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MICHAEL HARRINGTON and BRANDON OLDHAM

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

MICHAEL HARRINGTON and BRANDON
OLDHAM, on behalf of themselves, and all
others similarly situated, and all aggrieved
employees,

Plaintiffs,

v.

CREATIVE SECURITY COMPANY, INC.;
and DOES 1 through 50, inclusive,

Defendants.

Case No: RG21095377

CLASS & REPRESENTATIVE ACTION

*Assigned for All Purposes to the Honorable
Brad Seligman, Dept. 23*

**DECLARATION OF ERIC A. GROVER IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND MOTION FOR
AWARD OF ATTORNEYS' FEES AND
COSTS, CLASS REPRESENTATIVE
INCENTIVE AWARDS, AND
SETTLEMENT COSTS**

Date: February 14, 2023
Time: 3:00 p.m.
Dept. 23
Judge: The Hon. Brad Seligman

Complaint Filed: April 9, 2021
FAC Filed: May 18, 2021

Reservation No: A-21095377-001
Reservation No: A-21095377-002

1 I, ERIC A. GROVER, declare as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of California. I
3 am a partner in the law firm Keller Grover LLP, co-counsel for Plaintiffs Michael Harrington
4 and Brandon Oldham (“Plaintiffs”), and Class Counsel in this action. I have personal knowledge
5 of the facts stated herein and, if called as a witness, I could and would testify competently to the
6 facts set forth below.

7 **Class Counsel’s Experience:**

8 2. Between September 1988 and October 2005, I was first an associate and then a
9 shareholder in the firm Littler Mendelson, P.C. Littler is the largest law firm in the United States
10 specializing in labor and employment law. During my 17 years at Littler, I practiced extensively
11 in all areas of labor and employment law, including wage and hour law and class action defense.
12 I also have extensive litigation experience, including numerous arbitrations and trying a number
13 of cases to verdict in state and federal courts.

14 3. In the time I worked at Littler, I worked on many class action matters. The
15 following is a list of various class action matters for which I was the lead or co-lead defense
16 attorney:

- 17 a. *DLSE v. UI Video* (Blockbuster) (Alameda County) (Failure to provide
18 uniforms.);
- 19 b. *Vickery, et al. v. Cinema Seven, Inc.* (San Francisco County) (Independent
20 contractor vs. employee status, overtime, minimum wage and expense
21 reimbursement claims.);
- 22 c. *ILWU, et al. v. DMS Messenger Services, et al.* (San Francisco County)
(Overtime, minimum wage, expense reimbursement and waiting time
23 penalties.);
- 24 d. *Shields, et al. v. Lyon’s Restaurants* (San Diego County) (Manager
25 misclassification.);
- 26 e. *O’Donnell, et al. v. Starving Students Movers* (Marin County) (Overtime,
27 minimum wage and waiting time penalties.);
- 28 f. *Cross, et al. v. Compass* (Sacramento County) (Overtime and waiting time
penalties.);

- g. *Flowers, et al. v. Starving Students Movers* (San Joaquin County) (Overtime, minimum wage and waiting time penalties.);
- h. *Chen v. DMX Music, Inc.* (San Francisco County) (Improper chargebacks on commission payments.);
- i. *Tiffany, et al. v. Hometown Buffet* (San Francisco County) (Manager misclassification.);
- j. *Leoni, et al. v. Jetsetter Express, Inc.* (San Joaquin County) (Manager misclassification.);
- k. *Solano v. Clark Pest Control* (Los Angeles County) (Technician/salesperson misclassification.);
- l. *Guglielmino, et al. v. McKee Foods Corp.* (USDC-ND) (Independent contractor vs. employee status.); and
- m. *Evets v. Guess?, Inc.* (San Francisco County) (Manager misclassification.).

4. Between October 15, 2005 and the present, I have been practicing law at Keller Grover LLP. At Keller Grover, approximately 95% of my time is spent representing plaintiffs in employment, privacy, consumer, and data breach class action matters. I am currently lead counsel or co-lead counsel on more than 15 different class actions. I have been named Class Counsel in numerous recent class action matters, including:

- a. *Watson v. Ann Taylor Stores Corp.*, Los Angeles County Superior Court Case No. BC342729;
- b. *Novak v. Retail Brand Alliance, Inc., et al.*, Alameda County Superior Court Case No. RG 05-223254;
- c. *Jos. A. Banks Overtime Cases*, Solano County Superior Court Case No. JCCP NO. 4479;
- d. *Diaz v. Best Buy Stores, L.P.*, Alameda County Superior Court Case No. Case No. RG 06-264187;
- e. *Lozoya v. PA Acquisition Corp.*, et al, Alameda County Superior Court Case No. RG 06-258395;
- f. *Krispy Kreme Overtime Cases*, Alameda County Superior Court Case No. JCCP No. 4489;
- g. *Walgreens Overtime Cases*, Los Angeles County Superior Court Case No. JCCP 4387;

- h. *Gring v. Claire's Boutique's, Inc.*, Alameda County Superior Court Case No. RG 05-247759;
- i. *Greene v. Federated Retail Holdings, Inc.* San Francisco County Superior Court Case No. CGC 06-449456;
- j. *Stermer v. L'Occitane, Inc.*, San Francisco County Superior Court Case No. CGC 06-456056;
- k. *Wilde v. Catalina Restaurant Group, Inc. et al.*, Los Angeles County Superior Court Case No. BC347513;
- l. *Rogers v. Accentcare, Inc.*, Alameda County Superior Court County Superior Court Case No. RG 05-237683;
- m. *Fleming v. Dollar Tree Stores, Inc.*, United States District Court, Northern District of California, Case No. Case No. C 06-cv-03409 MJJ;
- n. *Corrado v. Valero Services, Inc.*, Alameda County Superior Court Case No. RG 07-322134;
- o. *Stenroos v. Core-Mark International, Inc.*, San Mateo County Superior Court Case No. CIV 451198;
- p. *Ford v. Pilot Travel Centers LLC*, United States District Court, Northern District of California, Case No. C-07-cv-02715 TEH;
- q. *Elsbury v. Pizza Hut of Southeast Kansas, Inc.*, United States District Court, Eastern District of California Case No. EDCV 07-00695 SGL (JCRx);
- r. *Brior v. AE Retail West LLC*, San Francisco County Superior Court Case No. CGC 06-455422;
- s. *Moore v. Genesco, Inc. et al.*, Alameda County Case No. RG 06-270570;
- t. *Stermer v. Ulta Salon, Cosmetics & Fragrance, Inc.*, San Francisco County Superior Court Case No. CGC 08-427014;
- u. *Lauzon v. Club Monaco U.S., LLC, Polo Retail, LLC, and Polo Ralph Lauren Corporation*, San Francisco County Superior Court Case No. CGC 06-449963;
- v. *Davenport v. Union Bank of California, N.A. and Unionbanc Investment Services LLC*, United States District Court, Central District of California, Case No. 2:07-cv-00001 FMC (VBKx);
- w. *Jacobs v. Les Schwab Tire Centers of California, Inc., et al.*, San Francisco County Superior Court Case No. CGC 08-478372;
- x. *Daniel Arias v. Praxair Distribution, Inc., et al.*, San Francisco County Case No. CGC 08-474506;
- y. *Flores, et al. v. Zale Delaware, Inc.*, United States District Court, Northern District of California, Case No. 07-cv-00539 TEH;

- 1 z. *Payan et al. v. MetroPCS, Inc.*, San Francisco County Superior Court
2 Case No. CGC 08-476703;
- 3 aa. *Njoku v. Ecko Direct, LLC*, San Francisco County Superior Court Case
4 No. CGC 07-469480;
- 5 bb. *Wiggins v. Cingular Wireless Employee Services, LLC*, San Francisco
6 County Superior Court Case No. CGC 08-477763;
- 7 cc. *Lee v. Marshalls of CA LLC*, Alameda County Superior Court Case No.
8 RG 07-337021;
- 9 dd. *Flores v. Cintas Corporation No. 2, Inc.*, Los Angeles County Superior
10 Court Case No. BC400422;
- 11 ee. *Drew v. HCR Manor Care Medical Services of Florida, LLC, et al.*, San
12 Francisco County Superior Court Case No. CGC 09-490181;
- 13 ff. *Ireland, et al. v. National Distribution Centers, L.P., et al.*, San Francisco
14 County Superior Court Case No. CGC 09-493709;
- 15 gg. *Lim-Hui v. Carter's Retail, Inc.*, San Francisco County Superior Court
16 Case No: CGC 09-484456;
- 17 hh. *Sefton v. OshKosh B'Gosh, Inc.*, San Francisco County Superior Court
18 Case No. CGC 09-484496;
- 19 ii. *Murphy v. Check n' Go of California, Inc.*, San Francisco County
20 Superior Court Case No. CGC 06-449394;
- 21 jj. *Wireless Advocates Wage and Hour Cases*, Los Angeles County Superior
22 Court Case No. JCCP 4600;
- 23 kk. *Matrix Service Wage and Hour Cases*, Alameda County Superior Court
24 Case No. JCCP 4610;
- 25 ll. *Sullivan v. Kelly Services, Inc.*, United States District Court, Northern
26 District of California Case No. 08-cv-3893 CW;
- 27 mm. *Strickland, et al. v. Timec Company, Inc., et al.*, San Francisco County
28 Superior Court Case No. CGC 10-501832;
- nn. *Davis and Duke v. Plant Performance Services LLC, et al.*, Alameda
County Case No. RG 10-501301;
- oo. *Jordan v. Directory Distributing Associates, Inc.*, San Francisco County
Superior Court Case No. CGC 10-500633;
- pp. *Martin v. Total Safety U.S., Inc.*, Alameda County Case No. RG 10-
533750;
- qq. *Placer Title Company Wage and Hour Cases*, Sacramento County
Superior Court Case No. JCCP 4567;

- rr. *Martin, et al. v. Starcon International, Inc.*, Contra Costa County Superior Court Case No. MSC10-01071;
- ss. *Meyer v. Irwin Industries, Inc.*, ADRS Case No. 11-3844-RAH;
- tt. *Lazarin, et al. v. Total Western, Inc.*, JAMS Case No. 1100067385;
- uu. *Potter v. Zale Delaware, Inc.*, Alameda County Superior Court Case No. RG 10-548469;
- vv. *Canales, et al. v. Electrical & Instrumentation Unlimited of California, Inc.*, Kern County Superior Court Case No. S-1500-CV-271947 WDP;
- ww. *Schechter and Porter v. ISYS Solutions, Inc.*, Alameda County Superior Court Case No. RG 10-550517;
- xx. *Gomez v. Pizza Hut of Southeast Kansas, Inc.*, San Bernardino County Superior Court Case No. CIVVS900679;
- yy. *Hernandez v. Bodell Construction Company*, Alameda County Superior Court Case No. RG12-624600;
- zz. *Gilliam v. Matrix Energy Services, Inc.*, Alameda County Superior Court Case No. RG11-592345;
- aaa. *Tate v. Wyatt Field Services Co.*, Alameda County Superior Court Case No. RG 10-522846;
- bbb. *Becerra, et al. v. RadioShack Corporation*, United States District Court, Northern District of California, Case No. C-11-cv-03586 YGR;
- ccc. *Vasquez, et al. v. Turnaround Welding Services, Inc.*, Contra Costa County Superior Court Case No. MSC12-00340;
- ddd. *Betten and Lafa v. Diamond Wireless, LLC*, United States District Court, Central District of California, Case No. 2:13-cv-02885 CBM;
- eee. *Martin v. AltairStrickland LLC*, Alameda County Superior Court Case No. RG11 575618;
- fff. *Miller v. Southwest Airlines Co.*, United States District Court, Northern District of California, Case No. C-12-cv-5978-CRB;
- ggg. *Nguyen v. Equilon Enterprises LLC*, United States District Court, Northern District of California, Case No. 4:12-cv-04650-YGR;
- hhh. *Saunders v. StubHub Inc.*, San Francisco County Superior Court Case No. CGC-12-517707;
- iii. *Oregel v. PacPizza, LLC*, Contra Costa County Superior Court Case No. MSC12-01454;

- 1 jjj. *Torres, et al. v. San Joaquin Community Hospital*, JAMS Case No.
2 1220043288;
- 3 kkk. *Hulsey v. San Joaquin Community Hospital*, JAMS Case No.
4 1210030884;
- 5 lll. *DeLeon, et al. v. NCR Corp.*, San Bernardino County Superior Court
6 Case No. CIVDS1403274;
- 7 mmm. *Springer, et al. v. Stanford Hospital and Clinics, et al.*, Los Angeles
8 County Superior Court Case No. BC470522;
- 9 nnn. *Ginn, et al. v. Certified Safety, Specialists LLC et al.*, Contra Costa
10 County Superior Court Case No. C11-0969;
- 11 ooo. *Clothier v. SPAR Marketing Services, Inc.*, Alameda County Superior
12 Court Case No. RG12-639317;
- 13 ppp. *St. Joseph Health System Medical Information Cases*, Orange County
14 Superior Court JCCP Case No. 4716;
- 15 qqq. *Everhart and Everhart v. Advantage Sales & Marketing, LLC*, Alameda
16 County Superior Court Case No. RG14-712100;
- 17 rrr. *Miller v. Hitachi America, Ltd.*, San Mateo County Superior Court Case
18 No. CIV 526430;
- 19 sss. *Johnson and Storey v. Mobility Plus Transportation LLC, et al.*, San
20 Francisco County Superior Court Case No. CGC-13-532872;
- 21 ttt. *Tripp and Solberg v. Crossmark, Inc., et al.*, United States District Court,
22 Northern District of California, Case No. 3:12-cv-04818-NC.
- 23 uuu. *McCabe, et al. v. Six Continents Hotels, Inc.*, United States District
24 Court, Northern District of California, Case No. 12-cv-04818-NC;
- 25 vvv. *Wheelock v. Hyundai*, Orange County Superior Court, Case No: 30-
26 2011-00522293-CU-BT-CJC;
- 27 www. *Roberts v. Wyndham Hotel and Resorts LLC, et al.*, United States District
28 Court, Northern District of California, Case No. 5:12-cv-05083-PSG;
- xxx. *Castillo, et al. v. Seagate Technology LLC*, United States District Court,
 Northern District of California Case No. 3:16-cv-01958-RS;
- yyy. *Halkola v. Fisher, Sand & Gravel Co.*, Alameda County Superior Court,
 Case No. RG17844100;
- zzz. *Ashlock, et al. v. Sunrun, Inc., et al.* San Francisco County Superior
 Court CGC-17-557027;

- aaaa. *Spitzer v. FRHI Hotels and Resorts (Canada) Inc.*, San Bernardino County Superior Court Case No. CIVDS1712220;
- bbbb. *Matthews v. eHealthinsurance Services, Inc.*, Santa Clara County Superior Court Case No. 17CV305656;
- cccc. *Crowley, et al. v. Central Transport LLC*, San Bernardino Case No. CIVDS1604546;
- dddd. *Alfinito v. Loop Transportation*, San Francisco County Superior Court Case No. CGC-17-556677;
- eeee. *Rabanal v. P.F. Chang's China Bistro, et al*, Alameda County Case No. RG17851208;
- ffff. *Kindt and Pappas v. Aerovias de Mexico, S.A. de C.V., et al*, San Bernardino County Case No. CIVDS1809416;
- gggg. *Duke v. Jacobs Engineering Group Inc., et al.*, San Bernardino Superior Court Case No. CIVDS1703459;
- hhhh. *O'Leary v. Youngevity International, Inc.*, San Diego County Superior Court Case No. 37-2017-00045550-CU-BT-CTL;
- iiii. *Kindt v. Concesionaria Vuela Compañía de Aviación S.A.P.I. de C.V., et al.*, Napa County Superior Court Case No. 19CV000373;
- jjjj. *Docter v. Accor Management US Inc.*, San Joaquin County Superior Court Case No. STK-CV-UBT-2019-0000147;
- kkkk. *Clothier v Spar Group, Inc.*, Alameda County Superior Court Case No. RG18926494;
- llll. *Pennywell-Foster v. IMKO Workforce Solutions, et al.*, Sacramento County Superior Court Case No. 34-2019-00252683;
- mmmm. *Stohs, et al. v. Samsonite Company Stores, LLC*, Alameda County Superior Court Case No. RG19001392;
- nnnn. *Casarez v. Chemtrade West US LLC*, Alameda County Superior Court Case No. RG19008007;
- oooo. *Butler v. Apple Inc.*, Santa Clara County Superior Court Case No. 1-14-cv-262989;
- pppp. *Gomez v. Pinnacle Workforce Logistics*, San Bernardino County Superior Court Case No. CIVDS1804163;
- qqqq. *Vilitchai, et al. v. Ametek Programmable Power, Inc.*, San Diego County Superior Court Case No. 37-2015-00025968-CU-OE-CTL;
- rrrr. *Madrid, et al. v. Golden Valley Health Centers*, Merced County Superior Court Case. No. 20Cv-01484;

- ssss. *Curtis v. Aegis Treatment Centers, LLC*, Shasta County Superior Court Case No. 193712;
- tttt. *Vallimont v. Westat, Inc.*, Sacramento County Superior Court Case No. 34-2019-00264440-CU-OE-GDS;
- uuuu. *Millay v. Napaidence OPCO, LLC*, Napa County Superior Court Case No. 19CV001903;
- vvvv. *Gutierrez v. Brand Energy of California, Inc.*, Alameda County Superior Court Case No. RG17846239;
- www. *Harrington v. Forbes Security, Inc.*, San Francisco County Superior Court Case No. CGC-20-584155;
- xxxx. *Sica and Ellis v. Construction & Turnaround Services, L.L.C.*, United States District Court, Northern District of California Case No. 4:21-cv-0188-JSW;
- yyyy. *Clark-Alonso v. Southwest Airlines Co.*, Merced County Superior Court Case No. 21 CV-02475;
- zzzz. *Zuckerbraun v. Flour Maintenance Serv., Inc.*, Alameda County Superior Court Case No. RG20054385;
- aaaa. *Sica v Madison Industrial Serv. Team, Ltd Partnership*, United States District Court, Northern District of California Case No. 4:20-cv-08347-KAW;
- bbbbb. *Hernandez v. Chino Commercial Bank*, San Bernardino County Superior Court Case No. CIVDS1922849;
- cccc. *Espinoza, et al. v. Dedicated Bldg. Serv. LLC*, Los Angeles County Superior Court Case No. 20STCV03569;
- ddddd. *Ellis, et al. v. Harder Mechanical Contractors, Inc.*, United States District Court, Northern District of California Case No. 4:21-cv-00844-JSW; and
- eeee. *Macomber v. Dermalogica, LLC*, San Diego County Superior Court Case No: 37-2020-00020451- CU-BT-CTL.

Factual and Procedural Background:

5. A true and correct copy of the Amended Joint Stipulation of Class Action and PAGA Settlement and Release of Claims (“Amended Stipulation”) entered into by Plaintiffs and

1 Creative Security Company, Inc. (“Creative Security” or “Defendant”) is attached hereto as
2 **Exhibit 1.** The Amended Stipulation is discussed below.

3 6. On April 9, 2021, Plaintiff Harrington filed his initial putative class action
4 complaint in Alameda County Superior Court and the First Amended Complaint on May 18,
5 2021. As part of the settlement process, Plaintiff filed the operative Second Amended Complaint
6 on September 30, 2022, adding Brandon Oldham as a named Plaintiff. Plaintiffs alleged claims
7 on behalf of themselves and a putative class of hourly, non-exempt security and mobile patrol
8 guards who worked for Defendant at California locations from April 9, 2017 through January 6,
9 2022. Plaintiffs alleged that Defendant failed to pay overtime wages for hours worked over eight
10 in a shift, did not provide all required meal periods and rest breaks, failed to provide accurate
11 wage statement, and did not pay all wages due on termination. Plaintiffs asserted that
12 Defendant’s practices and policies violated Labor Code §§ 201-203, 204, 226, 226.7, 510-512,
13 1194, 1198, 1199, and Business & Professions Code §§ 17200, *et seq.* Plaintiffs also alleged
14 related representative PAGA claims.

15 7. Defendant has vigorously denied all of the allegations in their entirety. To date, no
16 class has been certified and no court has made any findings that Defendant engaged in any
17 wrongdoing or in any wrongful conduct or otherwise acted improperly or in violation of any state
18 law, rule or regulation, with respect to the issues presented in the litigation.

19 **Class Counsel’s work litigating and settling this action:**

20 8. Prior to filing this action, I and other attorneys at my firm expended time and
21 effort in investigating, researching and preparing this case for litigation. Class Counsel
22 investigated and researched the named Plaintiffs’ potential Labor Code claims, both in the
23 individual context and as putative class claims. My firm drafted and filed the complaint and later
24 the First Amended Complaint and Second Amended Complaint.

