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AGREEMENT OF SETTLEMENT AND RELEASE

This Agreement of Settlement and Release (“Settlement Agreement”) is made and entered into by and between Plaintiffs D’ARTAGNAN HUTCHERSON, AMANDA LIBBY, and WANDA MADARIS (jointly, the “Named Plaintiffs”), individually and on behalf of the Class (as defined below), on the one hand, and Defendant Admiral Security Services, Inc. (“Defendant” or “Admiral”), on the other hand, subject to the preliminary and final approval of the Court. This Settlement Agreement is intended by Plaintiffs and Defendant to fully, finally and forever resolve, discharge and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof. Named Plaintiffs and Admiral are referenced collectively herein as “the Parties.”

1. Definitions.

As used herein, for the purposes of this Settlement Agreement only, the following terms shall be defined as follows:

1.1 “Action” means the putative class action entitled *Hutcherson, et al. v. Admiral Security Services, et al.*, pending in the Superior Court of the State of California, County of Fresno, Case No. 20CECG02863, filed on September 29, 2020.

1.2 “Class,” “Class Members,” “Settlement Class,” or “Settlement Class Members” means all individuals who will be certified as members of the class for settlement purposes only, which will be defined as: “All current and former nonexempt, hourly employees or workers who worked for Admiral Security Services in California during the Relevant Time Period.”

1.3 “Class Counsel” means the attorneys of record for the Named Plaintiffs, Stuart R. Chandler of Stuart R. Chandler APC, and Cory G. Lee of The Law Offices of Robert W. Sink, subject to the Court’s approval and certification.

1.4 “Class Notice” means the Notice of Class Action Settlement to be mailed to Class Members advising them of this Settlement, as agreed upon by the Parties and as may be modified by the Court.

1 1.5 “Class Payment” means the portion of the Net Settlement Amount that will be
2 distributed to Settlement Class Members in accordance with the procedures set forth herein
3 and as ordered by the Court.

4 1.6 “Class Member Payment” means the amount paid to individual Settlement
5 Class Members.

6 1.7 “Class Period” or “Relevant Time Period” is September 29, 2016 through the
7 date of full execution of this Settlement Agreement.

8 1.8 “Complaints” means the initial Complaint and any amended complaint filed in
9 the Action. For settlement purposes only, the Parties agree to allow Plaintiffs to file an
10 amended complaint for the purpose of seeking leave from the California Labor & Workforce
11 Development Agency to pursue a private attorney general action arising from the facts alleged
12 in the complaint as well as further specifying and clarifying the claims brought and settled.

13 1.9 “Court” means the Superior Court of the State of California, County of Fresno.

14 1.10 “Effective Date” means either (a) if no objections are timely filed, the date of
15 entry of the Final Approval Order by the Court; (b) if objections are raised and overruled, and
16 no appeal is taken of the Final Approval Order, the expiration date of the time for filing a notice
17 of any appeal from the Final Approval Order; or (c) if an appeal is taken, the latest of (i) the
18 date of final affirmance of an appeal of the Final Approval Order, (ii) the expiration of the time
19 for a petition for review or writ of certiorari with respect to the Final Approval Order and, if
20 review or certiorari is granted, the date of final affirmance of the Final Approval Order
21 following review pursuant to that grant; or (iii) the date of final dismissal of any appeal from
22 the Final Approval Order or the final dismissal of any proceeding on review or certiorari with
23 respect to the Final Approval Order that has the effect of confirming the Final Approval Order.
24 For purposes of determining the Effective Date, the Parties agree that only California Courts
25 have jurisdiction over any such appeals, except for any appellate procedure over which the
26 United States Supreme Court may exercise jurisdiction.

27 1.11 “Final Approval Hearing” refers to the hearing at which the Court will make a
28 final determination whether the terms of the Settlement Agreement are fair, reasonable and

1 adequate for the Class and meet all applicable requirements for approval, and, if the Settlement
2 is so approved, whether a judgment should be entered thereon, whether the Named Plaintiffs'
3 application for Service Payments should be granted, and whether an application by Class
4 Counsel for an award of reasonable attorneys' fees and reimbursement of their reasonable costs
5 and expenses should be granted.

6 1.12 "Final Approval Order" refers to the final order by the Court approving the
7 Settlement following the Final Approval Hearing.

8 1.13 "Gross Settlement Amount" ("GSA") means the maximum total settlement
9 amount Defendant may be obligated to pay in exchange for the release of all Released Claims
10 (as defined below). The GSA shall be the sum of Three Hundred Fifty Thousand Dollars
11 (\$350,000.00).

12 1.14 "Judgment" refers to entry of the final judgment by the Court following or in
13 conjunction with the Court's Final Approval Order of the Settlement.

14 1.15 "Net Settlement Amount" ("NSA") means the GSA less (i) court-approved
15 Service Payments for the Named Plaintiffs; (ii) court-approved attorneys' fees to Class
16 Counsel; (iii) court-approved costs and expenses to Class Counsel; (iv) the costs associated
17 with administering the Settlement paid to the Settlement Administrator; and (v) payment of
18 civil penalties to the Labor and Workforce Development Agency pursuant to the Private
19 Attorneys General Act of 2004, Labor Code Section 2698 *et seq.* (the "PAGA Payment"). The
20 NSA is the maximum amount that shall be made available to Settlement Class Members;
21 Defendant shall pay Defendant's share of any standard employer payroll taxes (e.g., FICA,
22 FUTA, SUTA, etc.) on the Class Member Payments to the extent required by law and which
23 shall be paid separately from the GSA.

24 1.16 "Preliminary Approval Order" refers to the order by the Court granting
25 preliminary approval of the Settlement and directing the Parties to disseminate notice of the
26 Settlement to the Class Members.

27 1.17 "Preliminary Approval Order Date" refers to the date on which the Court enters
28 the Preliminary Approval Order.

1.18 “Released Claims” means those claims that the Named Plaintiffs and Class Members release in accordance with the terms of this Settlement Agreement and as described in Section 6 below.

1.19 “Service Awards” means the Court’s award of a monetary enhancement payment to the Named Plaintiffs for their services in filing and litigating this action as class representatives, which shall be paid from the GSA.

1.20 “Settlement” means the agreement to fully resolve the claims and disputes that were or could have been asserted in the Action, pursuant to the terms and conditions of this “Settlement Agreement.”

1.21 “Settlement Administrator” means a neutral, third-party administrator, who will be engaged by Class Counsel, with the approval of Defendant, to perform the notice, claims administration, and distribution functions described herein.

1.22 “Settlement Class” or “Settlement Class Members” refers to all individuals who will be certified as members of the class for settlement purposes only, which will be defined as: “All individuals who are currently employed, or formerly have been employed, as nonexempt hourly employees by Defendant in California, at any time between September 29, 2016 and [the date of full execution of this Settlement Agreement].”

1.23 “Settling Parties” refers to the Named Plaintiffs, the Settlement Class Members and Defendant.

1.24 “Total Settlement Payout” means the sum of the amounts awarded by the Court for attorneys’ fees and costs to Class Counsel, Service Awards, settlement administration costs to the Settlement Administrator, the PAGA Payment, and the Class Payment.

