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7 Attorneys for Plaintiff,

8 CHRIS MARCUS CALKINS, and all others similarly situated

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

10 **FOR THE COUNTY OF LOS ANGELES**

11 **(UNLIMITED JURISDICTION)**

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

16 *Plaintiff(s),*

17 vs.

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

21 *Defendant(s).*

Case No. 20STCV35391

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

Hearing Date: December 9, 2024

Hearing Time: 10:00 a.m.

Hearing Dept.: SSC-7, The Honorable
Lawrence P. Riff

Action filed: September 16, 2020



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1 The Motion of Plaintiff Chris Marcus Calkins née Carissa Calkins (hereafter referred to
2 as “Plaintiff”) for Preliminary Approval of a Class Action Settlement (the “Motion”) was
3 considered by the Court, The Honorable Lawrence P. Riff presiding. The Court having considered
4 the Motion, the Class Action and PAGA Settlement Agreement and Class Notice (“Settlement”
5 or “Settlement Agreement”), and supporting papers, HEREBY ORDERS THE FOLLOWING:

6 1. The Court grants preliminary approval of the Settlement and the Settlement Class
7 based upon the terms set forth in the Settlement filed as an Exhibit to the Motion for Preliminary
8 Approval. All terms herein shall have the same meaning as defined in the Settlement. The Court
9 has determined only that there is sufficient evidence to suggest that the proposed settlement might
10 be fair, adequate, and reasonable, and that any final determination of those issues will be made at
11 the final hearing. The Court will make a determination at the hearing on the motion for final
12 approval of class action settlement (the “Final Approval Hearing”) as to whether the Settlement
13 is fair, adequate and reasonable to the Settlement Class.

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

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

24 4. “Effective Date” means the date by when all of the following have occurred: (a)
25 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; (b) the
26 Judgment is final; and (c) Defendant receives notice of the Court’s entry of Judgment on its Order
27 Granting Final Approval of the Settlement. The Judgment is final as of the latest of the following
28 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 in the Class Data, via first-class United States Postal Service ("USPS") mail, the Notice Packet with Spanish translation, if applicable substantially in the forms attached to this order 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 Member, and the number of Class Work Weeks and PAGA Pay Periods (if applicable) used to calculate these



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1 amounts. Before mailing Notice Packets, the Administrator shall update Class Member addresses
2 using the National Change of Address database.

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

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

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

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

27 13. Requests for Exclusion. Class Members who wish to exclude themselves (opt-out
28 of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written



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1 Request for Exclusion not later than 60 days after the Administrator mails the Notice Packet (plus
2 an additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for
3 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates
4 the Class Member's election to be excluded from the Settlement and includes the Class Member's
5 name, address and email address or telephone number. To be valid, a Request for Exclusion must
6 be timely faxed, emailed, or postmarked by the Response Deadline. An Election Not to Participate
7 in Settlement form, attached as Exhibit B, may be used for this purpose but is not required.

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

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

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



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

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

20 19. Participating Class Members may send written objections to the Administrator, by
21 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
22 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
23 Participating Class Member who elects to send a written objection to the Administrator must do
24 so not later than 60 days after the Administrator's mailing of the Notice Packet (plus an additional
25 14 days for Class Members whose Notice Packet was re-mailed). An The Objection form attached
26 as Exhibit D may be used for this purpose but is not required.

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



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

29. A Final Approval Hearing shall be held on _____ at _____ .m. in Department 7 of the Superior Court for the State of California, County of _____



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1 Los Angeles, located at the Spring Street Courthouse, 312 N Spring St., Los Angeles, CA 90012
2 to consider the fairness, adequacy and reasonableness of the proposed Settlement preliminarily
3 approved by this Preliminary Approval Order, and to consider the application of Class Counsel
4 for attorneys' fees and costs and the Class Representative Service Payment to the Class
5 Representative. The notice of motion and all briefs and materials in support of the motion for final
6 approval of class action settlement and motion for attorneys' fees and litigation costs shall be
7 served and filed with this Court sixteen (16) Court days before the Final Approval Hearing.
8 Plaintiff's counsel must give notice to any objecting party of any continuance of the hearing of
9 the motion for final approval.

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

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

18 **IT IS SO ORDERED.**

19
20
21 **DATE**

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



27 **SPIVAK LAW**
28 **EMPLOYEE RIGHTS**

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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.
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4	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.
5	Written Objections Must be Submitted by <<RESPONSE DEADLINE>>	
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10	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.
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15	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.
16	Written Challenges Must be Submitted by <<RESPONSE DEADLINE>>	
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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 **I.**

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

II.

