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Attorneys for Plaintiff
MICHAEL HARRINGTON

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

MICHAEL HARRINGTON on behalf of
himself, 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

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

**SECOND SUPPLEMENTAL
DECLARATION OF ROBERT SPENCER
IN SUPPORT OF 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 I, ROBERT SPENCER, declare as follows:

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

7 2. I make this declaration in support of Plaintiff’s Motion for Preliminary Approval
8 of Class Action Settlement.

9 3. Plaintiff’s Counsel has performed additional investigation of this action pursuant
10 to the Court’s order dated May 20, 2022. Plaintiff’s Counsel requested the contact information,
11 time records, and payroll records for files for 75 putative class members, including 25 mobile
12 patrol officers and 50 security officers. Defendant provided the information and requested
13 documents on August 6, 2022.

14 4. I personally telephoned all 75 telephone numbers provided. I was able to interview
15 20 putative class members, including 13 security officers and seven mobile patrol officers. I
16 spoke to additional putative class members that stated they did not have a sufficient memory to be
17 interviewed.

18 5. Keller Grover LLP examined all of the time and payroll records produced. I was
19 personally involved in this process. The payroll records consisted of pdfs of payroll registers.
20 The time records consisted of paper time sheets. The payroll registers did not show any payments
21 of premium pay for missed meal and rest breaks.

22 6. My interviews of the putative class members time and payroll records supports the
23 settlement agreement as well as the assumptions regarding missed meal and rest breaks utilized to
24 settle this action. In this regard, although the timesheets showed a somewhat higher meal period
25 violation rate than originally estimated, this was tempered by the information provided in the
26 interviews I performed with putative class members. Based on these interviews, it would appear
27 that Defendant was often lax about correctly recording timely meal periods that had been taken by
28 mobile patrol officers and security officers. Most interviewees confirmed that they were missing

1 meal breaks approximately two to four times per month, which is consistent with the estimate
2 used in the *Kullar* analysis. Similarly, the information provided by the interviewees regarding
3 missed or interrupted rest breaks was generally consistent with the estimate used in the *Kullar*
4 analysis.

5 7. As noted, I believe that the interviews support the assumptions Plaintiff used to
6 support his motion for preliminary approval. The California Supreme Court held that if employer
7 records show no meal period or a late meal period, there is a rebuttable presumption that a
8 violation occurred. *Donohue v. AMN Services, LLC*, 11 Cal. 5th 58, 74-77 (2021). Here, while the
9 time records show numerous violations, the employee interviews did not correlate with the
10 number of violations shown on the time sheets. As such, it is my view that Defendant would have
11 a reasonable chance of rebutting many of the presumed violations via witness testimony, but not
12 escape all liability for missed meal and rest breaks.

13 8. Additionally, the Court previously expressed concerns that Plaintiff Harrington, as
14 a mobile security guard, could adequately represent the putative class members who worked as
15 stationary security guards. On September 30, 2022, a Second Amended Complaint was filed
16 adding Brandon Oldham as an additional plaintiff and proposed class representative. Mr.
17 Oldham, who worked as a stationary security guard. A copy of the Second Amended Complaint
18 is attached hereto as **Exhibit 1**.

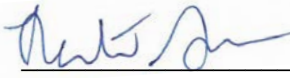
19 9. The Parties executed an amended the settlement agreement to add Brandon
20 Oldham as a plaintiff and update the proposed class notice. A true and correct copy of the
21 Amended Joint Stipulation of Class Action and PAGA Settlement and Release of Claims
22 (“Amended Settlement Agreement”), including the amended proposed class notice, is attached
23 hereto as **Exhibit 2**. Further, a true and correct redlined version of the Amended Settlement
24 Agreement (including the redlined proposed class notice) that shows the changes made is attached
25 hereto as **Exhibit 3**.

26 10. As part of the Amended Settlement Agreement, Plaintiff’s Counsel will request an
27 enhancement and general release payment totaling \$2,500 for proposed plaintiff Brandon
28

1 Oldham.¹ Plaintiff's Counsel have reduced their proposed attorneys' fees award from \$170,000 to
2 \$167,500 to account for this payment, thus it will not affect the net settlement amount that will be
3 distributed to the class.² The proposed class notice has been adjusted accordingly.

4 11. I personally submitted the revised proposed order and this declaration to the
5 LWDA website on October 11, 2022.

6 I declare under penalty of perjury under the laws of the State of California that the
7 foregoing is true and correct, and that this Declaration was executed on this 11th day of October
8 2022 at San Francisco, California.


ROBERT SPENCER

26 _____
27 ¹ Exhibit B at §§ I(W) and III(L)(3)(a).

28 ² Exhibit B §§ I(W) and III(L)(4).

EXHIBIT 1

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Attorneys for Plaintiffs
 MICHAEL HARRINGTON & 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

**SECOND AMENDED CLASS AND
 REPRESENTATIVE ACTION**

COMPLAINT FOR:

- 1. UNFAIR BUSINESS PRACTICES;**
- 2. VIOLATIONS OF THE LABOR CODE;**
- 3. PENALTIES; and**
- 4. ATTORNEYS' FEES.**

DEMAND FOR JURY TRIAL

FILED
 Superior Court of California
 County of Alameda
 09/30/2022
 Clad File, Executive Officer / Clerk of the Court
 By: Cheryl Clark Deputy
 C. Clark

1 Plaintiffs MICHAEL HARRINGTON and BRANDON OLDHAM, on behalf of
2 themselves and all others similarly situated, and all aggrieved employees, complains against
3 Defendants CREATIVE SECURITY COMPANY, INC., and Does 1 through 50 (all referred to
4 collectively as “Defendants” or “CREATIVE SECURITY”) as follows:

5 **I. JURISDICTION AND VENUE**

6 1. This Court has subject matter jurisdiction over Plaintiffs’ claims, based on, among
7 other statutes, California Business & Professions Code §§ 17200, *et seq.*, and California Labor
8 Code §§ 201-203, 204, 226, 226.3, 226.7, 510, 511, 512, 1194, 1198, and 1199. In particular,
9 Plaintiff Harrington has complied with all California Labor Code § 2699.3 requirements for
10 commencing a civil action under the California Private Attorneys General Act of 2004, California
11 Labor Code §§ 2698, *et seq.* (“PAGA”).

12 2. This Court has personal jurisdiction over the parties because, at all relevant times,
13 Plaintiffs were California residents who worked in California for Defendants and Defendants
14 systematically and continuously have conducted business in the State of California.

15 3. Venue is proper in this Court because California Code of Civil Procedure § 395.5
16 because (a) Plaintiff Harrington performed part of his duties in Alameda County, (b) part of the of
17 the obligations of the parties arises in Alameda County, (c) part of Defendants’ liability arises in
18 Alameda County, and (d) breaches by Defendants occurred in connection with work performed
19 partly in Alameda County. Venue is further proper in this Court because a PAGA action may be
20 prosecuted in any county where any allegedly aggrieved employees worked or is alleged to have
21 suffered violations of the Labor Code. *Crestwood Behavioral Health v. Superior Court* (2021) 60
22 Cal App. 5th 1069. Allegedly aggrieved employees – including Plaintiff Harrington – worked in
23 and are alleged to have suffered Labor Code violations in Alameda County.

24 **II. PARTIES AND BACKGROUND**

25 4. Plaintiff MICHAEL HARRINGTON is an adult who worked for Defendants as a
26 non-exempt hourly employee. He worked for Defendants as an hourly, non-exempt patrol
27 supervisor from approximately March 2020 through July 2020 at client locations in California,
28 including Alameda County.

1 5. Plaintiff BRANDON OLDHAM is an adult who worked for Defendants as a non-
2 exempt hourly employee. He worked for Defendants as an hourly, non-exempt stationary security
3 guard from approximately April 2020 through January 2021 at client locations in California.