1.25 Additional defined terms appear where needed throughout the Settlement Agreement.

2. Background and Recitals.

2.1 The Plaintiffs D’ARTAGNAN HUTCHERSON, AMANDA LIBBY, and WANDA MADARIS filed this Action on September 16, 2020, seeking class wide relief against Admiral for alleged violations of the California Labor Code, the IWC Wage Orders

1 and the California Business and Professions Code. Specifically, in the initial Complaint, the
2 Named Plaintiffs alleged individually and on a class wide basis that Admiral, *inter alia*, (1)
3 failed to accurately calculate and pay hourly and overtime wages for all time allegedly worked
4 by Class Members; (2) failed to provide meal periods required by law; (3) failed to authorize
5 and permit rest periods required by law; (4) failed to timely pay wages; (5) failed to provide
6 accurate, itemized wage statements; and (6) violated California Business and Professions Code
7 section 17200 as a result of the above-referenced violations. Named Plaintiffs will be filing a
8 First Amended Complaint clarifying the existing claims and adding claims under the Private
9 Attorneys General Act of 2004, Labor Code Section 2698 *et seq.* ("PAGA") as a result of the
10 above-referenced violations. Defendant's answer to the Complaint will be deemed to be its
11 answer to the First Amended Complaint. Defendant shall be under no further obligation to file
12 a responsive pleading to the First Amended Complaint. If the settlement fails or is terminated,
13 the Parties shall meet and confer regarding an appropriate deadline for such further responsive
14 pleadings.

15 2.2 Admiral denies the allegations of the Complaints, and any liability or
16 wrongdoing of any kind associated with the claims alleged in the Action, and further denies
17 that the Action is appropriate for class or representative action treatment for any purpose other
18 than Settlement. Admiral contends that it has complied at all times with all applicable laws
19 and regulations, including, without limitation, the California Labor Code, the California
20 Business and Professions Code, the California Code of Regulations, the applicable Wage
21 Orders and the Fair Labor Standards Act.

22 2.3 The Parties have engaged in significant informal discovery, and Class Counsel
23 has reviewed a significant amount of class wide information prior to entering into this
24 Settlement.

25 2.4 The Parties participated in private mediation with Hon. Donald S. Black (ret.)
26 on July 30, 2021, which resulted in the Parties entering into a memorandum of understanding
27 setting forth the key terms of the Settlement.
28

1 2.5 The Parties now enter into this detailed, formalized Settlement Agreement to
2 submit to the Court for approval.

3 2.6 Class Counsel shall file a Preliminary Approval Motion requesting conditional
4 class certification for settlement purposes only and preliminary approval of the Settlement.
5 For purposes of settling the Action only, Defendant will not oppose this Preliminary Approval
6 Motion.

7 2.7 Class Counsel represent that they have thoroughly investigated the Named
8 Plaintiffs' claims against Defendant. Class Counsel represent that they have conducted their
9 own investigation into the underlying facts, events, and issues related to the subject matter of
10 the Action. Class Counsel represent that they have further undertaken an extensive analysis of
11 the legal principles applicable to the claims asserted against Defendant and the potential
12 defenses thereto. Both the Named Plaintiffs and Defendant have had an opportunity to evaluate
13 their respective positions on the merits of the claims asserted. In addition to reviewing a
14 substantial sample of time and pay records for Class members as well as numerous documents
15 produced in informal discovery about Defendant's policies and practices for, *inter alia*, meal
16 and rest periods

17 2.8 Class Counsel have also engaged in intensive arms-length negotiations with
18 counsel for Defendant with a view toward achieving substantial benefits for the Class while
19 avoiding the cost, delay and uncertainty of further litigation, trial and appellate review.

20 2.9 As a consequence of said negotiations, and of Class Counsel's investigation,
21 analysis and discovery, the Named Plaintiffs and Class Counsel determined to enter into this
22 Settlement Agreement on the terms and conditions set forth herein, believing such Settlement
23 to be fair, reasonable and adequate, and in the best interests of the Named Plaintiffs and the
24 other Class Members. The Named Plaintiffs and Class Counsel have determined to execute
25 this Settlement Agreement and urge approval by the Court of the proposed Settlement after
26 considering (1) the substantial factual and legal defenses available to Defendant to the claims
27 asserted in the Action, which render the outcome of the Action substantially uncertain; (2) the
28 potential difficulties the Named Plaintiffs and Class Members would encounter in establishing

1 the elements of their claims and of achieving class certification; (3) the benefits that Class
2 Members shall receive pursuant to the proposed Settlement; (4) the fact that the proposed
3 Settlement ensures that Class Members shall receive relief in the most expeditious and efficient
4 manner practicable, and thus much sooner than would be possible were the claims to be
5 litigated successfully through trial and appeal; (5) Defendant's financial status including its
6 current and recent income and profits; and (6) the fact that the proposed Settlement allows
7 persons who would otherwise fall within the definition of the Class, if they so desire, to opt
8 out of the Action and individually pursue the claims alleged in the Action. Class Counsel have
9 further considered that Defendant would oppose the propriety of class certification.

10 2.10 As set forth above, Defendant vigorously denies each and every allegation of
11 liability and wrongdoing that was asserted or could have been asserted by the Named Plaintiffs
12 or any Class Member based on the facts alleged in the Complaints, and asserts that it has
13 substantial factual and legal defenses to all claims alleged by Named Plaintiffs, and that Named
14 Plaintiffs' claims on behalf of themselves and the Class are without merit. Defendant contends,
15 specifically, that it has complied at all times with the California Labor Code, the California
16 Code of Regulations, the applicable Wage Orders, and the California Business Professions
17 Code, and that it paid the Named Plaintiffs and Class Members all wages and other payments
18 owing to them under applicable federal and state law. Defendant has concluded, however, that
19 further defense of this Action would be protracted and expensive. Substantial amounts of time,
20 energy and resources of Defendant have been expended, and unless this Settlement is made,
21 will continue to be expended in defense of the claims asserted in this Action. Defendant has,
22 therefore, agreed to settle the matter upon the terms set forth in this Settlement Agreement in
23 order to fully resolve the Released Claims (as defined in Section 6 below). Defendant concurs
24 that the proposed Settlement is fair, reasonable and adequate. Neither this Settlement
25 Agreement (including all drafts) nor any document referenced herein, nor any action taken to
26 carry out this Settlement is, or may be construed as, or may be used in any proceeding as, an
27 admission by or against Admiral of any fault, wrongdoing or liability whatsoever, or of any
28 infirmity with respect to any defense asserted or to be asserted by Admiral.

1 **3. Financial Terms of Settlement**

2 3.1 Gross Settlement Amount. The Parties agree to settle this Action pursuant to
3 the financial terms set forth below. Admiral shall pay the Gross Settlement Amount of Three
4 Hundred Fifty Thousand Dollars (\$350,000.00) and the employer's share of any standard
5 employer payroll taxes, which shall include payment of the following amounts: (1) a Service
6 Award in an amount approved by the Court, but not to exceed Two Thousand Five Hundred
7 Dollars (\$2,500.00) to D'Artagnan Hutcherson, Amanda Libby, and Wanda Madaris for their
8 efforts in bringing and prosecuting this matter; (2) One Thousand Dollars (\$1,000.00) for the
9 payment of civil penalties under PAGA; (3) the Settlement Administrator's Costs of settlement
10 administration; (4) attorneys' fees to Class Counsel in an amount approved by the Court upon
11 proof, but not to exceed One Hundred Twenty-two Thousand Five Hundred Dollars (\$122,500)
12 (i.e., up to 35 percent of the Gross Settlement Amount); (5) Class Counsel's costs of suit and
13 expenses in an amount approved by the Court upon proof; and (6) the Class Payment.

