transmission to the LWDA of all necessary
16 PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
17 Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699,
18 subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to
19 the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or
20 potential conflict of interest with Class Members, the Administrator. In their Declarations,
21 Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending
22 matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

23 7.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
24 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later
25 than 60 days after the full execution of this Agreement; obtaining a prompt hearing date for the
26 Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion
27 for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary
28 Approval to the Administrator.

 7.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion
for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person

1 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
2 Preliminary Approval or conditions Preliminary Approval on any material change to this
3 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
4 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
5 otherwise satisfy the Court's concerns.

6 **8. SETTLEMENT ADMINISTRATION.**

7 8.1 Selection of Administrator. The Parties have jointly selected Xpand Legal
8 Consulting LLC to serve as the Administrator and verified that, as a condition of appointment,
9 Xpand Legal Consulting LLC agrees to be bound by this Agreement and to perform, as a fiduciary,
10 all duties specified in this Agreement in exchange for payment of Administration Expenses. The
11 Parties and their Counsel represent that they have no interest or relationship, financial or
12 otherwise, with the Administrator other than a professional relationship arising out of prior
13 experiences administering settlements.

14 8.2 Employer Identification Number. The Administrator shall have and use its own
15 Employer Identification Number for purposes of calculating payroll tax withholdings and
16 providing reports state and federal tax authorities.

17 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund
18 that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
19 Regulation section 468B-1.

20 8.4 Notice to Class Members.

21 8.4.1 No later than three (3) business days after receipt of the Class Data, the
22 Administrator shall notify Class Counsel that the list has been received and state the number of
23 Class Members, Aggrieved Employees, Class Work Weeks and PAGA Pay Periods in the Class
24 Data.

25 8.4.2 Using best efforts to perform as soon as possible, and in no event later than
26 14 days after receiving the Class Data, the Administrator will send to all Class Members identified
27 in the Class Data, via first-class United States Postal Service ("USPS") mail, the Notice Packet
28 with Spanish translation, if applicable substantially in the forms attached to this Agreement as
Exhibits A, B, C, and D. The first page of the Class Notice shall prominently estimate the dollar
amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class

1 Member, and the number of Class Work Weeks and PAGA Pay Periods (if applicable) used to
2 calculate these amounts. Before mailing Notice Packets, the Administrator shall update Class
3 Member addresses using the National Change of Address database.

4 8.4.3 Not later than three (3) business days after the Administrator's receipt of
5 any Notice Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice
6 Packet using any forwarding address provided by the USPS. If the USPS does not provide a
7 forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail
8 the Notice Packet to the most current address obtained. The Administrator has no obligation to
9 make further attempts to locate or send Notice Packet to Class Members whose Notice Packet is
10 returned by the USPS a second time.

11 8.4.4 The deadlines for Class Members' written objections, Challenges to Class
12 Work Weeks and/or PAGA Pay Periods (disputes), and Requests for Exclusion will be extended
13 an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class
14 Members whose notice is re-mailed. The Administrator will inform the Class Member of the
15 extended deadline with the re-mailed Notice Packet.

16 8.4.5 If the Administrator, Defendant or Class Counsel is contacted by or
17 otherwise discovers any persons who believe they should have been included in the Class Data
18 and should have received Notice Packet, the Parties will expeditiously meet and confer in person
19 or by telephone, and in good faith. in an effort to agree on whether to include them as Class
20 Members. If the Parties agree, such persons will be Class Members entitled to the same rights as
21 other Class Members, and the Administrator will send, via email or overnight delivery, a Class
22 Notice requiring them to exercise options under this Agreement not later than 14 days after receipt
23 of Class Notice, or the deadline dates in the Class Notice, which ever are later.

24 8.5 Requests for Exclusion (Opt-Outs).

25 8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class
26 Settlement must send the Administrator, by fax, email, or mail, a signed written Request for
27 Exclusion not later than 60 days after the Administrator mails the Notice Packet (plus an
28 additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for
Exclusion is a letter from a Class Member or his/her representative that reasonably communicates
the Class Member's election to be excluded from the Settlement and includes the Class Member's
name, address and email address or telephone number. To be valid, a Request for Exclusion must

1 be timely faxed, emailed, or postmarked by the Response Deadline. An Election Not to Participate
2 in Settlement form, attached as Exhibit B, may be used for this purpose but is not required.

3 8.5.2 The Administrator may not reject a Request for Exclusion as invalid
4 because it fails to contain all the information specified in the Class Notice. The Administrator
5 shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the
6 identity of the person as a Class Member and the Class Member's desire to be excluded. The
7 Administrator's determination shall be final and not appealable or otherwise susceptible to
8 challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion,
9 the Administrator may demand additional proof of the Class Member's identity. The
10 Administrator's determination of authenticity shall be final and not appealable or otherwise
11 susceptible to challenge.

12 8.5.3 Every Class Member who does not submit a timely and valid Request for
13 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all
14 benefits and bound by all terms and conditions of the Settlement, including the Participating Class
15 Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless of whether the
16 Participating Class Member actually receives the Class Notice or objects to the Settlement.

17 8.5.4 Every Class Member who submits a valid and timely Request for
18 Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment
19 or have the right to object to the class action components of the Settlement. Aggrieved Employees
20 are eligible for an Individual PAGA Payment.

21 8.6 Challenges to Calculation of Class Work Weeks. Each Class Member shall have
22 60 days after the Administrator mails the Notice Packet (plus an additional 14 days for Class
23 Members whose Notice Packet is re-mailed) to challenge the number of Class Work Weeks and
24 PAGA Pay Periods (if any) allocated to the Class Member/Aggrieved Employee in the Class
25 Notice. This is also known as a dispute. A Class Work Week/PAGA Pay Periods Dispute form,
26 attached as Exhibit C, may be used for this purpose but is not required. The Class Member may
27 challenge the allocation by communicating with the Administrator via fax, email or mail. The
28 Administrator must encourage the challenging Class Member to submit supporting
documentation. In the absence of any contrary documentation, the Administrator is entitled to
presume that the Class Work Weeks contained in the Class Notice are correct so long as they are
consistent with the Class Data. The Administrator's determination of each Class Member's

1 allocation of Class Work Weeks and/or Pay Periods shall be final and not appealable or otherwise
2 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to
3 calculation of Class Work Weeks and/or Pay Periods to Defense Counsel and Class Counsel and
4 the Administrator's determination the challenges.

5 8.7 Objections to Settlement.

6 8.7.1 Only Participating Class Members may object to the class action
7 components of the Settlement and/or this Agreement, including contesting the fairness of the
8 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel
9 Litigation Expenses Payment and/or Class Representative Service Payment.

10 8.7.2 Participating Class Members may send written objections to the
11 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear
12 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
13 Hearing. A Participating Class Member who elects to send a written objection to the
14 Administrator must do so not later than 60 days after the Administrator's mailing of the Notice
15 Packet (plus an additional 14 days for Class Members whose Notice Packet was re-mailed). An
16 The Objection form attached as Exhibit D may be used for this purpose but is not required.

17 8.7.3 Non-Participating Class Members have no right to object to any of the class
18 action components of the Settlement.

19 8.8 Administrator Duties. The Administrator has a duty to perform or observe all
20 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

21 8.8.1 Website, Email Address and Toll-Free Number. The Administrator will
22 establish and maintain and use an internet website to post information of interest to Class
23 Members including the date, time and location for the Final Approval Hearing and copies of the
24 Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Notice
25 Packet, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class
26 Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final
27 Approval and the Judgment. The Administrator will also maintain and monitor an email address
28 and a toll-free telephone number to receive Class Member calls, faxes and emails.

 8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator
will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not
later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion,

1 the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the
2 names and other identifying information of Class Members who have timely submitted valid
3 Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of
4 Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
Exclusion from Settlement submitted (whether valid or invalid).