25 9. Early in the case, the parties decided to explore the possibility of settlement.
26 Plaintiff Harrington provided Defendant with a detailed mediation information request in
27 response to which Defendant provided information and documents necessary for Plaintiff
28 Harrington to engage in settlement discussions.

10. In preparation for the mediation, Class Counsel reviewed and analyzed the relevant documents and information that Defendant provided, including:

(A) The number of Class Members:

- o There were estimated to be approximately 810 Class Members. [The final number was 741.]

(B) The total weeks worked by Class Members:

- o Class Members were estimated to have worked a total of approximately 35,310 weeks during the Class Period. [The final number was 36,766.]
- o 29,241 of those weeks were estimated to have been worked by stationary security guards and 6,069 were estimated to have been worked by mobile patrol guards.

(C) The total pay periods worked by Class Members during the Labor Code § 226 liability period:

- o Class Members worked a total of approximately 8,504 pay periods during the Labor Code § 226 liability period.

(D) Class Members' average hourly wage:

Class Members were hourly employees and the average hourly wage during the Class Period was approximately \$19.00.

(E) The total pay periods during the PAGA liability period:

- o Aggrieved Employees were estimated to have worked a total of approximately 8,875 pay periods during the PAGA liability period. [The final number was 8,875.]

11. Armed with sufficient information and data, the parties were able to engage in informed negotiations of possible settlement alternatives and were able to reach a resolution of their dispute. On January 6, 2022, the parties participated in an all-day mediation session with skilled mediator, Michael Loeb, Esq. who has significant experience mediating wage and hour class actions. Robert Spencer and I participated in the mediation session. The mediated negotiations resulted in the parties reaching an agreement to settle the entire action, subject to the Court's approval. The terms of the parties' settlement were set forth in the initial joint stipulation.

12. Following the mediation, I drafted a detailed, formalized settlement agreement and exhibits and negotiated the language and terms with counsel for Defendant until the initial Stipulation and its exhibits were finalized and executed.

13. On March 11, 2022, Plaintiff Harrington moved for preliminary approval of the settlement. My firm drafted and filed the motion for preliminary approval of the proposed class action and supporting papers.

14. The Court issued an order on May 20, 2022 denying preliminary approval. At the preliminary approval hearing and in the May 20, 2022 order, the Court raised concerns that there was insufficient information to support the proposed class settlement and that Plaintiff Harrington, who had worked only as a mobile patrol employee, may not be a sufficient representative for the stationary security guard class members. That order is attached hereto as **Exhibit 2**.

15. To address the Court's concerns, my firm conducted further investigation. Mr. Spencer set forth the details of that investigation in his Second Supplemental Declaration of Robert Spencer, which was filed on October 11, 2022. After assessing the additional information obtained from putative class member interviews, time records, and payroll records, we continued to be of the opinion that the proposed settlement was fair and adequate. As part of our additional investigation, we located a putative class member who had worked as a stationary security guard and who was willing to serve as an additional class representative. Mr. Spencer and I drafted and submitted a proposed Second Amended Complaint adding Brandon Oldham as a named plaintiff. We also worked with Defense Counsel to draft an amended settlement stipulation in order to add Plaintiff Oldham as a proposed settlement class representative, provide Plaintiff Oldham with a \$2,500 enhancement and general release payment, and reduce Class Counsel's requested fee award by \$2,500, which meant that the Net Settlement Amount from the original settlement was unaffected by the changes. We submitted the Amended Stipulation (**Exhibit 1**) for the Court's approval.

16. The Court preliminarily approved the Amended Settlement on October 17, 2022. A true and correct copy of the Court's October 17, 2022 Revised Order Granting Motion for

1 Preliminary Approval of the Class Action and PAGA Settlement (“Preliminary Approval Order”)
2 is attached hereto as **Exhibit 3**.

3 17. After the entry of the Preliminary Approval Order, Robert Spencer and I have
4 spent time speaking with Class Members and interacting with Defense Counsel and the
5 Settlement Administrator on notice and settlement administration issues. We expect to spend
6 additional time working with Defense Counsel, the Settlement Administrator, speaking with
7 Class Members, finalizing this motion, preparing and filing the final approval motion, and
8 preparing for and attending the final fairness hearing.

9 **Preliminary approval and the notice process:**

10 18. Pursuant to the Court’s Preliminary Approval Order, the Settlement Class consists
11 of all current and former hourly security guard and mobile patrol employees who worked for
12 Defendant in California during the period of April 9, 2017 through January 6, 2022, inclusive.
13 The Class Period is April 9, 2017 through January 6, 2022, inclusive.

14 19. For the PAGA claims, the Preliminary Approval Order defines “Aggrieved
15 Employees” to mean “all current and former hourly security guard and mobile patrol employees
16 who worked for Defendant in California at any time during the PAGA Period.” The PAGA
17 Period is from and including March 12, 2020 through January 6, 2022. All Aggrieved Employees
18 are also Class Members. Approximately 365 Class Members also are Aggrieved Employees.

19 20. The notice procedure set forth in the Amended Stipulation and approved in the
20 Court’s Preliminary Approval Order required the Court-approved Settlement Administrator,
21 Phoenix Settlement Administrators (“PSA”), to distribute notice of the class settlement through
22 U.S. mail.

23 21. Taylor Mitzner of PSA has submitted a declaration providing details of the notice
24 and Class Member responses to date. The Declaration of Taylor Mitzner (“PSA Declaration”) is
25 being filed concurrently herewith.

26 22. Set forth below is a summary of the information contained in the PSA Declaration.

27 23. In accordance with the Preliminary Approval Order, Defendant provided PSA with
28 a list of 741 current and former employees who met the class definition and their contact

1 information. On November 21, 2022, PSA mailed the Court-approved Notice of Class Action
2 Settlement (“Notice”) via U.S. mail to the 741 Class Members on the class list.

3 24. Fifty Notices were returned by the Post Office. PSA was able to locate an updated
4 address for 40 of the returned Notices. Ultimately, all but 10 of the Notices were delivered; a
5 99% success rate for the mailing.

6 25. All Class Members had 45 days from the date that PSA initially mailed the Notice
7 to them to opt out of or object to the settlement. The deadline to opt out or object was January 5,
8 2023. PSA has received no objections, timely or late. PSA has received no requests for
9 exclusion, timely or late. Class Counsel has not received any objections or opt outs, timely or
10 late.

11 26. The Notice provided Class Members with information on how to dispute the
12 number of Qualified Weeks stated on their individualized Notice. No disputes were received
13 from Class Members.

14 27. The Class Members did not have to file a claim to participate in the settlement.
15 Because no Class Member opted out of the settlement, the average individual gross settlement
16 payment to be paid will be approximately \$405.53 and the highest individual gross settlement
17 payment to be paid will be approximately \$2,921.14.

18 **Class Counsel’s Assessment of the Fairness of the Settlement:**

19 28. Based on my years of experience and my own independent investigation and
20 evaluation, I am of the opinion that settlement for the consideration and on the terms set forth in
21 the Stipulation is fair, reasonable, and adequate and it is in the best interests of the settlement
22 class in light of all known facts and circumstances and the expenses and risks inherent in
23 litigation. I am familiar with many class action settlements involving employment issues and
24 have a strong understanding of the trends in the value of settlements. I also have personally
25 settled multiple class action cases involving allegedly unpaid overtime, meal period and rest
26 break, and alternative workweek practices. Based on that knowledge, I am of the opinion the
27 settlement is fair, reasonable and adequate and is in the best interests of the Class Members.
28

29. The Amended Stipulation sets forth all terms of the agreement reached by the Parties. The settlement is a good compromise for the damages of absent Class Members. The settlement provides that Defendant will pay a Maximum Settlement Amount of \$510,000, plus the employer-side payroll taxes, to resolve the claims covered by the settlement. The settlement is non-reversionary.

30. The Class Notice provides that the expected Net Settlement Amount is \$300,500. After subtracting out the amounts being requested to pay the costs of administration (\$9,000), Class Counsel's fees (\$159,194.56) and actual out-of-pocket costs and expenses (\$11,305.44), the PAGA Payment (\$20,000), and the Class Representatives' Incentive Awards/General Release Payments (a total of \$10,000), the NSA equals \$300,500. Because no Class Members opted out, the estimated \$300,500 NSA will be divided amongst the 741 Settlement Class Members based on the formula set forth in the Amended Stipulation and summarized below.

31. The Amended Stipulation provides that provides that NSA will be distributed proportionally based on the number of Qualified Weeks each Settlement Class Member worked during the applicable Class Period. Each Settlement Class Member will be assigned a share calculated by dividing his or her total number of Qualified Weeks by the total number of Qualified Weeks for the entire Settlement Class, which is that person's Payment Ratio. The Payment Ratio then will be multiplied by the NSA to determine that Settlement Class Member's Individual Settlement Payment, except that no gross Individual Settlement Payment will be less than \$25. Settlement Class Members are not required to submit a claim to receive an Individual Settlement Payment. Each Settlement Class Member will receive, on average, an individual gross settlement payment of \$405.53 (\$300,500 NSA/741 Class Members).

32. The parties agreed to allocate \$20,000 of the MSA to settle the PAGA claims, referred to as the PAGA Payment. Labor Code § 2699(i) requires that the LWDA receive 75% (\$15,000) of the PAGA settlement amount and Aggrieved Employees receive 25% (\$5,000). To distribute the 25% allocated to the Aggrieved Employees, the Settlement Administrator will distribute Individual PAGA Payments according to the formula set forth in the Settlement Agreement. The Settlement Administrator will divide the respective Qualified Pay Periods for

each Aggrieved Employees by the total Qualified Pay Periods for all Aggrieved Employees, resulting in the Payment Ratio for each Aggrieved Employee. Each Aggrieved Employee's Payment Ratio then will be multiplied by the \$5,000 portion of the PAGA Payment allocated to the Aggrieved Employees to calculate each Individual PAGA Payment.

33. Prosecution of this case resulted in tangible benefits for the Class Members in the following respects. Through this settlement: (1) Settlement Class Members will receive their recoveries now as opposed to waiting additional time for the same, or possibly a worse, result; (2) Settlement Class Members will receive a guaranteed result that compares favorably with other similar class action settlements of this type; and (3) settlement at this juncture will translate into significant savings in Class Counsel's fees and costs which inevitably would have increased had the case progressed through trial, appeals, etc.

34. Notably, Defendant has legal and factual grounds for defending this action, creating significant risk to the Class Members in continuing the litigation. Defendant asserts, for example, that it has complied at all times with the California Labor Code, the California Wage Orders, and all applicable California state law. Defendant first asserts that, although it did not fully comply with all of the technical requirements of the alternative work schedule election process, it made a good faith effort to comply and believed that it was in compliance until Plaintiff raised the issue in this action.

35. Defendant further asserts that it did not knowingly or willfully fail to provide compliant meal and rest breaks. Defendant further points out that a level of willfulness is required to impose liability in connection with the waiting time penalty claim and that Plaintiff will not be able to establish willfulness. In addition, Defendant has argued that no Class Member suffered any damages related to the issuance of wage statements and the Plaintiffs will be unable to prove that any Labor Code § 226(a) violation was a "knowing and intentional failure," a necessary element for the award of statutory damages under Labor Code § 226(e).¹ From a

¹ See e.g., *Mays v. Wal-Mart Stores, Inc.* (9th Cir. 2020) 804 F. App'x 641, 644 (reversing class certification of a wage statement class after concluding that the class representative's receipt of a pay stub with only a minor discrepancy in the employer's name was not the type of injury-in-fact

(Cont'd)

1 certification standpoint, Defendant argues, among other things, that because of the unique
2 circumstances surrounding each individual putative class member's alleged overtime work,
3 missed meal periods and missed rest breaks, individual issues would preclude certification.

4 36. Taking Defendant's proposed defenses into account, I believe the settlement offers
5 the Settlement Class Members the opportunity to obtain a monetary settlement payment now,
6 avoiding the risks that Defendant might succeed in any of its arguments.

7 37. Exemplifying the overwhelming support that the absent Class Members have
8 demonstrated for this settlement is the fact that not a single one of the 741 Class Members has
9 objected to or opted out of the settlement. The absolute lack of objections and opt-outs speaks
10 volumes about the fairness, reasonableness and adequacy of this settlement.

11 **Residual funds:**

12 38. The Amended Stipulation provides that Class Members' settlement checks will be
13 valid for 90 days from the date of issuance. The Settlement Administrator will send a postcard
14 reminder to Settlement Class Members and Aggrieved Employees 30 days before the check void
15 date. The settlement provides that, after the check void date, the Settlement Administrator will
16 send any funds from uncashed checks to the Katherine and George Alexander Community Law
17 Center at Santa Clara University. The Law Center provides pro bono representation in various
18 areas includes workers' rights.

19 **Suitability of the Settlement Class for Certification**

20 39. To date, no class has been certified. The Amended Stipulation reached among the
21 Parties contains a provision pursuant to which the Parties stipulate to the Court's provisional
22 certification of the settlement Class, but do so for purposes of this settlement only.

23
24
25 _____
26 required for Article III standing and, as a result, she could not represent the putative class);
27 *Roadrunner Intermodal Servs., Ltd. Liab. Co. v. T.G.S. Transp., Inc.* (E.D. Cal. Aug. 21, 2019)
28 No. 1:17-cv-01207-DAD-BAM, 2019 U.S. Dist. LEXIS 142321, at *50 (finding that the
employer's error on a wage statement was unintentional and therefore it was not liable under
Labor Code § 226(e)).

1 40. As proposed Class Counsel, I believe that Plaintiffs could successfully prove that
2 this action meets the requirements of class certification; however, I understand that Defendant's
3 counsel disagrees.

4 41. The proposed settlement Class is ascertainable. The Class definition, the total size
5 of the Class and the means for identifying the members of the Class determine whether the Class
6 is ascertainable. In this case, the members of the proposed settlement Class are identifiable from
7 Defendant's records. Further, the size of the proposed Class is sufficiently numerous to warrant
8 certification. According to Defendant's records, there are 741 proposed settlement Class
9 members.

10 42. The proposed Class Members' claims all stem from a common set of
11 circumstances. All of the Class Members worked for Defendant as hourly, non-exempt security
12 guards and mobile patrol employees in California during the relevant time period. Plaintiffs
13 contend that all Class Members were subject to Defendant's uniform practices and policies,
14 including those regarding overtime pay, meal periods, rest breaks, and termination pay. Those
15 uniform policies and practices are at the core of Plaintiffs' allegations that Defendant violated
16 the Labor Code and create questions of law and fact common to all Class Members. All Class
17 Members seek the same legal remedies under the same state laws. Common questions regarding
18 Defendant's AWS, overtime pay, meal periods, rest breaks, and termination pay policies and
19 practices are among the key issues that will determine Defendant's alleged liability to the
20 proposed settlement Class. Plaintiffs contend that common questions will predominate over any
21 individual questions that may arise. Under these circumstances, the requirements that common
22 questions of law and/or fact exist among the proposed Class members and will predominate over
23 individual questions are satisfied for purposes of certifying the proposed Class for settlement.

24 43. Plaintiff Harrington and Plaintiff Oldham, the proposed class representatives,
25 worked for Defendant in California during the Class Period. Plaintiff Harrington worked as a
26 mobile patrol employee and Plaintiff Oldham worked a stationary security guard. Plaintiffs were
27 subject to Defendant's uniform policies and practices regarding compensation for AWS,
28 overtime, meal periods and rest breaks, payment of wages at termination, and issuance of wage

1 statements. Thus, Plaintiff's claims and the Class Members' claims arise from the same course
2 of conduct.

3 44. Plaintiffs also have demonstrated that they will aggressively and competently
4 assert the interests of the Class Members. Plaintiffs have retained competent counsel
5 experienced in litigating class action claims in the wage and hour context, including those in
6 which collective bargaining agreements are at issue.

7 **Class Representative Service Awards/General Release Payments:**

8 45. It is appropriate to recognize the contribution of Plaintiff Harrington and Plaintiff
9 Oldham in prosecuting this litigation. I am of the opinion that it is fair and reasonable that
10 Plaintiff Harrington, the original plaintiff, receive a \$7,500 service award and general release
11 payment and that later added Plaintiff Oldham receive a \$2,500 service award and general
12 release payment. Plaintiffs are the proposed Class Representatives for the putative class
13 members and have actively and aggressively represented them throughout this litigation.
14 Plaintiffs were essential elements in the successful prosecution and ultimate settlement of this
15 case and were always available to provide their input on the litigation, gather evidence, and
16 provide other information that proved critical to the prosecution.

17 46. The proposed enhancements are fair given the respective amounts of time and
18 effort each Plaintiff spent on assisting in the prosecution of this case and the personal hardship
19 and pressure faced as a result of filing this lawsuit against his former employer. In addition,
20 Plaintiffs will provide a general release of their claims against Defendant, which is much broader
21 than the limited release that will apply to the Settlement Class Members. Plaintiffs are providing
22 a declaration outlining their efforts on behalf of the Class Members with the motion for fees and
23 costs.

24 **Attorneys' Fees and Costs:**

25 47. Class Counsel is seeking a fee award of \$159,194.56, which is 31% of the total
26 amount that Defendant is required to pay to fund the settlement, not including the amount that it
27 will pay for the employer's share of payroll taxes. The percentage sought is reasonable because
28 it is within the range for fee awards in similar common fund settlements and in light of the risks

1 Class Counsel undertook in accepting this case given its contingent nature, the quality of the
2 representation we provided to the Class, the results achieved, and the preclusion of other
3 employment, as discussed below.

4 48. Furthermore, the reasonableness of the percentage requested is confirmed by a
5 cross-check under the lodestar method, as the following information regarding Keller Grover's
6 hourly rates and time spent demonstrates.

7 49. Through January 27, 2023, attorneys at Keller Grover LLP spent a total of 248.50
8 hours litigating this case engaged in the litigation activities discussed above, along with other
9 necessary tasks required to litigate the putative class action listed below. I expect that attorneys
10 at Keller Grover will spend at least another 15 hours finalizing this motion, preparing for and
11 participating in Final Approval Hearing, speaking with Class Members and dealing with
12 settlement administration issues, both pre- and post-final approval. The necessary tasks in which
13 the attorneys in my firm have engaged while litigating this action include:

- 14 § Communicated with the Plaintiff Harrington before filing the action to
15 evaluate his concerns.
- 16 § Conducted pre-filing legal research and analysis.
- 17 § Drafted the original complaint, the First Amended Complaint and operative
18 Second Amended Complaint.
- 19 § Drafted Plaintiff's mediation information request.
- 20 § Analyzed the data produced by Defendant.
- 21 § Prepared damage calculations.
- 22 § Prepared for and attended an all-day mediation session.
- 23 § Drafted the MOU.
- 24 § Drafted the long-form settlement agreement.
- 25 § Drafted the preliminary approval motion.
- 26 § Engaged in additional investigation and informal discovery after the initial
27 preliminary approval order, including requesting that Defendant produce
28 the contact information, time records, and payroll records for a sample of
75 putative class members, reviewing Defendant's document production,

telephoning the putative class members, and interviewing 20 putative class members.

§ Analyzing data obtained from subsequent investigation to reassess settlement terms.

§ Drafted the Amended Stipulation.

§ Attended hearings for the motions mentioned above.

§ Handled all court filings.

§ Communicated with counsel for Defendant concerning all aspects of the litigation.

§ Worked extensively with the court-approved settlement administrator.

§ Communicated with Class Members.

§ Communicated with Plaintiffs throughout the litigation and settlement process.

50. The following chart summarizes the hours expended by Class Counsel at Keller Grover LLP in connection with this litigation through January 27, 2023:

NAME	POSITION	BAR ADMISSION	RATE	HOURS ²	BILLING
Eric A. Grover	Partner	1988	\$950	49.50	\$47,025.00
Elizabeth Acevedo	Sr. Associate	2003	\$675	172.50	\$116,437.50
Robert Spencer	Sr. Associate	2005	\$675	26.50	\$17,887.50

Total Lodestar:

\$181,350.00

51. The rates used to calculate our attorneys' fees in this case are our current 2022-23 rates. My partner and I periodically establish hourly rates for all billable personnel in my firm. We set the rates based on our regular and on-going monitoring of prevailing market rates in the San Francisco Bay Area for attorneys of comparable skill, experience, and qualifications. In doing so, we obtain information concerning market rates from other attorneys in the area who

² In an exercise of billing judgment, time entries have been rounded down and other time entries eliminated. Attorney time records are attached hereto as **Exs. 4, 5, and 6.**

1 perform comparable litigation, including the prosecution or defense of complex and/or class
2 action litigation, from conversations with attorneys who are involved in fee litigation, from
3 reviewing fee applications that are submitted in other cases (which report the billing rates of
4 attorneys practicing in other firms), and the orders approving or disapproving them. We set the
5 billing rates for our firm to be consistent with prevailing market rates in the private sector in the
6 Bay Area for attorneys of comparable skill, qualifications and experience, but not at the higher
7 or most aggressive end of the spectrum despite our belief that our work product and efficiency
8 and general quality of representation is at the upper end of that continuum.