4 6. Defendant CREATIVE SECURITY COMPANY, INC. is a California corporation
5 doing business throughout California and is a “person” as defined by California Labor Code § 18
6 and California Business and Professions Code § 17201. In addition, it is an “employer” as that
7 term is used in the California Labor Code and in the California Industrial Welfare Commission’s
8 Orders regulating wages, hours, and working conditions.

9 7. Plaintiffs are ignorant of the true names and capacities of Defendants sued as Does
10 1 through 50, inclusive, and therefore sues those Defendants by those fictitious names. Plaintiffs
11 will amend this Complaint to allege their true names and capacities when ascertained. Plaintiffs
12 are informed and believe and on that ground allege that each of the fictitiously-named Defendants
13 is responsible in some manner for the occurrences alleged and that Plaintiffs’ damages and other
14 losses as alleged are proximately caused by those occurrences.

15 8. Plaintiffs bring this action on behalf of a proposed state-wide class of hourly non-
16 exempt security guards who worked at CREATIVE SECURITY locations in California to
17 challenge Defendants’ (a) policy and practice of failing to pay overtime for hours worked over eight
18 in a shift; (b) policy and practice of violating California Labor Code §§ 226.7 and 512 and IWC
19 Wage Order 5-2001 by failing to provide meal periods to employees, including second meal periods
20 to employees who worked more than 10 hours in a day; (c) policy and practice of violating Labor
21 Code § 226.7 by failing to authorize and permit adequate rest periods, (d) policy and practice of
22 violating California Labor Code § 226 by failing to provide accurate, itemized wage statements;
23 and (e) policy and practice of violating California Labor Code §§ 201-203 by failing to pay former
24 employees all wages due and owing at the time of discharge or voluntary quit.

25 9. Plaintiffs bring this action on behalf of themselves and a proposed class of all hourly
26 non-exempt workers employed by CREATIVE SECURITY at client locations within the State of
27 California at any time during the applicable limitations period preceding the original filing of this
28 Complaint up through the present and until compliance with the law. Plaintiffs seek recovery of

all allowable compensation and other sums for the violations described above, including unpaid overtime, penalties/premium pay for missed meal and rest periods, restitution and restoration of sums owed and property unlawfully withheld, statutory penalties, interest, attorneys' fees, and costs.

III. FACTUAL ALLEGATIONS

10. CREATIVE SECURITY provides security guard services on to clients throughout California. The work is performed at multiple locations in the State of California, including Alameda County.

11. At all relevant times, Plaintiff was employed by CREATIVE SECURITY as an hourly non-exempt employee in a guard occupation as defined by § 2(O) of IWC Wage Order 4-2001. During his employment with CREATIVE SECURITY, Plaintiff Harrington worked four days a week, and typically worked 10 or more hours a day, including some shifts over 12 hours. During his employment with CREATIVE SECURITY, Plaintiff Oldham typically worked five days a week, 8 hours a day or more, including many shifts over 12 hours.

12. Labor Code § 511 requires employers to adhere to strict requirements when adopting an alternative workweek schedule, including, among other things, that an employer must hold a secret election allowing employees to vote to adopt the alternative workweek schedule. Plaintiff Harrington alleges that Defendant failed to lawfully adopt an alternative workweek schedule.¹ Labor Code § 510 requires that employers must pay employees overtime for hours worked over eight in one workday and 40 hours in any one workweek. Labor Code § 1194 provides for a private right of action for an employee to seek unpaid overtime. Plaintiff Harrington alleges that CREATIVE SECURITY failed to lawfully adopt an alternative workweek schedule and failed to pay Plaintiff Harrington and other putative class members overtime for hours worked over eight in a day.

13. At all times relevant, Labor Code §§ 226.7 and 512, and IWC Wage Order 4-2001,

¹ There is no evidence that CREATIVE SECURITY properly held such an election in the Department of Industrial Relations Alternative Workweek Elections Database, available online here: <https://www.dir.ca.gov/databases/oprl/dlsr-awe.html>.

§ 11 have required employers to provide employees with (1) a first meal period of not less than 30 minutes during which they are relieved of all duty before working more than five hours and (2) a second duty-free meal period of not less than 30 minutes before working more than 10 hours per day. Further, an employer cannot require employees to stay on-site or be on-call during meal periods and breaks. *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257. Plaintiffs allege that CREATIVE SECURITY required Plaintiffs and other putative class members to take their first meal periods on-duty, despite no agreement to do so. Further, CREATIVE SECURITY required Plaintiffs and other putative class members to carry company provided cellular telephones and be on-call during their breaks in violation of *Augustus*. In addition, Plaintiffs and other putative class members often worked 10 hours or more per day, including many shifts over 12 hours. CREATIVE SECURITY had a policy and practice of failing to provide Plaintiffs and other putative class members with their second meal periods on these shifts. Plaintiffs and other putative class members did not receive a second meal period on shifts over 10 hours. Plaintiffs alleges that they and, on information and belief, other putative class members never waived their right to a second meal period. Further, Plaintiffs and other putative class members often worked more than 12 hours in a day. Under Labor Code § 512(a), second meal periods are not waivable for employees who work more than 12 hours in a day.

14. CREATIVE SECURITY had a policy and practice of failing to authorize and permit Plaintiffs and other putative class member to take discrete paid rest breaks of at least 10 minutes for every four hours worked or major fraction thereof as required by Labor Code § 226.7 and IWC Wage Order 4-2001, § 12(A). Plaintiffs and putative class member often worked shifts of 10 or more hours a day, including shifts over 12 hours. CREATIVE SECURITY had a policy and practice of failing to authorize and permit Plaintiffs and other putative class members to take adequate paid rest breaks in violation of Labor Code § 226.7 and IWC Wage Order 4-2001, § 12(A), including third rest breaks on shifts over 10 hours. In addition, Defendants required Plaintiffs and other Putative Class Members to stay on-site and remain on-call through company provided cellular telephones during their rest breaks in violation of *Augustus*.

15. Labor Code § 226 provides that every employer is required, “semimonthly or at the

1 time of each payment of wages,” to give each employee an itemized wage statement that includes
2 “gross wages earned” as well as “all applicable hourly rates” and “the corresponding number of
3 hours worked at each hourly rate...” Defendants had a policy and practice of violating Labor Code
4 § 226 by failing to provide complete and accurate itemized wage statements to Plaintiffs and the
5 putative class members in that the wage statements provided did not, among other things, include
6 the correct gross wages earned as well as correct hours worked at the correct overtime rate.

7 16. Defendants had a policy and practice of violating California Labor Code §§ 201-
8 203 by failing to pay Plaintiffs and putative class members all wages due and owing at the time of
9 discharge or voluntary quit. Plaintiffs and putative class members still are owed wages, including
10 unpaid overtime for work over eight hours a shift and premium pay for missed meal and rest breaks.

11 17. Defendants had a policy and practice of failing to pay employees in a timely manner
12 as required by Labor Code § 204.