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

1. Attorney Fees and Costs. Up to \$116,666.00 (33.33% of the Gross
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.

2. Class Representative Service Award. Up to \$15,000.00 as a Class
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
Action and resolved by this Settlement.
25

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
15 worked by all Participating Class Members, and (b) multiplying the result by the number of Class
16 Work Week worked by each individual Participating Class Member.

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

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

You need to support your challenge by submitting copies of pay stubs or other records.
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
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
on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's
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).

III. 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>>.

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2 **IV. DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION**
3 **ABOUT THE SETTLEMENT.**

4 Class Counsel:

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

9 Administrator:

10 Name of Company: Xpand Legal Consulting LLC
11 Email Address: _____
12 Mailing Address: _____
13 Telephone: _____
14 Fax Number: _____

15 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

16 If you lose or misplace your settlement check before cashing it, the Administrator will replace it
17 as long as you request a replacement before the void date on the face of the original check. If
18 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
19 contact the Unclaimedx Property Fund at (800) 992-4647.

20 **11. WHAT IF I CHANGE MY ADDRESS?**

21 To receive your check, you should immediately notify the Administrator if you move or otherwise
22 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 ____.

Dated: ____.

(Signature)

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EXHIBIT C

1 **CLASS WORK WEEK/PAGA PAY PERIOD DISPUTE FORM**

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

5 Indicate Name/Address Changes, if any: _____

6 <<Name>> _____

7 <<Address>> _____

8 <<City>>, <<State>> <<Zip Code>> _____

9 XX – XX – ____

10 The amount of your estimated Individual Class Payment is based upon the number of Class Work
11 Weeks you worked between September 16, 2016 and May 31, 2024. A Class Work Week is
12 defined as any work week in which you worked at least one (1) day as an hourly, non-exempt
13 security guards for United Security Services, Inc. (“Defendant”) in California during the calendar
14 week. A Class Work Week is defined as any work week in which you worked at least one (1)
15 day as an hourly, non-exempt security guards for United Security Services, Inc. (“Defendant”) in California during the calendar week.

16 The amount of your estimated Individual PAGA Payment is based upon the number of PAGA
17 Pay Periods you worked between July 7, 2019 and May 31, 2024. A PAGA Pay Period is defined
18 as any pay period (workweek) during which you worked for Defendant as an hourly, non-exempt
19 security guards for at least one day during that pay period.

20 The number of Class Work Weeks and PAGA Pay Periods applicable to your claim are set forth
21 below.

22 **YOUR ELIGIBLE CLASS WORK WEEKS**

23 Defendant’s records indicate that you worked <<number of Class Work Weeks>> Class Work
24 Weeks between September 16, 2016 and May 31, 2024 and <<number of PAGA Pay Periods>>
25 PAGA Pay Periods between July 7, 2019 through May 31, 2024.

26 **YOUR ESTIMATED SETTLEMENT AWARD AND DISPUTE PROCEDURE**

27 Under the terms of the Class Action Settlement, you are entitled to receive an Individual Class
28 Payment in the approximate estimated amount of <<\$Class Settlement Share Amount>>, minus
all applicable payroll and tax deductions, after the Court approves the Settlement and it goes into
effect. This process may take six months or more. You will receive a Form W-2 reflecting the
payment to you. Your Settlement Share reflected on this Class Notice is only an estimate. The
exact amount of the payment could vary, up or down. You are also entitled to receive an
Individual PAGA Payment in the approximate estimated amount of <<\$PAGA Settlement Share
Amount>>

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

12 _____
13 _____
14 _____
15 _____

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

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OBJECTION FORM

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

Please verify and/or complete any missing identifying information:

CPT ID: <<CPT ID>>
<<Name>>
<<Address1>>
<<Address2>>
<<City>>, <<State>> <<Zip>>

CORRECT NAME AND ADDRESS HERE:

Telephone Number: (____) ____ - ____

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

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

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

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

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

3 _____
4 _____
5 _____
6 _____
7 _____

8
9 Executed on _____, 2023

(Signature)

<<Name>>

(Printed Name)

13
14 EMAIL TO THE ADMINISTRATOR: <<_____.@_____.COM>>

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

16
17 MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL
18 POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:

19 *Calkins v. United Security Services, Inc. Administrator*

[ADDRESS]

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