9 52. My reasonable hourly rate for this matter is \$950 per hour. This rate is based on
10 my 30 years of experience and substantial involvement in class actions, including serving as lead
11 or co-lead counsel in scores of employment, consumer, and privacy class and representative
12 actions.

13 53. Elizabeth A. Acevedo, Esq. is a 2003 graduate of the University of Southern
14 California Gould School of Law and, throughout her career, has represented plaintiffs in
15 employment, consumer, privacy and securities class actions. Ms. Acevedo worked at Keller
16 Grover for approximately 12 years through 2019 and continued to work for the firm in an Of
17 Counsel capacity until she recently returned to the firm. Ms. Acevedo's current reasonable
18 hourly rate is \$675.

19 54. Robert W. Spencer, Esq. is a 2005 graduate of the Loyola Law School of Los
20 Angeles. Mr. Spencer has spent his entire career at Keller Grover LLP and specializes in
21 representing plaintiffs in consumer, privacy, and employment class and representative actions.
22 Mr. Spencer's current reasonable hourly rate is \$675.

23 55. Keller Grover's rates are in line with Bay Area attorney rates.

24 56. Recent Northern District case law describing hourly rates by comparable attorneys
25 in similar complex class actions supports that Plaintiff's Counsel's fee request is within the
26 range of the Bay Area market. *See e.g., Acosta v. Frito-Lay, Inc.* (N.D. Cal. May 14, 2018) No.
27 15-cv-02128-JSC, 2018 U.S. Dist. LEXIS 75998, at *37-39 (finding rates in wage and hour class
28 action between \$330 and \$890 to be reasonable); *Nitsch v. DreamWorks Animation SKG Inc.*

(N.D. Cal. June 5, 2017) No. 14-cv-04062-LHK, 2017 U.S. Dist. Lexis 86124, at *32-33 (finding rates of lead counsel between \$870 and \$1,200 per hour reasonable and rates between \$275 and \$750 for other counsel to be reasonable); *O'Bannon v. NCAA* (N.D. Cal. July 13, 2015) No. 09-cv-03329-CW (NC), 2015 U.S. Dist. LEXIS 91514, at * 14 (finding similar range of hourly rates in 2015 from \$985 to \$250 for class counsel experienced in complex class actions to be reasonable); *Williams v. SuperShuttle Int'l, Inc.* (N.D. Cal. Feb. 12, 2015) No. 12-CV-06493-WHO, 2015 U.S. Dist. LEXIS 19341, at *5 (finding similar range of hourly rates in 2015 from \$750 to \$325) for class counsel experienced in complex employment class actions to be reasonable).

57. The following cases looking at rates between six and nine years ago also support Class Counsel's rates: *Steinfeld v. Discover Fin. Servs.* (N.D. Cal. Mar. 31, 2014) No. C 12-01118 JSW, 2014 U.S. Dist. LEXIS 48540, at **4-5 (finding similar range of hourly rates (from \$725 to \$415) for class counsel experienced in complex consumer class actions to be reasonable and comparable to rates of attorneys doing similar work in the Bay Area community); *Vedachalam v. Tata Consulting Serv. Ltd.* (N.D. Cal. July 18, 2013) No. C 06-0963 CW, 2013 U.S. Dist. LEXIS 100796, at *8 (finding similar range of hourly rates (from \$725 to \$425) of class counsel experienced in complex employment and consumer class actions to be reasonable and comparable to rates charged by other attorneys in the field); *Bolton v. U.S. Nursing Corp.* (N.D. Cal. Oct. 18, 2013) No. C 12-4466 LB, 2013 U.S. Dist. LEXIS 150299, at *14-15 (approving similar range of hourly rates (from \$725 to \$395) in complex class action); *Greko v. Diesel U.S.A., Inc.* (N.D. Cal. Apr. 26, 2013) No. 10-CV-02576 NC, 2013 U.S. Dist. LEXIS 60114, at *35 (approving similar range of hourly rates (from \$700 to \$300) for attorneys experienced in employment class action field); *Wren v. RGIS Inventory Specialists* (N.D. Cal. April 01, 2011) 2011 U.S. Dist. LEXIS 38667, at **52-62 (approving similar range of hourly rates (from \$725 to \$250) in complex employment class action, citing the multiple declarations by counsel and other Bay Area plaintiffs' attorneys who affirmed the rates were at market).

58. Keller Grover's lodestar through January 27, 2023 is \$181,350.

59. Future work will incur approximately \$12,000. Including the anticipated future work, the requested attorneys' fees of \$159,194.56 represents a negative lodestar on the total anticipated final lodestar of \$193,350.

60. Contingent Nature of Case and Risk to Counsel: Class Counsel anticipates that this Court can appreciate that litigating a class action case against corporate defendants represented by excellent law firms is not appealing to many lawyers, particularly when the plaintiff's lawyers will have to finance the litigation. This case was taken on a contingency basis and is not a case undertaken lightly. The risk of advancing costs in this type of litigation can be quite a burden.

61. Even with my extensive experience litigating class action cases, prosecuting these cases still carries a considerable amount of risk. This case involved significant uncertainty and risk, both in not prevailing on the merits and in non-certification. Defendant disputes Plaintiffs' ability to certify a class, prove class-wide liability for any violations of California Labor Code, and obtain an award of damages for the class. The Parties therefore faced complicated legal issues concerning class certification and establishing class liability.

62. Quality of Representation and Results Achieved: The nature of class action work and the expertise of the attorneys in my firm also justify our hourly rates as well. I and the attorneys who worked on this case have expertise in representing consumers in similar employment-related class actions and have provided the Settlement Class with an exceptional quality of representation.

63. Because of that experience, we were able to resolve the action efficiently and fairly and obtain significant monetary benefits for the Settlement Class Members, as described above. The success achieved by the settlement supports Class Counsel's fee request.

64. Not a single Class Member has objected to the settlement or has chosen to opt out. The overwhelming rate of acceptance of the settlement by the Class Members supports Class Counsel's fee request.

65. Preclusion of Other Work: A practice like ours can only properly litigate a limited number of cases at one time. The requirements of this case were significant. Had we not

1 reached a settlement with Defendant, the demands of litigating this case would have required a
2 significant portion of our resources. Thus, we were precluded from taking other cases due to the
3 demands of this case.

4 66. Class Counsel is requesting a fee award that equals 32.84% of the total maximum
5 settlement value, not counting the employer's share of payroll taxes. This fee award is supported
6 by a lodestar review and applicable case law. My experience in class actions as well as my
7 review of fee awards in similar actions support my conclusion that the fee request is reasonable
8 and in line with the common practice in this type of case.

9 **Class Counsel's Costs:**

10 67. Keller Grover LLP's costs to date are \$11,005.44 and include mediation fees,
11 filing fees, courier charges, legal research fees, conference call charges, and mailing charges.
12 These costs were reasonably incurred in litigating this matter. Keller Grover LLP expects to
13 incur additional costs of approximately \$300 through the rest of the case for filing fees and
14 service costs. A true and correct copy of an itemized list of costs incurred by Keller Grover to
15 date in this action is attached hereto as **Exhibit 7**.

16 68. Class Counsel is requesting \$11,305.44 in costs, which is less than the maximum
17 amount of costs estimated in the Notice.

18 69. Thus, Class Counsel is seeking \$159,194.56 in attorneys' fees and \$11,305.44 in
19 costs, a total of \$170,500.

20 I declare under penalty of perjury under the laws of the State of California that the
21 foregoing is true and correct, and that this Declaration was executed on this 27th day of January
22 2023 at San Francisco, California.

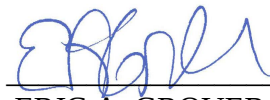
23
24 
25 ERIC A. GROVER
26
27
28

EXHIBIT 1

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Attorneys for Plaintiff
MICHAEL HARRINGTON

[Additional Counsel Listed on Signature Pages]

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

MICHAEL HARRINGTON and BRANDON
OLDHAM, on behalf of themselves, and all
others similarly situated, and all aggrieved
employees,

Plaintiff,

v.

CREATIVE SECURITY COMPANY, INC.;
and DOES 1 through 50, inclusive,

Defendants.

Case No: RG21095377

CLASS & REPRESENTATIVE ACTION

**AMENDED JOINT STIPULATION OF
CLASS ACTION AND PAGA
SETTLEMENT AND RELEASE OF
CLAIMS**

IT IS HEREBY STIPULATED, by and between Plaintiffs Michael Harrington and Brandon Oldham (“Plaintiffs”), on behalf of themselves and on behalf of the Settlement Class, and Defendant Creative Security Company, Inc. (“Defendant”), and subject to the approval by the Court, that the Action is hereby compromised and settled under the terms and conditions set forth in this Joint Stipulation of Class Action and PAGA Settlement and Release of Claims (the “Stipulation”) and that the Court shall enter judgment subject to the definitions, recitals, and terms set forth in this Stipulation.

I. DEFINITIONS

- A. “Action” shall mean the civil action entitled *Michael Harrington v. Creative Security Company, Inc.*, filed on April 9, 2021, in the Alameda County Superior Court, Case No. RG21095377.
- B. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action and PAGA Settlement and Release of Claims.
- C. “Aggrieved Employees” means all current and former hourly security guard and mobile patrol employees who worked for Defendant in California at any time during the PAGA Period. An individual Aggrieved Employee may also be a Class Members if he or she falls within the “Class Member” definition.
- D. “Aggrieved Employee Data” means information regarding Aggrieved Employees that Defendant will compile from its available, existing, electronic records and will provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include all of the following information: (i) each Aggrieved Employee’s full name; (ii) each Aggrieved Employee’s last-known address; (iii) each Aggrieved Employee’s Social Security and Employee ID numbers; and (iv) the number of pay periods worked by each Aggrieved Employee during the PAGA Period.
- E. “Class Counsel” means the attorneys of record for the Class Representatives and Class Members, *i.e.*, Eric A. Grover and Robert W. Spencer of Keller Grover LLP, 1965 Market Street, San Francisco, California 94103.

- 1 F. “Class Counsel Award” means an award of attorneys’ fees, expenses, and litigation
2 costs granted to Class Counsel and paid from the Maximum Settlement Amount in
3 recognition of their efforts and risks in prosecuting the Action.
- 4 G. “Class Data” means information regarding Class Members that Defendant will
5 compile from its available, existing electronic records and provide to the Settlement
6 Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall
7 include all of the following information: (i) each Class Member’s full name; (ii)
8 each Class Member’s last-known mailing address; (iii) each Class Member’s Social
9 Security and Employee ID numbers; (iv) the number of 5-day/40 hours weeks
10 worked by each Class Member during the Class Period; and (v) the number of 4-
11 day/40 hours weeks worked by each Class Member during the Class Period.
- 12 H. “Class Members” means all current and former hourly security guard and mobile
13 patrol employees who worked for Defendant in California during the Class Period.
- 14 I. “Class Period” shall mean the time period from and including April 9, 2017 through
15 January 6, 2022.
- 16 J. “Class Representative Incentive Awards/General Release Payments” means the
17 amount that the Court authorizes to be paid to Plaintiffs from the Maximum
18 Settlement Amount, in addition to his Individual Settlement Payment and his
19 Individual PAGA Payment, in recognition of his efforts and risks in assisting with
20 the prosecution of the Action.
- 21 K. “Class Representatives” means the named Plaintiffs, i.e., Michael Harrington and
22 Brandon Oldham
- 23 L. “Complaint” means the Second Amended Class and Representative Action
24 Complaint on file this action.
- 25 M. “Court” means the Alameda County Superior Court.
- 26 N. “Defendant” means Creative Security Company, Inc.
- 27 O. “Defense Counsel” means Rona P. Layton, Layton Law Firm, 111 N. Market Street,
28 #300, San Jose, California 95113.

- 1 P. “Effective Date” shall be the later of the following: (a) if no objections to the
2 settlement are submitted, or if any and all timely objections have been submitted
3 and then withdrawn, then the date the Court enters the Final Approval Order; or (b)
4 if one or more timely objections to the settlement have been submitted, 61 calendar
5 days after the Court enters the Final Approval Order; or (c) if any appeal, writ, or
6 other appellate proceeding opposing the Court’s Final Approval Order has been
7 filed, five court days after any appeal, writ, or other appellate proceedings opposing
8 the settlement have been finally and conclusively dismissed with no right to pursue
9 further remedies or relief.
- 10 Q. “Final Approval Order” means the Court’s order granting final approval of the
11 Settlement.
- 12 R. “Individual PAGA Payment” means the amount payable to each Aggrieved
13 Employee from the PAGA Payment. An individual who is entitled to both an
14 Individual Settlement Payment and an Individual PAGA Payment will receive one
15 check incorporating both amounts as part of each settlement distribution.
- 16 S. “Individual Settlement Payment” means the amount payable from the Net
17 Settlement Amount to each Settlement Class Member.
- 18 T. “LWDA” means the California Labor & Workforce Development Agency.
- 19 U. “LWDA Payment” means the 75% of the \$20,000 PAGA Payment (i.e., \$15,000)
20 that will be paid to the LWDA pursuant to PAGA.
- 21 V. “Maximum Settlement Amount” means \$510,000 plus the employer’s share of the
22 payroll taxes, which sum includes all payments contemplated by this Agreement,
23 including but not limited to the Individual Settlement Payments, the Individual
24 PAGA Payments, the LWDA Payment, the Class Representative Incentive
25 Awards/General Release Payments, the Class Counsel Award, and the Settlement
26 Administration Costs. This is a non-reversionary settlement. Except as provided
27 for in Paragraph III.L.2.a).(3), in no event shall Defendant be liable for more than
28

the Maximum Settlement Amount of \$510,000 plus the employer's share of the payroll taxes under this Agreement.

W. "Net Settlement Amount" means the Maximum Settlement Amount minus the sum of the Class Representative Incentive Awards/General Release Payments(\$10,000 total), the Class Counsel Award (estimated to be \$\$167,500), Class Counsel Costs and Expenses (estimated to be no more than \$12,000), the PAGA Payment (\$20,000), and the Settlement Administration Costs (estimated to be no more than \$12,000), resulting in a Net Settlement Amount of no less than \$300,500.

X. "Notice of Class and PAGA Action Settlement" means the notice substantially similar to the notice attached to this Stipulation as **Exhibit 1**, which will be mailed in an envelope containing language substantially similar to the exemplar envelope attached to this Stipulation as **Exhibit 2**.

Y. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*

Z. "PAGA Payment" means the \$20,000 portion of the Maximum Settlement Amount that is allocated to the settlement of claims for civil penalties under PAGA, 25% (\$5,000) of which will be paid to the Aggrieved Employees and 75% (\$15,000) of which will be paid to the LWDA.

AA. "PAGA Period" means the time period from and including March 12, 2020 through January 6, 2022.

BB. "PAGA Released Claims" means all allegations and claims for PAGA civil penalties based on any and all underlying Labor Code violations alleged in the Second Amended Complaint.

CC. "Parties" means Plaintiffs and Defendant, collectively, and "Party" shall mean either Plaintiffs or Defendant, individually.

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- 1 DD. "Payment Ratio – Aggrieved Employee" means the respective number of Qualified
2 Pay Periods for each Aggrieved Employee divided by the total number of Qualified
3 Pay Periods for all Aggrieved Employees.
- 4 EE. "Payment Ratio" means the respective number of Qualified Weeks for each
5 Settlement Class Member divided by the total number of Qualified Weeks for all
6 Settlement Class Members.
- 7 FF. "Plaintiffs" shall mean the named Plaintiffs, i.e., Michael Harrington and Brandon
8 Oldham.
- 9 GG. "Preliminary Approval Order" means an order granting preliminary approval of the
10 settlement.
- 11 HH. "Preliminary Approval Date" means the date on which the Court enters an order
12 granting preliminary approval of the settlement.
- 13 II. "Qualified Pay Periods" means and includes any and all pay periods (as reflected
14 in Defendant's records) during which one or more Aggrieved Employees
15 performed work for Defendant in California during the PAGA Period.
- 16 JJ. "Qualified Weeks" means and includes any and all weeks worked (as reflected in
17 Defendant's records of each Class Member's dates of employment and pay records)
18 during which one or more Class Members performed hourly work as a security
19 guard or mobile patrol employee for Defendant in California during the Class
20 Period. Depending on job assignments, Class Members worked either 5-day/40-
21 hour weeks or 4-day/40-hour weeks. For calculation purposes, one 5-day/40-hour
22 week shall be the equivalent of one "Qualified Week" and one 4-day/40-hour week
23 shall be the equivalent of 1.5 "Qualified Weeks." By way of example, 10 5-day/40-
24 hour weeks would be counted as 10 Qualified Weeks and 10 4-day/40-hour work
25 weeks would be counted as 15 Qualified Weeks.
- 26 KK. "Qualified Settlement Fund" or "QSF" means the qualified settlement fund that will
27 be set up by the Settlement Administrator and into which the Maximum Settlement
28 Amount shall be deposited and from which disbursements shall be made.

LL. “Released Claims” means and includes all claims against the Released Parties arising between April 9, 2017 and January 6, 2022, inclusive, under state, federal, or local law, whether statutory or common law, arising out of the claims expressly pleaded in the Second Amended Complaint on file in the Action (i.e., Labor Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 510, 511, 512, 1194, 1198, and 1199, and Business & Professions Code §§ 17200, *et seq.* claims based on alleged violations of these Labor Code provisions) and all other potential claims reasonably related to or arising out of the same set of facts plead in the Second Amended Complaint, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law. The Release Period for the Released Claims shall be the same as the Class Period, i.e., from April 9, 2017 through January 6, 2022, inclusive.

MM. “Released Parties” shall mean Defendant Creative Security Company, Inc. and all of Defendant’s parent companies, subsidiaries, divisions, concepts, related or affiliated companies, and its or their shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity that could be liable for any of the Released Claims.

NN. “Response Deadline” means the date 45 calendar days after the Settlement Administrator first mails the Notice of Class and PAGA Action Settlement to Class Members and is the last date on which Class Members may submit Requests for Exclusion or a Notice of Objection to the settlement. Only Class Members may submit Requests for Exclusion or Notices of Objection to the Settlement.

OO. “Settlement” means the disposition of the Action pursuant to this Agreement.

PP. “Settlement Administrator” means Phoenix Settlement Administrators.

QQ. “Settlement Class Members” means all Class Members who do not submit a valid Request for Exclusion. All Settlement Class Members will automatically receive an Individual Settlement Payment without the need to submit a claim form.

Settlement Class Members will release all of the Released Claims and be bound by all terms of the settlement and any final judgment entered in this Action.

II. RECITALS

- A. Class Certification. The Parties stipulate and agree to certification for purposes of this Settlement only. This Agreement is subject to approval by the Court and is made for the sole purpose of consummating settlement of the Action. Should the Settlement not become final and effective as provided herein, class certification shall immediately be set aside and the Settlement Class immediately decertified, subject to further proceedings on the motion of any party to certify or deny certification thereafter. The Parties' willingness to stipulate to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in or considered in connection with, the issue of whether a class should be certified in a non-settlement context in this Action and shall have no bearing on, and shall not be admissible or considered in connection with, the issue of whether a class should be certified in any other lawsuit.
- B. Settlement Negotiations. The Parties participated in a mediation with respected mediator Michael Loeb, Esq. on January 6, 2022. As part of the mediation process, the Parties exchanged the information necessary to engage in productive settlement negotiations. The mediated negotiations resulted in the settlement described in this Stipulation to resolve this Action in its entirety.
- C. Benefits of Settlement. Plaintiffs and Class Counsel recognize the expense and length of continued proceedings that would be necessary to litigate this dispute through trial and through any possible appeals. Plaintiffs also has taken into account the uncertainty and risks regarding the outcome of further litigation and the difficulties and delays inherent in any such litigation. Plaintiffs and Class Counsel also are aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendant's defenses thereto, and the difficulties in establishing damages and civil penalties for the Class

Members and Aggrieved Employees. Based on those factors, Plaintiffs and Class Counsel have determined that the terms set forth in this Agreement represent a fair, adequate, and reasonable settlement and are in the best interests of the Class Members, the LWDA, and the Aggrieved Employees.