13 **IV. CLASS ACTION ALLEGATIONS**

14 18. Plaintiffs brings this action on behalf of themselves and as a class action under Code
15 of Civil Procedure § 382 on behalf of a class of similarly situated persons employed by CREATIVE
16 SECURITY in the State of California. Specifically, Plaintiffs seek to represent the class of all
17 hourly non-exempt security guards who performed work for CREATIVE SECURITY at client
18 locations throughout the State of California at any time during the applicable limitations period
19 preceding the original filing of this Complaint and up through the present and until compliance
20 with the law. Plaintiffs also seek to represent the following sub-classes of employees who worked
21 for CREATIVE SECURITY at job sites within the State of California:

22 (a) All hourly non-exempt security guards who performed work for CREATIVE
23 SECURITY at any time during the applicable period preceding the original
24 filing of this Complaint and up through the present and until compliance with
25 the law, inclusive, who were not paid overtime for hours worked over eight
26 in a shift;

27 (b) All hourly non-exempt security guards who performed work for CREATIVE
28 SECURITY at any time during the applicable limitations period preceding

the original filing of this Complaint and up to the present and until compliance with the law, inclusive, who were not provided timely and compete meal periods;

(c) All hourly non-exempt security guards who performed work for CREATIVE SECURITY at any time during the applicable limitations period preceding the original filing of this Complaint and up to the present and until compliance with the law, inclusive, who were not provided required paid rest breaks;

(d) All hourly non-exempt security guards who performed work for CREATIVE SECURITY at any time during the applicable limitations period preceding the original filing of this Complaint and up to the present and until compliance with the law, inclusive, who were not paid all wages due upon discharge or voluntary quit as required by Labor Code §§ 201-203; and

(e) All hourly non-exempt on-site employees who performed work for CREATIVE SECURITY at any time during the applicable limitations period preceding the original filing of this Complaint and up through the present and until compliance with the law, inclusive, who did not receive complete and accurate wage statements.

19. The class and sub-classes that Plaintiffs seek to represent contain numerous members and are clearly ascertainable. Plaintiffs reserve the right under Rule 3.765 of the California Rules of Court to amend or modify the class and sub-class descriptions with greater specificity or further division into additional sub-classes or limitation to particular issues.

20. By their unlawful practices and policies, Defendants have violated the rights of employees under the laws and regulations of the State of California. The questions raised are, therefore, of common or general interest to the class members, who have a well-defined community of interest in the questions of law and fact raised in this action.

21. Plaintiffs' claims are typical of those of the class, as Plaintiffs now suffer and has suffered in the past from the same violations of the law as other members of the proposed class.

1 Plaintiffs have retained competent counsel to represent themselves and the class, and Plaintiffs will
2 fairly and adequately represent the interests of the class.

3 22. This action may properly be maintained as a class action under Code of Civil
4 Procedure § 382 because there is a well-defined community of interest in the litigation and the
5 proposed class and sub-classes are easily ascertainable.

6 **Numerosity**

7 23. The members of the proposed class are so numerous that joinder of all class
8 members is impractical. While the precise number of class members has not been determined at
9 this time, Plaintiffs are informed and believes that Defendants have employed as many as 600
10 workers or more in the relevant time period.

11 24. Plaintiffs allege that Defendants' employment records would contain relevant
12 information as to the number of members of the proposed class.

13 **Commonality**

14 25. There are questions of law and fact common to the class that predominate over any
15 questions affecting only individual class members. Those common questions of law and fact
16 include, without limitation, the following:

- 17 (a) Whether Defendants had a policy or practice of violating Labor Code § 1194
18 by failing to pay class members overtime for hours worked over eight in a
19 shift;
- 20 (b) Whether Defendants had a policy and practice of failing to provide class
21 members with all of their required meal periods;
- 22 (c) Whether Defendants had a policy and practice of failing to authorize and
23 permit class members to take adequate duty-free rest periods;
- 24 (d) Whether Defendants had a policy and practice of violating Labor Code § 226
25 by failing to provide required information on wage statements, such as gross
26 wages earned, and whether those statements were accurate;
- 27 (e) Whether Defendants had a policy and practice of violating Labor Code §§
28 201-203 by failing to pay departing class members all wages, including

overtime wages, due at the time of discharge or voluntary quit; and

(f) Whether Plaintiffs and the class members are entitled to equitable and restitutionary relief under Business and Professions Code §§ 17200, *et seq.*

Typicality and Adequacy of Representation

26. Plaintiffs' claims are typical of the claims of the proposed class. Plaintiffs and all members of the proposed class sustained injuries and economic loss arising out of and caused by Defendants' common course of conduct in violation of laws and regulations alleged in this Complaint.

27. Plaintiffs will fairly and adequately protect the interests of all proposed class members. Plaintiffs have no interests that are antagonistic to those of the proposed class and is not subject to any unique defenses. Plaintiffs also have retained counsel experienced in class actions and in representing employees and protecting employees' rights.

Superiority of Class Action

28. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all proposed class members is not practicable, and questions of law and fact common to the class predominate over any questions affecting only individual members of the class. Each member of the class has been damaged and is entitled to recovery by reason of Defendants' illegal policies and/or practices.

29. Class action treatment will allow those similarly-situated persons to litigate their claims in the manner that is most effective and economical for the parties and the judicial system. Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

30. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because individual litigation of the claims of all proposed class members is impractical. Even if every proposed class member could afford individual litigation, the court system could not. It would be unduly burdensome to the courts if individual litigation of numerous cases were to be required. Individualized litigation also would present the potential for varying, inconsistent, or contradictory judgments and would magnify the delay and expense to all

1 parties and to the court system resulting from multiple trials of the same complex factual issues.
2 By contrast, the conduct of this action as a class action with respect to some or all of the issues
3 presented herein gives rise to fewer management difficulties, conserves the resources of the court
4 system and the parties and protects the rights of each proposed class member. Further, it prevents
5 the very real harm that would be suffered by numerous putative class members who simply will be
6 unable to enforce individual claims of this size on their own, and by Defendants' competitors, who
7 will be placed at an unfair competitive disadvantage as their punishment for obeying the law.
8 Plaintiffs do not anticipate difficulties in the management of this action.

9 **V. REPRESENTATIVE ACTION ALLEGATIONS**

10 31. Plaintiff Harrington seeks to represent all aggrieved employees with the meaning of
11 Labor Code §§ 2698, *et seq.*, who are or were employed by Defendants as non-exempt security
12 guards whom performed work for CREATIVE SECURITY within the state of California and were
13 who were not paid overtime for hours worked over eight in a shift;

14 32. Plaintiff Harrington seeks to represent all aggrieved employees with the meaning of
15 Labor Code §§ 2698, *et seq.*, who are or were employed by Defendants as non-exempt security
16 guards whom performed work for CREATIVE SECURITY in the State of California who were not
17 provided their required meal periods.

18 33. Plaintiff Harrington seeks to represent all aggrieved employees with the meaning of
19 Labor Code §§ 2698, *et seq.*, who are or were employed by Defendants as non-exempt security
20 guards whom performed work for CREATIVE SECURITY in the State of California who were not
21 authorized or permitted to take all of their required rest periods.

22 34. Plaintiff Harrington seeks to represent all aggrieved employees with the meaning of
23 Labor Code §§ 2698, *et seq.*, who are or were employed by Defendants as non-exempt security
24 guards whom performed work for CREATIVE SECURITY in the State of California who did not
25 receive complete and accurate itemized wage statements in violation of Labor Code § 226(a).

26 35. Plaintiff Harrington seeks to represent all aggrieved employees with the meaning of
27 Labor Code §§ 2698, *et seq.*, who are or were employed by Defendants as non-exempt security
28 guards whom performed work for CREATIVE SECURITY in the State of California who were not

1 paid all wages due at the time of discharge or voluntary quit in violation of Labor Code §§ 201-
2 203.

3 36. Plaintiff Harrington seeks to represent all aggrieved employees with the meaning of
4 Labor Code §§ 2698, *et seq.*, who are or were employed by Defendants as non-exempt security
5 guards whom performed work for CREATIVE SECURITY in the State of California who were not
6 paid all wages in a timely manner as required by Labor Code § 204.