5 8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide
6 written reports to Class Counsel and Defense Counsel that, among other things, tally the number
7 of: Notice Packets mailed or re-mailed, Notice Packets returned undelivered, Requests for
8 Exclusion (whether valid or invalid) received, objections received, challenges to Class Work
9 Weeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class
10 Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include
11 provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies
of all Requests for Exclusion and objections received.

12 8.8.4 Workweek and/or Pay Period Challenges. The Administrator has the
13 authority to address and make final decisions consistent with the terms of this Agreement on all
14 Class Member challenges over the calculation of Class Work Weeks and/or Pay Periods. The
15 Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

16 8.8.5 Administrator’s Declaration. Not later than 14 days before the date by
17 which Plaintiff is required to file the Motion for Final Approval of the Settlement, the
18 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
19 for filing in Court attesting to its due diligence and compliance with all of its obligations under
20 this Agreement, including, but not limited to, its mailing of the Notice Packets, the Notice Packets
21 returned as undelivered, the re-mailing of Notice Packets, attempts to locate Class Members, the
22 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
23 number of written objections and attach the Exclusion List. The Administrator will supplement
its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
for filing the Administrator’s declaration(s) in Court.

24 8.8.6 Final Report by Administrator. Within 10 days after the Administrator
25 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel
26 and Defense Counsel with a final report detailing its disbursements by employee identification
27 number only of all payments made under this Agreement. At least 15 days before any deadline

1 set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense
2 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all
3 payments required under this Agreement. Class Counsel is responsible for filing the
4 Administrator's declaration in Court.

5 **9. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on a review of its
6 records to date, Defendant estimates there are 2,669 Class Members who collectively worked a
7 total of 30,741 Work Weeks during the period from September 16, 2016 to July 15, 2023. If the
8 Class Work Weeks during the Class Period exceeds 30,741 by more than 10.00%, the Gross
9 Settlement Amount, including the Class Counsel Fees Payment, the Class Representative Service
10 Payment, and the PAGA Penalties, will increase proportionally according to the number of
11 additional Work Weeks.

12 **10. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for
13 Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members,
14 Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree
15 that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect
16 whatsoever, and that neither Party will have any further obligation to perform under this
17 Agreement; provided, however, Defendant will remain responsible for paying all Settlement
18 Administration Expenses incurred to that point. Defendant must notify Class Counsel and the
19 Court of its election to withdraw not later than seven (7) days after the Administrator sends the
20 final Exclusion List to Defense Counsel; late elections will have no effect.

21 **11. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared
22 Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement
23 that includes a request for approval of the PAGA settlement under Labor Code section 2699,
24 subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for
25 Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later
26 than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense
27 Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve
28 any disagreements concerning the Motion for Final Approval.

1 11.1 Response to Objections. Each Party retains the right to respond to any objection
2 raised by a Participating Class Member, including the right to file responsive documents in Court
3 no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
4 accepted by the Court.

5 11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
6 Approval on any material change to the Settlement (including, but not limited to, the scope of
7 release to be granted by Class Members), the Parties will expeditiously work together in good
8 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
9 Approval. The Court's decision to award less than the amounts requested for the Class
10 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
11 Expenses Payment and/or Administrator Expenses Payment shall not constitute a material
12 modification to the Agreement within the meaning of this paragraph.

13 11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of
14 Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
15 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
16 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

17 11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms
18 and conditions of this Agreement, specifically including the Class Counsel Fees Payment and
19 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
20 respective counsel, and all Participating Class Members who did not object to the Settlement as
21 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
22 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
23 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
24 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
25 Parties' obligations to perform under this Agreement will be suspended until such time as the
26 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
27 the amount of the Net Settlement Amount.

28 11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If
the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
material modification of this Agreement (including, but not limited to, the scope of release to be
granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless

1 expeditiously work together in good faith to address the appellate court's concerns and to obtain
2 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
3 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
4 the Court's award of the Class Representative Service Payment or any payments to Class Counsel
5 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
6 as long as the Gross Settlement Amount remains unchanged.

7 **12. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
8 Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed
9 amended judgment.

10 **13. ADDITIONAL PROVISIONS.**

11 13.1 No Admission of Liability, Class Certification or Representative Manageability
12 for Other Purposes. This Agreement represents a compromise and settlement of highly disputed
13 claims. Nothing in this Agreement is intended or should be construed as an admission by
14 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant
15 has any liability for any claims asserted; nor should it be intended or construed as an admission
16 by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class
17 certification and representative treatment is for purposes of this Settlement only. If, for any reason
18 the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant
19 reserves the right to contest certification of any class for any reasons, and Defendant reserves all
20 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class
21 certification on any grounds available and to contest Defendant's defenses. The Settlement, this
22 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
23 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
24 Settlement and this Agreement).

25 13.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel,
26 Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval
27 of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or
28 cause or permit another person to disclose, disseminate or publicize, any of the terms of the
Agreement directly or indirectly, specifically or generally, to any person, corporation, association,

1 government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses,
2 all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter;
3 (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a
4 court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
5 government agency.

6 Each Party agrees to immediately notify each other Party of any judicial or agency
7 order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and
8 Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other
9 communication, before the filing of the Motion for Preliminary Approval, any with third party
10 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
11 "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's
12 communications with Class Members in accordance with Class Counsel's ethical obligations
13 owed to Class Members.

14 13.3 No Solicitation. The Parties separately agree that they and their respective
15 counsel and employees will not solicit any Class Member to opt out of or object to the Settlement,
16 or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
17 Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical
18 obligations owed to Class Members.

19 13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this
20 Agreement together with its attached exhibits shall constitute the entire agreement between the
21 Parties relating to the Settlement, superseding any and all oral representations, warranties,
22 covenants, or inducements made to or by any Party.

23 13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant
24 and represent that they are authorized by Plaintiff and Defendant, respectively, to take all
25 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
26 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
27 terms of this Agreement including any amendments to this Agreement.

28 13.6 Cooperation. The Parties and their counsel will cooperate with each other and
use their best efforts, in good faith, to implement the Settlement by, among other things,
modifying the Settlement Agreement, submitting supplemental evidence and supplementing
points and authorities as requested by the Court. In the event the Parties are unable to agree upon

1 the form or content of any document necessary to implement the Settlement, or on any
2 modification of the Agreement that may become necessary to implement the Settlement, the
3 Parties will seek the assistance of a mediator and/or the Court for resolution.

4 13.7 No Prior Assignments. The Parties separately represent and warrant that they
5 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
6 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of
7 action, or right released and discharged by the Party in this Settlement.

8 13.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense
9 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
10 Settlement be relied upon as such within the meaning of United States Treasury Department
11 Circular 230 (31 CFR Part 10, as amended) or otherwise.

12 13.9 Modification of Agreement. This Agreement, and all parts of it, may be
13 amended, modified, changed, or waived only by an express written instrument signed by all
14 Parties or their representatives, and approved by the Court.

15 13.10 Agreement Binding on Successors. This Agreement will be binding upon, and
16 inure to the benefit of, the successors of each of the Parties.

17 13.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will
18 be governed by and interpreted according to the internal laws of the state of California, without
19 regard to conflict of law principles.

20 13.12 Cooperation in Drafting. The Parties have cooperated in the drafting and
21 preparation of this Agreement. This Agreement will not be construed against any Party on the
22 basis that the Party was the drafter or participated in the drafting.

23 13.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
24 entered during Action and in this Agreement relating to the confidentiality of information shall
25 survive the execution of this Agreement.