D. Defendant's Reasons for Settlement. Defendant has concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of Defendant's time and resources have been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiffs, Class Members, and the Aggrieved Employees. In reaching its decision to enter into this Settlement, Defendant also has taken into account the risks of further litigation. Defendant denies each of the allegations and claims asserted against it in the Action. Despite continuing to contend that it is not liable for any of the claims that Plaintiffs have asserted, Defendant nonetheless has agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the claims asserted in the Action.

E. Class Members' Claims. The Class Representatives contend that their allegations have merit and give rise to liability on Defendant's part. This Agreement is a compromise of disputed claims. The monies being paid as part of the settlement are genuinely disputed and the Parties agree that the provisions of California Labor Code § 206.5 are not applicable to this settlement. Because there is a good faith dispute as to whether any wages are due, the release of claims does not violate California Labor Code § 206.5. Nothing contained in this Agreement, no documents referred to in this Agreement, and no action taken to carry out this Agreement may be construed or used as an admission by or against the Class Members or Class Counsel regarding the merits or lack of merit of the claims asserted.

F. Aggrieved Employees' Claims. Plaintiffs contend that the PAGA allegations have merit and give rise to liability on the part of Defendant. This Agreement is a

compromise of disputed claims. The monies being paid as part of the settlement are genuinely disputed and the Parties agree that the provisions of Labor Code § 206.5 are not applicable to this settlement. Nothing contained in this Agreement, no documents referred to in this Agreement, and no action taken to carry out this Agreement may be construed or used as an admission by or against the Aggrieved Employees or Class Counsel as to the merits or lack of merit of the claims asserted.

G. Defendant's Defenses. Defendant claims that the Released Claims and the PAGA Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. The monies being paid as part of the Settlement are genuinely disputed and the Parties agree that the provisions of California Labor Code § 206.5 are not applicable to this settlement. Because there is a good faith dispute as to whether any wages are due, the release of claims does not violate California Labor Code § 206.5. Nothing contained in this Agreement, no documents referred to in this Agreement, and no action taken to carry out this Agreement may be construed or used as an admission by or against Defendant as to the merits or lack of merit of the claims asserted.

III. TERMS OF AGREEMENT

A. Settlement Consideration to be paid by Defendant. Defendant shall pay the monetary sum specified in this Agreement, i.e., the Maximum Settlement Amount. Except as provided for in Paragraph III.L.2.a.(3), in no event shall Defendant be required to pay more than the Maximum Settlement Amount (including the employer's share of the payroll taxes).

B. Limited Release By All Settlement Class Members. As of the Effective Date, in exchange for the consideration set forth in this Agreement, Plaintiffs and the Settlement Class Members will release the Released Parties from the Released Claims for the Class Period. Plaintiffs and the Settlement Class Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims, causes of action

and legal theories of recovery in this Action which are the subject matter of the Released Claims. Nonetheless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Claims, and by virtue of this Agreement, Plaintiffs and Settlement Class Members shall be deemed to have, and, by operation of the final judgment approved by the Court shall have, fully, finally, and forever settled and released all of the Released Claims as defined in this Agreement.

C. General Release by Plaintiffs Only. In addition to the release in Section III.B, in exchange for the consideration set forth in this agreement, Plaintiffs make the additional following general release of all claims, known or unknown: Plaintiffs release Defendant and the Released Parties, from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, regulation, or ordinance arising out of, relating to, or in connection with Plaintiffs' employment with Defendant through the end of the Release Period as well as any and all acts or omissions by or on the part of Defendant through the end of the Release Period. (The release set forth in this Paragraph shall be referred to hereinafter as the "Plaintiffs' General Release.") With respect to the Plaintiffs' General Release, the Plaintiffs stipulate and agrees that, upon the Effective Date, Plaintiffs shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

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.

Cal. Civ. Code § 1542. Accordingly, if the facts relating in any manner to this Settlement are found hereafter to be other than or different from the facts now believed to be true, the release of claims contained in the Plaintiffs' General Release shall be effective as to all unknown claims.

D. PAGA Release: As of the Effective Date, Plaintiff Harrington, individually and as representative acting as a proxy or agent of the LWDA, a State of California Executive Branch Agency, in this Action, agrees to release the Released Parties of and from any and all claims for civil penalties, attorneys' fees, and litigation costs under the California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*, as alleged in the Second Amended Complaint for the PAGA Period, i.e., the "PAGA Released Claims." To avoid and prevent doubt, the Parties agree that this Agreement and the Final Approval Order to be entered by the Court following approval of this settlement forever bars Plaintiffs and the LWDA, directly or through any other proxy or agent, from any future prosecution of any of the PAGA Released Claims against any of the Released Parties.

E. Conditions Precedent: This settlement will become final and effective only upon the occurrence of all of the following events:

1. The Court enters a Preliminary Approval Order of the settlement;
2. The Court enters a Final Approval Order;
3. The Effective Date occurs; and
4. Defendant does not invoke its right to revoke the settlement as described in Paragraph III.Q herein.

F. Nullification of Settlement Agreement. In the event that the Court denies preliminary or final approval of this Agreement with prejudice, it fails to become effective, or it is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the claims as described herein:

1. This Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and
2. None of the Parties to this settlement will be deemed to have waived any claims, objections, defenses or arguments in the Action.

G. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for by this Agreement, and Plaintiffs, Settlement Class Members, Aggrieved Employees, and Defendant are not relying on any statement or representation by the Parties in this regard. Plaintiffs, Settlement Class Members understand and agree that they will be responsible for the payment of their respective portions of any taxes and penalties assessed on the Class Representative Incentive Awards/General Release Payments, Individual Settlement Payments, and Individual PAGA Payments described in this Stipulation and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of all such payments.

H. Circular 230 Disclaimer. Each Party to this Agreement acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has

imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

I. Preliminary Approval Motion. At the earliest practicable time, Plaintiffs shall file with the Court a Motion for Preliminary Approval and supporting papers, which shall include this Agreement. Plaintiffs shall provide a courtesy draft of these papers to Defense Counsel at least five court days before filing the documents.

J. Settlement Administrator. By accepting the role as Settlement Administrator, the Settlement Administrator is bound to all of the terms, conditions, and obligations described in this Settlement Agreement. Among these obligations, the Settlement Administrator shall have sole and exclusive responsibility for calculating Individual Settlement Payments and Individual PAGA Payments; processing and transmitting payments to the Class Representatives, Class Counsel, the LWDA, Settlement Class Members, and Aggrieved Employees; printing the Notice of Class and PAGA Action Settlement and mailing it to the Class Members and Aggrieved Employees as directed by the Court; receiving, processing, and reporting Requests for Exclusion and Notices of Objection; sending a postcard reminder to Settlement Class Members and Aggrieved Employees 30 days before the check void date; distributing tax forms; providing declaration(s) as necessary in support of preliminary and/or final approval of this Agreement; and such other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all of the Settlement Administrator's responsibilities. Defendant and Defense Counsel shall have no responsibility for validating or ensuring the accuracy of the Settlement Administrator's work. Plaintiffs, Class Counsel, Defendant, and Defense Counsel shall not bear any responsibility for errors or omissions in the calculation or distribution of Individual Settlement Payments,

Individual PAGA Payments or any other distribution of monies contemplated by this Agreement.

K. Notice Procedure.

1. Class Data and Aggrieved Employee Data. No later than 21 calendar days after the Preliminary Approval Date and only after Defendant receives sufficient and reasonable assurance that the Settlement Administrator will maintain the confidentiality of the Class Data and Aggrieved Employee Data, Defendant shall provide the Settlement Administrator with the Class Data and Aggrieved Employee Data for purposes of preparing and mailing the Notice of Class and PAGA Action Settlement to Class Members and Aggrieved Employees, as well as undertaking its other obligations. The Settlement Administrator shall be obligated to keep the Class Data and Aggrieved Employee Data confidential and shall take reasonable and necessary precautions to maintain the confidentiality of the data. The Settlement Administrator shall not distribute or use the Class Data, Aggrieved Employee Data or any information contained therein for any purpose other than to administer this settlement.

2. Notice of Class and PAGA Action Settlement.

a) The Notice of Class and PAGA Action Settlement shall be in a form substantially similar to the form attached to this Stipulation as **Exhibit 1**. The Notice of Class and PAGA Action Settlement shall instruct Class Members and Aggrieved Employees to keep the Settlement Administrator apprised of their current mailing addresses, to which the Settlement Payments will be mailed following the Effective Date. The Notice of Class and PAGA Action Settlement shall set forth the release to be given by Settlement Class Members in exchange for an Individual Settlement Payment.

b) The Notice of Class and PAGA Action Settlement shall be individualized by inclusion of each Class Member's number of Qualified Weeks and Qualified Pay Periods and the Settlement Administrator's calculation of each Class Member's estimated gross Individual Settlement Payment if that Class Member does not request exclusion from the Settlement and each Aggrieved Employee's estimated Individual PAGA Payment.

3. Notice By First Class U.S. Mail. Upon receipt of the Class Data and Aggrieved Employee Data, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. No later than 14 calendar days after receiving the Class and Aggrieved Employee Data from Defendant as provided in this Stipulation, the Settlement Administrator shall mail copies of the Notice of Class and PAGA Action Settlement to all Class Members and Aggrieved Employees via regular First Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member and Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member and Aggrieved Employee.

4. Undeliverable Notices. Any mailed Notice of Class and PAGA Action Settlement that is returned to the Settlement Administrator as not having been delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed to it. If no forwarding address is provided, the Settlement Administrator promptly shall attempt to determine a correct address by lawful use of skip-tracing and by other searches using the name, address, and Social Security number of the Class Member or Aggrieved Employee involved and, if another mailing address is identified by the

Settlement Administrator, then shall perform a re-mailing to that Class Member or Aggrieved Employee. In addition, if any Notices of Class and PAGA Action Settlement that are addressed to Class Members or Aggrieved Employees who are employed by Defendant at the time of mailing are returned to the Settlement Administrator as non-delivered and no forwarding address is provided, the Settlement Administrator shall so notify Defendant. Defendant then will request that the currently-employed Class Member or Aggrieved Employee provide a corrected address and will transmit to the Administrator any corrected address provided by the Class Member or Aggrieved Employee.

5. Disputes Regarding Qualified Weeks. A Class Member who disagrees with the number of Qualified Weeks stated on that Class Member's Notice of Class and PAGA Action Settlement will have the opportunity to provide documentation and/or an explanation to show a different number of weeks having been worked during the Class Period. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and the amount of any Individual Settlement Payment shall be binding upon the Settlement Class Member and the Parties.

6. Disputes Regarding Administration of Settlement. Any disputes not resolved by the Settlement Administrator concerning the administration of the settlement will be resolved by the Court under the laws of the State of California. Before any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

7. Requests for Exclusion.

- a) The Notice of Class and PAGA Action Settlement shall state that Class Members who wish to exclude themselves from the class action settlement must submit a written Request for Exclusion by the Response Deadline. The written Request for Exclusion must state that the Class Member wishes to exclude himself or herself from the class action settlement and (1) must contain the name, address, and the last four digits of the Social Security number or Employee ID number of the person requesting exclusion; (2) must be signed by the Class Member; (3) must be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified mailing address; and (4) must contain a typewritten or handwritten notice stating in substance: “I wish to opt out of the settlement of the class action lawsuit entitled *Harrington v. Creative Security Company, Inc.*”
- b) The Request for Exclusion will not be valid if it is not timely submitted and if it does not comply with the requirements set forth above in Paragraph III.I.7(a). The date of the postmark on the return mailing envelope for the Request for Exclusion shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted. If the Settlement is approved by the Court, Class Members who fail to submit a valid and timely written Request for Exclusion on or before the Response Deadline shall be Settlement Class Members who are bound by all terms of the settlement and any Final Approval Order entered in this Action.
- c) Any Class Member who requests to be excluded from the class action settlement will not be entitled to an Individual Settlement Payment and will not be bound by the terms of the class action

1 settlement or have any right to object, appeal or comment thereon.
2 Nothing in this settlement or Settlement Agreement will constitute
3 or be construed as a waiver of any defense that Defendant or the
4 Released Parties have or could assert against anyone who timely
5 serves a Request for Exclusion.

6 d) Aggrieved Employees cannot request to be excluded from the
7 settlement of the PAGA Released Claims. Class Members who are
8 Aggrieved Employees cannot request to be excluded from the
9 settlement of the PAGA Released Claims.

10 e) No later than five calendar days after the Response Deadline, the
11 Settlement Administrator shall provide counsel for the Parties with
12 a final list of the Class Members who have timely submitted written
13 Requests for Exclusion.

14 f) At no time shall any of the Parties or their counsel solicit or
15 otherwise encourage Class Members to submit Requests for
16 Exclusion from the settlement.

17 8. Objections.

18 a) The Notice of Class and PAGA Action Settlement shall state that
19 Class Members who wish to object to the settlement must mail to
20 Settlement Administrator, at the addresses provided in the Notice of
21 Class and PAGA Action Settlement, a typed or written statement of
22 objection (“Notice of Objection”) by the Response Deadline. The
23 postmark date of mailing shall be deemed to be the exclusive means
24 for determining whether a Notice of Objection was timely
25 submitted.

26 b) Class Members who submit a timely Notice of Objection will have
27 a right to appear at the final approval hearing in order to have their
28 objections heard by the Court. The Notice of Objection must be

signed by the Class Member and state (1) the case name and number; (2) the name of the Class Member; (3) the address of the Class Member; (4) the last four digits of the Class Member's Social Security number or Employee ID number; (4) the basis for the objection and any supporting documents; and (5) whether or not the Class Member intends to appear at the final approval hearing. Class Members who fail to make objections in the manner specified above may be deemed to have waived any objections and to be foreclosed from making any objections to the settlement, whether by appeal or otherwise. The failure to submit a written objection does not waive a Settlement Class Member's right to appear and orally object at the final approval hearing.

- c) At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to file or serve written objections to the settlement or to appeal from the Final Approval Order.
- d) Class Members who submit a written Request for Exclusion are not entitled to object to the settlement. In the event that a Class Member submits both a Request for Exclusion and a Notice of Objection, the Request for Exclusion will be valid and the Notice of Objection will be invalid.
- e) The Settlement Administrator shall send all objections to Class Counsel and Defense Counsel promptly. Class Counsel will be responsible for filing the Notices of Objection with the Court before the final approval hearing. Plaintiffs and/or Defendant may file oppositions to any properly-submitted Notices of Objection no later than 10 calendar days prior to the date of the final approval hearing.

f) Aggrieved Employees cannot object to the settlement of the PAGA Released Claims. Class Members who are Aggrieved Employees cannot object to the settlement of the PAGA Released Claims. Any such objections by Aggrieved Employees or by Class Members who are Aggrieved Employees shall be deemed invalid.

g) Defendant shall not be responsible for the fees, costs, or expenses incurred by Plaintiffs, Class Counsel, Class Members or Aggrieved Employees arising from or related to any objection to the Settlement Agreement or related to any appeals thereof.

L. Funding and Allocation of the Maximum Settlement Amount. This is a non-reversionary settlement in which Defendant is required to pay the entirety of the Maximum Settlement Amount (plus the employer's share of the payroll taxes). No amount of the Maximum Settlement Amount will revert to Defendant. Upon satisfaction of the preconditions described in this Settlement and pursuant to the timeline and instructions below, Defendant will deposit the Maximum Settlement Amount into a Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator.

1. Funding Due Date. Defendant will pay the \$510,00 Maximum Settlement Amount (plus the employer's share of all payroll taxes) in two payments. The first payment of \$340,000 (plus the employer's share of payroll taxes related to that payment) is due to the Settlement Administrator within 14 days of the Effective Date. The second payment of \$170,000 (plus the employer's share of payroll taxes related to that payment) is due to the Settlement Administrator within 365 days of the Effective Date.

2. Payments to Settlement Class Members and Aggrieved Employees.

a) Calculation of Individual Settlement Payments. Every Settlement Class Member is entitled to an Individual Settlement Payment without the need to submit a claim form. Individual Settlement

Payments shall be paid from the Net Settlement Amount and shall be paid under the formula set forth in this Stipulation.

(1) Using the Class Data, the Settlement Administrator will calculate the total number of Qualified Weeks for all Settlement Class Members. The number of Qualified Weeks for each Settlement Class Member then will be divided by the total number of Qualified Weeks for all Settlement Class Members. The result of that division will be the “Payment Ratio” for each Settlement Class Member. Each Settlement Class Member’s Payment Ratio then will be multiplied by the Net Settlement Amount to calculate that Settlement Class Member’s share of the Net Settlement Amount, except that no gross Individual Settlement Payment will be less than \$25. A share of the Net Settlement Amount will be provided only to those individuals who satisfy the definition of Settlement Class Members, *i.e.*, Class Members who do not submit a timely and valid Request for Exclusion.

(2) The Parties recognize and agree that the formula provided in this Stipulation for allocating the Net Settlement Amount to be paid to the Settlement Class Members is reasonable and designed to provide a fair settlement to the Settlement Class Members.

(3) Defendant represents that there are no more than 815 Settlement Class members who worked no more than 40,000 total weeks during the Class Period. If it is determined that more than 40,000 total weeks were worked by Settlement Class Members during the Class Period, Defendant agrees that it will increase its total payment above the Maximum

Settlement Amount by increasing the Net Settlement Amount only at the rate of \$10 per additional week worked beyond 44,000.

- b) Calculation of Individual PAGA Payments: Using the Aggrieved Employee Data, the Settlement Administrator will calculate the total number of Qualified Pay Periods for all Aggrieved Employees. The number of Qualified Pay Periods for each Aggrieved Employee then will be divided by the total number of Qualified Pay Periods for all Aggrieved Employees. The result of that division will be the Payment Ratio for each Aggrieved Employee. Each Aggrieved Employee's Payment Ratio then will be multiplied by the \$5,000 portion of the PAGA Payment that is allocated for distribution to the Aggrieved Employees to calculate each Aggrieved Employee's Individual PAGA Payment.
- c) Tax Allocation. For tax purposes, Individual Settlement Payments shall be allocated and treated as one-third wages and two-thirds statutory penalties and interest. For tax purposes, Individual PAGA Payments shall be allocated and treated as 100% statutory penalties. The Settlement Administrator will be responsible for issuing and mailing all required IRS Form W-2s and 1099s.
- d) Mailing. Individual Settlement Payments and Individual PAGA Payments will be paid two payments. The first payment, representing two-thirds of the amount of each Individual Settlement Payment and Individual PAGA Payment, shall be mailed by regular First Class U.S. Mail to Settlement Class Members' and Aggrieved Employees' last known mailing addresses no later than 28 calendar days after the Effective Date. The second payment, representing one-third of the amount of each Individual Settlement Payment and

Individual PAGA Payment, shall be mailed by regular First Class U.S. Mail to Settlement Class Members' and Aggrieved Employees' last known mailing addresses no later than 28 calendar days after the date of the second settlement payment by Defendant.

- e) Uncashed Checks. Any checks issued to Settlement Class Members shall remain valid and negotiable for 90 calendar days from the date of their issuance. Unless a Settlement Class Member contacts the Settlement Administrator for a re-issued check at least 10 days before Defendant makes the second deposit of settlement funds, the funds represented by any uncashed checks shall be included in the next check distribution such that any such Settlement Class Members' second settlement check will represent 100% of the Settlement Class Members' Individual Settlement Payment and Individual PAGA Payment. In the event any second Individual Settlement Payment and Individual PAGA Payment settlement checks have not been cashed by the check cashing deadline, upon Court approval, the Settlement Administrator shall tender to the Katherine and George Alexander Community Law Center at Santa Clara University (<https://law.scu.edu/kgacalc/>) the funds represented by any such uncashed checks.

3. Class Representative Incentive Awards/General Release Payments.

- a) Plaintiffs will each apply for a Class Representative Incentive Award/General Release Payment of up to \$7,500 for Plaintiff Harrington and up to \$2,500 for Plaintiff Brandon Oldham for their time, effort, and risk in bringing and prosecuting this Action. The Class Representative Incentive Awards/General Release Payments shall be in addition to Plaintiffs' Individual Settlement Payment and Individual PAGA Payment.