7 37. There is a well-defined community of interest in the question of law and fact
8 affecting the aggrieved employees whom Plaintiff Harrington seeks to represent. The aggrieved
9 employees' claims against Defendants involve questions of common or general interest, including,
10 but not limited to, the following: (1) whether Defendants had a policy and practice of failing to pay
11 aggrieved employees overtime for hours worked over eight in a shift; (2) whether Defendant had a
12 policy and practice of failing to provide aggrieved employees with all of their required meal
13 periods; (3) whether Defendants had a policy and practice of failing to provide aggrieved employees
14 with all of their required rest periods; (4) whether Defendants had a policy and practice of violating
15 Labor Code § 226 by failing to provide required information on wage statements, such as gross
16 wages earned and the hours worked at the correct overtime rate, and whether those statements were
17 accurate; (5) whether Defendants had a policy and practice of failing to pay departing aggrieved
18 employees all wages due at the time of discharge or voluntary quit in violation of Labor Code §§
19 201-203; (6) and whether Defendants had a policy and practice of failing to pay aggrieved
20 employees in a timely manner as required by Labor Code § 204.

21 38. Plaintiff Harrington's claims are typical of the claims of the members of the
22 aggrieved employees whom Plaintiff Harrington seeks to represent on a representative basis and
23 his interests are consistent with, and not antagonistic to, those of the other aggrieved employees.
24 Plaintiff Harrington will fairly and adequately represent the interests of the aggrieved employees
25 whom he seeks to represent because Plaintiff Harrington is also an aggrieved employee and his
26 claims are typical of those of the aggrieved employees. Plaintiff Harrington has retained attorneys
27 who are experienced in the prosecution of class and representative actions, and Plaintiff Harrington
28 intends to prosecute this action vigorously.

39. Common questions of law and fact exist as to all aggrieved employees that predominate over any other questions affecting only individual aggrieved employees.

40. Plaintiff Harrington requests permission to amend the Complaint to include additional representatives if Plaintiff Harrington is deemed not to be an adequate representative of the aggrieved employees.

VI. FIRST CAUSE OF ACTION
(UNFAIR BUSINESS PRACTICES – CAL. BUS. & PROF. CODE §§ 17200, *et seq.*)
(PLAINTIFFS ON BEHALF OF THEMSELVES AND THE CLASS)

41. Plaintiffs repeat and realleges each and every paragraph above as though fully set forth herein.

42. California Business and Professions Code §§ 17200, *et seq.*, prohibit unfair competition in the form of any unlawful, unfair, deceptive, or fraudulent business act or practice.

43. Beginning at an exact date unknown to Plaintiffs, but at least during the applicable limitations period preceding the original filing of this Complaint and up through the present, Defendants committed unlawful acts and practices as defined by California Business and Professions Code §§ 17200, *et seq.* Defendants have had a policy and practice of engaging in unlawful and unfair business practices including, but not limited to, violations of:

- (a) Labor Code § 1194 (failure to pay all overtime wages);
- (b) Labor Code §§ 226.7 and 512 (failure to provide meal periods);
- (c) Labor Code § 226.7 (failure to authorize and permit adequate duty-free rest breaks)
- (d) Labor Code § 226 (failure to provide accurate itemized wage statements);
- (e) Labor Code §§ 201-203 (failure to pay all wages, including statutory minimum wages, due and owing at time of discharge or voluntary quit); and
- (f) Industrial Welfare Commission IWC Wage Order No. 4-2001.

44. The violations of those laws and the acts and practices described in this Complaint constitute unlawful, unfair, deceptive and fraudulent business acts and practices and unfair competition within the meaning of Business and Professions Code §§ 17200, *et seq.*

1 45. As a direct and proximate result of those acts and practices, Defendants have
2 received and continue to hold as ill-gotten gains money and property belonging to Plaintiffs and
3 the class, in that Defendants have profited in those amounts from their unlawful practices.

4 46. Business and Professions Code § 17203 provides that the Court may restore to any
5 person in interest any money or property that may have been acquired by means of unfair
6 competition and may order Defendants to make restitution to Plaintiffs for the practices alleged in
7 this Complaint. Plaintiffs and putative class members are entitled under Business and Professions
8 Code §§ 17203 and 17208 to restitution and restoration of all wages unlawfully withheld at any
9 time during the applicable limitations period preceding the original filing of this Complaint and up
10 through the present and until the violations have been corrected, together with all civil penalties
11 owed in connection with those violations. Plaintiffs will, upon leave of the Court, amend this
12 Complaint to state those amounts when they are ascertained.

13 47. Plaintiffs' success in this action will enforce important rights affecting the public
14 interest and, in that regard, Plaintiffs sue on behalf of the proposed class as well as on behalf of
15 themselves and the general public. Plaintiffs seek and is entitled to unpaid wages and any other
16 remedy owing to Plaintiffs and all others similarly situated.

17 48. To prevent Defendants from profiting and benefiting from their wrongful and illegal
18 policies and practices, an order requiring Defendants to restore to Plaintiffs and class members all
19 monies and property unlawfully gained through Defendants' unlawful practices is appropriate and
20 necessary.

21 49. Plaintiffs take upon themselves enforcement of these laws and lawful claims. There
22 is a financial burden incurred in pursuing this action and it would be against the interests of justice
23 to penalize Plaintiffs by forcing them to pay attorneys' fees from the recovery in this action.
24 Therefore, an award of attorneys' fees is appropriate under California Code of Civil Procedure §
25 1021.5.

26 Wherefore, Plaintiffs pray for relief as set forth below.

27 //

28 //

VII. SECOND CAUSE OF ACTION

(UNPAID OVERTIME WAGES– LABOR CODE § 1194)

(PLAINTIFF HARRINGTON ON BEHALF OF HIMSELF AND THE CLASS)

50. Plaintiffs repeat and reallege each and every paragraph above as though fully set forth herein.

51. Plaintiff Harrington alleges that CREATIVE SECURITY failed to lawfully adopt an alternative workweek schedule in accordance with Labor Code § 511 and failed to pay Plaintiffs and other putative class members overtime for hours worked over eight in a day as required by Labor Code §§ 510 and 1194.

52. Plaintiff Harrington seeks to recover all overtime wages due to Plaintiff Harrington and other putative class members and interest, under Labor Code §§ 1194 and 218.6.

53. Plaintiff Harrington seeks attorneys' fees and costs under Labor Code § 1194, which provides for a private right of action to recover overtime compensation and also provides for the recovery of attorneys' fees and costs by a prevailing employee.

Wherefore, Plaintiffs pray for relief as set forth below.

VIII. THIRD CAUSE OF ACTION

(UNPAID OVERTIME WAGES – LABOR CODE

PRIVATE ATTORNEYS GENERAL ACT OF 2004)

(PLAINTIFF HARRINGTON ON BEHALF OF HIMSELF AND

ALL AGGRIEVED EMPLOYEES)

54. Plaintiffs repeat and reallege each and every paragraph above as though fully set forth herein.

55. Labor Code § 2699(f) permits "aggrieved employees" to recover certain penalties on their own behalf and on behalf of other current and former employees.

56. Plaintiff Harrington is an "aggrieved employee" as that term is defined in the Labor Code Private Attorneys General Act of 2004 because he is a person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.

57. Plaintiff Harrington has met all of the Labor Code § 2699.3 requirements to

1 commence a civil action against Defendants for violations of Labor Code §§ 510, 511, 1194, 1198
2 and 1199.

3 58. By the actions alleged herein, Defendants failed to pay Plaintiff Harrington and
4 other aggrieved employees overtime for hours worked over eight in a day in violation of Labor
5 Code §§ 510, 511, 1194, 1198 and 1199.

6 59. Therefore, Plaintiff Harrington and all current and former aggrieved employees
7 demand the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 510, 511,
8 1194, 1198 and 1199.

9 60. Plaintiff Harrington further seeks reasonable attorneys' fees and costs under Labor
10 Code §§ 1194 and 2699(g)(1).

11 61. Wherefore, Plaintiffs pray for relief as set forth below.

12 **IX. FOURTH CAUSE OF ACTION**

13 **(FAILURE TO PROVIDE MEAL PERIODS)**

14 **(PLAINTIFFS ON BEHALF OF THEMSELVES AND THE CLASS)**

15 62. Plaintiffs repeat and reallege each and every paragraph above as though fully set
16 forth herein.