26 13.14 Use and Return of Class Data. Information provided to Class Counsel pursuant
27 to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class
28 Counsel by Defendant in connection with the mediation, other settlement negotiations, or in
connection with the Settlement, may be used only with respect to this Settlement, and no other
purpose, and may not be used in any way that violates any existing contractual agreement, statute,
or rule of court. Not later than 90 days after the date when the Court discharges the

1 Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement
2 funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from
3 Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant
4 makes a written request to Class Counsel for the return, rather than the destructions, of Class
5 Data.

6 13.15 Headings. The descriptive heading of any section or paragraph of this Agreement
7 is inserted for convenience of reference only and does not constitute a part of this Agreement.

8 13.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
9 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
10 weekend or federal legal holiday, such date or deadline shall be on the first business day
11 thereafter.

12 13.17 Notice. All notices, demands or other communications between the Parties in
13 connection with this Agreement will be in writing and deemed to have been duly given as of the
14 third business day after mailing by United States mail, or the day sent by email or messenger,
15 addressed as follows:

16 To Plaintiff:
17 David Glenn Spivak, Esq.
18 The Spivak Law Firm
19 8605 Santa Monica Bl
20 PMB 42554
21 West Hollywood, CA 90069
22 david@spivaklaw.com

23 To Defendant:
24 AARON H. COLE, CA Bar No. 236655
25 aaron.cole@ogletree.com
26 OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
27 400 South Hope Street, Suite 1200
28 Los Angeles, CA 90071

BRIANA LABRIOLA, CA Bar No. 293548
briana.labriola@ogletree.com
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
Park Tower, Fifteenth Floor
695 Town Center Drive
Costa Mesa, CA 92626

13.18 Execution in Counterparts. This Agreement may be executed in one or more
counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this

1 Agreement shall be accepted as an original. All executed counterparts and each of them will be
2 deemed to be one and the same instrument if counsel for the Parties will exchange between
3 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
4 the existence and contents of this Agreement.

5 13.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement
6 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
7 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the
8 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
9 process.

10 10 / 09 / 2024

11 Dated: October ____, 2024

12 By: Chris Calkins
13 CHRIS MARCUS CALKINS née
14 Carissa Calkins

15 Dated: October ____, 2024

16 By: _____
17 _____
18 United Security Services, Inc.

19 THE SPIVAK LAW FIRM

20 10 / 09 / 2024

21 Dated: October ____, 2024

22 By: David Spivak
23 DAVID GLENN SPIVAK, Attorneys
24 for Plaintiff, CHRIS MARCUS
25 CALKINS, and all others similarly
26 situated

27 UNITED EMPLOYEES LAW GROUP

28 Dated: October ____, 2024

By: _____
WALTER L. HAINES, Attorneys for

1 Agreement shall be accepted as an original. All executed counterparts and each of them will be
2 deemed to be one and the same instrument if counsel for the Parties will exchange between
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9 process.

10 Dated: October ____, 2024

11 By: _____
12 CHRIS MARCUS CALKINS née
13 Carissa Calkins

14 Dated: October 10, 2024

15 By: 
16 _____
17 Kristin Marano, CFO
18 United Security Services, Inc.

19 THE SPIVAK LAW FIRM

20 Dated: October ____, 2024

21 By: _____
22 DAVID GLENN SPIVAK, Attorneys
23 for Plaintiff, CHRIS MARCUS
24 CALKINS, and all others similarly
25 situated

26 UNITED EMPLOYEES LAW GROUP

27 Dated: October ____, 2024

28 By: _____
WALTER L. HAINES, Attorneys for

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9 process.

10 Dated: October ____, 2024

By: _____

CHRIS MARCUS CALKINS née
Carissa Calkins

14 Dated: October ____, 2024

By: _____

United Security Services, Inc.

18 THE SPIVAK LAW FIRM

20 Dated: October ____, 2024

By: _____

DAVID GLENN SPIVAK, Attorneys
for Plaintiff, CHRIS MARCUS
CALKINS, and all others similarly
situated

25 UNITED EMPLOYEES LAW GROUP

26 Dated: October 09, 2024

By: _____

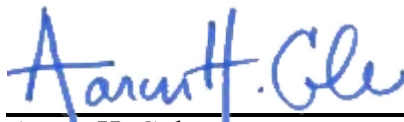

WALTER L. HAINES, Attorneys for

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Plaintiff, CHRIS MARCUS CALKINS,
and all others similarly situated

OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.

Dated: October 10, 2024

By: 

Aaron H. Cole
Briana LaBriola
Attorneys for Defendant, UNITED
SECURITY SERVICES, INC.

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EXHIBIT A

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The Court has already preliminarily approved the proposed Settlement and approved this Class Notice. The Court has not yet decided whether to grant final approval. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period claims for California labor law violations against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is <<RESPONSE DEADLINE>>	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. You can use the enclosed Election Not To Participate In Settlement form for this purpose. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.

		You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and Plaintiff releases Defendant from civil penalties it may owe to the Aggrieved Employees.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement		All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. You can use the enclosed Objection form for this purpose. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
Written Objections Must be Submitted by <<RESPONSE DEADLINE>>		
You Can Participate in the <<FinalApprovalHearingDate>> Final Approval Hearing		The Court’s Final Approval Hearing is scheduled to take place on <<FinalApprovalHearingDate>>. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing whether or not they submitted a written objection. See Section 8 of this Class Notice.
You Can Challenge the Calculation of Your Class Work Week / Pay Periods		The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many Class Work Weeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Work Weeks and number of PAGA Pay Periods you worked according to Defendant’s records is stated on the first page of this Class Notice. If you disagree with either of these numbers, you must challenge it by <<RESPONSE DEADLINE>>. See Section 4 of this Notice. You can use the enclosed Class Work Weeks/PAGA Pay Periods Dispute form for this purpose.
Written Challenges Must be Submitted by <<RESPONSE DEADLINE>>		

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failure to pay wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to issue proper wage statements, failure to timely pay wages, and related violations of the Labor Code. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the PAGA. Plaintiff is represented by attorneys in the Action: David Glenn Spivak of The Spivak Law Firm and Walter L. Haines of United Employees Law Group (“Class Counsel.”)

1 Defendant strongly denies violating any laws or failing to pay any wages and contends it complied
2 with all applicable laws.

3 **2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

4 So far, the Court has made no determination whether Defendant or Plaintiff is correct on the
5 merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an
6 effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather
7 than continuing the expensive and time-consuming process of litigation. The negotiations were
8 successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to
9 jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff
10 and Defendant have negotiated a proposed Settlement that is subject to the Court's Final
11 Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By
12 agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

13 Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they
14 believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering
15 the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement
16 is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily
17 approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and
18 scheduled a hearing to determine Final Approval.

19 **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

20 A. Gross Settlement Amount. Defendant Will Pay \$350,000.00 as the Gross
21 Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement
22 into an account controlled by the Administrator of the Settlement. The Administrator will use the
23 Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class
24 Representative Service Payment, Class Counsel's attorney's fees and expenses, the
25 Administrator's expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final
26 Approval, Defendant will fund the Gross Settlement not more than 14 days after the Judgment
27 entered by the Court become final. The Judgment will be final on the date the Court enters
28 Judgment, or a later date if Participating Class Members object to the proposed Settlement or the
Judgment is appealed.

21 B. Court Approved Deductions from Gross Settlement. At the Final Approval
22 Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions
23 from the Gross Settlement, the amounts of which will be decided by the Court at the Final
Approval Hearing:

24 1. Attorney Fees and Costs. Up to \$116,666.00 (33.33% of the Gross
25 Settlement to Class Counsel for attorneys' fees and up to \$16,500.00 for their litigation expenses.
To date, Class Counsel have worked and incurred expenses on the Action without payment.