- b) The Settlement Administrator shall pay two-thirds of the Class Representative Incentive Awards/General Release Payments to Plaintiffs from the Maximum Settlement Amount no later than 28 calendar days after the Effective Date. The Settlement Administrator shall pay one-third of the Class Representative Incentive Awards/General Release Payments to Plaintiffs from the Maximum Settlement Amount no later than 28 calendar days after Defendant makes the second settlement payment. Any portion of the requested Class Representative Incentive Awards/General Release Payments that is not awarded to the Class Representatives shall become part of the Net Settlement Amount.
- c) The Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiffs for each of their Class Representative Incentive Awards/General Release Payments. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on the Class Representative Incentive Awards/General Release Payments and shall hold Defendant and the Released Parties harmless from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Incentive Awards/General Release Payments.
- d) If the Court reduces or does not approve the requested Class Representative Incentive Awards/General Release Payments, Plaintiffs shall not have the right to revoke this Settlement Agreement, and it will remain binding, nor will Plaintiffs seek, request, or demand an increase in the Maximum Settlement Amount on that basis.

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4. Class Counsel Award.

- a) In consideration for settling the Action and in exchange for the release of the Released Parties for all Released Claims, Class Counsel intends to apply for an award of attorneys' fees slightly less than one-third of the Maximum Settlement Amount (i.e., \$ \$167,500 of the \$510,000 Maximum Settlement Amount), plus actual costs and litigation expenses estimated not to exceed \$12,000.
- b) Class Counsel, Plaintiffs, Settlement Class Members, and the Aggrieved Employees will not apply to the Court for any payment of attorneys' fees and costs that are in addition to the foregoing. The Parties agree that, over and above the Court-approved Class Counsel Award, each of the Parties, including each Settlement Class Member and Aggrieved Employee, shall bear his, her or its own fees and costs, including, but not limited to, those related to the investigation, filing, prosecution, or settlement of the Action; the negotiation, execution, or implementation of this Agreement; and/or the process of obtaining, administering, or challenging a Preliminary Approval Order and/or Final Approval Order.
- c) Any portion of the requested Class Counsel Award that is not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement.
- d) The Settlement Administrator shall pay two-thirds of the Class Counsel Award to Class Counsel from the Maximum Settlement Amount no later than 28 calendar days after the Effective Date. The Settlement Administrator shall pay one-third of the Class Counsel Award to Class Counsel from the Maximum Settlement Amount no

later than 28 calendar days after Defendant makes the second settlement payment.

e) Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this Paragraph III.L.4. The Settlement Administrator shall issue an IRS Form 1099-MISC to Class Counsel for each payment made pursuant to this Paragraph.

f) In the event that the Court reduces or does not approve the requested Class Counsel Award, Plaintiffs and Class Counsel shall not have the right to modify or revoke the Settlement, and the Settlement will remain binding, nor will Plaintiffs or Class Counsel seek, request, or demand an increase in the Maximum Settlement Amount on that basis.

5. PAGA Payment. \$20,000 shall be allocated from the Maximum Settlement Amount for settlement and release of claims for civil penalties under PAGA, i.e., the “PAGA Payment.” The Settlement Administrator shall, in two separate payments, pay 75% of that \$20,000 payment, i.e., \$15,000, to the LWDA (the “LWDA Payment”) and the remaining 25% of that \$20,000 payment, i.e., \$5,000, to the Aggrieved Employees according to the formula described in Paragraph III.L.2.(b). The first payment, representing two-thirds of each amount, shall be made no later than 28 calendar days after the Effective Date. The second payment, representing one-third of each amount, shall be made no later than 28 calendar days after Defendant makes the second settlement payment. Class Counsel will take all action required by California Labor Code § 2699(l).

6. Settlement Administration Costs. The Settlement Administrator shall be paid from the Maximum Settlement Amount for the costs of administration of the Settlement. The Settlement Administrator has agreed to a fee not to

1 exceed \$12,000. The Settlement Administrator shall be paid \$8,000 for the
2 settlement administration costs no later than 28 calendar days after
3 Defendant provides funds to the Settlement Administrator for disbursement
4 under this Agreement. The Settlement Administrator shall be paid the
5 remaining \$4,000 for the settlement administration costs no later than 28
6 calendar days after Defendant makes the second settlement payment.

7 M. Mutual Full Cooperation. The Parties agree to cooperate fully with each other to
8 accomplish the terms of this Settlement Agreement, including but not limited to
9 executing the necessary documents and taking such other action as reasonably may
10 be necessary to implement the terms of this Settlement Agreement. As soon as
11 practicable after executing this Settlement Agreement, Class Counsel shall, with
12 the assistance and cooperation of Defendant and Defense Counsel, take all
13 necessary steps to secure the Court's Preliminary and Final Approval of this
14 Settlement Agreement. The Parties also agree to cooperate in the settlement
15 administration process. The Parties each represent they do not have any financial
16 interest in the Settlement Administrator or otherwise have a relationship with the
17 Settlement Administrator that could create a conflict of interest. Class Counsel also
18 will notify Defense Counsel if subpoenaed or upon receipt of any other request for
19 documents or information regarding any other action filed or potential action
20 against the Released Parties that covers or includes any Settlement Class Members
21 and the Released Claims or any Aggrieved Employees and the PAGA Released
22 Claims.

23 N. Preliminary Approval Hearing. Plaintiffs will request preliminary approval of the
24 settlement, entry of a Preliminary Approval Order for preliminary approval of the
25 proposed Agreement, and the setting of a date for a final-approval hearing. The
26 Preliminary Approval Order shall provide for the Notice of Class and PAGA Action
27 Settlement to be sent to all Class Members as specified in this Stipulation. In
28 conjunction with the preliminary approval hearing, Plaintiffs shall submit this

Agreement, which sets forth the terms of this settlement, and will include the proposed Notice of Class Action Settlement.

O. Motion for Approval of the Class Representative Incentive Awards/General Release Payments, the Class Counsel Award, and the Settlement Administration Costs. No later than 16 court days before the final approval hearing, Plaintiffs shall file with the Court a motion for approval of the Class Representative Incentive Awards/General Release Payments, the Class Counsel Award, and the Settlement Administration Costs. Plaintiffs shall provide a courtesy draft of those motion papers to Defense Counsel at least five court days before filing the documents.

P. Final Approval Motion. No later than 16 court days before the final approval hearing, Plaintiffs shall file with the Court a Motion for Final Approval, which motion shall request final approval of the settlement. Plaintiffs shall provide a courtesy draft of those motion papers to Defense Counsel at least five court days before filing the documents.

1. Declaration by Settlement Administrator. The Settlement Administrator shall submit a declaration in support of Plaintiffs' Motion for Final Approval of this Settlement. That declaration shall detail the number of Notices of Class and PAGA Action Settlement mailed and re-mailed to Class Members, the number of undeliverable Notices of Class Action Settlement, the number of timely Requests for Exclusion, the number of Notices of Objection received, the amount of the average Individual Settlement Payment, the average Individual PAGA Payment, the settlement administration costs, and any other information that the Parties mutually agree to include or that the Court orders the Settlement Administrator to provide.

2. Final Approval Order. The Parties shall present a proposed Final Approval Order to the Court, consistent with the terms and conditions of this Agreement, for the Court's approval and judgment thereon.

- 1 Q. Option to Revoke Settlement. Defendant has the unilateral right to revoke this
2 Agreement if, after the Response Deadline, the number of Class Members who have
3 submitted timely and valid written Requests for Exclusion equals at least 5% of all
4 Class Members. If Defendant exercises the option to terminate this Agreement, (a)
5 Defendant shall provide written notice to Class Counsel within 15 calendar days
6 after the Response Deadline, at which time this Agreement shall be void *ab initio*,
7 (b) Defendant shall pay all settlement administration costs incurred up through that
8 date and/or as a result of the termination, and (3) the Parties shall proceed in all
9 respects as if this Agreement had not been executed.
- 10 R. Interim Stay of Proceedings. Pending the final approval hearing to be conducted
11 by the Court, the Parties agree to stay all proceedings in the Action except such
12 proceedings as are necessary or desirable to implement and complete the
13 Settlement.
- 14 S. Nullification of Settlement Agreement. In the event that (i) the Court denies
15 preliminary approval with prejudice, (ii) the Court denies final approval with
16 prejudice, (iii) the Court does not enter a final judgment as provided in this
17 Stipulation, or (iv) the settlement does not become final for any other reason, this
18 Agreement shall be null and void and any order or judgment entered by the Court
19 in furtherance of this settlement shall be treated as void from the beginning. In such
20 a case, the Parties shall be returned to their respective statuses as of the date and
21 time immediately before the execution of this Agreement, and the Parties shall
22 proceed in all respects as if this Agreement had not been executed, except that any
23 costs already incurred by the Settlement Administrator shall be paid by equal
24 apportionment among the Parties, except as otherwise specified in Paragraph III.Q.
25 If an appeal is filed from the Court's final judgment, or any other appellate review
26 is sought, administration of the settlement shall be stayed pending final resolution
27 of the appeal or other appellate review. In that event, within 30 calendar days of
28 that notification, the Parties shall pay any costs by equal apportionment that were

incurred by the Settlement Administrator before it was notified of the filing of an appeal from the Court's final judgment or of any other appellate review.

T. No Effect on Employee Benefits. Amounts paid to Plaintiffs, Settlement Class Members, and Aggrieved Employees under this Agreement shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the Plaintiffs, the Settlement Class Members, and Aggrieved Employees.

U. Headings. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

V. Amendment or Modification. This Agreement may be amended or modified only by a written instrument that (1) is signed by counsel for all Parties or their successors-in-interest, (2) is signed by the Parties or their successors-in-interest, and (3) if the Court's approval is required, is as approved by the Court.

W. Entire Agreement. This Agreement and any attached Exhibits constitute the entire Agreement among these Parties. Apart from the representations, warranties and covenants contained and memorialized in this Agreement and its Exhibits, no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement or its Exhibits.

X. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by those Parties under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The person signing this Agreement on behalf of Defendant represents and warrants that he or she is authorized to sign this Agreement on behalf of Defendant. Plaintiffs represent and warrant that they are authorized to sign this Agreement and

that he has not assigned or transferred to any third-party or encumbered any claim, or part of a claim, demand, cause of action or any rights herein released and discharged or covered by this Agreement.

Y. Binding on Successors and Assigns. The provisions of this Settlement Agreement shall run in perpetuity. This Agreement shall be binding upon and inure to the benefit of the successors or assigns of the Parties to this Agreement, including the Settlement Class Members and the LWDA.

Z. California Law Governs. All terms of this Agreement and its Exhibits and any disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

AA. Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument, provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts.

BB. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement to be a fair, adequate and reasonable settlement of this Action and have arrived at this Agreement after extensive arm's-length negotiations, taking into account all relevant factors, present and potential. The Parties further agree that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his, her or its counsel participated in the drafting of this Settlement Agreement.

CC. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith. The Parties to this Agreement and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection with this Agreement.

DD. Invalidity of Any Provision. Before declaring any provision of this Agreement to be invalid, the Court first shall attempt to construe those provisions as valid to the fullest extent possible consistent with applicable precedents so as to hold all provisions of this Agreement valid and enforceable.

EE. Waiver of Certain Appeals. Provided that the Court does not materially modify the terms of this Agreement, the Parties (1) agree to waive all appeals from any orders of the Court before final approval of the settlement and (2) further agree to waive all appeals from the Court's final approval of the settlement.

FF. Confidentiality of Documents. After the expiration of any appeals period, Plaintiffs, the Settlement Administrator, and Class Counsel shall maintain the confidentiality of all settlement-related documents and other information obtained from the other Party in the Action, unless necessary for appeal or such documents are ordered to be disclosed by the Court or by a subpoena.

GG. No Admissions by the Parties. Plaintiffs has asserted and continues to assert that the Released Claims have merit and give rise to liability on Defendant's part. Defendant asserts that the Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement, no documents referred to in this Agreement and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendant or Plaintiffs or Class Counsel as to the merits or lack of merit of the claims asserted.

By signing below, the Parties indicate their approval of the form of this Settlement Agreement and its exhibits.

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

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1
2 IT IS SO AGREED:

3
4 DATED: OCT 7, 2022

CREATIVE SECURITY COMPANY, INC.

5
6 By: 
7 CHUCK WALL

8
9 DATED: _____

MICHAEL HARRINGTON

10
11 By: _____

12
13 DATED: _____

BRANDON OLDHAM

14
15 By: _____

16
17
18
19 APPROVED AS TO FORM:

20
21 DATED: _____

KELLER GROVER LLP

22
23 By: _____
24 ERIC A. GROVER
25 ROBERT W. SPENCER

26 Attorneys for Plaintiffs
27 MICHAEL HARRINGTON &
28 BRANDON OLDHAM

IT IS SO AGREED:

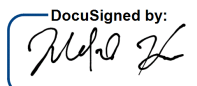
DATED: _____

CREATIVE SECURITY COMPANY, INC.

By: _____
CHUCK WALL

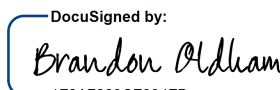
DATED: 10/3/2022

MICHAEL HARRINGTON

By: 
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DATED: 10/6/2022

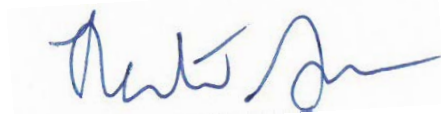
BRANDON OLDHAM

By: 
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APPROVED AS TO FORM:

DATED: 10/6/2022

KELLER GROVER LLP

By: 
ERIC A. GROVER
ROBERT W. SPENCER

Attorneys for Plaintiffs
MICHAEL HARRINGTON &
BRANDON OLDHAM

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DATED: 10-7-22

LAYTON LAW FIRM

By: 
RONA P. LAYTON

Attorneys for Defendant
CREATIVE SECURITY COMPANY, INC.

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF ALAMEDA
Harrington, et al. v. Creative Security Company, Inc.
Case No. RG21095377

NOTICE OF CLASS ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected whether you act or don't act.*

This class action settlement will affect your rights if you worked as an hourly security guard or mobile patrol employee for Creative Security Company, Inc. in California at any time during the period from and including April 9, 2017 through January 6, 2022.

- Former employees Michael Harrington and Brandon Oldham (“Class Representatives” or “Plaintiffs”) sued Creative Security Company, Inc. (“CSC” or “Defendant”) on behalf of themselves and certain current and former CSC security guards and mobile patrol employees in California and has alleged that Defendant violated the California Labor Code and the California Unfair Competition Law.
- The complaint also alleges that Plaintiff Harrington is entitled to recover civil penalties for himself and other aggrieved employees under the California Private Attorneys General Act of 2004 (“PAGA”).
- Plaintiffs and Defendant have entered a settlement agreement (“Settlement”) that settles the claims of the Class Representatives, the Class claims, and the PAGA claims. The Court has preliminarily approved the Settlement.
- If you worked for CSC as an hourly security guard or mobile patrol employee at any time during the period from and including April 9, 2017 through January 6, 2022, you may be considered a putative class member (“Class Member”). Because you qualify as a Class Member, you could receive money from the Settlement.
- If you worked for CSC as an hourly security guard or mobile patrol employee at any time during the period from and including March 12, 2020 through January 6, 2022, you may be considered an “Aggrieved Employee” under PAGA. If you qualify as an Aggrieved Employee, you will receive money from the Settlement of the PAGA claim. (In this Settlement, all Aggrieved Employees are also Class Members.)
- Your legal rights are affected whether you act or don't act. Read this Notice carefully.

WHAT ARE YOUR OPTIONS?

DO NOTHING	If you do nothing, you will receive a Settlement payment. In exchange for this payment, you will give up any rights to sue for the same class claims that were part of this Settlement.
EXCLUDE YOURSELF	Give up all benefits, including money, from the Class Settlement. Retain all rights you may have against CSC, as explained below.
OBJECT	Write to the Court about why you don't agree with the Class Settlement. The Court may or may not agree with your objection. If the Court approves the Class Settlement, you will receive a Class Settlement payment.

HOW MUCH CAN I GET FROM THE CLASS ACTION SETTLEMENT?	Based on CSC's records, your Individual Settlement Payment is estimated to be \$ _____. This is based on your total Qualified Weeks during the Class Period: _____.
HOW MUCH CAN I GET FROM THE PAGA SETTLEMENT?	Based on CSC's records, your Individual PAGA Payment is estimated to be \$ _____. This is based on your total Qualified Pay Periods during the PAGA Period: _____.

- Your rights and options – and the deadlines to exercise them – are explained in this Notice.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. If the Court approves the Settlement and after any appeals are resolved, payments will be made to (a) Settlement Class Members who do not opt out of the Class Settlement; and (b) all Aggrieved Employees.

WHY AM I RECEIVING THIS NOTICE?

CSC's records show that you worked for CSC as an hourly security guard or mobile patrol employee in California during the period from and including April 9, 2017 through January 6, 2022. You received this Notice because you have a right to know about a proposed settlement of a class action lawsuit and about your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, a Settlement Administrator appointed by the Court will make the payments that the Settlement allows.

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

WHAT IS THIS LAWSUIT ABOUT?

Plaintiffs Michael Harrington and Brandon Oldham filed a Second Amended Complaint on _____, 2022, on behalf of themselves and other hourly security guards and mobile patrol employees who worked for Defendant in California during the Class Period, April 9, 2017 through January 6, 2022, inclusive. The Second Amended Complaint alleges causes of action against Defendant on a class basis for: (1) unfair business practices; (2) failure to provide meal periods; (3) failure to provide rest breaks; (3) failure to pay all wages due; (4) failure to provide accurate wage statements; and (6) waiting time penalties. The complaint also alleges claims under the California Private Attorneys General Act of 2004 ("PAGA").

DO I HAVE AN ATTORNEY?

You do not need to hire your own attorney. You are already represented by Class Counsel (see below for their contact information). However, you may hire your own attorney at your own expense if you choose.

WHAT IS THE CASE STATUS?

CSC denies all of Plaintiff's allegations, or that it violated any law, and contends that at all times it complied with federal, state, and local laws. The settlement is not an admission by CSC of any wrongdoing or an indication that any law was violated.

Questions? Call <<CLAIM ADMIN PH NO>>

The Court did not decide in favor of Plaintiffs or Defendant. Nor has it decided whether this case could proceed as a class action.

Instead of going through class certification or to trial, after a thorough investigation into the facts of this lawsuit, both sides agreed to a settlement. The class claims were settled because Class Counsel and the Class Representatives believe that the terms of the Settlement, which include monetary benefits, are fair and reasonable in light of the strength and weaknesses of the claims and other factors.

WHO IS IN THE CLASS?

You are part of the Settlement if you are a member of the Class, which includes all individuals who worked for CSC as hourly security guards or mobile patrol employees in California during the period from and including April 9, 2017 through January 6, 2022.

WHAT ARE THE TERMS OF THE SETTLEMENT?

In exchange for the release of claims against it and final judgment on the lawsuit, Defendant will pay \$510,000 plus the employer's share of payroll taxes ("Maximum Settlement Amount"), which includes all payments contemplated by the Settlement, including all payments to Class Members, a service award to Plaintiffs, Class Counsel's attorneys' fees and costs, employee-side taxes, a payment to the California Labor and Workforce Development Agency ("LWDA") as part of the settlement of the PAGA claim, all payments to Aggrieved Employees, and settlement administration costs. The "Net Settlement Amount" is the amount remaining after deduction of Class Counsel's attorneys' fees and costs, the service awards to Plaintiffs, the PAGA Payment, and the settlement administration costs, all of which will be distributed to Class Members who do not opt out.

Subject to Court approval, the Maximum Settlement Amount will be allocated at follows:

- **Individual Settlement Payments:** Class Members who do not opt out are eligible to receive money from the Net Settlement Amount as an Individual Settlement Payment, which is calculated as described below. The Net Settlement Amount is estimated to be approximately \$300,500. Your estimated gross Individual Settlement Payment from the Net Settlement Amount is listed on the first page of this Notice.
- **Class Representative Service Awards:** Plaintiffs will request from the Court an award of \$7,500 for Plaintiff Harrington and \$2,500 for Plaintiff Oldham in recognition of their efforts and risks in assisting with the prosecution of the Action and in return for executing a General Release of claims against Defendant. This amount will be paid from the Maximum Settlement Amount, and any amount not awarded will revert to the Net Settlement Amount for distribution.
- **Class Counsel Award:** Class Counsel will request that the Court approve approximately 32.% of the Maximum Settlement Amount (\$167,500 of the \$510,000 settlement) as attorneys' fees for litigation and resolution of this Action and actual costs and expenses (estimated not to exceed \$12,000), as supported by declaration. This amount will be paid from the Maximum Settlement Amount, and any amount not awarded will revert to the Net Settlement Amount for distribution.