14 3.2 Service Awards. Subject to a request by Class Counsel and approval by the
15 Court, Defendant agrees to pay a Service Award in the total amount of Seven Thousand Five
16 Hundred Dollars (\$7,500.00), which will be apportioned as Two Thousand Five Hundred
17 Dollars (\$2,500.00) each to D'Aartagnan Hutcherson, Amanda Libby, and Wanda Madaris.
18 Any court-approved Service Awards will be paid from the GSA to compensate the Named
19 Plaintiffs for their efforts in connection with this Action. These Service Awards are in addition
20 to the Class Member Payment to which the Named Plaintiffs are entitled. Should the Court
21 approve the Service Award(s) in an amount less than Seven Thousand Five Hundred Dollars,
22 the unapproved portion or portions shall revert to the NSA and shall be distributed
23 proportionally to the Settlement Class Members.

24 3.3 Attorneys' Fees, Costs and Expenses. In consideration for settling the Action
25 and in exchange for the release of all claims by the Named Plaintiffs and the Settlement Class
26 through entry of the Preliminary Approval Order and Final Approval Order, and for all of the
27 work already performed by Class Counsel in this case and all of the work remaining to be
28 performed by Class Counsel in documenting the Settlement, securing Court approval of the

1 Settlement and ensuring that the Settlement is fairly administered and implemented, the Parties
2 agree that Class Counsel may file an application for attorneys' fees with the Court
3 contemporaneous with the final approval motion. Admiral agrees not to oppose a request by
4 Class Counsel for Court approval of an award of: (i) up to 35% of the GSA, One Hundred
5 Twenty-two Thousand Five Hundred Dollars (\$122,500) in attorneys' fees; and (ii) actual
6 litigation costs and expenses incurred in connection with this Action. Should the Court
7 approve a lesser percentage or amount of fees and/or costs, the unapproved portion or portions
8 shall revert to the NSA and shall be distributed to the Settlement Class Members
9 proportionally.

10 3.4 Costs of Settlement Administration. Class Counsel will select a neutral
11 Settlement Administrator to administer this Settlement after receiving an acceptable estimate
12 for such services. Settlement Administrator will perform all necessary class administration
13 duties, including, without limitation, setting up an escrow account for the GSA, obtaining a tax
14 identification number applicable to the Settlement, calculating the Class Member Payments,
15 mailing the Class Notices and Exclusion Forms along with a preprinted, unstamped return
16 envelope to Class Members, performing one skip trace on Class Notices returned as
17 undeliverable, mailing the Class Members Payments and tax forms to all putative Class
18 Members, giving notice of judgment to all Class Members upon entry of final judgment, and
19 establishing a hotline telephone number to communicate with Class Members who have
20 questions regarding the process. All administration costs shall be paid from the GSA.

21 3.5 Taxes and Withholdings.

22 (a) **Tax Treatment of Class Member Payments.**

23 (i) The Parties agree that based on the claims asserted in the Action,
24 the Class Member Payments shall be allocated as follows: (1) 33 1/3% percent
25 of each Class Member Payment will be considered wages on an IRS Form W-
26 2 and will be subject to legally required and authorized withholdings and
27 deductions; (2) 33 1/3% percent of each Class Member Payment will be
28 considered penalties and will be reported on an IRS Form 1099; and (3) 33 1/3%

1 percent of each Class Member Payment will be considered interest and will also
2 be reported on an IRS Form 1099. The Settlement Administrator will be
3 responsible for all required withholdings. The employer's share of payroll taxes
4 on any portion of each Class Member Payment are to be paid separately by
5 Defendant outside of the Gross Settlement Amount.

6 (ii) Each Settlement Class Member who receives a Class Member
7 Payment will receive an IRS Form W-2 from the Settlement Administrator for
8 his or her portion of the amount treated as wages and an IRS Form 1099 from
9 the Settlement Administrator for the amount treated as penalties and interest.

10 (b) **Tax Treatment of Service Award to Named Plaintiffs.** The Named
11 Plaintiffs will receive an IRS Form 1099 for their Service Awards.

12 **4. Calculation of Class Member Payments.**

13 4.1 The Parties agree that the Class Member Payments made to the Settlement Class
14 Members will be determined and calculated as follows:

15 (a) Settlement Class Members will be paid on a pro-rata basis determined
16 by dividing the number of weeks worked by each Settlement Class Member during the
17 Relevant Time Period by the aggregate number of weeks worked by all Class Members
18 during the Relevant Time Period.

19 4.2 The approximate amount paid to each Settlement Class Member shall be
20 determined prior to the mailing of the class notice.

21 4.3 Resolution of Disputes Concerning Administration of Settlement. If a
22 Settlement Class Member disputes the number of qualified workweeks he or she is determined
23 to have worked at Admiral, or the proper size of his or her claim within thirty (30) days of
24 receiving the Class Notice, such dispute will be resolved by the Settlement Administrator
25 (unless Class Counsel and Defendant's counsel mutually agree to a resolution of the dispute),
26 whose decision will be final. If a Class Member contests the record review by the Settlement
27 Administrator, it will be the Class Member's responsibility and burden to supply information
28 confirming the error in the calculation. Defendant's records shall control unless Defendant

1 expressly agrees otherwise in an individual case. In any event, the Settlement Administrator
2 will make every effort to resolve any such disputes prior to final approval of this Settlement
3 Agreement.

4 4.4 Payments to Settlement Class Members pursuant to this Settlement Agreement
5 shall not be construed as compensation for purposes of determining eligibility for or benefit
6 calculations of any health and welfare benefit plan, retirement benefit plan, vacation benefit
7 plan, unemployment compensation, or any other purpose.

8 **5. Administration of Settlement.**

9 5.1 Application for Preliminary Approval Order. After all Parties have executed
10 this Settlement Agreement, the Named Plaintiffs shall move the Court for preliminary approval
11 of the proposed Settlement pursuant to California Rule of Court 3.769. In connection with the
12 Motion, the Named Plaintiffs shall apply for a Preliminary Approval Order: (i) preliminarily
13 approving the Settlement under the legal standards relating to the preliminary approval of class
14 action settlements; (ii) preliminarily certifying the Class as provided in this Settlement
15 Agreement, for settlement purposes only; (iii) appointing Stuart R. Chandler of Stuart R.
16 Chandler APC, and Cory G. Lee of The Law Offices of Robert W. Sink as counsel for the
17 Class; (iv) appointing D'Artagnan Hutcherson, Amanda Libby, and Wanda Madaris as the
18 representatives of the Class, for settlement purposes only; (v) approving the form of the Class
19 Notice, and finding that the proposed method of disseminating the Class Notice meets the
20 requirements of California Rule of Court 3.766 and of due process, and is the best notice
21 practicable under the circumstances; (vi) establishing the procedures and the deadline by which
22 Class Members may assert objections to the certification of the Class and/or to the Settlement;
23 (vii) establishing a deadline for the Parties to submit papers/briefing in response to any
24 objections and in support of final approval of the Settlement Agreement; (viii) establishing
25 procedures and the deadline by which individuals may exclude themselves from the
26 Settlement; (ix) setting a date for the Final Approval Hearing; and (x) providing that, pending
27 this Court's final determination of whether the proposed Settlement will be approved, and in
28 aid of the Court's jurisdiction and to prevent a multiplicity of lawsuits, the Named Plaintiffs

1 and all Class Members, and anyone acting on their behalf (including, but not limited to,
2 attorneys, representatives, and agents of any Class Member), are barred and enjoined from
3 instituting, commencing, or continuing to prosecute, directly or indirectly, as an individual or
4 collectively, representatively, derivatively, or on behalf of himself or herself, or in any other
5 capacity of any kind whatsoever, any action in this Court, any other state court, or any
6 arbitration or mediation proceeding or any other similar proceeding, against any Released Party
7 (as defined below) that asserts any claims that are Released Claims would be released and
8 discharged upon Final Judgment, except as the Court may further order upon application of a
9 Class Member and notice to all Parties.