26 2. Class Representative Service Award. Up to \$15,000.00 as a Class
27 Representative Service Award for filing the Action, working with Class Counsel and representing

1 the Class. A Class Representative Service Award will be the only monies Plaintiff will receive
2 other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

3 3. Administration Expenses. Up to \$35,000.00 to the Administrator for
4 services administering the Settlement.

5 4. PAGA Penalties. Up to \$10,000.00 for PAGA Penalties, allocated 75% to
6 the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees
7 based on their PAGA Pay Periods.

8 Participating Class Members have the right to object to any of these deductions. The Court
9 will consider all objections.

10 Based on a review of its records to date, Defendant estimates there are 2,669 Class
11 Members who collectively worked a total of 30,741 Class Work Weeks during the period from
12 September 16, 2016 to July 15, 2023. If the Class Work Weeks during the Class Period exceeds
13 30,741 by more than 10%, the Gross Settlement Amount, including the Class Counsel Fees
14 Payment, the Class Representative Service Payment, and the PAGA Penalties, will increase
15 proportionally according to the number of additional Class Work Weeks.

16 C. Net Settlement Distributed to Class Members. After making the above deductions
17 in amounts approved by the Court, the Administrator will distribute the rest of the Gross
18 Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class
19 Members based on their Class Period Class Work Weeks.

20 D. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking
21 the Court to approve an allocation of 20.00% of each Individual Class Payment to taxable wages
22 ("Wage Portion") and 80.00% to interest and penalties ("Non-Wage Portion."). The Wage Portion
23 is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay
24 employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted
25 as penalties rather than wages for tax purposes. The Administrator will report the Individual
26 PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099
27 Forms.

28 Although Plaintiff and Defendant have agreed to these allocations, neither side is giving
you any advice on whether your Payments are taxable or how much you might owe in taxes. You
are responsible for paying all taxes (including penalties and interest on back taxes) on any
Payments received from the proposed Settlement. You should consult a tax advisor if you have
any questions about the tax consequences of the proposed Settlement.

E. Need to Promptly Cash Payment Checks. The front of every check issued for
Individual Class Payments and Individual PAGA Payments will show the date when the check
expires (the void date). If you don't cash it by the void date, your check will be automatically
cancelled, and the monies will be deposited with the California Controller's Unclaimed Property
Fund (https://www.sco.ca.gov/search_upd.html) in your name.

1 If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you
2 should consult the rules of the Fund for instructions on how to retrieve your money. You can
contact the Unclaimed Property Fund at (800) 992-4647.

3 F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated
4 as a Participating Class Member, participating fully in the Class Settlement, unless you notify the
Administrator in writing, not later than <<RESPONSE DEADLINE>>, that you wish to opt-out.
5 The easiest way to notify the Administrator is to email, fax, or mail a written and signed Request
6 for Exclusion by the <<RESPONSE DEADLINE>> Response Deadline. The Request for
Exclusion should be a letter from a Class Member or his/her representative setting forth a Class
7 Member's name, present address, telephone number, and a simple statement electing to be
excluded from the Settlement. You may use the enclosed Election Not To Participate In
8 Settlement form for this purpose. Excluded Class Members (i.e., Non-Participating Class
Members) will not receive Individual Class Payments, but will preserve their rights to personally
9 pursue claims against Defendant for violations of California's labor laws.

10 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
11 themselves from the Class Settlement (Non-Participating Class Members) remain eligible for
Individual PAGA Payments and Plaintiff releases Defendant from civil penalties it may owe to
12 the Aggrieved Employees.

13 G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
14 possible the Court will decline to grant Final Approval of the Settlement or decline enter a
Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff
15 and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not
pay any money and Class Members will not release any claims against Defendant.

16 H. Administrator. The Court has appointed a neutral company, Xpand Legal
17 Consulting LLC (the "Administrator") to send this Class Notice, calculate and make payments,
and process Class Members' Requests for Exclusion. The Administrator will also decide Class
18 Member Challenges over Class Work Weeks/PAGA Pay Periods, mail and re-mail settlement
checks and tax forms, and perform other tasks necessary to administer the Settlement. The
19 Administrator's contact information is contained in Section 9 of this Notice.

20 I. Participating Class Members' Release. After the Judgment is final and Defendant
21 has fully funded the Gross Settlement (and separately paid all employer payroll taxes),
Participating Class Members will be legally barred from asserting any of the claims released under
22 the Settlement. This means that unless you opted out by validly excluding yourself from the Class
Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and
23 each of its ach of its former and present directors, officers, shareholders, owners, members,
attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates for wages based
24 on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the
25 Action and resolved by this Settlement.

26 The Participating Class Members will be bound by the following release:
27
28

1 All Participating Class Members, on behalf of themselves and their respective
2 former and present representatives, agents, attorneys, heirs, administrators,
3 successors, and assigns, release Released Parties from all claims stated in the
4 Operative Complaint and those based solely upon the facts alleged in the Operative
5 Complaint. Except as set forth in Section 6.3 of the Settlement Agreement,
6 Participating Class Members do not release any other claims, including claims for
vested benefits, wrongful termination, violation of the Fair Employment and
Housing Act, unemployment insurance, disability, social security, workers'
compensation, or claims based on facts occurring outside the Class Period.

7 J. The PAGA Release. After the Court's judgment is final, and Defendant has paid
8 the Gross Settlement (and separately paid the employer-side payroll taxes), Plaintiff releases all
9 claims for civil penalties that could have been sought by the Labor Commissioner for the
10 violations identified in Plaintiff's pre-filing letter to the LWDA; Plaintiff does not release the
11 claim for wages or damages of any Aggrieved Employee unless such Aggrieved Employee is a
Participating Class Member.

12 **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

13 A. Individual Class Payments. The Administrator will calculate Individual Class
14 Payments by (a) dividing the Net Settlement Amount by the total number of Class Work Week
worked by all Participating Class Members, and (b) multiplying the result by the number of Class
Work Week worked by each individual Participating Class Member.

15 B. Individual PAGA Payments. The Administrator will calculate Individual PAGA
16 Payments by (a) dividing \$2,500.00 by the total number of PAGA Pay Periods worked by all
Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked
by each individual Aggrieved Employee.

17 C. Class Work Week/PAGA Pay Period Challenges. The number of Class Work
18 Weeks you worked during the Class Period and the number of PAGA Pay Periods you worked
19 during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this
Notice. You have until <<RESPONSE DEADLINE>> to challenge the number of Class Work
20 Weeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and
21 sending a letter to the Administrator by email, fax or regular U.S. mail. You can use the enclosed
Dispute form for this purpose. Section 9 of this Notice has the Administrator's contact
22 information.

23 You need to support your challenge by submitting copies of pay stubs or other records.
24 The Administrator will accept Defendant's calculation of Class Work Weeks and/or PAGA Pay
Periods based on Defendant's records as accurate unless you send copies of records containing
contrary information. You should send copies rather than originals because the documents will
25 not be returned to you. The Administrator will resolve Class Work Week and/or PAGA Pay
Period challenges based on your submission and on input from Class Counsel (who will advocate
26 on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's
27 decision is final. You can't appeal or otherwise challenge its final decision.

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5. HOW WILL I GET PAID?

A. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Email, fax, or mail a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. You may use the enclosed Election Not To Participate In Settlement form for this purpose. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Calkins vs. United Security Services, Inc.*, Case No. 20STCV35391, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. You should send your Request for Exclusion to the Administrator by email, fax, or send by regular U.S. mail. **The Administrator must be sent your request to be excluded by <<RESPONSE DEADLINE>>, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information. If you are an Aggrieved Employee, you will still receive an Individual PAGA Payment.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and approval of Class Counsel litigation fees and expenses and a service award to Plaintiff stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them and the Settlement Agreement on the Administrator's Website <<ADMINISTRATOR WEBSITE>> or the Court's website <<COURT WEBSITE>>.