- Settlement Administration: The cost of settlement administration shall not exceed \$12,000, which pays for tasks such as mailing and tracking this Notice, tracking Requests for Exclusion and Notices of Objection, mailing checks and tax forms, and reporting to the parties and the Court.
- All checks issued to Class Members shall remain valid and negotiable for 90 calendar days after the date of their issuance. Any undeliverable or uncashed checks will then be voided and sent to the Katherine and George Alexander Community Law Center.
- The \$20,000 PAGA Payment is required by law to be split 75% to the LWDA and 25% to the Aggrieved Employees. Therefore, \$15,000 will be distributed to the LWDA and \$5,000 will be distributed to Aggrieved Employees. If you qualify as an Aggrieved Employee, your estimated Individual PAGA Payment is listed on the first page of this Notice.

WHAT CAN I RECEIVE FROM THE SETTLEMENT?

If you do not opt out of the Settlement, you will automatically receive your share of the Net Settlement Fund after the Court approves the Settlement. Your estimated share, that is your estimated gross Individual Settlement Payment, and your total Qualified Weeks from CSC's records used to calculate it, are listed on the first page of this Notice. One-third of the Individual Settlement Payment will be designated as wages for which an IRS Form W-2 will issue, and two-thirds will be designated as penalties and interest, for which an IRS Form 1099 may issue.

HOW IS MY PORTION OF THE CLASS SETTLEMENT CALCULATED?

Your Individual Settlement Payment is your pro rata share of the Net Settlement Amount based on your total Qualified Weeks, which is the total number of weeks that you worked as an hourly security guard or mobile patrol employee in California (based on CSC's records) during the Class Period (April 9, 2017 through January 6, 2022, inclusive). Your Qualified Weeks will be divided by the total number of Qualified Weeks for all Settlement Class Members, resulting in your Payment Ratio. The Payment Ratio then will be multiplied by the Net Settlement Amount to determine your gross Individual Settlement Payment, except that no gross Individual Settlement Payment will be less than \$25.

Depending on job assignments, Class Members worked either 5-day/40-hour weeks or 4-day/40-hour weeks. For calculation purposes, one 5-day/40-hour week shall be the equivalent of one "Qualified Week" and one 4-day/40-hour week shall be the equivalent of 1.5 "Qualified Weeks." By way of example, 10 5-day/40-hour weeks would be counted as 10 Qualified Weeks and 10 4-day/40-hour work weeks would be counted as 15 Qualified Weeks.

Your Individual Settlement Payment may vary from the estimated payment listed on this form if any Class Members opt out of the Settlement and depending upon the amounts that the Court approves for awards to Class Counsel, the Class Representatives, and the Settlement Administrator.

ONLY if you disagree with the Qualified Weeks stated on page one of this Notice, mail a letter to the Settlement Administrator explaining why you disagree. Be as specific as possible and include copies of any supporting documents, such as paystubs. The decision of the Settlement Administrator will be final. Disputes must be mailed to the address below and must be postmarked no later than **[insert same date as objection and opt-out deadline]**:

Questions? Call **<<CLAIM ADMIN PH NO>>**

Settlement Administrator

<<Address>>

Phone: (*) ***-******

WHAT WILL I RECEIVE FROM THE PAGA SETTLEMENT?

Class Members who qualify as Aggrieved Employees also will receive an Individual PAGA Payment. Your Individual PAGA Payment will be based on your pro rata share of the 25% of the PAGA Payment (\$5,000) based on your number of Qualified Pay Periods during the PAGA Period, which is March 12, 2020 through January 6, 2022, inclusive. Your total Qualified Pay Periods will be divided by the total Qualified Pay Periods for all Aggrieved Employees, resulting in your Payment Ratio. The Payment Ratio will then be multiplied by \$5,000 to determine your Individual PAGA Payment.

WHAT HAPPENS IF I DO NOTHING?

If you do nothing and the Court approves the Settlement at the Final Approval Hearing, you will be issued your Individual Settlement Payment and your Individual PAGA Payment (if you qualify as an Aggrieved Employee,) without any further action needed from you.

Please Note: The Individual Settlement Payments and Individual PAGA Payments will be paid two payments. The first payment, representing two-thirds of the amount of each Individual Settlement Payment and Individual PAGA Payment, will be mailed no later than 28 calendar days after the settlement Effective Date. The second payment, representing the remaining one-third of the amount of each Individual Settlement Payment and Individual PAGA Payment, will be mailed no later than 28 calendar days after the date of the second settlement payment by Defendant, which will happen approximately one year from the settlement Effective Date.

To ensure receipt of your settlement payments, you must notify the Settlement Administrator of any change in your name, mailing address and/or telephone number. **It is your responsibility to keep the Settlement Administrator informed of your updated information, and your settlement payments will be mailed to the last known address that the Settlement Administrator has on file for you.**

WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold the Final Approval Hearing on <<date>> in Department 23 of the California Superior Court for the County of Alameda, 1221 Oak Street, Oakland, California 94612, to decide whether to approve the Settlement. If the Court approves the Settlement, your first settlement payment will be mailed to you within approximately 28 days from the Effective Date of the Settlement.

Please be advised that the date of the final approval hearing may change without further notice to the class and/or the hearing may be conducted virtually. Class Members are therefore advised to check the Court's website (see instructions at end of this Notice) or contact Class Counsel or the Settlement Administrator to confirm that the date and location has not been changed.

Questions? Call <<CLAIM ADMIN PH NO>>

WHAT CLAIMS AM I GIVING UP IF I REMAIN PART OF THE SETTLEMENT?

Unless you exclude yourself, you will remain a Settlement Class Member, and you will be bound by the terms of the Settlement, including the Release of the Released Claims as described below. That means you will be unable to sue, or to continue to sue, or be part of any other lawsuit about the Released Claims. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

Released Claims

The "Released Claims" means and includes all claims against the Released Parties arising between April 9, 2017 and January 6, 2022, inclusive, under state, federal, or local law, whether statutory or common law, arising out of the claims expressly pleaded in the operative First Amended Complaint on file in the action (i.e., Labor Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 510, 511, 512, 1194, 1198, and 1199, and Business & Professions Code §§ 17200, *et seq.* claims based on alleged violations of these Labor Code provisions) and all other potential claims reasonably related to or arising out of the same set of facts plead in the First Amended Complaint, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law. The Release Period for the Released Claims is the same as the Class Period, i.e., from April 9, 2017 through January 6, 2022, inclusive.

The Release will extend to Defendant Creative Security Company, Inc. and all of Defendant's parent companies, subsidiaries, divisions, concepts, related or affiliated companies, and its or their shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity that could be liable for any of the Released Claims (i.e., the Released Parties").

WHAT CLAIMS ARE RELEASED BY THE SETTLEMENT OF PAGA CLAIMS?

If this Settlement is approved, then Plaintiff Harrington, individually and as representative acting as a proxy or agent of the LWDA, a State of California Executive Branch Agency, agrees to release the Released Parties of and from any and all allegations and claims for PAGA civil penalties based on any and all underlying Labor Code violations alleged in the operative First Amended Complaint or in Plaintiff's letter to the LWDA dated March 12, 2021.

WHAT SHOULD I DO IF I DO NOT WANT TO BE PART OF THE SETTLEMENT?

If you do not wish to participate in the Class Settlement, you may exclude yourself (generally called "opting out") by submitting a written Request for Exclusion to the Settlement Administrator. Your request to opt-out must (a) be in writing; (b) state your name, address, and the last four digits of your social security number or Employee ID number; and (c) include a typed or handwritten statement requesting exclusion from the Settlement Class and stating in substance: "I wish to opt out of the settlement of the class action lawsuit entitled *Harrington v. Creative Security Company, Inc.*"

You must personally sign the Request for Exclusion and may not have someone sign for you, nor may you submit a Request for Exclusion on behalf of a group or anyone else. Your Request for Exclusion must be signed and mailed via United States first class mail postmarked no later than <<Date>> [45 calendar days after initial mailing] to:

Settlement Administrator

<<Address>>

Phone: (*) ***-******

If you submit a timely Request for Exclusion, then upon its receipt you shall not be a member of the Settlement Class, you shall be barred from participating in any portion of the Settlement, you may not object to the Settlement.

If you submit a timely Request for Exclusion, you may then pursue, at your own expense, any claims you may have against CSC. If you do not submit a complete and timely written Request for Exclusion, you will be included in the Settlement Class, and be bound by the terms of the Settlement (including the Released Claims described above), whether or not you objected to the Settlement.

NOTE: Aggrieved Employees in a PAGA action may not opt-out of a PAGA settlement. Thus, in a settlement involving both class and PAGA claims, employees may only opt-out from participating in the class portion of the settlement. If you submit a timely Request for Exclusion and are an Aggrieved Employee, you will still receive an Individual PAGA Payment representing your portion of the PAGA Payment.

WHAT SHOULD I DO IF I WANT TO OBJECT TO THE SETTLEMENT?

Any Settlement Class Member who has not asked to be excluded from this Settlement may object to the Settlement. Keep in mind that objecting is not the same as requesting to be excluded. Submitting an objection will **not** exclude you from the Settlement Class. **If your objection is overruled, you will still be bound by the Settlement.**

If you wish to object to the Settlement, you may submit your written Notice of Objection to the Settlement Administrator stating the basis or reason(s) for your objection to the Settlement. You may object to any of the terms in the Settlement Agreement, including but not limited to the proposed Class Counsel Award, the Class Representative Service Awards, or the Settlement Administrator's payment. A written Notice of Objection must be signed by you and include: (1) the name and case number of this Action, (2) your full name and most current address, (3) the last four digits of the Settlement Class Member's Social Security number or Employee ID; (4) the basis for the objection; and (5) a statement of whether you intend to appear at the Final Approval Hearing. The failure to submit a written objection does not waive a Settlement Class Member's right to appear and orally object at the final approval hearing.

The written Notice of Objection must be mailed via United States first class mail postmarked no later than **<<Date>>** [45 calendar days after initial mailing] to:

Settlement Administrator

<<Address>>

Phone: (*) ***-******

If you have submitted a written objection, you may also appear at the Final Approval Hearing set for _____, 2022 in Department 23 of the California Superior Court for the County of Alameda, 1221 Oak Street, Oakland, California 94612, and discuss your objections with the Court and the Parties. The Final Approval Hearing may be held virtually or continued to another date without further notice.

Questions? Call **<<CLAIM ADMIN PH NO>>**

You have the right to retain your own attorney, at your own expense, to submit a Notice of Objection or appear on your behalf at the Final Approval Hearing.

If the Court approves the Settlement despite any objections, and you have not opted out of the Settlement, you will receive your Individual Settlement Payment and will be bound by the terms of the Settlement (including the Released Claims described above).

You cannot both object and opt-out. If you submit both a Request for Exclusion and a Notice of Objection, the Notice of Objection will be invalid, while the Request for Exclusion will be valid.

HOW DO I GET ADDITIONAL INFORMATION?

This Notice only summarizes the proposed Settlement and its terms. For more information, contact Class Counsel at the below address or phone number, by accessing the Court docket by visiting the office of the Clerk of the California Superior Court for the County of Alameda, 1221 Oak Street, Oakland, California 94612. You may also review documents online by accessing the Alameda County Superior Court's eCourt Public Portal website, at <https://eportal.alameda.courts.ca.gov/> and click on the "Searches" hyperlink. Then select "Case Number Search" and enter the case number "RG21095377." (Note: You will need to create a free user account.) Your browser will be directed to information regarding this case. You may view the Court's docket from here, including but not limited to documents filed with the Court (*see the* "Register of Actions" tab), ruling and orders, and other information.

If you have further questions regarding this case or Settlement, you may contact Class Counsel, whose contact information is provided below:

Eric A. Grover
eagrover@kellergrover.com
Robert W. Spencer
rspencer@kellergrover.com
KELLER GROVER LLP
1965 Market Street
San Francisco, California 94103
Telephone: (415) 543-1305
Facsimile: (415) 543-7861

In addition to contacting Class Counsel, you may contact the Settlement Administrator at (800) ____ .

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

EXHIBIT 2

Harrington v. Creative Security Company, Inc.
Settlement Administrator

[insert address]

[Insert Recipient's Address]

**THIS IS A LEGAL NOTICE REGARDING DEADLINES AFFECTING YOUR RIGHTS TO
MONEY FROM A CLASS ACTION SETTLEMENT. IT IS NOT AN ADVERTISEMENT OR A SOLICITATION.**

.

EXHIBIT 2

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

Michael Harrington
Plaintiff/Petitioner(s)
VS.
Creative Security Company, Inc.
Defendant/Respondent(s)

No. RG21095377
Date: 05/20/2022
Time: 9:44 AM
Dept: 23
Judge: Brad Seligman

ORDER re: Court Order

Plaintiff moved for preliminary approval of a class and PAGA settlement. At the hearing on this motion on 5/10/2022, the court expressed concern that there was insufficient information about the discovery and investigation of this matter and directed plaintiff to file a supplemental declaration regarding this, which was subsequently done. After reviewing this declaration and the motion, it is clear that, as plaintiff's counsel declared, the "main claim" relates to the alternate work week schedule which applied to mobile patrol guards. Assuming, arguendo that this claim involved primarily a legal issue, it appears that mobile guards were only a limited portion of the class (6069 shifts compared to 29,441 shifts for stationary guards.) As to the stationary guards, no sample was obtained and it is unclear what basis there was for settlement of such claims. Further, the named plaintiff was a mobile guard. It is questionable whether he was an adequate representative for stationary guards. Without further information, the court is unable to approve the proposed settlement. The court sets a CMC and further hearing on the motion to approve for 6/10/2022 at 9:30. Any supplemental papers and a joint CMC statement must be filed and emailed to the clerk no later than 5 court days before this hearing date.

Dated: 05/20/2022



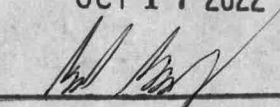
Brad Seligman / Judge

EXHIBIT 3

1 ERIC A. GROVER (SBN 136080)
2 eagrover@kellergrover.com
3 ROBERT W. SPENCER (SBN 238491)
4 rspencer@kellergrover.com
5 **KELLER GROVER LLP**
6 1965 Market Street
7 San Francisco, California 94103
8 Telephone: (415) 543-1305
9 Facsimile: (415) 543-7861
10
11 Attorneys for Plaintiff
12 MICHAEL HARRINGTON

FILED
ALAMEDA COUNTY

OCT 17 2022

By 

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

11 MICHAEL HARRINGTON on behalf of
12 himself, and all others similarly situated, and
13 all aggrieved employees,

14
15 Plaintiff,

16 v.

17 CREATIVE SECURITY COMPANY, INC.;
18 and DOES 1 through 50, inclusive,

19
20 Defendants.

Case No: RG21095377

CLASS & REPRESENTATIVE ACTION

*Assigned for All Purposes to the Honorable
Brad Seligman, Dept. 23*

**[PROPOSED] REVISED ORDER
GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: October 18, 2022

Time: 3:00 p.m.

Dept. 23

Complaint Filed: April 9, 2021

FAC Filed: May 18, 2021

SAC Filed: September 30, 2022

Reservation No: 972899859533

1 Plaintiffs Michael Harrington and Brandon Oldham (“Class Representatives” or
2 “Plaintiffs”) and Defendant Creative Security Company, Inc. (“Defendant”) have entered into a
3 “Amended Joint Stipulation of Class Action and PAGA Settlement and Release of Claims” (the
4 “Amended Stipulation”) which, if approved, would resolve this putative class action. Upon
5 review and consideration of the motion papers submitted by the parties, including the Stipulation
6 and all exhibits thereto, the Court determines and orders as follows:

7 1. The Court has jurisdiction over this matter and venue is proper.

8 2. This action is provisionally certified as a class action, for settlement purposes
9 only, pursuant to California Code of Civil Procedure Section 382 and California Rule of
10 Court rule 3.763. The Class is defined as follows: “All current and former hourly security guard
11 and mobile patrol employees who worked for Defendant in California during the period from
12 April 9, 2017 through January 6, 2022, inclusive.” The “Class Period” refers to the period from
13 April 9, 2017 through January 6, 2022, inclusive.

14 3. The Court finds that the term “Aggrieved Employees” means all current and
15 former hourly security guard and mobile patrol employees who worked for Defendant in
16 California at any time during the time period from and including March 12, 2020 through
17 January 6, 2022, referred to as the PAGA Period. All Class Members are Aggrieved Employees.

18 4. The Court preliminarily approves the proposed settlement as set forth in the
19 Stipulation as within the range of possible final approval.

20 5. The Court preliminarily appoints Eric A. Grover and Robert W. Spencer of Keller
21 Grover LLP as Class Counsel.

22 6. The Court preliminarily appoints Michael Harrington and Brandon Oldham as
23 Class Representatives for the Class.

24 7. The Court preliminarily finds, for purposes of this settlement only, that the Class
25 Representative and Class Counsel fairly and adequately represent and protect the interests of the
26 absent Class Members.

27 8. The Court approves and appoints Phoenix Settlement Administrators to serve as
28 the Settlement Administrator and directs Phoenix Settlement Administrators to carry out all

1 duties and responsibilities of the Settlement Administrator specified in the Stipulation.

2 9. Pursuant to California Rules of Court rule 3.769, the Court approves the manner
3 of class notice set forth in the Stipulation. The Court approves the form and content of the notice
4 form proposed by counsel, specifically the Notice of Class Action and PAGA Settlement
5 ("Notice"), which is attached to the Amended Stipulation as **Exhibit 1**. The Court finds that the
6 Notice constitutes the best notice practicable under the circumstances and is valid, due and
7 sufficient notice to the Class of the pendency of the action, preliminary certification of the Class,
8 the terms of the settlement, procedures to become a Settlement Class Member (as defined in the
9 Stipulation), procedures for objecting to the settlement, procedures to opt out of the settlement,
10 and the time and place of the Final Approval Hearing. The proposed manner of class notice
11 satisfies the requirements of due process, and complies with applicable law, including California
12 Code of Civil Procedure Section 382 and California Rules of Court rule 3.769.

13 10. No later than 21 calendar days after this Order is entered by the Court, according
14 to the terms set forth in the Stipulation, Defendant shall provide the Settlement Administrator
15 with all of the following information about each Class member in Excel format (the "Class Data
16 List"): (i) each Class Member's full name; (ii) each Class Member's last-known mailing address;
17 (iii) each Class Member's Social Security and Employee ID numbers; (iv) the number of 5-
18 day/40 hours weeks worked by each Class Member during the Class Period; (v) the number of 4-
19 day/40 hours weeks worked by each Class Member during the Class Period; and (vi) the number
20 of pay periods worked by each Aggrieved Employee during the PAGA Period.

21 11. No later than 14 calendar days after receiving the Class and Aggrieved Employee
22 Data from Defendant, the Settlement Administrator shall send Class Members and Aggrieved
23 Employees the Court-approved Notice by first-class mail to their last known addresses. The
24 Settlement Administrator will perform address updates and verifications as necessary prior to the
25 first mailing.

26 12. If any Notice is returned as undeliverable, the Settlement Administrator shall
27 perform skip-traces on returned mail and will re-mail the Notices to updated addresses (if any) as
28 soon as possible upon return of the undeliverable Notices.

13. Class Members who wish to receive a settlement payment are not required to submit a claim form.

14. Class Members will have the opportunity, should they disagree with the number of Qualified Weeks stated on their Notice of Class Action and PAGA Settlement to provide documentation and/or an explanation to show different numbers of breaks-in-service, calendar months and/or pay periods. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Settlement Class Member and the Parties.

15. Any Class Member who seeks exclusion from the Class must send a signed, written request to be excluded from the settlement ("Request for Exclusion") via mail that must be postmarked no later than 45 days after the date the Notice is first mailed by the Settlement Administrator (the "Response Deadline"), as described in the Stipulation section III.K.7. The postmark date on the Request for Exclusion envelope shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted. The Request for Exclusion (1) must contain the name, address, and the last four digits of the Social Security number or Employee ID number of the person requesting exclusion; (2) must be signed by the Class Member; (3) must be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified mailing address; and (4) must contain a typewritten or handwritten notice stating in substance: "I wish to opt out of the settlement of the class action lawsuit entitled *Harrington v. Creative Security Company, Inc.*"

16. Any Class Member who seeks to object to the settlement ^{may} must send a written statement of objection ("Notice of Objection"), which must be postmarked no later than 45 days after the date the Settlement Administrator first mails the Notice of Class Action Settlement to Class Members (the Response Deadline), as described in the Stipulation section III.K.8. In order for an objection to be complete, the Notice of Objection must be signed by the Class Member and state (1) the case name and number; (2) the name of the Class Member; (3) the address of the

1 Class Member; (4) the last four digits of the Class Member's Social Security number or
2 Employee ID number; (4) the basis for the objection and any supporting documents; and (5)
3 whether or not the Class Member intends to appear at the final approval hearing. ~~Class Members~~
4 ~~who fail to make objections in the manner specified above may be deemed to have waived any~~
5 ~~objections and to be foreclosed from making any objections to the settlement, whether by appeal~~
6 ~~or otherwise.~~ The failure to submit a written objection does not waive a Settlement Class
7 Member's right to appear and orally object at the final approval hearing.