10 5.2 Class Notice. Notice of the Settlement shall be provided to the Settlement Class
11 in the form of the Notice attached hereto as **Exhibit A**.

12 5.3 Engagement of Settlement Administrator.

13 (a) The Parties agree to the selection of the Settlement Administrator to
14 perform the notice and other claims administration functions set forth below. The
15 Settlement Administrator shall be responsible for: (a) establishing the necessary bank
16 accounts and obtaining the necessary tax identification number to administer the
17 Settlement; (b) preparing, printing and disseminating the Class Notice in English, and
18 the Exclusion Form; (c) establishing a telephone hotline number to communicate with
19 Class Members who have questions about the process; (d) promptly furnishing to Class
20 Counsel and counsel for Defendant copies of all objections and requests for exclusion
21 received; (e) administering the Settlement, including determining each putative Class
22 Member's status as a member of the Class; (f) distributing the Class Member Payments;
23 (g) distributing payments for Service Awards to the Named Plaintiffs, the Court
24 awarded attorneys' fees and costs to Class Counsel, and the PAGA Payment; and (h)
25 distributing the payroll taxes, filing any necessary tax forms and managing all legally
26 required withholdings and deductions.

27 (b) The Settlement Administrator shall provide Defendant's counsel and
28 Class Counsel with periodic summary reports, including the total number of Class

1 Notices that were returned as undeliverable, the total number of timely objections and
2 Requests for Exclusion received, and the total number of uncashed checks for Class
3 Member Payments. The Settlement Administrator shall maintain records of its work,
4 which shall be available for inspection upon request by Defendant's counsel or Class
5 Counsel.

6 5.4 Identification of Class Members.

7 (a) Defendant has completed a review of their reasonably accessible and
8 electronically-searchable computerized records to identify the Class Members.

9 (b) Within fifteen (15) business days of the entry of the Preliminary
10 Approval Order (and the Parties agree to discuss in good faith any needed extensions
11 of this deadline), Defendant shall provide the Settlement Administrator with the
12 following information, if available:

13 (i) the names, last known addresses, last known telephone numbers,
14 and social security numbers of each Class Member;

15 (ii) the number of qualified workweeks worked during the Class
16 Period and employment dates of each Class Member; and

17 (iii) such other information that the Settlement Administrator
18 reasonably requires to identify Class Members.

19 (c) In addition to regular reports of total mailings, returns and claims, upon
20 request by Class Counsel, the Settlement Administrator may provide a list of payment
21 amounts, opt-outs, non-responses, or undeliverable notices by each putative Class
22 Member, who shall be identified solely by partial employee ID number and first two
23 letters of surname. The Settlement Administrator shall copy Defense Counsel on any
24 information which it provides to Class Counsel.

25 (d) Upon its receipt of the list of names and last known addresses and
26 telephone numbers of each Class Member, the Settlement Administrator shall access
27 the National Change of Address ("NCOA") Database, and update the addresses
28

1 maintained by Defendant and/or any third-party staffing agency from whom Defendant
2 shall obtain some of the Class Members' information.

3 (e) Within forty (40) business days of Preliminary Approval Order Date or
4 court approval of the Class Notice, whichever is later, the Settlement Administrator
5 shall mail the Class Notice and Exclusion Forms by bulk first class mail, forwarding
6 requested, to the Class Members at the addresses identified through the process
7 described above.

8 (f) As to any Class Notices that are returned by the Post Office as
9 undeliverable, the Settlement Administrator shall perform one-skip trace procedure
10 within ten (10) calendar days after receiving notice that a Class Notice is undeliverable.
11 If this procedure reveals a new address, the Settlement Administrator shall within ten
12 (10) calendar days thereafter re-mail the Class Notice to the new address.

13 (g) If any party or the Settlement Administrator determines, based upon
14 further review of available data, that a person previously identified as being a Class
15 Member should not be so included or identifies a person who should have been
16 included as a Class Member but was not so included, the Settlement Administrator shall
17 promptly delete or add such person as appropriate and immediately notify Class
18 Counsel and the Defendant prior to such deletions or additions (and the reasons
19 therefore).

20 (h) The time periods and methodologies set forth herein reflect the Parties'
21 best current belief as to their ability to make such identifications and it is understood
22 that Defendant, in undertaking the tasks set forth herein, shall use reasonable efforts to
23 identify all Class Members and to determine their last known addresses and social
24 security numbers.

25 (i) Other than the obligations set forth in this Settlement Agreement,
26 Defendant shall have no additional obligation to identify or locate any Class Member
27 or have any liability in connection with the provision of information to the Settlement
28 Administrator or otherwise.

1 5.5 Objections to the Settlement. Any Class Member may object to certification of
2 the proposed Class or to the proposed Settlement, or any portion thereof (including but not
3 limited to provisional certification, Service Payments, attorneys' fees and/or costs, etc.). The
4 Class Notice will provide that Class Members who wish to object to the Settlement must file
5 with the Court and send to the Settlement Administrator and counsel for the Parties, not later
6 than forty-five (45) calendar days after the Notice Date ("Objection Deadline"), a written
7 statement objecting to the Settlement, proposed Class, or any portion thereof, and setting forth
8 the specific grounds for the objection. The statement also will indicate whether the Class
9 Member intends to appear and object to the Settlement at the Final Approval Hearing; the
10 failure to so indicate will constitute a waiver of the right to appear at the hearing. A Class
11 Member who does not serve an objection in the manner and by the deadline specified above
12 will be deemed to have waived all objections and will be foreclosed from making any
13 objections to the Settlement, whether by appeal or otherwise. The Settlement Administrator
14 also shall send all objections by .pdf to counsel for Defendant and Class Counsel.

15 5.6 Requests for Exclusion. Any Class Member may elect to opt out of the
16 Settlement by submitting the Request for Exclusion From the Proposed Class Action
17 Settlement Form ("Exclusion Form") attached hereto as **Exhibit B**, to the Settlement
18 Administrator at the address that is set forth in the Class Notice. To be timely, all such
19 Exclusion Forms must be postmarked no later than forty-five (45) calendar days after the
20 Notice Date (the "Exclusion Deadline"). In the case of a second or subsequent mailing to the
21 Settlement Class Member, for example because of an undeliverable mailing, the forty-five (45)
22 days shall be computed from the date of the second or subsequent mailing. Class Members
23 requesting exclusion must set forth all of the information requested on the Exclusion Form,
24 including their full name, current address, and a signed statement in substantially the same
25 form as follows: "Please exclude me from the proposed class in the *Hutcherson et al v. Admiral*
26 *Security Services* litigation." The Settlement Administrator shall send all Exclusion Forms
27 that it receives to Defendant's counsel by .pdf if requested. A Class Member who fails to
28 comply with the opt-out procedure set forth herein on or before the Exclusion Deadline, as set

1 by the Court, shall not be excluded and shall instead be bound by all provisions of the
2 Settlement Agreement and all orders issued pursuant thereto.

