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8 Attorney for Plaintiff
9 Leslie Dawkins

10 SUPERIOR COURT OF CALIFORNIA
11 COUNTY OF FRESNO
12

13 LESLIE DAWKINS, individually and on behalf
14 of all aggrieved employees,

15 Plaintiff,

16 v.

17 SECURE MD PROFESSIONALS –
18 CALIFORNIA, PC, and DOES 1 to 100,

19 Defendants.

) Case No. 21CECG00039

)
) DECLARATION OF ADAM ROSE IN
) SUPPORT OF APPLICATION TO
) APPROVE PAGA SETTLEMENT

20 I, Adam Rose, declare the following:

21 1. I am one of the attorneys representing the plaintiff in this matter. I have personal knowledge
22 of the facts in this declaration, and if called on to testify about the facts I could and would
23 competently do so.

24 2. Attached is a true and correct copy of the signed PAGA settlement agreement, and what
25 follows is a proposed cover letter to the aggrieved employees that explains Secure has implemented
26 compliant meal and rest break policies, as well as accurate wage statements.

27 4. The PAGA settlement was reached as a result of mediation with Michael Loeb of JAMS.

28 5. In preparation for the mediation, Defendant produced redacted versions of the aggrieved

1 employees' wage statements also anonymous time records. Based on my review of the data, it
2 appears there were meal and rest break violations, but the violations were not as frequent as
3 previously suspected. Nonetheless, there were apparently missed meal and periods but I am aware
4 of the risk of proceeding further based on the relatively high turnaround of the aggrieved
5 employees and the possibility that some aggrieved employees might not corroborate the missed rest
6 periods since rest periods typically are not recorded.

7 6. For the off the clock issue, the records did not necessarily reflect off the clock work; thus, I
8 am aware that I would need to interview and/or depose aggrieved employees to determine if they
9 experienced off the clock work like Plaintiff.

10 7. Based on the settlement negotiations and the mediator's guidance, coupled with balancing
11 the risks against the possible recovery of PAGA penalties, I believe the PAGA settlement for the
12 21 aggrieved employees is fair, reasonable, and adequate.

13 8. I am uploading a copy of the signed PAGA settlement agreement to the LWDA website at
14 the same time as filing this application, and I respectfully request the court to grant the application
15 to approve the PAGA settlement.

16
17 I declare under penalty of perjury under the laws of the State of California that the foregoing is true
18 and correct.

19 Date: November 16, 2021

/s/ Adam Rose

PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 ET SEQ.)
SETTLEMENT AGREEMENT

Leslie Dawkins v. SecureMD Professionals – California, PC

(Fresno Superior Court, Case Number 21CECG00039)

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the settlement of this action shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or elsewhere in this Private Attorneys General Act (Labor Code § 2698 *et seq.*) Settlement Agreement (“Agreement”).

This Agreement is made by and between Defendant SecureMD Professionals – California, PC (“Defendant”) and Plaintiff Leslie Dawkins (“Plaintiff”), for themselves and on behalf of the State of California, and the law firms defined below as “Plaintiff’s Counsel” and “Defense Counsel.” (Defendant, Plaintiff and Aggrieved Employees, as defined herein, are sometimes collectively referred to as the “Parties.”) This Agreement shall be effective upon the last date upon which it is signed by the Parties.

The Parties agree that the litigation shall be, and hereby is, ended, settled, resolved, and concluded by agreement of Defendant to pay the total sum of Twenty Thousand U.S. Dollars (\$20,000) (hereinafter referred to as the “Settlement Sum”) for settlement of the Private Attorneys General Act (“PAGA”) penalties, which shall be inclusive of Plaintiff’s Counsel attorneys’ fees and costs. The Parties further agree that the settlement shall be self-administered.

Article I.

Definitions.

Section 1.01 Definitions.

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- (a) “Aggrieved Employee” means all California, non-exempt employees of SecureMD Professionals – California, PC from September 25, 2019 through the date the court approves the Settlement Agreement. Defendant represents and warrants that there are no more than 22 Aggrieved Employees.
- (b) “Complaint” means the operative Complaint filed by Plaintiff on January 21, 2021 in Fresno County Superior Court, Case No. 21CECG00039. This action is referred to as the “Litigation.”
- (c) “Court” means the Superior Court for the State of California, County of Fresno.