17 63. At all relevant times, the Defendants were "employers" of Plaintiffs and other
18 putative class members within the meaning of Labor Code §§ 226.7 and 512, and IWC Wage Order
19 4-2001, § 2(F).

20 64. At all relevant times, Plaintiffs and other putative class members were "employees"
21 of Defendants within the meaning of Labor Code §§ 226.7 and 512, and IWC Wage Order 4-2001,
22 § 2(E). Plaintiffs and other putative class members also were employed by Defendants in a
23 professional, technical, clerical, mechanical, and similar occupation, as defined in and within the
24 meaning of IWC Wage Order 4-2001, § 2(O).

25 65. At all relevant times, Labor Code §§ 226.7 and 512, and IWC Wage Order 4-2001,
26 § 11 provide that employees must receive a first meal period of not less than 30 minutes before
27 working more than five hours, and a second meal period of not less than 30 minutes before working
28 more than 10 hours in a day. Further, an employer cannot require employees to stay on-site or on-

1 call during meal periods. *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257.

2 66. As alleged above, Defendants failed to provide Plaintiffs and other putative class
3 members with their legally required meal periods. CREATIVE SECURITY required Plaintiffs and
4 other putative class members to take their first meal periods on-duty, despite no agreement to do
5 so. Further, CREATIVE SECURITY required Plaintiffs and other putative class members to carry
6 company provided cellular telephones and be on-call during their meal periods in violation of
7 *Augustus*. In addition, Plaintiffs and other putative class members often worked 10 hours or more
8 per day, including many shifts over 12 hours. CREATIVE SECURITY had a policy and practice
9 of failing to provide Plaintiffs and other putative class members with their second meal periods on
10 these shifts. Plaintiffs and other putative class members did not receive a second meal period on
11 shifts over 10 hours. Plaintiffs alleges that they and, on information and belief, other putative class
12 members never waived their right to a second meal period. Further, Plaintiffs and other putative
13 class members often worked more than 12 hours in a day. Under Labor Code § 512(a), second meal
14 periods are not waivable for employees who work more than 12 hours in a day.

15 67. Defendants' practices of failing to provide employees meal periods violate Labor
16 Code §§ 226.7 and 512(a), and IWC Wage Order 4-2001, § 11.

17 68. Plaintiffs and members of proposed class have lost money as a direct result of
18 Defendants' unlawful practices as alleged above in that they were required to work shifts longer
19 than 10 hours, were not provided meal periods, and were not compensated correctly for not having
20 been provided such meal periods, respectively. Accordingly, Plaintiffs and other putative class
21 members are entitled to proper compensation, restitution and premium pay for each missed, late,
22 and/or short meal period as required by law and to the waiting time penalties attached to those
23 violations.

24 69. CREATIVE SECURITY's violations of Labor Code §§ 226.7 and 512 and IWC
25 Wage Order 4-2001 as alleged above are ongoing and will continue unless and until this Court
26 enters an injunction barring those violations.

27 70. Plaintiffs are entitled to an award of attorneys' fees and costs and expenses incurred
28 in this action under Code of Civil Procedure § 1021.5.

Wherefore, Plaintiffs pray for relief as set forth below.

X. FIFTH CAUSE OF ACTION

(FAILURE TO PROVIDE MEAL PERIODS –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

(PLAINTIFF HARRINGTON ON BEHALF OF HIMSELF AND

ALL AGGRIEVED EMPLOYEES)

71. Plaintiffs repeat and reallege each and every paragraph above as though fully set forth herein.

72. Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

73. Plaintiff Harrington is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because he is a person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.

74. Plaintiff Harrington has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 226.7, 512, 1198, and 1199.

75. By the actions alleged herein, Defendants failed to provide all required meal periods in violation of Labor Code §§ 226.7, 512 and 1198 and 1199.

76. Therefore, Plaintiff Harrington and all current and former aggrieved employees demand the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 226.7, 512, 1198, and 1199.

77. Plaintiff Harrington further seeks reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiffs pray for relief as set forth below.

XI. SIXTH CAUSE OF ACTION

(FAILURE TO AUTHORIZE AND PERMIT REST BREAKS)

(PLAINTIFFS ON BEHALF OF THEMSELVES AND THE CLASS)

78. Plaintiffs repeat and reallege each and every paragraph above as though fully set

1 forth herein.

2 79. At all relevant times, the Defendants were “employers” of Plaintiffs and other
3 putative class members within the meaning of Labor Code §§ 226.7 and 512, and IWC Wage Order
4 4-2001, § 2(H).

5 80. At all relevant times, Plaintiffs and other putative class members were “employees”
6 of Defendants within the meaning of Labor Code §§ 226.7 and 512, and IWC Wage Order 4-2001,
7 § 2(H). Plaintiffs and other putative class members were employed by Defendants in a professional,
8 technical, clerical, mechanical, or similar occupation, as defined in and within the meaning of IWC
9 Wage Order 4-2001, § 2(O).

10 81. At all relevant times, Labor Code § 226.7 and IWC Wage Order 4-2001, § 12 require
11 employers to authorize and permit employees to take discrete paid rest breaks of at least ten minutes
12 for every four hours worked or major fraction thereof.

13 82. CREATIVE SECURITY had a policy and practice of failing to authorize and permit
14 Plaintiffs and other putative class member to take discrete paid rest breaks of at least 10 minutes
15 for every four hours worked or major fraction thereof as required by Labor Code § 226.7 and IWC
16 Wage Order 4-2001, § 12(A). Plaintiffs and putative class member typically worked shifts of over
17 ten hours or more a day, including many shifts over 12 hours. CREATIVE SECURITY had a policy
18 and practice of failing to authorize and permit Plaintiffs and other putative class members to take
19 adequate paid rest breaks in violation of Labor Code § 226.7 and IWC Wage Order 4-2001, § 12(A),
20 including third rest breaks on shifts over 10 hours. In addition, Defendants required Plaintiffs and
21 other Putative Class Members to stay on-site and remain on-call through company provided cellular
22 phones in violation of *Augustus*.

23 83. Defendants’ practices of failing to authorize and permit employees to take discrete
24 paid rest breaks of not less than 10 minutes for every four hours worked or major faction thereof,
25 and of requiring employees to work through their rest breaks, violate Labor Code § 226.7 and IWC
26 Wage Order 4-2001, § 12(A).

27 84. Plaintiffs and other putative class members lost money as a direct result of
28 Defendants’ unlawful practices as alleged above in that they were not compensated correctly for

1 not having been provided adequate rest periods. Accordingly, Plaintiffs and other putative class
2 members are entitled to proper compensation, restitution and premium pay for each rest period that
3 was not provided as required by Labor Code § 226.7.

4 85. Defendants' violations of Labor Code § 226.7 and IWC Wage Order 4-2001 as
5 alleged above are ongoing and will continue unless and until this Court enters an injunction barring
6 those violations.

7 86. Plaintiffs are entitled to an award of attorneys' fees and costs and expenses incurred
8 in this action under Code of Civil Procedure § 1021.5.

9 Wherefore, Plaintiffs pray for relief as set forth below.

10 **XII. SEVENTH CAUSE OF ACTION**

11 **(FAILURE TO AUTHORIZE AND PERMIT REST BREAKS –**
12 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**
13 **(PLAINTIFF HARRINGTON ON BEHALF OF HIMSELF AND ALL**
14 **AGGRIEVED EMPLOYEES)**

15 87. Plaintiffs repeat and reallege each and every paragraph above as though fully set
16 forth herein.

17 88. Labor Code § 2699(f) permits "aggrieved employees" to recover certain penalties
18 on their own behalf and on behalf of other current and former employees.

19 89. Plaintiff Harrington is an "aggrieved employee" as that term is defined in the Labor
20 Code Private Attorneys General Act of 2004 because he is a person who was employed by the
21 alleged violator and against whom one or more of the alleged violations was committed.