1 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for
2 Final Approval and the requested fees, expenses and enhancement award may wish to object, for
3 example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel
4 or Plaintiff are too high or too low. **The deadline for sending written objections to the**
5 **Administrator is <<RESPONSE DEADLINE>>.** Be sure to tell the Administrator what you
6 object to, why you object, and any facts that support your objection. Make sure you identify the
7 Action, *Calkins vs. United Security Services, Inc.*, case no. 20STCV35391, and include your
8 name, current address, telephone number, and approximate dates of employment for Defendant
9 and sign the objection. Section 9 of this Notice has the Administrator's contact information. You
10 may use the enclosed Objection form for this purpose. You should send your objection to the
11 Administrator by email, fax, or send by regular U.S. mail.

12 Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at
13 your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready
14 to tell the Court what you object to, why you object, and any facts that support your objection.
15 See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval
16 Hearing.

17 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

18 You can, but don't have to, attend the Final Approval Hearing on <<FINAL APPROVAL
19 HEARING DATE>> at <<FINAL APPROVAL HEARING TIME>> in Department 7 of the Los
20 Angeles Superior Court, located at Spring Street Courthouse, 312 N Spring St., Los Angeles, CA
21 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement
22 and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the
23 Administrator. The Court will invite comment from objectors, Class Counsel and Defense
24 Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally
25 or virtually by <<CourtConnect/CourtCall/MicrosoftTeams>>
26 (<https://www.<<CourtVirtualAppearanceLink>>>). Check the Court's website for the most current
27 information.

28 It's possible the Court will reschedule the Final Approval Hearing. You should check the
Administrator's website <<ADMINISTRATOR WEBSITE>> beforehand or contact Class Counsel
to verify the date and time of the Final Approval Hearing.

1 **9. HOW CAN I GET MORE INFORMATION?**

2 The Agreement sets forth everything Defendant and Plaintiff have promised to do under the
3 proposed Settlement. The easiest way to read the Agreement, the Judgment or any other
4 Settlement documents is to go to the Administrator's website at <<CLERK OF COURT'S PHONE
5 NUMBER>>. You can also telephone or send an email to Class Counsel or the Administrator
6 using the contact information listed below, or consult the Superior Court website by going to
7 (<http://www.<<COURT'S WEBSITE>>.aspx>) and entering the Case Number for the Action, Case
8 No. 20STCV35391. You can also make an appointment to personally review court documents in
9 the Clerk's Office at the Spring Street Courthouse by calling <<CLERK OF COURT'S PHONE
10 NUMBER>>.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorney: David Glenn Spivak
Email Address: david@spivaklaw.com
Name of Firm: The Spivak Law Firm
Mailing Address: 8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
Telephone: (213) 725-9094

Administrator:

Name of Company: Xpand Legal Consulting LLC
Email Address: _____
Mailing Address: _____
Telephone: _____
Fax Number: _____

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund (https://www.sco.ca.gov/search_upd.html) for instructions on how to retrieve the funds. You can contact the Unclaimedx Property Fund at (800) 992-4647.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

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EXHIBIT B

Calkins v. United Security Services, Inc.
Superior Court of the State of California, County of Los Angeles
Case No. 20STCV35391

ELECTION NOT TO PARTICIPATE IN SETTLEMENT FORM

**IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND
BE ELIGIBLE FOR A SHARE OF THE SETTLEMENT PROCEEDS,
DO NOT FILL OUT THIS FORM.**

**IF YOU DO NOT WANT TO BE INCLUDED IN THE SETTLEMENT, YOU MUST
COMPLETE AND SIGN THIS DOCUMENT AND MAIL IT TO THE ADDRESS
BELOW, EMAILED, FAXED, OR POSTMARKED NOT LATER THAN <<RESPONSE
DEADLINE>>:**

Calkins v. United Security Services, Inc. Class Action Administrator
c/o ____

I declare as follows: I have received notice of the proposed settlement in this action and I wish to be excluded from the class and ***not*** to participate in the proposed settlement. I understand this means that I will not be bound by the Settlement and also will not share in the settlement proceeds. I understand that exclusion from the Class Settlement will not result in exclusion from the PAGA portion of the Settlement. If I am an Aggrieved Employee under the Settlement, I will still receive an Individual PAGA Payment.

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(Identification Number)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and was executed on ____.

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EXHIBIT C

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Indicate Name/Address Changes, if any:

XX - XX -

Class Action and PAGA Settlement Agreement

1 Individual PAGA Payment in the approximate estimated amount of <<\$PAGA Settlement Share
2 Amount>>

3 If you wish to dispute the number of Class Work Weeks and/or PAGA Pay Periods credited to
4 you, or anything else about your employment status, you must complete and return this form by
5 indicating what you believe is incorrect on the blank lines below and return it on or before
6 <<RESPONSE DEADLINE>> to the Administrator by email, fax, or regular U.S. Mail with
7 proof of the submission date (such as a postmark or delivery service date stamp). You may use
8 this Class Work Weeks/PAGA Pay Periods Dispute Form for this purpose. You must also send
9 any documents or other information that you contend supports your belief that the information
10 set forth above is incorrect. The Administrator will resolve any dispute based upon Defendant's
11 records and any information you provide. Please be advised that the information on this Class
12 Work Weeks/PAGA Pay Periods Dispute Form is presumed to be correct unless the documents
13 you submit are company records from Defendant.

14 _____
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17 _____

18 **UNLESS YOU ARE FILING A DISPUTE REGARDING THE NUMBER OF CLASS**
19 **WORK WEEKS/PAGA PAY PERIODS, RECEIPT OF A SETTLEMENT PAYMENT,**
20 **OR YOUR EMPLOYMENT STATUS, YOU DO NOT NEED TO TAKE ANY ACTION**

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EXHIBIT D

1 **OBJECTION FORM**

2 ***Calkins v. United Security Services, Inc.***
3 **Superior Court of the State California, County of Los Angeles**
4 **Case No. 20STCV35391**

5 Please verify and/or complete any missing identifying information:

6 CPT ID: <<CPT ID>>

7 <<Name>>

8 <<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip>>

CORRECT NAME AND ADDRESS HERE:

Telephone Number: (_____) _____ - _____

10 **THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE**
11 **SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF**
12 **YOU OBJECT TO THE SETTLEMENT, YOU SHOULD SIGN AND COMPLETE THIS**
13 **FORM ACCURATELY AND IN ITS ENTIRETY (OR ONE LIKE IT), AND YOU**
14 **SHOULD EMAIL IT TO <<_____@_____.COM>>, FAX IT TO <<XXX-XXX-**
15 **XXXX>>, OR MAIL IT BY FIRST CLASS U.S. MAIL TO THE ADMINISTRATOR SO**
16 **THAT IT IS POSTMARKED ON OR BEFORE <<RESPONSE DEADLINE>>. THE**
17 **ADDRESS FOR THE ADMINISTRATOR IS NOTED ON PAGE TWO OF THIS FORM.**

18 **IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM.**
19 **THE ADMINISTRATOR WILL SEND THIS OBJECTION AND ANY SUPPORTING**
20 **DOCUMENTS TO THE ATTORNEYS FOR THE PARTIES. THE ATTORNEYS FOR**
21 **THE PARTIES WILL FILE THE OBJECTION WITH THE COURT.**

22 The Court will consider your objection at the Final Approval Hearing if you timely submit it.
23 Include any and all evidence and supporting papers (including, without limitation, all briefs,
24 written evidence, and declarations) that you would like the Court to consider. However, you may
25 speak to the Court at the final approval hearing whether or not you submit a timely objection.