3 (a) Any Class Member who elects to opt out of the Settlement in the manner
4 and within the time limits specified above and in the Class Notice: (1) shall not have
5 any rights under the Settlement Agreement; (2) shall not be entitled to receive any
6 compensation under the Settlement Agreement; (3) shall not have standing to submit
7 any objection or appeal to the Settlement Agreement; and (4) shall not be bound by the
8 Settlement Agreement, including all orders issued pursuant thereto.

9 (b) Because the Named Plaintiffs have participated in the drafting of this
10 Settlement Agreement, have executed this Settlement Agreement, and have been
11 individually represented by counsel, the Named Plaintiffs agree not to opt out of or
12 object to the Settlement.

13 5.7 Except for persons who properly elect to opt out of the Class in the manner and
14 within the time limits specified above and in the Class Notice, all Class Members shall be
15 deemed to be within the Settlement Class for all purposes under this Settlement Agreement,
16 shall be bound by the terms and conditions of this Settlement Agreement (including the release
17 and waiver provisions herein), including all orders issued pursuant thereto, and shall be deemed
18 to have waived all unstated objections and opposition to the fairness, reasonableness, and
19 adequacy of this Settlement Agreement, and any of its terms.

20 5.8 If a Final Approval Order and Judgment is entered, the Settlement Agreement
21 shall operate as a full, complete, and final release of all the Released Claims of the Named
22 Plaintiffs, all Class Members who do not submit timely valid Exclusion Forms, and all
23 Releasing Class Parties, and as an effective covenant not to sue.

24 5.9 Final Approval Hearing. The Settling Parties shall request that the Court hold
25 the Final Approval Hearing not later than ninety (90) days after the Exclusion and Objection
26 Deadlines. At the Final Approval Hearing, the Named Plaintiffs and Defendant shall use their
27 best efforts to urge the Court to confirm the certification of the Class for settlement purposes,
28 to grant final approval of the Settlement in its entirety (including any modification made

1 thereto with the consent of the Settling Parties as provided herein), and to enter a Final
2 Approval Order and Judgment.

3 5.10 Final Approval Order and Judgment. If the Settlement (including any
4 modification made thereto with the consent of the Settling Parties as provided herein) shall be
5 finally approved by the Court following the Final Approval Hearing, the Settling Parties hereto
6 shall jointly request that the Court enter a Final Approval Order and Judgment as follows: (i)
7 confirming certification of the Class for settlement purposes and finding that the requirements
8 for class treatment have been met for purposes of a class settlement; (ii) finding that the
9 dissemination of the Class Notice in the form and manner ordered by the Court was
10 accomplished as directed, met the requirements of due process, was the best notice practicable
11 under the circumstances, and constituted due and sufficient notice to all persons entitled
12 thereto; (iii) finding that the Named Plaintiffs and Class Counsel herein have fairly and
13 adequately represented and protected the interests of the Class at all times in the Action; and
14 (iv) finally approving the Settlement Agreement and the Settlement as fair, reasonable and
15 adequate and directing consummation of the Settlement in accordance with its terms and
16 provisions.

17 5.11 The Judgment shall include the following provisions: (i) direct the Settling
18 Parties to implement the terms of the Settlement Agreement, including without limitation the
19 provisions regarding the payment of the Class Member Payments to each Settlement Class
20 Member as set forth in this Settlement Agreement, the payment of attorney fees and costs,
21 Service Payment to each Named Plaintiff and the costs of administration; (ii) defining the
22 Class; (iii) releasing and discharging the Released Parties from any and all liability with respect
23 to the Released Claims as hereinabove provided, after all payments have been made as set forth
24 above; (iv) providing that in order to protect the continuing jurisdiction of the Court, prevent
25 a multiplicity of lawsuits, and protect and effectuate the Court's judgment in the Action,
26 Named Plaintiffs and all Class Members, and anyone acting on their behalf (including, but not
27 limited to, attorneys, representatives, and agents of Named Plaintiffs or any Class Member),
28 are permanently and forever barred and enjoined from instituting, commencing, or continuing

1 to prosecute, directly or indirectly, as an individual or collectively, representatively,
2 derivatively, or on behalf of himself or herself, or in any other capacity of any kind whatsoever,
3 any action in this Court, any other court, or any arbitration or mediation proceeding or any
4 other similar proceeding, against any Released Party that asserts any claims that are Released
5 Claims under the terms of the Settlement; and providing that any Person who violates such
6 injunction shall pay the costs and attorneys' fees incurred by any Released Party as a result of
7 the violation; (v) awarding reasonable attorneys' fees and costs to Class Counsel, subject to
8 the limitations set forth herein, or reserving jurisdiction with respect thereto; (vi) awarding
9 Service Payments to the Named Plaintiffs, subject to the limitations set forth herein, or
10 reserving jurisdiction with respect thereto; and (vii) reserving continuing and exclusive
11 jurisdiction over all matters related to the administration and consummation of the terms of
12 this Settlement, over the enforcement, construction and interpretation of this Settlement
13 Agreement, over the enforcement, construction, and interpretation of the Judgment, including,
14 but not limited to, the provisions therein enjoining any further litigation of Released Claims,
15 and over Named Plaintiffs and all Class Members (and their attorneys and law firms) in
16 connection therewith.

17 5.12 Upon entry of the Judgment, notice of the Judgment shall be provided to all
18 Class Members in whatever manner may be specified by the Court.

19 5.13 Funding of Settlement and Other Payments.

20 Defendant shall make payments into the GSA escrow account established by the Settlement
21 Administrator according to the following schedule:

Date(s)	Payment Type	Amount
February 1, 2022	One-time	\$75,000
March 1, 2022 to February 1, 2023	Monthly (x12 months)	\$6,000
March 1, 2023 to February 1, 2024	Monthly (x12 months)	\$7,000
March 1, 2024 to January 1, 2025	Monthly (x11 months)	\$8,000
February 1, 2025	One-time	\$31,000
	TOTAL PAYMENTS:	\$350,000

1 Each of the above payments shall be held in trust in the GSA escrow account by the Settlement
2 Administrator until the Court grants Final Approval. In the event the Court finally and with prejudice
3 declines to enter Final Approval of the settlement for any reason, the settlement is terminated pursuant
4 to Paragraph 8 herein, or settlement of this matter is not reached for any other reason, the Settlement
5 Administrator shall release all amounts held in trust back to Defendant within 5 days of written request
6 by Defendant.

7 5.14 Distribution to Settlement Class Members, Class Counsel and Named Plaintiffs.

8 (a) Within ten (10) business days after Defendant funds the Settlement, the
9 Settlement Administrator will distribute the Class Member Payments to the Settlement
10 Class Members per the terms of this Settlement Agreement and the Final Approval
11 Order. However, the deadlines for the provision of Class Member Payments to
12 particular Class Members may be extended to provide for the resolution of any disputes
13 regarding the validity or amount of any claims. The Settlement Administrator shall
14 prepare and mail the payments to the addresses submitted to the Settlement
15 Administrator unless the Class Member provided the Settlement Administrator with a
16 different address. All checks issued shall indicate on their face that, consistent with
17 standard bank procedures, they are void if not negotiated within ninety (90) days of
18 their issuance. The date of mailing of the settlement checks to the eligible Settlement
19 Class Members shall be conclusively determined according to the records of the Claims
20 Administrator.