22 90. Plaintiff Harrington has met all of the Labor Code § 2699.3 requirements to
23 commence a civil action against Defendants for violations of Labor Code §§ 226.7, 1198, and 1199.

24 91. By the actions alleged herein, Defendants failed to authorize and permit all required
25 rest periods in violation of Labor Code §§ 226.7, 1198, and 1199.

26 92. Therefore, Plaintiff Harrington and all current and former aggrieved employees
27 demand the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 226.7,
28 1198, and 1199.

93. Plaintiff Harrington further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiffs pray for relief as set forth below.

XIII. EIGHTH CAUSE OF ACTION

(FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS)

(PLAINTIFFS ON BEHALF OF THEMSELVES AND THE CLASS)

94. Plaintiffs repeat and reallege each and every paragraph above as though fully set forth herein.

95. As alleged above, during all or some portion of the proposed class period, Defendants violated Labor Code § 226 through their practice of failing to provide their employees, including Plaintiffs and members of the proposed class, with complete and accurate itemized wage statements. Among other things, the wage statements provided by Defendants violated Labor Code § 226(a) by failing to state accurately the gross wages earned and the accurate hours worked by each employee at the correct hourly rate.

96. Under Labor Code § 226(e), Plaintiffs and members of the proposed class are entitled to recover the greater of actual damages or \$50 for the initial pay period in which a violation occurred and \$100 for each subsequent pay period in which Defendants failed to comply with the statute, up to a maximum of \$4,000 per employee.

97. Under Labor Code § 226(g), Plaintiffs are entitled to an award of attorneys' fees and costs incurred in bringing this action.

Wherefore, Plaintiffs pray for relief as set forth below.

XIV. NINTH CAUSE OF ACTION

(FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

(PLAINTIFF HARRINGTON ON BEHALF OF HIMSELF AND ALL

AGGRIEVED EMPLOYEES)

98. Plaintiffs repeat and reallege each and every paragraph above as though fully set forth herein.

106. Labor Code §§ 201 and 202 require an employer to pay its employees all wages due within the times specified by law. Labor Code § 203 provides that if an employer willfully fails to pay those wages within the times specified by Labor Code §§ 201 or 202, the employer must continue to pay the subject employees' wages day-by-day, weekends included, until the back wages are paid in full or an action is commenced, up to a maximum of thirty days of wages.

107. Defendants unfairly and unlawfully have had a policy and practice of violating Labor Code §§ 201 and 202 by failing to pay Plaintiffs and the class all wages earned during their employment within the times specified by those sections.

108. Plaintiffs and all other putative class members who ceased employment with Defendants are entitled to unpaid compensation but thus far have not received that compensation, including unpaid wages as well as premium pay for missed meal and rest periods.

109. More than 30 days have passed since Plaintiffs and certain class members left Defendants' employ.

110. Due to Defendants' willful failure to compensate Plaintiffs and putative class members timely for all hours worked as well as premium pay for missed meal and rest breaks, Plaintiffs and class members whose employment ended at any time the during the applicable limitations period preceding the original filing of this Complaint and up through the present and until compliance with the law are entitled to 30 days' wages under Labor Code § 203, together with interest.

Wherefore, Plaintiffs pray for relief as set forth below.

XVI. ELEVENTH CAUSE OF ACTION

(LABOR CODE §§ 201-203 –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

**(PLAINTIFF HARRINGTON ON BEHALF OF HIMSELF AND ALL
AGGRIEVED EMPLOYEES)**

111. Plaintiffs repeat and realleges each and every paragraph above as though fully set forth herein.

112. Labor Code § 2699(f) permits "aggrieved employees" to recover certain penalties

on their own behalf and on behalf of other current and former employees.

113. Plaintiff Harrington is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because he is a person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.

114. Plaintiff Harrington has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 201-203.

115. By their actions as alleged herein, Defendants have failed to comply with Labor Code §§ 201-203 as they relate to Plaintiff Harrington and the other aggrieved employees.

116. Therefore, Plaintiff Harrington, for himself and all current and former aggrieved employees, demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 201-203.

117. Plaintiff Harrington further seek reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiffs pray for relief as set forth below.

XVII. TWELFTH CAUSE OF ACTION

(LABOR CODE § 204 –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

(PLAINTIFF HARRINGTON ON BEHALF OF HIMSELF AND ALL

AGGRIEVED EMPLOYEES)

118. Plaintiffs repeat and reallege each and every paragraph above as though fully set forth herein.

119. Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

120. Plaintiff Harrington is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because he is a person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.

121. Plaintiff Harrington has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code § 204.

122. By their actions as alleged herein, Defendants have failed to comply with Labor Code § 204 as they relate to Plaintiff Harrington and the other aggrieved employees.

123. Therefore, Plaintiff Harrington, for himself and all current and former aggrieved employees, demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code § 204.

124. Plaintiff Harrington further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiffs pray for relief as set forth below.

PRAYER FOR RELIEF

Plaintiffs pray for relief as follows:

- i. For an order certifying this action as a class action;
- ii. For disgorgement of profits and restitution and restoration of all costs incurred, sums or property unlawfully withheld and/or losses caused by the policy and practice of failing to pay all overtime compensation and premium pay owed to Plaintiffs and the class members in violation of Business and Professions Code §§ 17200, *et seq.*;
- iii. For disgorgement of profits and restitution and restoration of all costs incurred, sums or property unlawfully withheld and/or losses caused by the policy and practice of violating Business and Professions Code §§ 17200, *et seq.* by failing to provide proper meal and rest periods and to pay all premium wages due and owing for those failures;
- iv. For compensatory damages in amounts according to proof at time of trial representing the amount of overtime wage compensation owed to Plaintiff Harrington and the class members for the policy and practice of failing to pay all wages due and owing during the applicable limitations period preceding the original filing of the Complaint and up through and including the present and until the date of compliance with the law;

- v. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff Harrington and each current and former aggrieved employee for each violation of Labor Code §§ 510, 511, 1194, 1198, and 1199 (failure to pay overtime) during the applicable limitations period preceding the original filing of the Complaint and up to and including the present and until the date of compliance with the law;
- vi. For compensatory damages in amounts according to proof at time of trial representing the amount of unpaid compensation owed to Plaintiffs and class members for missed meal and rest periods due and owing during the applicable limitations period preceding the original filing of the Complaint and up through and including the present and until the date of compliance with the law;
- vii. For civil penalties as specified by Labor Code § 2699(f) for Plaintiffs and each current or former aggrieved employee for each violation of Labor Code §§ 226.7, 512(a), 1198, and 1199 (missed meal periods and missed rest periods) during the applicable limitations period preceding the original filing of the Complaint and up to and including the present and until the date of compliance with the law;
- viii. For the statutory amounts provided by Labor Code § 226(e) for Plaintiffs and class members during the applicable limitations period preceding the original filing of this Complaint and up through and including the present and until the date of compliance with the law;
- ix. For civil penalties as specified by Labor Code § 226.3 for Plaintiff Harrington and each current or former aggrieved employee and on behalf of the State of California for each violation of Labor Code § 226(a) (failure to provide itemized wage statements) during the applicable limitations period preceding the original filing of the Complaint. (Should Labor Code § 226.3 be found not to apply to Defendants' violations of Labor Code § 226(a),

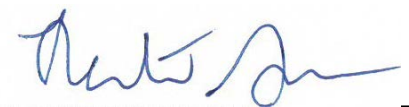
Plaintiff Harrington alternatively seeks the civil penalties specified by Labor Code § 2699(f) for Plaintiff Harrington and each current or former aggrieved employee and on behalf of the State of California for each violation of Labor Code § 226(a) (failure to provide itemized wage statements) during the applicable limitations period preceding the original filing of the Complaint.)