26 [] I OBJECT to the *Calkins v. United Security Services, Inc.* Settlement on the following
27 grounds (if additional space necessary, please include additional sheets of paper):

28 _____

[] I am or will be represented by an attorney (provide name and address of attorney on lines below if applicable):

Executed on _____, 2023

(Signature)

<<Name>>

(Printed Name)

EMAIL TO THE ADMINISTRATOR: << _____@_____.COM>>

FAX TO THE ADMINITRATOR: <<(XXX) XXX-XXXX>>

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL
POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:

Calkins v. United Security Services, Inc. Administrator

[ADDRESS]

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EXHIBIT E

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**
10 **(UNLIMITED JURISDICTION)**

11 CARISSA CALKINS, on behalf of himself and
12 all others similarly situated, and as an “aggrieved
13 employee” on behalf of other “aggrieved
14 employees” under the Labor Code Private
Attorneys General Act of 2004,

15 *Plaintiff(s),*

16 vs.

17 UNITED SECURITY SERVICES, INC., an
18 Illinois corporation; and DOES 1–50, inclusive,

19 *Defendant(s).*

Case No. 20STCV35391

**[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

Action filed: September 16, 2020
Dept: 7, The Honorable
Lawrence P. Riff

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21
22 The Motion of Plaintiff Chris Marcus Calkins née Carissa Calkins (hereafter referred to
23 as “Plaintiff”) for Preliminary Approval of a Class Action Settlement (the “Motion”) was
24 considered by the Court, The Honorable Lawrence P. Riff presiding. The Court having considered
25 the Motion, the Class Action and PAGA Settlement Agreement and Class Notice (“Settlement”
26 or “Settlement Agreement”), and supporting papers, HEREBY ORDERS THE FOLLOWING:
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1 1. The Court grants preliminary approval of the Settlement and the Settlement Class
2 based upon the terms set forth in the Settlement filed as an Exhibit to the Motion for Preliminary
3 Approval. All terms herein shall have the same meaning as defined in the Settlement. The Court
4 has determined only that there is sufficient evidence to suggest that the proposed settlement might
5 be fair, adequate, and reasonable, and that any final determination of those issues will be made at
6 the final hearing. The Court will make a determination at the hearing on the motion for final
7 approval of class action settlement (the “Final Approval Hearing”) as to whether the Settlement
8 is fair, adequate and reasonable to the Settlement Class.
9

10 2. For purposes of this Preliminary Approval Order, the “Settlement Class” means
11 all Defendant’s hourly, non-exempt California security guard employees during the who worked
12 anytime during the Class Period. The “Class Period” shall mean the period of time from
13 September 16, 2016, through May 31, 2024.
14

15 3. Based on a review of its records to date, Defendant estimates there are 2,669 Class
16 Members who collectively worked a total of 30,741 Class Work Weeks during the period from
17 September 16, 2016 to July 15, 2023. If the Class Work Weeks during the Class Period exceeds
18 30,741 by more than 10.00%, the Gross Settlement Amount, including the Class Counsel Fees
19 Payment, the Class Representative Service Payment, and the PAGA Penalties, will increase
20 proportionally according to the number of additional Work Weeks.
21

22 4. “Effective Date” means the date by when all of the following have occurred: (a)
23 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; (b) the
24 Judgment is final; and (c) Defendant receives notice of the Court’s entry of Judgment on its Order
25 Granting Final Approval of the Settlement. The Judgment is final as of the latest of the following
26 occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court
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enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

5. This action is provisionally certified pursuant to section 382 of the California Code of Civil Procedure and Rule 3.760, et seq. of the California Rules of Court as a class action for purposes of settlement only with respect to the proposed Settlement Class.

6. Not later than 15 days after Defendant receives notice that the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under the Settlement Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

7. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Class Work Weeks, and PAGA Pay Periods in the Class Data.

8. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified

1 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Notice Packet
2 with Spanish translation, if applicable substantially in the forms attached to this order as **Exhibits**
3 **A, B, C, and D**. The first page of the Class Notice shall prominently estimate the dollar amounts
4 of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member,
5 and the number of Class Work Weeks and PAGA Pay Periods (if applicable) used to calculate these
6 amounts. Before mailing Notice Packets, the Administrator shall update Class Member addresses
7 using the National Change of Address database.
8

9 9. Not later than three (3) business days after the Administrator’s receipt of any
10 Notice Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice
11 Packet using any forwarding address provided by the USPS. If the USPS does not provide a
12 forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail
13 the Notice Packet to the most current address obtained. The Administrator has no obligation to
14 make further attempts to locate or send Notice Packet to Class Members whose Notice Packet is
15 returned by the USPS a second time.
16

17 10. Class Counsel’s contact information is David Glenn Spivak, Esq., The Spivak Law
18 Firm, 8605 Santa Monica Bl, PMB 42554, West Hollywood, CA 90069. Defense Counsel’s
19 contact information is Aaron H. Cole, Ogletree, Deakins, Nash, Smoak & Stewart, P.C., 400
20 South Hope Street, Suite 1200, Los Angeles, CA, 90071.
21

22 11. The deadlines for Class Members’ written objections, Challenges to Class Work
23 Weeks and/or PAGA Pay Periods (disputes), and Requests for Exclusion will be extended an
24 additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class
25 Members whose notice is re-mailed. The Administrator will inform the Class Member of the
26 extended deadline with the re-mailed Notice Packet.
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1 12. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
2 discovers any persons who believe they should have been included in the Class Data and should
3 have received Notice Packet, the Parties will expeditiously meet and confer in person or by
4 telephone, and in good faith, in an effort to agree on whether to include them as Class Members.
5 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
6 Members, and the Administrator will send, via email or overnight delivery, a Notice Packet
7 requiring them to exercise options under the Settlement Agreement not later than 14 days after
8 receipt of Notice Packet, or the deadline dates in the Notice Packet, which ever are later.
9

10 13. Requests for Exclusion. Class Members who wish to exclude themselves (opt-out
11 of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written
12 Request for Exclusion not later than 60 days after the Administrator mails the Notice Packet (plus
13 an additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for
14 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates
15 the Class Member's election to be excluded from the Settlement and includes the Class Member's
16 name, address and email address or telephone number. To be valid, a Request for Exclusion must
17 be timely faxed, emailed, or postmarked by the Response Deadline. An Election Not to Participate
18 in Settlement form, attached as Exhibit B, may be used for this purpose but is not required.
19

20 14. The Administrator may not reject a Request for Exclusion as invalid because it
21 fails to contain all the information specified in the Class Notice. The Administrator shall accept
22 any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of
23 the person as a Class Member and the Class Member's desire to be excluded. The Administrator's
24 determination shall be final and not appealable or otherwise susceptible to challenge. If the
25 Administrator has reason to question the authenticity of a Request for Exclusion, the
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1 Administrator may demand additional proof of the Class Member's identity. The Administrator's
2 determination of authenticity shall be final and not appealable or otherwise susceptible to
3 challenge.