- (d) “Defense Counsel” or “Counsel for Defendant” is:

Michael D. Bruno
Rachel Wintterle
Gordon Rees Scully Mansukhani, LLP
111 Broadway, Suite 1700
Oakland, CA 94607

- (e) “Effective Date of Agreement” means the date the Court enters the order approving the settlement of the PAGA penalties as described in this Agreement and dismissing the Litigation with prejudice.

- (f) “Plaintiff’s Counsel” is:

Adam Rose
Frontier Law Center
23901 Calabasas Rd, # 2074
Calabasas, CA 91302

- (g) “Release Period” means the time period September 25, 2019 through the Effective Date of Agreement.

- (h) “Released Claims” means any and all claims and/or causes of action under the California Private Attorneys General Act alleged in the Action, or which could have been alleged in the Action based on the facts and claims alleged therein, including but not limited to alleged violations of Labor Code §§ 203, 226, 226.4, 226.7, 512, 1194, 1197, 2699 and all applicable Wage Orders.

- (i) “Released Parties” means Defendant and its former and present parents, subsidiaries and affiliated corporations and their officers, directors, employees, managers, partners, shareholders, agents, insurers, and any other successors, assigns, or legal representatives.

Article II.

Background.

Section 2.01 Background.

- (a) On January 5, 2021, Plaintiff filed a Complaint in the Superior Court of the State of California for the County of Fresno, entitled *Leslie Dawkins v. SecureMD Professionals – California, PC*, case number 21CECG00039. The Litigation was brought by Plaintiff, on behalf of the State of California and other aggrieved employees, as a PAGA action based on violations of Labor Code §§ 203, 226, 226.4, 226.7, 512, 1194, 1197, 2699.
- (b) Through this Litigation, the Parties have engaged in discovery and fully shared the information necessary for all sides to conduct a legitimate investigation into the

allegations of the Litigation and potential defenses thereto. The Parties reached this Settlement only after discovery and investigation was performed and a full day mediation with Michael Loeb.

- (c) This settlement contemplates the (a) entry of an order by the Court approving the payment allocated for settlement of the PAGA penalties; (b) dismissal of the Litigation with prejudice; and (c) all parties bearing their respective fees and costs except as expressly provided in this Agreement.

Article III.

Approval and Implementation of Settlement.

Section 3.01 Cooperation.

The Parties will cooperate in obtaining through written stipulation or unopposed motion if a motion is required, an Order from the Court approving the payment of PAGA penalties as described in this Agreement at the earliest possible date. Plaintiff's Counsel shall request and be paid \$8,000 for attorneys' fees from the Settlement Sum, and Defendant will not oppose this request. The Parties agree to use their best efforts to expedite the preparation and submission of the settlement documents. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to the approval and implementation of the payment of PAGA penalties as described in this Agreement.

Section 3.02 Court Approval.

The Parties will seek to obtain the Court's approval of the payment of PAGA penalties as described in this Agreement by way of a stipulation or unopposed motion to be filed by Plaintiff's counsel on or before November 15, 2021, or as directed by the Court. Plaintiff's Counsel and Defense Counsel will jointly lodge this Agreement with the Court for its approval. The Court's approval of the payment of PAGA penalties as described in this Agreement shall be embodied in a written Order. Should the Court not grant approval of the payment of PAGA penalties as described in this Agreement, then the entirety of this Agreement shall be null and void.

Section 3.03 Notice to Aggrieved Employees.

(a) Notice.

Notice shall be provided to the Aggrieved Employees in the following manner:

No later than forty (40) calendar days after the Effective Date of Agreement, Defendant shall mail the Notice of PAGA Settlement (attached hereto as Exhibit "A") to all Aggrieved Employees, together with their settlement checks by first-class United States mail, postage prepaid, to the last known address of each recipient with directions to the

Postmaster to forward the Notice of PAGA Settlement and return all undeliverable Notices to Defendant. For each Notice of PAGA Settlement that is returned as undeliverable, Defendant shall promptly attempt to locate the Aggrieved Employee. Concurrently, Defendant shall mail the required payment to the LWDA.