- x. For waiting time penalties as provided by Labor Code § 203 for Plaintiffs and class members;
- xi. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff Harrington and each current or former aggrieved employee for each violation of Labor Code §§ 201-203 (failure to pay departing employees all wages due and owing) during the applicable limitations period preceding the original filing of the Complaint and up to and including the present and until the date of compliance with the law;
- xii. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff Harrington and each aggrieved employee for each violation of Labor Code § 204 (failure to pay wages in a timely manner) during the applicable limitations period preceding the original filing of the Complaint and up to and including the present and until the date of compliance with the law;
- xiii. For reasonable attorneys' fees and costs as allowed by Labor Code §§ 218.5, 226(e), 226(g), 1194(a), 2699(g)(1) and Code of Civil Procedure § 1021.5;
- xiv. For all interest as required by Labor Code § 218.6 and other applicable law;
- xv. For all costs of this suit as allowed by law, including Labor Code §§ 218.5, 226(g), and 1194; and 2699(g)(1); and
- xvi. For such other and further relief as the Court may deem proper.

1 Dated: September 29, 2022

Respectfully submitted,

KELLER GROVER LLP

2
3
4 By:  _____

ERIC A. GROVER

ROBERT SPENCER

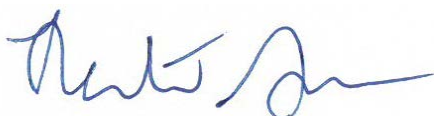
Attorneys for Plaintiffs and the Proposed Class

5
6
7
8 **JURY TRIAL DEMAND**

9 Plaintiffs demand a trial by jury as to all issues so triable.

10
11 Dated: September 29, 2022

KELLER GROVER LLP

12
13
14 By:  _____

ERIC A. GROVER

ROBERT SPENCER

Attorneys for Plaintiffs and the Proposed Class

PROOF OF SERVICE

I, KRISTY KITCHING, 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 **September 29, 2022**, in the case of *Harrington v. Creative Security Company, Inc., et al.*, Alameda County Superior Court Case No. RG21095377, I served the foregoing document(s):

SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

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.



KRISTY KITCHING

EXHIBIT 2

ERIC A. GROVER (SBN 136080)
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ROBERT W. SPENCER (SBN 238491)
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1965 Market Street
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Telephone: (415) 543-1305
Facsimile: (415) 543-7861

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/kgac/c/>) 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

incurring 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.

\\

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

27 Attorneys for Plaintiffs
28 MICHAEL HARRINGTON &
BRANDON OLDHAM

IT IS SO AGREED:

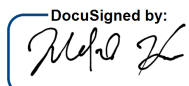
DATED: _____

CREATIVE SECURITY COMPANY, INC.

By: _____
CHUCK WALL

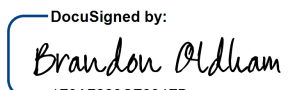
DATED: 10/3/2022

MICHAEL HARRINGTON

By:  _____
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DATED: 10/6/2022

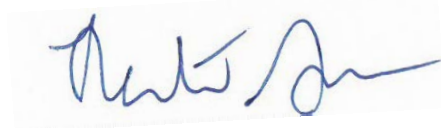
BRANDON OLDHAM

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
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.
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- 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.**

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EXHIBIT 3

ERIC A. GROVER (SBN 136080)
eagrover@kellergrover.com
ROBERT W. SPENCER (SBN 238491)
rspencer@kellergrover.com
KELLER GROVER LLP
1965 Market Street
San Francisco, California 94103
Telephone: (415) 543-1305
Facsimile: (415) 543-7861

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 himselfthemselves,
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 ~~Plaintiff~~Plaintiffs Michael Harrington (~~“Plaintiff”~~), ~~individually~~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 ~~Representative~~Representatives and Class Members, i.e., Eric A. Grover and Robert

W. Spencer of Keller Grover LLP, 1965 Market Street, San Francisco, California 94103.

F. “Class Counsel Award” means an award of attorneys’ fees, expenses, and litigation costs granted to Class Counsel and paid from the Maximum Settlement Amount in recognition of their efforts and risks in prosecuting the Action.

G. “Class Data” means information regarding Class Members that Defendant will compile from its available, existing electronic records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include all of the following information: (i) each Class Member’s full name; (ii) each Class Member’s last-known mailing address; (iii) each Class Member’s Social Security and Employee ID numbers; (iv) the number of 5-day/40 hours weeks worked by each Class Member during the Class Period; and (v) the number of 4-day/40 hours weeks worked by each Class Member during the Class Period.

H. “Class Members” means all current and former hourly security guard and mobile patrol employees who worked for Defendant in California during the Class Period.

I. “Class Period” shall mean the time period from and including April 9, 2017 through January 6, 2022.

J. “Class Representative Incentive ~~Award~~Awards/General Release ~~Payment~~Payments” means the amount that the Court authorizes to be paid to ~~Plaintiff~~Plaintiffs from the Maximum Settlement Amount, in addition to his Individual Settlement Payment and his Individual PAGA Payment, in recognition of his efforts and risks in assisting with the prosecution of the Action.

K. “Class ~~Representative~~Representatives” means the named ~~Plaintiff~~Plaintiffs, i.e., Michael Harrington- and Brandon Oldham

L. “Complaint” means the ~~operative First~~Second Amended Class and Representative Action Complaint ~~filed by Plaintiff on May 18, 2021~~file this action.

M. “Court” means the Alameda County Superior Court.

N. “Defendant” means Creative Security Company, Inc.

- O. “Defense Counsel” means Rona P. Layton, Layton Law Firm, 111 N. Market Street, #300, San Jose, California 95113.
- P. “Effective Date” shall be the later of the following: (a) if no objections to the settlement are submitted, or if any and all timely objections have been submitted and then withdrawn, then the date the Court enters the Final Approval Order; or (b) if one or more timely objections to the settlement have been submitted, 61 calendar days after the Court enters the Final Approval Order; or (c) if any appeal, writ, or other appellate proceeding opposing the Court’s Final Approval Order has been filed, five court days after any appeal, writ, or other appellate proceedings opposing the settlement have been finally and conclusively dismissed with no right to pursue further remedies or relief.
- Q. “Final Approval Order” means the Court’s order granting final approval of the Settlement.
- R. “Individual PAGA Payment” means the amount payable to each Aggrieved Employee from the PAGA Payment. An individual who is entitled to both an Individual Settlement Payment and an Individual PAGA Payment will receive one check incorporating both amounts as part of each settlement distribution.
- S. “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Settlement Class Member.
- T. “LWDA” means the California Labor & Workforce Development Agency.
- U. “LWDA Payment” means the 75% of the \$20,000 PAGA Payment (i.e., \$15,000) that will be paid to the LWDA pursuant to PAGA.
- V. “Maximum Settlement Amount” means \$510,000 plus the employer’s share of the payroll taxes, which sum includes all payments contemplated by this Agreement, including but not limited to the Individual Settlement Payments, the Individual PAGA Payments, the LWDA Payment, the Class Representative Incentive ~~Award~~Awards/General Release ~~Payment~~Payments, the Class Counsel Award, and the Settlement Administration Costs. This is a non-reversionary settlement. Except

as provided for in Paragraph III.L.2.a).(3), in no event shall Defendant be liable for more than 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 ~~Award~~Awards/General Release ~~Payment (\$7,500~~Payments (\$10,000 total), the Class Counsel Award (estimated to be ~~\$170,000~~\$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 ~~operative First~~Second Amended Complaint.