4 15. Every Class Member who does not submit a timely and valid Request for Exclusion
5 is deemed to be a Participating Class Member under the Settlement Agreement, entitled to all
6 benefits and bound by all terms and conditions of the Settlement, including the Participating Class
7 Members' Releases under Paragraphs 6.2 and 6.3 of the Settlement, regardless whether the
8 Participating Class Member actually receives the Class Notice or objects to the Settlement.
9

10 16. Every Class Member who submits a valid and timely Request for Exclusion is a
11 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
12 right to object to the class action components of the Settlement. Plaintiff releases all claims for
13 civil penalties that could have been sought by the Labor Commissioner for the violations
14 identified in Plaintiffs pre-filing letter to the LWDA; Plaintiff does not release the claim for wages
15 or damages of any Aggrieved Employee unless such Aggrieved Employee is a Participating Class
16 Member.
17

18 17. Challenges to Calculation of Class Work Weeks/PAGA Pay Periods. Each Class
19 Member shall have 60 days after the Administrator mails the Notice Packet (plus an additional
20 14 days for Class Members whose Notice Packet is re-mailed) to challenge the number of Class
21 Work Weeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice.
22 This is also known as a dispute. A Class Work Week/PAGA Pay Period Dispute form, attached
23 as Exhibit C, may be used for this purpose but is not required. The Class Member may challenge
24 the allocation by communicating with the Administrator via fax, email or mail. The Administrator
25 must encourage the challenging Class Member to submit supporting documentation. In the
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1 absence of any contrary documentation, the Administrator is entitled to presume that the Class
2 Work Weeks and/or PAGA Pay Periods contained in the Class Notice are correct so long as they
3 are consistent with the Class Data. The Administrator's determination of each Class Member's
4 allocation of Class Work Weeks and/or PAGA Pay Periods shall be final and not appealable or
5 otherwise susceptible to challenge. The Administrator shall promptly provide copies of all
6 challenges to calculation of Class Work Weeks and/or PAGA Pay Periods to Defense Counsel
7 and Class Counsel and the Administrator's determination the challenges.

9 18. Objections to Settlement. Only Participating Class Members may object to the
10 class action components of the Settlement and/or this Agreement, including contesting the
11 fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
12 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

14 19. Participating Class Members may send written objections to the Administrator, by
15 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
16 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
17 Participating Class Member who elects to send a written objection to the Administrator must do
18 so not later than 60 days after the Administrator's mailing of the Notice Packet (plus an additional
19 14 days for Class Members whose Notice Packet was re-mailed). An The Objection form attached
20 as Exhibit D may be used for this purpose but is not required.

22 20. Non-Participating Class Members have no right to object to any of the class action
23 components of the Settlement.

24 21. Not later than 14 days before the date by which Plaintiff is required to file the
25 Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and
26 Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and
27

compliance with all of its obligations under the Settlement Agreement, including, but not limited to, its mailing of the Notice Packets, the Notice Packets returned as undelivered, the re-mailing of Notice Packets, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

22. The Court approves, as to form and content, the Class Notice in substantially the form attached as Exhibit A to this Order, the Election Not to Participate in Settlement form in substantially the form attached as Exhibit B to this Order, the Class Work Weeks and/or PAGA Pay Periods Dispute form in substantially the form attached as Exhibit C to this Order, and the Objection form in substantially the form attached as Exhibit D to this Order.

23. The Court approves, for settlement purposes only, David Glenn Spivak of The Spivak Law Firm and Walter L. Haines of United Employees Law Group as Class Counsel.

24. The Court approves, for settlement purposes only, Chris Marcus Calkins née Carissa Calkins as the Class Representative.

25. The Court approves Xpand Legal Consulting LLC as the Administrator.

26. The Court preliminarily approves Class Counsel's request for attorneys' fees and costs subject to final review by the Court.

27. The Court preliminarily approves the estimated Administrator costs payable to the Administrator subject to final review by the Court.

28. The Court preliminarily approves Plaintiff's Class Representative Service Payment subject to final review by the Court.

1 29. A Final Approval Hearing shall be held on ____ at ____**.m.** in Department 7 of the
2 Superior Court for the State of California, County of Los Angeles, located at the Spring Street
3 Courthouse, 312 N Spring St., Los Angeles, CA 90012 to consider the fairness, adequacy and
4 reasonableness of the proposed Settlement preliminarily approved by this Preliminary Approval
5 Order, and to consider the application of Class Counsel for attorneys' fees and costs and the Class
6 Representative Service Payment to the Class Representative. The notice of motion and all briefs
7 and materials in support of the motion for final approval of class action settlement and motion for
8 attorneys' fees and litigation costs shall be served and filed with this Court on or before ____.
9 Plaintiff's counsel must give notice to any objecting party of any continuance of the hearing of
10 the motion for final approval.
11

12 30. If for any reason the Court does not execute and file a Final Approval Order and
13 judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason, the
14 proposed Settlement that is the subject of this order, and all evidence and proceedings had in
15 connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the
16 litigation, as more specifically set forth in the Settlement.
17

18 31. The Court expressly reserves the right to adjourn or continue the Final Approval
19 Hearing from time to time without further notice to members of the Class. The Plaintiff shall give
20 prompt notice of any continuance to Settlement Class Members who object to the Settlement.
21

22 **IT IS SO ORDERED.**
23

24 _____
25 **DATE**

25 **THE HONORABLE LAWRENCE P.**
26 **RIFF**
27 **SUPERIOR COURT JUDGE**

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EXHIBIT F

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
(UNLIMITED JURISDICTION)

CARISSA CALKINS, on behalf of himself and all others similarly situated, and as an “aggrieved employee” on behalf of other “aggrieved employees” under the Labor Code Private Attorneys General Act of 2004,

Plaintiff(s),

vs.

UNITED SECURITY SERVICES, INC., an Illinois corporation; and DOES 1–50, inclusive,

Defendant(s).

Case No. 20STCV35391

[PROPOSED] FINAL ORDER AND JUDGMENT APPROVING CLASS ACTION SETTLEMENT

Action filed: September 16, 2020
Dept: 7, The Honorable Lawrence P. Riff

This matter came on for hearing on ____ at ____m. in Department 7 of the above-captioned court on Plaintiff’s Motion for Final Approval of a Class Action Settlement pursuant to California Rules of Court, Rule 3.769, as set forth in the Joint Stipulation of Class Action Settlement and Release of Claims (the “Settlement”) filed herewith which provides for a Gross Settlement Amount (“GSA”) of up to \$350,000.00 in compromise of all disputed claims on behalf of all Defendant’s hourly, non-exempt California security guard employees during the period of September 16, 2016 to May 31, 2024 (“Settlement Class Period”). All capitalized terms used

1 herein shall have the same meaning as defined in the Settlement.

2 In accordance with the Court's prior Order Granting Preliminary Approval of Class
3 Action Settlement, Class Members have been given notice of the terms of the Settlement and the
4 opportunity to submit a claim, request exclusion, comment upon or object to it or to any of its
5 terms. Having received and considered the Settlement, the supporting papers filed by the Parties,
6 and the evidence and argument received by the Court in conjunction with the motions for
7 preliminary and final approval of the Settlement, the Court grants final approval of the Settlement
8 and HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING
9 DETERMINATIONS¹:
10

11 1. The Court has jurisdiction over the subject matter of the Action and over all Parties
12 to the Action, including all Class Members. Pursuant to this Court's Order Granting Preliminary
13 Approval of Class Action Settlement of ___, the Notice Packet was sent to each Class Member
14 by First Class U.S. mail. The Notice Packet informed Class Members of the terms of the
15 Settlement, their right to receive their proportional share of the Settlement, their right to request
16 exclusion, their right to comment upon or object to the Settlement, and their right to appear in
17 person or by counsel at the final approval hearing and be heard regarding final approval of the
18 Settlement. Adequate periods of time were provided by each of these procedures. No member of
19 the Settlement Class presented written objections to the proposed Settlement as part of this notice
20 process, stated an intention to appear, or actually appeared at the final approval hearing.
21

22 2. For purposes of this Final Order and Judgment, the Class Members are all persons
23
24

25 _____
26 ¹ A true and correct copy of the Court's ruling on the Motion for Final Approval of Class Action
27 Settlement entered on ___ is attached hereto as **Exhibit A** and incorporated by reference. A true
28 and correct copy of the Court's Minute Order dated ___ is attached hereto as **Exhibit B** and
incorporated by reference.

1 employed by Defendant in California and classified as an hourly, non-exempt security guard
2 during the Class Period of September 16, 2016 to May 31, 2024.