Section 3.04 Settlement Payment Procedures.

(a) Payment of PAGA Penalties.

The total sum available for payment of PAGA penalties shall be calculated by deducting Plaintiff's counsel's fees and costs of (\$12,450) from the \$20,000 Settlement Sum, this will yield the "Net Settlement Amount," of \$7,550.

Seventy-five percent (75%) of the Net Settlement Amount shall be paid to the LWDA; the remaining twenty-five percent (25%) of the Net Settlement Amount (the "Employee Net Settlement Amount") shall be paid to Aggrieved Employees pro rata based on the number of workweeks worked during the Release Period. **100% of the PAGA payments are considered penalties and will not be subject to local, state or federal tax withholdings.** All Aggrieved Employees who cash their settlement check may receive an IRS Form 1099 their portion of the settlement, if deemed required Defendant (in compliance with IRS guidelines).

Thus, \$5,662.50 will go to the LWDA, and \$1,887.50 will be paid to the Aggrieved Employees on a pro rata basis. With 21 Aggrieved Employees, the average recovery is just under \$100 per Aggrieved Employee. The Net Settlement Amount will be self-administered. Plaintiff will file an application to approve the settlement.

The settlement checks issued to Aggrieved Employees shall remain valid for one hundred eighty (180) days. Thereafter, all uncashed checks shall be transmitted to the LWDA.

(b) Attorneys' Fees and Costs and Service Payment.

No later than forty (40) calendar days after the Effective Date of Agreement, Defendant shall pay the \$12,450 allocated to attorneys' fees and costs

Article IV.

Limitations On Use Of This Settlement.

Section 4.01 No Admission.

This Agreement and compliance with this Agreement shall not be construed as an admission by Defendant of any liability whatsoever, or as admission by Defendant of any violations of Plaintiff's or the Aggrieved Employees' rights, violation of any order, law, statute, duty or contract whatsoever. Defendant specifically disclaims any liability to Plaintiff, the Aggrieved Employees, or any other allegedly aggrieved employee for any alleged violation of his/her rights, or for any alleged violation of any order, law, statute, duty or contract.

Section 4.02 Non-Evidentiary Use.

Neither this Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, or their respective counsel in the Litigation or in any other action or proceeding; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement.

Section 4.03 Nullification.

- (a) If the Court should for any reason fail to approve the payment of PAGA penalties as described in this Agreement, then (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court.
- (b) Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

Article V.

Release and Waiver of Claims.

Section 5.01 Release by Aggrieved Employees.

Upon entry of the Order approving payment of the PAGA penalties as described in this Agreement, Plaintiff, all Aggrieved Employees, and the State of California shall be deemed to have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from the Released Claims that arose during the Release Period.

Section 5.02 Additional Release by Plaintiff Dawkins.

The Released Claims of Plaintiff Dawkins shall include all claims, whether known or unknown. Thus, even if Plaintiff discovers facts and/or claims in addition to or different from those that she now knows or believes to be true, all claims will remain released and forever barred. Therefore, with respect to Plaintiff's Released Claims, Plaintiff expressly waives and relinquishes all of the provisions and all of her rights and benefits under the provisions of section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
THAT THE CREDITOR OR RELEASING PARTY DOES 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.

Article VI.

Miscellaneous Provisions.

Section 6.01 Voluntariness.

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

Section 6.02 Amendments.

The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by the Plaintiff, Plaintiff's Counsel, Defendant and Defense Counsel who executed this Agreement and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

Section 6.03 Assignment.

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, Plaintiff's Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person. Plaintiff expressly warrants that she has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

Section 6.04 Governing Law.

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California.

Section 6.05 Entire Agreement.

This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Litigation.

Section 6.06 Waiver of Compliance.

Any failure of any Party, Defense Counsel, and/or Plaintiff's Counsel hereto to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective

counsel hereto entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 6.07 Counterparts.

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

Section 6.08 Attorneys' Fees and Costs.

Except as expressly provided herein, Defendant and Plaintiff shall each bear their own attorney's fees and costs.