8 17. Plaintiffs shall file their motion for final approval of the proposed class action and
9 PAGA settlement and motion applying for awards of attorneys' fees and costs, the Class
10 Representative Incentive Award/General Release Payment and settlement administration costs
11 no later than 10 court days prior to the date of the Final Approval Hearing.

12 18. The Final Approval Hearing shall be held on February 14, 2023 at 3:00 p.m. in
13 Department 23, Alameda County Superior Court, 1221 Oak Street, Oakland, California 94612, at
14 which the Court will determine whether the settlement should be finally approved as a fair,
15 reasonable, and adequate to the Class Members; whether the Final Approval Order and Judgment
16 should be entered; whether the PAGA settlement should be approved; whether Class Counsel's
17 application for attorneys' fees and expenses should be approved; whether any requests for a
18 Class Representative service award and general release payment should be approved; and
19 whether the request for the payment of administration costs should be approved.

20 19. The Court reserves the right to modify the date of the Final Approval Hearing and
21 related deadlines set forth herein. The Final Approval Hearing may be postponed, adjourned or
22 continued by Order of the Court without further notice to the Class.

23 20. Pending the final determination of whether the settlement should be approved, all
24 proceedings in the action, except as necessary to implement the settlement or comply with the
25 terms of the Stipulation or this Order, are hereby stayed.

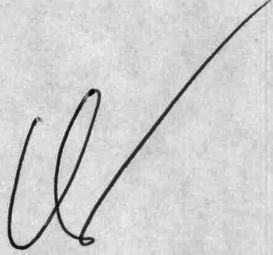
26 21. Should, for whatever reason, the settlement not become final, the fact that the
27 Parties were willing to stipulate to certification of the Class as part of the settlement shall have
28 no bearing on, nor be admissible in connection with, the issue of whether a class should be

1 certified in a non-settlement context.

2 22. In the event the settlement is not finally approved or is terminated, canceled or
3 fails to become effective for any reason, the Parties will be returned to their former positions, and
4 specifically the provisional certification will be of no effect.

5
6 **IT IS SO ORDERED.**

7
8
9 Dated: 10/13, 2022



HON. BRAD SELIGMAN
JUDGE OF THE SUPERIOR COURT

EXHIBIT 4

Selection Criteria	
Clie.Selection	Include: Creative Secur
Time.Selection	Include: E. Grover
Slip.Classification	Open

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
131296	TIME	E. Grover	0.80	950.00	760.00
2/26/2021		Review	0.00	T@1	
WIP		Creative Secur	0.00		
Review new case materials.			0.00		
131840	TIME	E. Grover	1.00	950.00	950.00
3/23/2021		Review	0.00	T@1	
WIP		Creative Secur	0.00		
Review and revise draft complaint.			0.00		
133137	TIME	E. Grover	1.20	950.00	1140.00
5/9/2021		Review	0.00	T@1	
WIP		Creative Secur	0.00		
Review letter from defense counsel re AWS and venue; research AWS issue; discuss with R. Spencer.			0.00		
133166	TIME	E. Grover	0.70	950.00	665.00
5/13/2021		Review	0.00	T@1	
WIP		Creative Secur	0.00		
Review and revise FAC .			0.00		
133275	TIME	E. Grover	0.20	950.00	190.00
5/24/2021		Review	0.00	T@1	
WIP		Creative Secur	0.00		
Review case management orders.			0.00		
134756	TIME	E. Grover	0.30	950.00	285.00
7/29/2021		Discuss	0.00	T@1	
WIP		Creative Secur	0.00		
Discuss mediation with R. Spencer.			0.00		
134795	TIME	E. Grover	0.10	950.00	95.00
8/6/2021		Review	0.00	T@1	
WIP		Creative Secur	0.00		
Review CMO.			0.00		

1/26/2023
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Keller Grover LLP
Slip Listing

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
135711	TIME	E. Grover	0.20	950.00	190.00
9/1/2021		E-mail	0.00	T@1	
WIP		Creative Secur	0.00		
Emails re mediation.			0.00		
135840	TIME	E. Grover	0.10	950.00	95.00
9/3/2021		E-mail	0.00	T@1	
WIP		Creative Secur	0.00		
Email re mediation.			0.00		
136027	TIME	E. Grover	0.90	950.00	855.00
9/18/2021		Review	0.00	T@1	
WIP		Creative Secur	0.00		
Review and revise mediation information request.			0.00		
136461	TIME	E. Grover	0.20	950.00	190.00
11/8/2021		E-mail	0.00	T@1	
WIP		Creative Secur	0.00		
Emails re mediation.			0.00		
136682	TIME	E. Grover	0.20	950.00	190.00
11/19/2021		E-mail	0.00	T@1	
WIP		Creative Secur	0.00		
Emails re mediation.			0.00		
137469	TIME	E. Grover	0.30	950.00	285.00
12/16/2021		Discuss	0.00	T@1	
WIP		Creative Secur	0.00		
Discuss mediation data with R. Spencer.			0.00		
137599	TIME	E. Grover	5.00	950.00	4750.00
12/29/2021		Review	0.00	T@1	
WIP		Creative Secur	0.00		
Review and revise mediation brief; legal research re several issues.			0.00		
137604	TIME	E. Grover	0.80	950.00	760.00
12/30/2021		Review	0.00	T@1	
WIP		Creative Secur	0.00		
Review and revise draft MOU.			0.00		
137733	TIME	E. Grover	1.00	950.00	950.00
1/5/2022		Preparation	0.00	T@1	
WIP		Creative Secur	0.00		
Mediation preparation.			0.00		

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Keller Grover LLP
Slip Listing

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
137739	TIME	E. Grover	8.00	950.00	7600.00
1/6/2022		Attend	0.00	T@1	
WIP		Creative Secur	0.00		
Attend mediation; post-mediation discussion with R. Spencer.			0.00		
137911	TIME	E. Grover	3.00	950.00	2850.00
1/12/2022		Draft	0.00	T@1	
WIP		Creative Secur	0.00		
Drafting settlement agreement.			0.00		
137922	TIME	E. Grover	2.00	950.00	1900.00
1/13/2022		Draft	0.00	T@1	
WIP		Creative Secur	0.00		
Complete draft settlement agreement and email to defense counsel; email several administrators re bids.			0.00		
137986	TIME	E. Grover	3.00	950.00	2850.00
1/25/2022		Review	0.00	T@1	
WIP		Creative Secur	0.00		
Review defense counsel's edits to settlement agreement and update agreement; draft class notice; send drafts to defense counsel for review.			0.00		
138014	TIME	E. Grover	0.50	950.00	475.00
1/27/2022		Phone Calls	0.00	T@1	
WIP		Creative Secur	0.00		
Pc/ defense counsel re settlement agreement and revise draft.			0.00		
138370	TIME	E. Grover	0.20	950.00	190.00
2/1/2022		E-mail	0.00	T@1	
WIP		Creative Secur	0.00		
Emails with E Acevedo re preliminary approval motion.			0.00		
138385	TIME	E. Grover	0.70	950.00	665.00
2/2/2022		Draft	0.00	T@1	
WIP		Creative Secur	0.00		
Update draft settlement agreement.			0.00		
138397	TIME	E. Grover	0.50	950.00	475.00
2/3/2022		E-mail	0.00	T@1	
WIP		Creative Secur	0.00		
Emails with defense counsel re settlement agreement.			0.00		

1/26/2023
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Keller Grover LLP
Slip Listing

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
139546	TIME	E. Grover	0.80	950.00	760.00
2/10/2022		E-mail	0.00	T@1	
WIP		Creative Secur	0.00		
Emails with defense counsel; finalize and circulate settlement agreement.			0.00		
140193	TIME	E. Grover	2.00	950.00	1900.00
3/7/2022		Review	0.00	T@1	
WIP		Creative Secur	0.00		
Complete review of draft preliminary approval motion papers and send drafts to defense counsel.			0.00		
140218	TIME	E. Grover	0.30	950.00	285.00
3/9/2022		E-mail	0.00	T@1	
WIP		Creative Secur	0.00		
Emails with defense counsel and E Acevedo re finalizing motion for preliminary approval.			0.00		
140565	TIME	E. Grover	0.30	950.00	285.00
5/9/2022		Review	0.00	T@1	
WIP		Creative Secur	0.00		
Review tentative and discuss same with R Spencer.			0.00		
140586	TIME	E. Grover	0.20	950.00	190.00
5/11/2022		Discuss	0.00	T@1	
WIP		Creative Secur	0.00		
Discuss supplemental filing with R Spencer.			0.00		
140604	TIME	E. Grover	0.50	950.00	475.00
5/15/2022		Review	0.00	T@1	
WIP		Creative Secur	0.00		
Review and revise draft supplemental declaration.			0.00		
140648	TIME	E. Grover	0.20	950.00	190.00
5/20/2022		Review	0.00	T@1	
WIP		Creative Secur	0.00		
Review order re preliminary approval and discuss with R Spencer.			0.00		
140674	TIME	E. Grover	0.50	950.00	475.00
5/25/2022		Prepare	0.00	T@1	
WIP		Creative Secur	0.00		
Prepare for conference call with defense counsel and discuss strategy with R Spencer.			0.00		
140690	TIME	E. Grover	0.30	950.00	285.00
5/26/2022		Phone Calls	0.00	T@1	
WIP		Creative Secur	0.00		

1/26/2023
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Keller Grover LLP
Slip Listing

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
Pc/ R Spencer and defense counsel re additional discovery re settlement.			0.00		
140984	TIME	E. Grover	0.50	950.00	475.00
5/30/2022		Review	0.00	T@1	
WIP		Creative Secur	0.00		
Review and revise draft supplemental data request.			0.00		
140705	TIME	E. Grover	0.10	950.00	95.00
5/31/2022		Review	0.00	T@1	
WIP		Creative Secur	0.00		
Review order re cmc.			0.00		
140714	TIME	E. Grover	0.10	950.00	95.00
6/1/2022		Review	0.00	T@1	
WIP		Creative Secur	0.00		
Review order continuing cmc.			0.00		
141415	TIME	E. Grover	0.20	950.00	190.00
7/12/2022		E-mail	0.00	T@1	
WIP		Creative Secur	0.00		
Email update re upcoming data production.			0.00		
142605	TIME	E. Grover	0.30	950.00	285.00
8/5/2022		Review	0.00	T@1	
WIP		Creative Secur	0.00		
Review email from defense counsel re data.			0.00		
142610	TIME	E. Grover	1.00	950.00	950.00
8/8/2022		Review	0.00	T@1	
WIP		Creative Secur	0.00		
Initial review of newly produced materials.			0.00		
142794	TIME	E. Grover	1.00	950.00	950.00
9/18/2022		Review	0.00	T@1	
WIP		Creative Secur	0.00		
Review and revise supplemental preliminary approval filing.			0.00		
142811	TIME	E. Grover	0.90	950.00	855.00
9/21/2022		Discuss	0.00	T@1	
WIP		Creative Secur	0.00		
Discuss revised motion with R Spencer; revise drafts.			0.00		

1/26/2023
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Keller Grover LLP
Slip Listing

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
143117	TIME	E. Grover	0.20	950.00	190.00
10/17/2022		Review	0.00	T@1	
WIP		Creative Secur	0.00		
Review tentative and discuss with R Spencer.			0.00		
143186	TIME	E. Grover	0.20	950.00	190.00
10/26/2022		E-mail	0.00	T@1	
WIP		Creative Secur	0.00		
Emails with administrator.			0.00		
143419	TIME	E. Grover	0.20	950.00	190.00
10/28/2022		Review	0.00	T@1	
WIP		Creative Secur	0.00		
Review email from administrator.			0.00		
143452	TIME	E. Grover	0.10	950.00	95.00
11/8/2022		E-mail	0.00	T@1	
WIP		Creative Secur	0.00		
Emails re status of data production.			0.00		
143451	TIME	E. Grover	0.10	950.00	95.00
11/9/2022		E-mail	0.00	T@1	
WIP		Creative Secur	0.00		
Emails re status of data.			0.00		
143450	TIME	E. Grover	0.10	950.00	95.00
11/10/2022		E-mail	0.00	T@1	
WIP		Creative Secur	0.00		
Emails re status of data.			0.00		
143449	TIME	E. Grover	0.10	950.00	95.00
11/15/2022		E-mail	0.00	T@1	
WIP		Creative Secur	0.00		
Emails re data and class mailing .			0.00		
143448	TIME	E. Grover	0.50	950.00	475.00
11/21/2022		E-mail	0.00	T@1	
WIP		Creative Secur	0.00		
Emails re admin issues; review admin spreadsheets.			0.00		
143445	TIME	E. Grover	0.10	950.00	95.00
12/2/2022		Review	0.00	T@1	
WIP		Creative Secur	0.00		
Review weekly report.			0.00		

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
143441	TIME	E. Grover	0.10	950.00	95.00
12/12/2022		Review	0.00	T@1	
WIP		Creative Secur	0.00		
Review weekly report.			0.00		
143439	TIME	E. Grover	0.10	950.00	95.00
12/16/2022		Review	0.00	T@1	
WIP		Creative Secur	0.00		
Review weekly report.			0.00		
143588	TIME	E. Grover	0.10	950.00	95.00
12/26/2022		Review	0.00	T@1	
WIP		Creative Secur	0.00		
Review weekly report.			0.00		
143587	TIME	E. Grover	0.10	950.00	95.00
12/30/2022		Review	0.00	T@1	
WIP		Creative Secur	0.00		
Review weekly report.			0.00		
143584	TIME	E. Grover	0.20	950.00	190.00
1/6/2023		Review	0.00	T@1	
WIP		Creative Secur	0.00		
Review weekly report; email administrator.			0.00		
143623	TIME	E. Grover	0.20	950.00	190.00
1/9/2023		E-mail	0.00	T@1	
WIP		Creative Secur	0.00		
Emails with administrator.			0.00		
143841	TIME	E. Grover	3.00	950.00	2850.00
1/25/2023		Revise	0.00	T@1	
WIP		Creative Secur	0.00		
Revise Phoenix final approval declaration; work on final approval motion.			0.00		
143843	TIME	E. Grover	2.50	950.00	2375.00
1/25/2023		Review	0.00	T@1	
WIP		Creative Secur	0.00		
Continued work on final approval motion papers; multiple emails with E Acevedo, R Spencer, defense counsel, and administrator re same.			0.00		
143844	TIME	E. Grover	1.50	950.00	1425.00
1/27/2023		Review	0.00	T@1	
WIP		Creative Secur	0.00		
Review and revision of updated final approval papers and emails re same.			0.00		

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Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
Grand Total				
	Billable	49.50		47025.00
	Unbillable	0.00		0.00
	Total	49.50		47025.00

EXHIBIT 5

Selection Criteria	
Clie.Selection	Include: Creative Secur
Time.Selection	Include: E. Acevedo
Slip.Classification	Open

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
137830	TIME	E. Acevedo	5.90	675.00	3982.50
2/1/2022		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Draft motion for preliminary approval of class and PAGA settlement and accompanying documents.			0.00		
137831	TIME	E. Acevedo	3.00	675.00	2025.00
2/2/2022		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Draft motion for preliminary approval of class and PAGA settlement and accompanying documents.			0.00		
138586	TIME	E. Acevedo	1.70	675.00	1147.50
3/7/2022		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Revise preliminary approval motion and accompanying documents.			0.00		
138587	TIME	E. Acevedo	0.40	675.00	270.00
3/9/2022		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Revise preliminary approval motion and accompanying documents.			0.00		
138588	TIME	E. Acevedo	0.60	675.00	405.00
3/10/2022		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Revise preliminary approval motion and accompanying documents.			0.00		
143576	TIME	E. Acevedo	7.60	675.00	5130.00
1/4/2023		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Draft motion for final approval of class and PAGA settlement and motion for attorneys' fees and costs.			0.00		

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
143577	TIME	E. Acevedo	2.80	675.00	1890.00
1/5/2023		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Draft motion for final approval of class and PAGA settlement and motion for attorneys' fees and costs.			0.00		
143839	TIME	E. Acevedo	3.50	675.00	2362.50
1/26/2023		Revise	0.00	T@1	
WIP		Creative Secur	0.00		
Revise motion for final approval, motion for attorneys' fees and costs and accompanying documents.			0.00		
143840	TIME	E. Acevedo	1.00	675.00	675.00
1/27/2023		Revise	0.00	T@1	
WIP		Creative Secur	0.00		
Revise motion for final approval, motion for attorneys' fees and costs and accompanying documents.			0.00		
Grand Total					
		Billable	26.50		17887.50
		Unbillable	0.00		0.00
		Total	26.50		17887.50

EXHIBIT 6

Selection Criteria	
Clie.Selection	Include: Creative Secur
Time.Selection	Include: R. Spencer
Slip.Classification	Open

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
131400	TIME	R. Spencer	3.50	675.00	2362.50
3/9/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Draft PAGA letter; research new security guard rest break rules.			0.00		
131416	TIME	R. Spencer	0.40	675.00	270.00
3/10/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Telephone call with Plaintiff Harrington.			0.00		
131488	TIME	R. Spencer	0.40	675.00	270.00
3/11/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Telephone call with Plaintiff Harrington; edit PAGA letter; send updated letter to E. Grover for review.			0.00		
131498	TIME	R. Spencer	0.50	675.00	337.50
3/12/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Finalize and upload PAGA letter.			0.00		
131515	TIME	R. Spencer	2.80	675.00	1890.00
3/15/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Draft complaint; send to E. Grover for review.			0.00		
132377	TIME	R. Spencer	0.20	675.00	135.00
4/28/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Telephone call with opposing counsel.			0.00		
132378	TIME	R. Spencer	0.10	675.00	67.50
4/28/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
E-mail E. Grover regarding telephone call with opposing counsel.			0.00		

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
132500	TIME	R. Spencer	1.40	675.00	945.00
5/10/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Review meet and confer letter from opposing counsel; review alternative work schedule election rules; discuss with E. Grover; set up conference call with opposing counsel.			0.00		
132539	TIME	R. Spencer	0.50	675.00	337.50
5/12/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Prepare and participate in telephone call with opposing counsel.			0.00		
132559	TIME	R. Spencer	2.50	675.00	1687.50
5/12/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Draft First Amended Complaint.			0.00		
132567	TIME	R. Spencer	2.80	675.00	1890.00
5/13/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Edit draft of First Amended Complaint and add in causes of action; send draft to E. Grover for review.			0.00		
132568	TIME	R. Spencer	0.40	675.00	270.00
5/13/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Recieve E. Grover's edits to First Amended Complaint and finalize.			0.00		
132603	TIME	R. Spencer	1.20	675.00	810.00
5/18/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Finalize and serve First Amended Complaint			0.00		
133547	TIME	R. Spencer	1.40	675.00	945.00
6/15/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Draft request to continue initial case management conference.			0.00		
133585	TIME	R. Spencer	0.20	675.00	135.00
6/16/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Review defendant's answer.			0.00		

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
134449	TIME	R. Spencer	0.10	675.00	67.50
7/27/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
E-mails with opposing counsel.			0.00		
134555	TIME	R. Spencer	1.40	675.00	945.00
7/29/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Draft case management statement; send to opposing counsel for review; receive and review opposing counsel's changes; prepare for filing.			0.00		
134556	TIME	R. Spencer	0.30	675.00	202.50
7/29/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
E-mail opposing counsel regarding protective order.			0.00		
134557	TIME	R. Spencer	0.20	675.00	135.00
7/29/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
E-mail opposing counsel list of mediators.			0.00		
134562	TIME	R. Spencer	0.40	675.00	270.00
7/29/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Draft discovery.			0.00		
134569	TIME	R. Spencer	0.30	675.00	202.50
7/30/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Respond to questions from Plaintiff Harrington.			0.00		
134995	TIME	R. Spencer	0.10	675.00	67.50
8/27/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
E-mail opposing counsel.			0.00		
135579	TIME	R. Spencer	4.20	675.00	2835.00
9/15/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Draft mediation information request, e-mail to E. Grover for review.			0.00		
135602	TIME	R. Spencer	0.10	675.00	67.50
9/17/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Respond to telephone call from E. Gaines with potential client with similar issues.			0.00		