3 3. The Court finds and determines that the notice procedure afforded adequate
4 protections to Class Members and provides the basis for the Court to make an informed decision
5 regarding final approval of the Settlement based on the responses of Class Members. The Court
6 finds and determines that the notice provided in this case was the best notice practicable, which
7 satisfied the requirements of law and due process as to all persons entitled to such notice.
8

9 **Release by Plaintiff and Class Members.** The Parties agree that it is their intent that the
10 resolution set forth in this Settlement will release and discharge the Released Claims by way of
11 any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or other action
12 of any kind by each and all of the Settlement Class Members (including participation to any extent
13 in any representative or collective action) against the Released Parties. This release will not take
14 effect until Defendant has paid the Gross Settlement Amount in full per this Settlement
15 Agreement.
16

17 **PAGA Release.** Plaintiff releases all claims for civil penalties that could have been
18 sought by the Labor Commissioner for the violations identified in Plaintiff's pre-filing letter to
19 the LWDA; Plaintiff does not release the claim for wages or damages of any Aggrieved Employee
20 unless such Aggrieved Employee is a Participating Class Member.
21

22 **"Released Claims"** shall mean all claims stated in the Operative Complaint and based
23 solely on the facts alleged in the Operative Complaint. **"Released Parties"** shall mean Defendant,
24 and each of its ach of its former and present directors, officers, shareholders, owners, members,
25 attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

26 2. The Court further finds and determines that the terms of the Settlement are fair,
27
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1 reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and
2 provisions of the Settlement, including the release of claims contained therein, should be and
3 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
4 according to its terms. As of the Effective Date of Settlement, and for the duration of the
5 Settlement Class Period, all Class Members are hereby deemed to have waived and released all
6 Released Claims and are forever barred and enjoined from prosecuting the Released Claims
7 against the Released Parties as fully set forth in the Settlement. No objections were received by
8 the Parties or the Court through the date of this Final Order and Judgment. The Court finds ____
9 Class Member(s) - ____ - submitted a request for exclusion from the Settlement as determined by
10 the Administrator and therefore is/are not in the Settlement Class.

11
12 3. The Court finds and determines that (a) the Settlement Shares to be paid to
13 Participating Class Members and (b) the LWDA payment as civil penalties under the California
14 Labor Code Private Attorneys General Act of 2004, as amended, California Labor Code sections
15 2699 *et seq.*, as provided for by the Settlement are fair and reasonable. The Court hereby grants
16 final approval to, and orders the payment of, those amounts be made to the Participating Class
17 Members and to the California Labor & Workforce Development Agency (“LWDA”), in
18 accordance with the terms of the Settlement.

19
20 4. The Court further grants final approval to and orders that the following payments
21 be made in accordance with the terms of the Settlement:

22
23 a. Class Counsel fees & costs of \$116,666.00 in attorneys’ fees and
24 \$16,500.00 in litigation costs to Class Counsel;

25 b. \$15,000.00 as a Class Representative Service Payment award payable to
26 Plaintiff Chris Marcus Calkins née Carissa Calkins for his service as a Class Representative;
27
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1 c. \$35,000.00 in costs of the Administrator payable to Xpand Legal
2 Consulting LLC for its services as the Administrator; and

3 d. Payment of \$7,500.00 (75% of the (\$10,000.00 PAGA penalty) to the
4 LWDA.

5 7. The settlement shall proceed as directed in the Settlement, and no payments
6 pursuant to the Settlement shall be distributed until after the Effective Date of Settlement. Without
7 affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction
8 of all matters relating to the interpretation, administration, implementation, effectuation and
9 enforcement of this Final Order and Judgment and the Settlement pursuant to California Rule of
10 Court 3.769(h).

11 8. Within 14 calendar days of the Effective Date of Settlement, Defendant shall
12 deposit the Settlement proceeds in an account designated by the Administrator: (i) the total
13 amount of all Individual Class Payments to Participating Class Members, (ii) the Court approved
14 amount of all Individual Class Payments to Participating Class Members, (ii) the Court approved
15 Class Counsel fees & costs, (iii) the Court-approved Class Representative Service Payment, (iv)
16 the Court-approved costs of the Administrator, (v) the payment to the LWDA, and (vi) (i) the
17 total amount of all Individual PAGA Payments to Aggrieved Employees.

18 9. Other than its employer side payroll taxes, Defendant's payment of such sums
19 shall be the sole financial obligation of Defendant under the Settlement, and shall be in full
20 satisfaction of all claims released herein, including, without limitation, all claims for wages,
21 penalties, interest, attorneys' fees, costs and expenses.

22 10. Pursuant to CCP 384 and the Settlement, Participating Class Members shall have
23 one hundred and eighty (180) days from the date of the check's issuance to cash their Settlement
24 Share check. After the expiration of the 180-day period, on Defendant's behalf, the Administrator
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1 shall remit any amounts from voided settlement checks and otherwise unclaimed, plus interest on
2 the Residue at the legal rate of interest from the date of entry of the initial judgement to the
3 California Unclaimed Property Fund.

4 11. The Parties shall file a final accounting report by _____. A non-appearance case
5 review re submission of a final report is scheduled for _____ at _____.m. in **Department 7**. The
6 Parties shall also prepare and file a stipulation and proposed order and proposed Amended Final
7 Order and Judgment by _____ which includes the amount of distribution of unpaid cash Residue,
8 and unclaimed or abandoned funds to the non-party, the accrued interest on that sum. The
9 stipulation shall be signed by counsel for the class and defense counsel in accord with the
10 proposed Amended Final Order and Judgment. If there are objections by any party or non-party,
11 class counsel shall immediately notify the Court and the matter will be set for further hearing. A
12 non-appearance hearing for the lodging of the stipulation and proposed order and separate
13 amended judgment is scheduled for _____ at _____.m. in **Department 7**.

14 12. Nothing in this Final Order and Judgment shall preclude any action to enforce the
15 Parties' obligations under the Settlement or hereunder, including the requirement that Defendant
16 deposit funds for distribution by the Administrator to Participating Class Members in accordance
17 with the Settlement.

18 13. The Court hereby enters final judgment in this case in accordance with the terms
19 of the Settlement, Order Granting Preliminary Approval of Class Action Settlement, and this Final
20 Order and Judgment.

21 14. The Parties are hereby ordered to comply with the terms of the Settlement.

22 15. The Parties shall bear their own costs and attorneys' fees except as otherwise
23 provided by the Settlement and this Final Order and Judgment.

1 16. The Settlement is not an admission by Defendant nor is this Final Order and
2 Judgment a finding of the validity of any claims in the Action or of any wrongdoing by Defendant.
3 Furthermore, the Settlement is not a concession by Defendant and shall not be used as an
4 admission of any fault, omission, or wrongdoing by Defendant. Neither this Final Order and
5 Judgment, the Settlement, any document referred to herein, any exhibit to any document referred
6 to herein, any action taken to carry out the Settlement, nor any negotiations or proceedings related
7 to the Settlement are to be construed as, or deemed to be evidence of, or an admission or
8 concession with regard to, the denials or defenses of Defendant, and shall not be offered in
9 evidence in any proceeding against the Parties hereto in any Court, administrative agency, or other
10 tribunal for any purpose whatsoever other than to enforce the provisions of this Final Order and
11 Judgment. This Final Order and Judgment, the Settlement and exhibits thereto, and any other
12 papers and records on file in the Action may be filed in this Court or in any other litigation as
13 evidence of the settlement by Defendant to support a defense of res judicata, collateral estoppel,
14 release, or other theory of claim or issue preclusion or similar defense as to the Released Claims.

15
16
17 17. This document shall constitute a Judgment for purposes of California Rule of
18 Court 3.769(h).

19 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

20
21
22 _____
23 **DATE**

24 _____
25 **THE HONORABLE LAWRENCE P.**
26 **RIFF**
27 **SUPERIOR COURT JUDGE**