Section 6.09 Dispute(s).

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, the Parties agree to submit any such dispute(s) to the Court. To the extent any Party seeks to enforce any of the terms of this Agreement in Court or before the Court, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

Section 6.10 Binding.

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

Section 6.11 Continuing Jurisdiction.

The Parties agree that upon the occurrence of the dismissal of this case pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure Section 664.6 and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and Aggrieved Employees to interpret and enforce the terms, conditions and obligation of the Agreement.

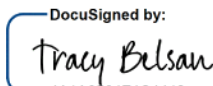
[Continued on next page.]

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date set forth.

APPROVED AND ACCEPTED.

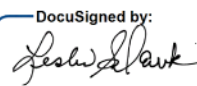
SECUREMD PROFESSIONALS –
CALIFORNIA, PC

November 3, 2021 | 9:28 AM EDT
Dated: _____, 2021

DocuSigned by:

4A1A6564F4C4442...
By _____
Tracey Belsan

Title: Market President at PE GI Solutions,
for SecureMD Professionals – California

11/02/21 | 12:54 PDT
Dated: _____, 2021

DocuSigned by:

BCB44352A32E471...
By _____
Leslie Dawkins

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

11/02/21 | 2:22 PDT
Dated: _____, 2021

FRONTIER LAW CENTER

DocuSigned by:

CAA1E185B992467
By _____
Adam Rose
Attorneys for Plaintiff

Dated: November 3, 2021

GORDON REES SCULLY MANSUKHANI,
LLP


By _____
Michael D. Bruno
Attorneys for Defendant

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO**

LESLIE DAWKINS, individually and on
behalf of all aggrieved employees,

Plaintiff,

vs.

SECURE MD PROFESSIONALS –
CALIFORNIA, PC, and DOES 1 through
100, inclusive,

Defendants

Case No. 21CECG00039

**NOTICE OF SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT CLAIM
(CAL. LABOR CODE § 2698 *ET SEQ.*)**

You have been identified as a California, non-exempt employee of Camden Security Service (“Defendant”) from September 25, 2019 through [Effective Date of Agreement] (“Aggrieved Employee”).

On January 5, 2021, Leslie Dawkins (the “Plaintiff”) commenced a lawsuit in Fresno County Superior Court, Case No. 21CECG00039 (the “Lawsuit”) to recover civil penalties. The Plaintiff alleges in the lawsuit that Defendant violated Labor Code §§ 203, 226, 226.4, 226.7, 512, 1194, 1197, 2699 by failing to provide meal and rest periods or premium compensation in lieu thereof, failing to issue accurate wage statements, and failing to timely pay wages due during and at separation of employment. For these alleged violations, Plaintiff seeks penalties pursuant to the California Labor Code’s Private Attorneys General Act of 2004, codified at Labor Code § 2698 *et seq.* (“PAGA”).

Defendant denied Plaintiff’s allegations and disputed all of Plaintiff’s claims. The Lawsuit was litigated and following an investigation and negotiations, the Parties reached a settlement which takes into account the uncertainties and risks of proceeding with litigation.

The Court approved the settlement on [REDACTED] and has determined that the settlement is fair and reasonable. The payment which accompanies this notice is made to you pursuant to the terms of the Settlement.

The Court-approved settlement contains the following release of claims, to which you are bound:

Upon entry of the Order approving payment of the PAGA penalties as described in the Settlement Agreement, Plaintiff, all Aggrieved Employees, and the State of California shall be deemed to have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties (defined as Defendant Camden Security Service and its former and present parents, subsidiaries and affiliated corporations and their officers, directors, employees, managers, partners, shareholders, agents, insurers, and any other successors, assigns, or legal representatives) from the Released Claims (defined as any and all claims and/or causes of action under the California Private Attorneys General Act alleged in the Action, or which could have been alleged in the Action based on the facts and claims alleged therein, including but not limited to alleged violations of Labor Code §§ 203, 226, 226.4, 226.7, 512, 1194, 1197, 2699, and all applicable Wage Orders that arose during the Release Period (defined as the time period September 25, 2019 through [Effective Date of Agreement])).

If you have any questions, please contact [REDACTED]