21 (b) Uncashed Class Member Payments. To the extent Settlement Class
22 Members fail to cash their settlement checks within ninety (90) days of mailing, the
23 unclaimed funds shall be disposed of according to Code of Civil Procedure section 384,
24 unless utilized to pay additional expenses in connection with this Settlement
25 Agreement. No settlement funds will revert to Defendant. Class Counsel and
26 Defendant shall mutually agree to any non-profit organizations or foundation receiving
27 proceeds under Section 384. Any Settlement Class Member who fails to cash a
28 settlement check within the ninety (90) days provided herein shall waive his or her right

1 to receive the Class Member Payment, but will nonetheless remain a member of the
2 Settlement Class and shall be bound by the terms and conditions of this Settlement
3 Agreement

4 **6. Releases and Waivers.** In exchange for the consideration set forth in this Settlement
5 Agreement, the Named Plaintiffs and the Settlement Class Members agree to release all claims as set
6 forth herein.

7 6.1 Release By Settlement Class Members and the Named Plaintiffs.

8 Upon final approval of this Settlement by the Court, the Named Plaintiffs, on their own behalf
9 and as the representative plaintiffs, all members of the Settlement Class, and all persons
10 purporting to act on their behalf or purporting to assert a claim under or through them,
11 including, but not limited to, their spouses, dependents, attorneys, heirs and assigns,
12 beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians,
13 personal representatives, and successors-in interest, whether individual, class, collective,
14 representative, legal, equitable, direct or indirect, or any other type or in any other capacity
15 (collectively, the "Releasing Class Parties") hereby forever completely and irrevocably release
16 and discharge Defendant and its past, present, and future parent companies, affiliates,
17 subsidiaries, joint employers, co-employers, payroll services, temporary-hiring agencies,
18 divisions, predecessors, successors, assigns and related companies, as well as their respective
19 current, former and future officers, directors, board members, trustees, shareholders, managing
20 members, employees, agents, attorneys, auditors, accountants, benefits administrators or third-
21 party administrators, experts, contractors, stockholders, representatives, partners, insurers,
22 reinsurers, and other persons acting on their behalf, both in their individual and representative
23 capacities (collectively, the "Released Parties") to the maximum extent permitted by law, from
24 any and all causes of action, claims, rights, demands, debts, obligations, guarantees, damages
25 (punitive, statutory or otherwise), penalties, liabilities, costs, attorneys' fees, expenses,
26 experts' fees and costs, interest and losses, whether known or unknown, contained in or arising
27 from the facts and claims set forth in the Complaints, or which could arise from the facts
28 alleged in the Complaints through the Effective Date, including, without limitation, (a) any

1 claim based on the alleged failure by Defendant to pay any wages owed, including minimum
2 or overtime wages; (b) any claim based on the alleged failure to provide legally compliant meal
3 or rest breaks; (c) any claim based on the alleged failure by Defendant to provide accurate
4 wage statements to employees; (d) any claim based on the alleged failure to pay all wages due
5 upon separation of employment or for “waiting time” penalties for late paid or unpaid wages;
6 (e) any right or claim for civil penalties pursuant to the Labor Code, the Private Attorneys
7 General Act of 2004, California Labor Code § 2698 *et seq.*, and all relief sought thereunder for
8 the applicable statutory period through the date of settlement or any penalties arising under the
9 Labor Code or Wage Orders; (f) any right or claim of violation of the California Labor Code
10 arising from or related to the conduct alleged, including, without limitation, violation of
11 Sections 201, 202, 203, 226, 226.3, 227.3, 510, 512, 1194, 1198, 2698, *et seq.*, and 2699; (h)
12 any other state or federal statute, rule and/or regulation (including any Wage Order or the Fair
13 Labor Standards Act), or similar causes of action which any Class Member has or might have;
14 (i) claims based on (a) through (g) above, as predicate for alleged violations of California
15 Unfair Competition Act, and in particular, California Business and Professions Code 17200 *et*
16 *seq.*; and (j) any pre- and post-judgment interest, compensatory and statutory compensation,
17 general damages, disgorgement, declaratory relief, statutory damages, accounting of all
18 minimum wages and sums allegedly unlawfully withheld as a result thereof, injunctive relief,
19 restitution, penalties, interest and/or attorneys’ fees and costs as a result thereof. The matters
20 released as provided above in this paragraph are referred to in this Settlement Agreement as
21 the “Released Claims.”

22 The Named Plaintiffs’ Released Claims include, but are not limited to, the Released
23 Claims, as well as any other claims under any provision of the Fair Labor Standards Act, the
24 California Labor Code or any applicable California Industrial Welfare Commission Wage
25 Orders, and claims under state or federal discrimination statutes, including, without limitation,
26 the California Fair Employment and Housing Act, California Government Code § 12940 *et*
27 *seq.*; the Unruh Civil Rights Act, California Civil Code § 51 *et seq.*; the California
28 Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq.*; the Americans

1 with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; the Employee Retirement Income Security
2 Act of 1974, 29 U.S.C. § 1001 *et seq.*; and all of their implementing regulations and
3 interpretive guidelines.

4 6.2 The Settlement Class Members and the Class Representatives shall be deemed
5 to have expressly waived and relinquished, to the fullest extent permitted by law, the
6 provisions, rights, and benefits they may otherwise have had pursuant to § 1542 of the
7 California Civil Code, which provides as follows:

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

11 This paragraph is not intended to and shall not be interpreted to (1) release any of Settlement
12 Class Members' claims outside the scope of the Released Claims, including any claims based on
13 discrimination, wrongful termination, or worker's compensation or (2) expand the release enumerated
14 in Paragraph 6.1, *supra*. The Settlement Class Members and the Named Plaintiffs acknowledge that
15 they may discover facts in addition to or different from those that they now know or believe to be true
16 with respect to the subject matter of the Released Claims, but that it is their intention to finally and
17 forever settle and release the Released Claims as to the Released Parties, notwithstanding any
18 unknown claims they may have related to the Released Claims.

19 6.3 No Other Liability. The Settlement Agreement shall be in full settlement,
20 compromise, release and discharge of the Released Claims and each of them, and the Released
21 Parties shall have no further or other liability or obligation to any member of the Settlement
22 Class or any other Releasing Class Party with respect to the Released Claims, except as
23 expressly provided herein. The Parties shall agree to an injunction prohibiting all Class
24 Members from bringing or participating in any judicial, arbitral or administrative action
25 involving the Released Claims to the extent permitted by law.

26 6.4 Prohibition on Subsequent Assertion of Released Claims. The Named Plaintiffs
27 and the Settlement Class, and to the fullest extent allowed by law, all Releasing Class Parties,
28 are prohibited from ever asserting a Released Claim, and from commencing, joining or

1 participating in, or voluntarily assisting in a lawsuit or adversary proceeding against the
2 Released Parties, or any of them, based on Released Claims. Excluded from this prohibition
3 are any instances where any individual is legally compelled to testify through service of a
4 subpoena or other process.

5 6.5 No Other Actions. The Named Plaintiffs represent and warrant that, except for
6 this Action, they do not have any lawsuit, claim, charge, grievance or complaint (collectively,
7 a "Claim") against the Released Parties pending in any forum, including without limitation,
8 any local, state or federal agency or court, in connection with the Released Claims. The Named
9 Plaintiffs and Settlement Class Members further represent and warrant, to the extent permitted
10 by law, that they will not, at any time on or after the Effective Date, file any Claim against the
11 Released Parties in any forum including without limitation, any local, state or federal agency
12 or court, in connection with, arising out of or related to the Released Claims, and if any forum,
13 agency or court assumes jurisdiction of any such Claim and/or purports to bring any such
14 proceedings, in whole or in part, on behalf of any Settlement Class Member, he or she will
15 request that forum, agency or court to withdraw and/or dismiss such Claim with prejudice.
16 Furthermore, in the event that Settlement Class Members may be permitted by law to file or
17 be joined in any such Claim, they understand and agree that they may not recover any amount
18 in judgment or otherwise in any such Claim as a result of their release of the Released Claims
19 set forth herein and acceptance of the terms and conditions of this Agreement.