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
135612	TIME	R. Spencer	0.70	675.00	472.50
9/20/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Finalize and send mediation information request to opposing counsel.			0.00		
135680	TIME	R. Spencer	0.10	675.00	67.50
9/27/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Respond to e-mail from putative class member.			0.00		
135828	TIME	R. Spencer	1.00	675.00	675.00
10/12/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Review documents from putative class member.			0.00		
135973	TIME	R. Spencer	0.50	675.00	337.50
10/19/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Draft stipulation to continue case management conference; e-mail to opposing counsel.			0.00		
136073	TIME	R. Spencer	7.00	675.00	4725.00
10/21/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Draft mediation brief.			0.00		
136077	TIME	R. Spencer	0.20	675.00	135.00
10/21/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
File stipulation to continue case management conference.			0.00		
136126	TIME	R. Spencer	0.20	675.00	135.00
10/26/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
E-mail opposing counsel regarding docket showing that the case management conference was continued.			0.00		
136655	TIME	R. Spencer	0.10	675.00	67.50
11/30/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
E-mail opposing counsel regarding mediation information request.			0.00		

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
136781	TIME	R. Spencer	0.20	675.00	135.00
12/7/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Telephone call with Plaintiff Harrington.			0.00		
136835	TIME	R. Spencer	0.70	675.00	472.50
12/13/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Review case file; participate in pre-mediation telephone call with mediator.			0.00		
136845	TIME	R. Spencer	0.10	675.00	67.50
12/13/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
E-mail opposing counsel regarding mediation questions.			0.00		
136857	TIME	R. Spencer	0.10	675.00	67.50
12/14/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Respond to e-mail from opposing counsel.			0.00		
136864	TIME	R. Spencer	0.30	675.00	202.50
12/15/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Prepare for and participate in call with opposing counsel.			0.00		
136894	TIME	R. Spencer	3.50	675.00	2362.50
12/16/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Review data and documents produced by Defendant; work with excel spreadsheet to get data.			0.00		
136897	TIME	R. Spencer	0.20	675.00	135.00
12/16/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Telephone call with opposing counsel.			0.00		
136916	TIME	R. Spencer	2.50	675.00	1687.50
12/17/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Work on damage spreadsheet issues.			0.00		

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
136953	TIME	R. Spencer	7.00	675.00	4725.00
12/21/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Draf mediation brief.			0.00		
136988	TIME	R. Spencer	8.00	675.00	5400.00
12/29/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Work to isolate workweeks from spreadsheet provided by Defendant.			0.00		
136989	TIME	R. Spencer	3.00	675.00	2025.00
12/30/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Finalize mediation brief.			0.00		
136991	TIME	R. Spencer	0.40	675.00	270.00
12/30/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Review E. Grover draft of MOU.			0.00		
136993	TIME	R. Spencer	4.00	675.00	2700.00
12/30/2021		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Work on damage calculation.			0.00		
137024	TIME	R. Spencer	1.00	675.00	675.00
1/4/2022		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Update damage calculation; e-mail to E. Grover.			0.00		
137233	TIME	R. Spencer	3.00	675.00	2025.00
1/5/2022		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Update damage calculation in response to questions from E. Grover; isolate mobile patrol officers.			0.00		
137235	TIME	R. Spencer	1.40	675.00	945.00
1/5/2022		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Prepare for mediation.			0.00		
137236	TIME	R. Spencer	8.00	675.00	5400.00
1/6/2022		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Participate in mediation.			0.00		

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
137239	TIME	R. Spencer	0.20	675.00	135.00
1/7/2022		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Receive signed MOU from Plaintiff Harrington; forward to opposing counsel and mediator.			0.00		
137626	TIME	R. Spencer	0.90	675.00	607.50
2/1/2022		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Draft joint case management statement; send to opposing counsel for review; receive signature and file same.			0.00		
138309	TIME	R. Spencer	0.20	675.00	135.00
3/10/2022		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Review Spencer declaration in support of preliminary approval.			0.00		
138358	TIME	R. Spencer	0.20	675.00	135.00
3/10/2022		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Telephone call with Plaintiff Harrington.			0.00		
138400	TIME	R. Spencer	1.50	675.00	1012.50
3/11/2022		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Review and edit preliminary approval motion.			0.00		
138401	TIME	R. Spencer	0.30	675.00	202.50
3/11/2022		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Upload preliminary approval motion to LWDA.			0.00		
138442	TIME	R. Spencer	0.50	675.00	337.50
3/15/2022		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Draft stipulation to continue case management conference; send to opposing counsel; receive signature.			0.00		
138640	TIME	R. Spencer	0.20	675.00	135.00
3/21/2022		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Check docket for tentative ruling continuing case management conference; e-mail to opposing counsel.			0.00		

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
138695	TIME	R. Spencer	0.20	675.00	135.00
3/25/2022		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Respond to e-mail from Plaintiff Harrington.			0.00		
138698	TIME	R. Spencer	0.50	675.00	337.50
3/25/2022		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Research issues to respond to questions from Plaintiff Harrington.			0.00		
139599	TIME	R. Spencer	2.50	675.00	1687.50
5/10/2022		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Prepare for preliminary approval hearing.			0.00		
139600	TIME	R. Spencer	1.00	675.00	675.00
5/10/2022		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Attend preliminary approval hearing.			0.00		
139602	TIME	R. Spencer	1.00	675.00	675.00
5/11/2022		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Draft supplemental declaration in support of preliminary approval.			0.00		
139811	TIME	R. Spencer	0.80	675.00	540.00
5/16/2022		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Review E. Grover's edits to Spencer Supplemental Declaration in support of Preliminary Approval; edit further; send to E. Grover for review.			0.00		
139819	TIME	R. Spencer	0.30	675.00	202.50
5/16/2022		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Additional edits to supplemental declaration in support of preliminary approval; e-mail to opposing counsel for review.			0.00		
139824	TIME	R. Spencer	0.10	675.00	67.50
5/17/2022		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Respond to e-mail from opposing counsel.			0.00		

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
140004	TIME	R. Spencer	0.20	675.00	135.00
5/25/2022		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Telephone call with Plaintiff Harrington regarding preliminary approval denial.			0.00		
140014	TIME	R. Spencer	0.90	675.00	607.50
5/27/2022		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Draft stipulation to continue case management conference and preliminary approval hearing; send to opposing counsel for review; receive signature and file.			0.00		
140015	TIME	R. Spencer	0.70	675.00	472.50
5/27/2022		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Draft supplemental information request; send to E. Grover for review.			0.00		
140020	TIME	R. Spencer	0.40	675.00	270.00
5/31/2022		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Review E. Grover's edits to supplemental information request; finalize and send to opposing counsel.			0.00		
140107	TIME	R. Spencer	0.30	675.00	202.50
6/6/2022		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Respond to e-mail from opposing counsel.			0.00		
141061	TIME	R. Spencer	0.20	675.00	135.00
7/11/2022		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Check deadlines; e-mail opposing counsel regarding additional mediation production and when to expect it.			0.00		
141743	TIME	R. Spencer	0.10	675.00	67.50
8/2/2022		Other	0.00	T@1	
WIP		Creative Secur	0.00		
E-mail opposing counsel.			0.00		
141882	TIME	R. Spencer	4.50	675.00	3037.50
8/15/2022		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Audit timesheets for supplemental preliminary			0.00		

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Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
approval filing.				
141890	R. Spencer	7.00	675.00	4725.00
8/16/2022	Other	0.00	T@1	
WIP	Creative Secur	0.00		
Audit payroll records in support of supplemental motion for preliminary approval.		0.00		
141896	R. Spencer	7.80	675.00	5265.00
8/17/2022	Other	0.00	T@1	
WIP	Creative Secur	0.00		
Audit time and payroll records in preparation for supplemental motion for preliminary approval.		0.00		
141900	R. Spencer	9.00	675.00	6075.00
8/18/2022	Other	0.00	T@1	
WIP	Creative Secur	0.00		
Telephone 36 putative class members in support of preliminary approval; leave messages or interview them if they picked up.		0.00		
141901	R. Spencer	8.20	675.00	5535.00
8/19/2022	Other	0.00	T@1	
WIP	Creative Secur	0.00		
Telephone 39 putative class members; leave messages or interview if reached them.		0.00		
141923	R. Spencer	0.30	675.00	202.50
8/22/2022	Other	0.00	T@1	
WIP	Creative Secur	0.00		
Telephone call with putative class member.		0.00		
141955	R. Spencer	5.00	675.00	3375.00
8/28/2022	Other	0.00	T@1	
WIP	Creative Secur	0.00		
Revise settlement agreement, notice, and proposed order to add new plaintiff; draft second amended complaint; draft supplemental Spencer declaration.		0.00		
141967	R. Spencer	1.70	675.00	1147.50
8/29/2022	Other	0.00	T@1	
WIP	Creative Secur	0.00		
Draft stipulation to continue preliminary approval hearing; send to opposing counsel for review; receive approval to file.		0.00		

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
141975	TIME	R. Spencer	0.50	675.00	337.50
8/30/2022		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Interview putative class member.			0.00		
141985	TIME	R. Spencer	0.20	675.00	135.00
8/31/2022		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Interview putative class member.			0.00		
141986	TIME	R. Spencer	0.40	675.00	270.00
8/31/2022		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Telephone call with potential additional Plaintiff Oldham.			0.00		
142101	TIME	R. Spencer	5.70	675.00	3847.50
9/13/2022		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Audit time records.			0.00		
142106	TIME	R. Spencer	7.00	675.00	4725.00
9/14/2022		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Finalize meal period counts in timesheets.			0.00		
142114	TIME	R. Spencer	3.50	675.00	2362.50
9/15/2022		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Edit Spencer declaration in support of preliminary approval to add in audit results.			0.00		
142117	TIME	R. Spencer	0.20	675.00	135.00
9/16/2022		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Telephone call with Plaintiff Harrington.			0.00		
142120	TIME	R. Spencer	3.50	675.00	2362.50
9/16/2022		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Edit supplemental preliminary approval papers; second amended complaint; amended settlement agreement, amended notice; send to E. Grover for review.			0.00		
142183	TIME	R. Spencer	1.50	675.00	1012.50
9/21/2022		Other	0.00	T@1	
WIP		Creative Secur	0.00		

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Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
Draft stipulation to file second amended complaint; review edits E. Grover had to complaint; send both to opposing counsel for review.		0.00		
142235 TIME	R. Spencer	0.50	675.00	337.50
10/3/2022	Other	0.00	T@1	
WIP	Creative Secur	0.00		
Edit amended settlement agreement and notice; create clean copies; e-mail opposing counsel redlined and clean copies.		0.00		
142249 TIME	R. Spencer	0.40	675.00	270.00
10/3/2022	Other	0.00	T@1	
WIP	Creative Secur	0.00		
Receive approval from opposing counsel on amended settlement agreement; put in final and e-mail same to opposing counsel.		0.00		
142250 TIME	R. Spencer	0.20	675.00	135.00
10/3/2022	Other	0.00	T@1	
WIP	Creative Secur	0.00		
Send amended settlement agreement to Plaintiff Harrington; telephone Plaintiff Harrington.		0.00		
142251 TIME	R. Spencer	0.40	675.00	270.00
10/3/2022	Other	0.00	T@1	
WIP	Creative Secur	0.00		
Send amended settlement agreement to Plaintiff Oldham; telephone Plaintiff Oldham.		0.00		
142377 TIME	R. Spencer	0.20	675.00	135.00
10/7/2022	Other	0.00	T@1	
WIP	Creative Secur	0.00		
E-mails with opposing counsel.		0.00		
142401 TIME	R. Spencer	3.00	675.00	2025.00
10/11/2022	Other	0.00	T@1	
WIP	Creative Secur	0.00		
Finalize exhibits, finalize and file second supplemental declaration in support of preliminary approval.		0.00		
142581 TIME	R. Spencer	0.40	675.00	270.00
10/17/2022	Other	0.00	T@1	
WIP	Creative Secur	0.00		
Check for tentative order regarding preliminary approval; download and share with opposing counsel; confirm that no appearances are		0.00		

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Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
necessary.				
142582	R. Spencer	0.20	675.00	135.00
10/17/2022	Other	0.00	T@1	
WIP	Creative Secur	0.00		
Telephone call with Plaintiffs.		0.00		
142985	R. Spencer	0.50	675.00	337.50
11/2/2022	Other	0.00	T@1	
WIP	Creative Secur	0.00		
Review timeline for final approval and class mailing; double-check dates.		0.00		
143190	R. Spencer	1.50	675.00	1012.50
11/18/2022	Other	0.00	T@1	
WIP	Creative Secur	0.00		
Review e-mail from claims administrator with calculations; e-mail E. Grover regarding same.		0.00		
143229	R. Spencer	0.50	675.00	337.50
11/21/2022	Other	0.00	T@1	
WIP	Creative Secur	0.00		
Review issue with mailling; telephone and e-mail claims administrator; approve mailing.		0.00		
143315	R. Spencer	0.10	675.00	67.50
12/12/2022	Other	0.00	T@1	
WIP	Creative Secur	0.00		
Respond to e-mail from class member.		0.00		
143488	R. Spencer	0.30	675.00	202.50
12/28/2022	Other	0.00	T@1	
WIP	Creative Secur	0.00		
Telephone class member.		0.00		
143561	R. Spencer	0.20	675.00	135.00
1/4/2023	Other	0.00	T@1	
WIP	Creative Secur	0.00		
Telephone call with E. Acevedo re Final Approval.		0.00		
143564	R. Spencer	1.50	675.00	1012.50
1/4/2023	Other	0.00	T@1	
WIP	Creative Secur	0.00		
Draft Plaintiff declarations in support of final approval.		0.00		

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
143566	TIME	R. Spencer	0.20	675.00	135.00
1/5/2023		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Telephone call with Plaintiff Harrington.			0.00		
143567	TIME	R. Spencer	0.20	675.00	135.00
1/5/2023		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Telephone call Plaintiff Oldham.			0.00		
143568	TIME	R. Spencer	1.70	675.00	1147.50
1/5/2023		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Review time records; edit Plaintiffs' declarations in support of final approval.			0.00		
143837	TIME	R. Spencer	0.10	675.00	67.50
1/25/2023		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Text Plaintiff Oldham.			0.00		
143838	TIME	R. Spencer	0.60	675.00	405.00
1/25/2023		Other	0.00	T@1	
WIP		Creative Secur	0.00		
Review issues with Final Approval and PAGA calculations.			0.00		
143842	TIME	R. Spencer	2.00	675.00	1350.00
1/26/2023		Draft	0.00	T@1	
WIP		Creative Secur	0.00		
Draft Spencer declaration and assist in finalizing the motion for final approval.			0.00		
Grand Total					
		Billable	172.50		116437.50
		Unbillable	0.00		0.00
		Total	172.50		116437.50

EXHIBIT 7

Keller Grover LLP Transactions by Account

All Transactions				
Date	Name	Account	Class	Paid Amount
1900 · Case Expenses Receivable				
03/24/2021	Western Messenger Service, Inc.	1907 · \$Delivery	Creative Security	69.05
04/14/2021	Western Messenger Service, Inc.	1907 · \$Delivery	Creative Security	138.10
05/19/2021	Western Messenger Service, Inc.	1907 · \$Delivery	Creative Security	69.05
06/20/2021	Western Messenger Service, Inc.	1907 · \$Delivery	Creative Security	50.78
06/20/2021	Western Messenger Service, Inc.	1907 · \$Delivery	Creative Security	24.96
08/01/2021	Western Messenger Service, Inc.	1907 · \$Delivery	Creative Security	94.01
				445.95
10/24/2021	FedEx	1910 · \$FedEx	Creative Security	39.64
10/24/2021	FedEx	1910 · \$FedEx	Creative Security	41.13
01/03/2022	FedEx	1910 · \$FedEx	Creative Security	26.79
				107.56
03/14/2021	LWDA	1913 · \$Filing & Court Fees	Creative Security	75.00
03/23/2021	Clerk of the Court	1913 · \$Filing & Court Fees	Creative Security	1,435.00
04/30/2021	One Legal, Inc.	1913 · \$Filing & Court Fees	Creative Security	109.90
05/02/2021	One Legal, Inc.	1913 · \$Filing & Court Fees	Creative Security	30.89
07/29/2021	Clerk of the Court	1913 · \$Filing & Court Fees	Creative Security	150.00
01/03/2022	One Legal, Inc.	1913 · \$Filing & Court Fees	Creative Security	20.54
01/03/2022	One Legal, Inc.	1913 · \$Filing & Court Fees	Creative Security	39.64
02/02/2022	One Legal, Inc.	1913 · \$Filing & Court Fees	Creative Security	19.51
02/04/2022	One Legal, Inc.	1913 · \$Filing & Court Fees	Creative Security	39.64
03/16/2022	One Legal, Inc.	1913 · \$Filing & Court Fees	Creative Security	73.17
03/17/2022	One Legal, Inc.	1913 · \$Filing & Court Fees	Creative Security	81.28
03/18/2022	One Legal, Inc.	1913 · \$Filing & Court Fees	Creative Security	42.21
03/20/2022	One Legal, Inc.	1913 · \$Filing & Court Fees	Creative Security	40.61
05/17/2022	One Legal, Inc.	1913 · \$Filing & Court Fees	Creative Security	20.02
05/20/2022	One Legal, Inc.	1913 · \$Filing & Court Fees	Creative Security	42.21
06/01/2022	One Legal, Inc.	1913 · \$Filing & Court Fees	Creative Security	40.61
06/02/2022	One Legal, Inc.	1913 · \$Filing & Court Fees	Creative Security	42.21
08/30/2022	One Legal, Inc.	1913 · \$Filing & Court Fees	Creative Security	40.61
09/01/2022	One Legal, Inc.	1913 · \$Filing & Court Fees	Creative Security	42.21
09/27/2022	One Legal, Inc.	1913 · \$Filing & Court Fees	Creative Security	40.61
09/28/2022	One Legal, Inc.	1913 · \$Filing & Court Fees	Creative Security	49.42
09/29/2022	One Legal, Inc.	1913 · \$Filing & Court Fees	Creative Security	12.87
10/05/2022	One Legal, Inc.	1913 · \$Filing & Court Fees	Creative Security	20.02
10/14/2022	One Legal, Inc.	1913 · \$Filing & Court Fees	Creative Security	20.02
10/14/2022	One Legal, Inc.	1913 · \$Filing & Court Fees	Creative Security	76.44
11/03/2022	One Legal, Inc.	1913 · \$Filing & Court Fees	Creative Security	20.02
				2,624.66
12/31/2022		1952 · \$Photocopies	Creative Security	335.40
				335.40

Keller Grover LLP Transactions by Account

All Transactions				
Date	Name	Account	Class	Paid Amount
05/31/2021		1956 · \$Postage	Creative Security	16.71
09/15/2021		1956 · \$Postage	Creative Security	5.39
				<u>22.10</u>
03/31/2021	LexisNexis, RELX Inc.	1960 · \$Research	Creative Security	0.94
10/31/2021	LexisNexis, RELX Inc.	1960 · \$Research	Creative Security	1.19
01/03/2022	LexisNexis, RELX Inc.	1960 · \$Research	Creative Security	10.05
01/31/2022	LexisNexis, RELX Inc.	1960 · \$Research	Creative Security	2.75
08/31/2022	LexisNexis, RELX Inc.	1960 · \$Research	Creative Security	1.09
09/30/2022	LexisNexis, RELX Inc.	1960 · \$Research	Creative Security	1.57
				<u>17.59</u>
05/30/2022	Vast Conference	1970 · \$Telephone	Creative Security	2.18
				<u>2.18</u>
09/16/2021	JAMS, Inc.	1977 · \$Mediation Fee	Creative Security	7,450.00
				<u>7,450.00</u>
Total 1900 · Case Expenses Receivable				<u>11,005.44</u>
TOTAL				<u>11,005.44</u>

PROOF OF SERVICE

I, JOEY GONZALEZ, am employed in the County of San Francisco, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1965 Market Street, San Francisco, California 94103. On **January 27, 2023**, in the case of *Harrington, et al., v. Creative Security Company, Inc., et al.*, Alameda County Superior Court Case Number RG21095377, I served the foregoing document(s):

DECLARATION OF ERIC A. GROVER IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND MOTION FOR AWARD OF ATTORNEYS' FEES AND COSTS, CLASS REPRESENTATIVE INCENTIVE AWARDS, AND SETTLEMENT COSTS

on the interested party(ies) below, using the following means:

Rona P. Layton, Esq.
Layton Law Firm
111 North Market Street # 300
San Jose, California 95113
rlayton@laytonlawfirm.com

Attorneys for Defendant
CREATIVE SECURITY COMPANY, INC

☒	(BY ELECTRONIC SERVICE) by electronically mailing a true and correct copy in PDF format through our electronic mail system to the email address(es) set forth above, or as stated on the attached service list per agreement between the parties.
☒	(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



JOEY GONZALEZ