20 6.6 No Assignment of Rights. The Settlement Class Members warrant and
21 represent that they have not assigned, transferred, or hypothecated, or purported to assign,
22 transfer, or hypothecate to any person or entity any of the Released Claims or any rights,
23 claims, or causes of action arising out of the Released Claims. This warranty and
24 representation of non-assignment shall survive the execution of this Settlement Agreement and
25 the dismissal of the Action. No Class Member Payment shall be paid to any person or entity
26 with respect to whom the Named Plaintiffs and/or any Settlement Class Member have
27 assigned, transferred, or hypothecated, or purported to assign, transfer, or hypothecate any of
28 the Released Claims or any rights, claims, or causes of action arising out of, in connection with

1 or related to the Released Claims. In addition, Settlement Class Members shall defend, hold
2 harmless, and indemnify the Released Parties, or any of them, from and against any claims,
3 damages, litigation, causes of action, and expenses, including reasonable attorneys' fees,
4 resulting from any breach by the Settlement Class Member of this warranty and representation,
5 or any breach by the Settlement Class Member of his or her release of the Released Claims.

6 6.7 Discharge of Obligations. Defendant shall fully discharge its obligations under
7 the California Labor Code and the Private Attorney General Act to those Class Members to
8 whom it pays a Class Member Payment through the Settlement Administrator by mailing a
9 payment as set forth herein, regardless of whether such payments are actually received and/or
10 negotiated by Class Members. Defendants will be deemed to have paid a Class Member
11 Payment upon the mailing of the payment to the Class Member, regardless of whether such
12 Class Member subsequently negotiates the payment. In the event that such payments are not
13 received and/or negotiated by Class Members for the purpose of meeting Defendant's
14 obligations herein, such funds shall be held by the Settlement Administrator and later be used
15 for expenses or be disposed of pursuant to section 5.14(b) herein.

16 6.8 No Violation of Labor Code Section 206.5. The Parties agree that they are
17 entering into a stipulated settlement in a court action where the principles of res judicata,
18 merger or bar apply and operate to bar a new action. As such, the Parties further agree that the
19 execution of the above release constitutes an exception to, and does not violate, Labor Code
20 Section 206.5, because there is a good-faith dispute as to whether any wages are due at all to
21 any Settlement Class Member. Each Settlement Class Member is therefore also deemed to
22 have acknowledged and agreed that section 206.5 is not applicable to the parties. Section 206.5
23 provides, in pertinent part, as follows:

24 **NO EMPLOYER SHALL REQUIRE THE EXECUTION OF ANY**
25 **RELEASE OF ANY CLAIM OR RIGHT ON ACCOUNT OF**
26 **WAGES DUE, OR TO BECOME DUE, OR MADE AS AN**
27 **ADVANCE ON WAGES TO BE EARNED, UNLESS PAYMENT**
28 **OF SUCH WAGES HAS BEEN MADE.**

1 **7. Effect of Settlement Not Being Final.** In the event that the Settlement as provided for in this
2 Settlement Agreement does not become final, or does not become effective for any reason other than
3 the failure of any Party to perform such Party's obligations hereunder (except as to the Settlement not
4 becoming final because of any appeal, which circumstance can be waived by Defendant), then the
5 Settlement Agreement shall become null and void and of no further force and effect, and all
6 negotiations, proceedings, and statements relating thereto shall be without prejudice as to the rights of
7 any and all Parties hereto and their respective predecessors and successors, and all Parties and their
8 respective predecessors and successors shall be deemed to have reverted to their respective positions
9 in the Action as of the date and time immediately prior to the execution of this Settlement Agreement,
10 with no class certified and except as otherwise expressly provided herein.

11 **8. Settlement Termination.** In the event that (a) the Court finally and with prejudice declines
12 to enter preliminary or final approval of the Settlement Agreement or to enter the Judgment or any
13 part thereof as provided for herein, or the Settling Parties hereto fail to consent to the entry of
14 alternative forms of Judgment, in lieu thereof, or if after such consent the Court declines to enter such
15 alternate form of Judgment; or (b) any conditions to the Settlement are not satisfied or (c) the Court
16 disapproves this Settlement, or any term contained in this Settlement Agreement, except as provided
17 in Paragraph 14, including any amendments hereto, and such disapproval becomes final by reason of
18 its affirmance on appeal or lapse of time or otherwise; or (d) the Court approves this Settlement,
19 including any amendments hereto, but any such judgment and approval is finally modified or reversed
20 on appeal, then, in any such event, this Settlement shall be void, and any Preliminary Approval Order
21 or any Final Approval Order and Judgment shall be vacated upon application to the Court. In such
22 event, (a) this Settlement Agreement and the Settlement shall be terminated and become void and of
23 no effect; (b) any action taken or to be taken in connection with this Settlement Agreement and the
24 Settlement shall become null and void and of no effect, (c) this Settlement Agreement and the
25 Settlement and any hearings or proceedings thereunder shall not be referred to or used as evidence for
26 or against any party or Class Member in this or any other action or proceeding, (d) all pre-trial
27 proceedings, including discovery, shall resume thirty (30) calendar days thereafter as if this Settlement
28 had not been proposed for approval of the Court.

1 **9. No Admissions.** The Settling Parties understand and agree that this Settlement Agreement is
2 the result of a good faith compromise settlement of disputed claims, and no part of this Settlement
3 Agreement or any conduct or written or oral statements made in connection with this Settlement and
4 this Settlement Agreement, whether or not the Settlement is preliminarily or finally approved and/or
5 consummated, may be offered as or construed to be an admission or concession of any kind by
6 Defendant or any of the Releasing or Released Parties or anyone else, in this or any other Action. In
7 particular, but without limiting the generality of the foregoing, nothing about this Settlement
8 Agreement shall be offered or construed as an admission of liability, wrongdoing, impropriety,
9 responsibility, or fault whatsoever on the part of Defendant and/or the Released Parties, and it shall
10 not be construed as or deemed to be evidence of, or an admission or concession that the Named
11 Plaintiffs or any Class Member has suffered any damage. In addition, this Settlement Agreement shall
12 not be offered or be admissible in evidence against Defendant or any Released Party, except in any
13 action or proceeding brought by or against the Named Plaintiffs, the Class, Class Members, or
14 Defendant to enforce its terms, or by Defendant in defense of any claims brought by Named Plaintiffs,
15 the Class, Class Members, or any member of the general public. The provisions of this paragraph
16 shall become effective when this Settlement Agreement is signed and shall be binding on the Settling
17 Parties and their counsel regardless of whether the Settlement Agreement is preliminarily and/or
18 finally approved or terminated for any reason, or rendered null and void.

19 **10. Extensions of Time.** Without further order of the Court, the Settling Parties hereto may agree
20 in writing to reasonable extensions of time to carry out any of the provisions of the Settlement. In
21 addition, to the extent that any deadline (including but not limited to scheduled escrow payments by
22 Defendant) set forth in this Settlement Agreement falls on a Saturday, Sunday, or legal holiday, that
23 deadline shall be continued until the following business day.

24 **11. Enforcement and Continuing Jurisdiction of the Court.** To the extent consistent with class
25 action procedure, this Settlement Agreement shall be enforceable by the Court. To the extent
26 permitted by law, including California Code of Civil Procedure Section 664.6, the Court will have and
27 retain continuing jurisdiction over the Action and all Settling Parties, to the fullest extent necessary or
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1 convenient to enforce and effectuate the terms and intent of the Settlement Agreement and all matters
2 provided for herein, and to interpret it, until all related matters are fully resolved.

3 **13. General Provisions.**

4 Construction. This Settlement Agreement was entered into after substantial good faith,
5 arms-length negotiations between the Settling Parties' counsel and meant to
6 incorporate those agreements already laid out in the Memorandum of Understanding.
7 This Settlement Agreement is entered into freely and voluntarily only after each party
8 carefully read and reviewed it with counsel, and it reflects the conclusion of each party
9 that this Settlement Agreement and the Judgment and the releases, waivers, and
10 covenants contemplated hereby are in the best interest of said party. This Settlement
11 Agreement has been entered into without any coercion and under no duress. The
12 Settling Parties acknowledge and agree that all Parties had an equal hand in drafting
13 this Settlement Agreement so that it shall not be deemed to have been prepared or
14 drafted by one party or another. All Parties waive the provisions of California Civil
15 Code section 1654, which provides, in pertinent part, that "the language of a contract
16 should be interpreted most strongly against the party who causes the uncertainty to
17 exist." Except as expressly provided herein; this Settlement Agreement is not intended
18 to confer any rights or remedies upon any person other than the Settling Parties.

19 13.1 Due Authority of Attorneys. Each of the attorneys executing this Settlement
20 Agreement on behalf of one or more parties hereto warrants and represents that he or
21 she has been duly authorized and empowered to execute this Settlement Agreement on
22 behalf of each such respective party and to bind them to the terms hereof.

23 13.2 Entire Agreement. This Settlement Agreement sets forth the entire agreement
24 of the Settling Parties with respect to its subject matter and supersedes any and all other
25 prior agreements and all negotiations leading up to the execution of this Settlement
26 Agreement, whether oral or written, regarding the subjects covered herein, including
27 the July 30, 2021 Memorandum of Understanding executed at the mediation. The
28 Settling Parties acknowledge that no representations, inducements, warranties,

1 promises, or statements relating to the subjects covered herein, oral or otherwise, have
2 been made by any of the Settling Parties or by anyone acting on behalf of the Settling
3 Parties which are not embodied or incorporated by reference herein, and further agree
4 that no other agreement, covenant, representation, inducement, promise or statement
5 relating to the subjects covered herein not set forth in writing in this Settlement
6 Agreement, shall be valid or binding,

7 13.3 Modification or Amendment. This Settlement Agreement may not be modified
8 or amended except in a writing signed by all signatories hereto or their successors in
9 interest.

10 13.4 Successors. This Settlement Agreement shall be binding upon and inure to the
11 benefit of the Settling Parties hereto (including Class Members) and their respective
12 heirs, executors, administrators, successors and assigns, and upon any corporation,
13 partnership or other entity into or with which any Settling Party hereto may merge,
14 combine or consolidate. As used in the preceding sentence and elsewhere throughout
15 this Settlement Agreement, "including" shall mean including without limitation.

16 13.5 Counterparts. This Settlement Agreement may be executed in counterparts,
17 each of which shall be deemed an original, and all of which together shall constitute
18 one and the same instrument. Facsimile or other electronic transmission of the
19 signatures of the Settling Parties or their representatives shall be binding on the Settling
20 Parties.

21 13.6 Waivers. The waiver by any Party of any breach of this Settlement Agreement
22 shall not be deemed or construed as a waiver of any other breach, whether prior,
23 subsequent, or contemporaneous, of this Settlement Agreement.

24 13.7 Governing Law. This Settlement Agreement shall be governed by and
25 construed, enforced, and administered in accordance with the laws of the State of
26 California, without regard for the law of the State regarding conflicts of laws or choice
27 of law. Any orders or judgments entered by the Court in conjunction with the
28 proceedings relating to or arising out of this Settlement Agreement shall be construed

1 and enforced under, and all issues relating to the preclusive effect of such orders or
2 judgments shall be determined by, the laws of the State of California relating to the
3 construction, enforcement, and preclusive effect of orders and judgments entered by
4 state courts.

5 13.8 Regulation. In the event that any provision in this Settlement Agreement shall
6 be affected by any rule, regulation, ordinance, order, directive, or statute by any unit of
7 government, whether state, federal, or local, such rule, regulation, ordinance, order,
8 directive, or statute shall supersede and take precedence over any such provision of this
9 Settlement Agreement to the contrary and in no event shall Defendant be in violation
10 of this Settlement Agreement nor shall this Settlement Agreement be in any way
11 affected should Defendant take any action or change any of their business practices to
12 comply with such state, federal, or local rules, regulations, ordinances, or statutes
13 currently in force or enacted in the future.

14 13.9 Headings. The headings contained in this Settlement Agreement are for
15 convenience and reference purposes only, and shall not be given weight in its
16 construction.

17 13.10 Notices. Any notices, requests, demands, or other communications required or
18 permitted to be given pursuant to this Settlement Agreement, other than notice to the
19 Class or Class Members, shall be in writing and, except as provided elsewhere in this
20 Settlement Agreement or in any communication to the Class, shall be delivered
21 personally, via overnight delivery or via postage pre-paid first class mail, with a
22 courtesy copy sent via email at the same time it is sent out for physical delivery as
23 follows: (1) to Named Plaintiffs, the Class, and Class Counsel to the attention of Stuart
24 R. Chandler, STUART R. CHANDLER APC, and Cory G. Lee, The Law Offices of
25 Robert W. Sink and (2) to Defendants and counsel for Defendants to the attention of
26 Ahmed Kasem, KASEM, KO & AHMED. By written notice given in accordance
27 herewith, each party may modify or change the addressee and/or address of any person
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1 identified above or pursuant hereto as the person or persons to whom all future notices
2 shall be sent.

3 13.11 Signatures of Named Plaintiffs, Defendant and Class Counsel. By executing
4 this Settlement Agreement, the Named Plaintiffs, Defendant and Class Counsel
5 indicate their approval of the form of this Settlement Agreement (and exhibits thereto),
6 and, in the case of counsel for Named Plaintiffs and the Class, their representation and
7 warranty of authority to bind the Class as certified and the Class described herein
8 (subject to the final approval of the Court).

9 13.12 Attorney Fees. In the event that any party expends attorney fees and costs in
10 enforcing the terms of this Settlement Agreement, the reasonable attorney fees and
11 costs shall be awarded. The attorney's hourly rate will be set by the attorney's then
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prevailing rate. Costs will include any reasonable cost and will not be restricted or precluded by California Code of Civil Procedure Section 1033 *et seq.*

IN WITNESS WHEREOF, this Settlement Agreement has been duly executed by and on behalf of the Settling Parties, as follows:

Dated 10/19/21

By: [Signature]
Plaintiff D'Artagnan Hutcherson

Dated: 10/22/21

By: [Signature]
Plaintiff Amanda Libby

Dated: 10/25/21

By: [Signature]
Plaintiff Isai Wanda Madaris

Dated: 10/19/21

By: [Signature]
Stuart A. Chandler
STUART A. CHANDLER APC
Counsel for the Named Plaintiffs
and the Settlement Class

Dated: _____

By: _____
Mohamed Ahmed
For Defendant Admiral Security
Services, Inc.

Dated: _____

By: _____
Ahmed Kasem
KASEM, KO & AHMED
Counsel for Admiral Security
Services, Inc.