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

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- DD. “Payment Ratio – Aggrieved Employee” means the respective number of Qualified Pay Periods for each Aggrieved Employee divided by the total number of Qualified Pay Periods for all Aggrieved Employees.
- EE. “Payment Ratio” means the respective number of Qualified Weeks for each Settlement Class Member divided by the total number of Qualified Weeks for all Settlement Class Members.
- FF. “~~Plaintiff~~Plaintiffs” shall mean the named ~~Plaintiff~~Plaintiffs, i.e., Michael Harrington and Brandon Oldham.
- GG. “Preliminary Approval Order” means an order granting preliminary approval of the settlement.
- HH. “Preliminary Approval Date” means the date on which the Court enters an order granting preliminary approval of the settlement.
- II. “Qualified Pay Periods” means and includes any and all pay periods (as reflected in Defendant’s records) during which one or more Aggrieved Employees performed work for Defendant in California during the PAGA Period.
- JJ. “Qualified Weeks” means and includes any and all weeks worked (as reflected in Defendant’s records of each Class Member’s dates of employment and pay records) during which one or more Class Members performed hourly work as a security guard or mobile patrol employee for Defendant in California during the Class Period. 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.

1 KK. “Qualified Settlement Fund” or “QSF” means the qualified settlement fund that will
2 be set up by the Settlement Administrator and into which the Maximum Settlement
3 Amount shall be deposited and from which disbursements shall be made.

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

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

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

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

27 PP. “Settlement Administrator” means Phoenix Settlement Administrators.
28

1 QQ. "Settlement Class Members" means all Class Members who do not submit a valid
2 Request for Exclusion. All Settlement Class Members will automatically receive
3 an Individual Settlement Payment without the need to submit a claim form.
4 Settlement Class Members will release all of the Released Claims and be bound by
5 all terms of the settlement and any final judgment entered in this Action.

6 **II. RECITALS**

7 A. Class Certification. The Parties stipulate and agree to certification for purposes of
8 this Settlement only. This Agreement is subject to approval by the Court and is
9 made for the sole purpose of consummating settlement of the Action. Should the
10 Settlement not become final and effective as provided herein, class certification
11 shall immediately be set aside and the Settlement Class immediately decertified,
12 subject to further proceedings on the motion of any party to certify or deny
13 certification thereafter. The Parties' willingness to stipulate to class certification as
14 part of the Settlement shall have no bearing on, and shall not be admissible in or
15 considered in connection with, the issue of whether a class should be certified in a
16 non-settlement context in this Action and shall have no bearing on, and shall not be
17 admissible or considered in connection with, the issue of whether a class should be
18 certified in any other lawsuit.

19 B. Settlement Negotiations. The Parties participated in a mediation with respected
20 mediator Michael Loeb, Esq. on January 6, 2022. As part of the mediation process,
21 the Parties exchanged the information necessary to engage in productive settlement
22 negotiations. The mediated negotiations resulted in the settlement described in this
23 Stipulation to resolve this Action in its entirety.

24 C. Benefits of Settlement. ~~Plaintiff~~Plaintiffs and Class Counsel recognize the expense
25 and length of continued proceedings that would be necessary to litigate this dispute
26 through trial and through any possible appeals. ~~Plaintiff~~Plaintiffs also has taken
27 into account the uncertainty and risks regarding the outcome of further litigation
28 and the difficulties and delays inherent in any such litigation. ~~Plaintiff~~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, ~~Plaintiff~~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 ~~Plaintiff has~~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 ~~Representative contends~~Representatives contend that ~~his~~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. ~~Plaintiff contends~~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).

1 B. Limited Release By All Settlement Class Members. As of the Effective Date, in
2 exchange for the consideration set forth in this Agreement, ~~Plaintiff~~Plaintiffs and the
3 Settlement Class Members will release the Released Parties from the Released
4 Claims for the Class Period. ~~Plaintiff~~Plaintiffs and the Settlement Class Members
5 may hereafter discover facts or legal arguments in addition to or different from those
6 they now know or currently believe to be true with respect to the claims, causes of
7 action and legal theories of recovery in this Action which are the subject matter of
8 the Released Claims. Nonetheless, the discovery of new facts or legal arguments
9 shall in no way limit the scope or definition of the Released Claims, and by virtue
10 of this Agreement, ~~Plaintiff~~Plaintiffs and Settlement Class Members shall be
11 deemed to have, and, by operation of the final judgment approved by the Court shall
12 have, fully, finally, and forever settled and released all of the Released Claims as
13 defined in this Agreement.

14 C. General Release by ~~Plaintiff~~Plaintiffs Only. In addition to the release in Section
15 III.B, in exchange for the consideration set forth in this agreement, ~~Plaintiff~~
16 ~~makes~~Plaintiffs make the additional following general release of all claims, known
17 or unknown: ~~Plaintiff releases~~Plaintiffs release Defendant and the Released Parties,
18 from all claims, demands, rights, liabilities and causes of action of every nature and
19 description whatsoever, known or unknown, asserted or that might have been
20 asserted, whether in tort, contract, or for violation of any state or federal statute,
21 rule, regulation, or ordinance arising out of, relating to, or in connection with
22 ~~Plaintiff's~~Plaintiffs' employment with Defendant through the end of the Release
23 Period as well as any and all acts or omissions by or on the part of Defendant
24 through the end of the Release Period. (The release set forth in this Paragraph shall
25 be referred to hereinafter as the "~~Plaintiff's~~Plaintiffs' General Release.") With
26 respect to the ~~Plaintiff's~~Plaintiffs' General Release, the ~~Plaintiff stipulates~~Plaintiffs
27 stipulate and agrees that, upon the Effective Date, ~~Plaintiff~~Plaintiffs shall be
28 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 ~~Plaintiff's~~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 ~~operative First~~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 ~~Plaintiff~~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 ~~Plaintiff~~Plaintiffs, Settlement Class Members, Aggrieved Employees, and Defendant are not relying on any statement or representation by the Parties in this regard. ~~Plaintiff~~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 ~~Award~~Awards/General Release ~~Payment~~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, ~~Plaintiff~~Plaintiffs shall file with the Court a Motion for Preliminary Approval and supporting papers, which shall include this Agreement. ~~Plaintiff~~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 ~~Representative~~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. ~~Plaintiff~~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 settlement or have any right to object, appeal or comment thereon. Nothing in this settlement or Settlement Agreement will constitute or be construed as a waiver of any defense that Defendant or the Released Parties have or could assert against anyone who timely serves a Request for Exclusion.

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

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

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

8. Objections.

a) The Notice of Class and PAGA Action Settlement shall state that Class Members who wish to object to the settlement must mail to Settlement Administrator, at the addresses provided in the Notice of

Class and PAGA Action Settlement, a typed or written statement of objection (“Notice of Objection”) by the Response Deadline. The postmark date of mailing shall be deemed to be the exclusive means for determining whether a Notice of Objection was timely submitted.

b) Class Members who submit a timely Notice of Objection will have a right to appear at the final approval hearing in order to have their 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. ~~Plaintiff~~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 ~~Plaintiff~~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/kgac/c/>) the funds represented by any such uncashed checks.

3. Class Representative Incentive ~~Award~~Awards/General Release

~~Payment~~Payments.

- a) ~~Plaintiff~~Plaintiffs will each apply for a Class Representative Incentive Award/General Release Payment of up to \$7,500 for ~~his~~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 ~~Award~~Awards/General Release ~~Payment~~Payments shall be in addition to ~~Plaintiff's~~Plaintiffs' Individual Settlement Payment and Individual PAGA Payment.
- b) The Settlement Administrator shall pay two-thirds of the Class Representative Incentive ~~Award~~Awards/General Release ~~Payment~~Payments to ~~Plaintiff~~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 ~~Award~~Awards/General Release ~~Payment~~Payments to ~~Plaintiff~~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 ~~Award~~Awards/General Release ~~Payment~~Payments that is not awarded to the Class ~~Representative~~Representatives shall become part of the Net Settlement Amount.
- c) The Settlement Administrator shall issue an IRS Form 1099 — MISC to ~~Plaintiff~~Plaintiffs for each of ~~his~~their Class Representative Incentive ~~Award~~Awards/General Release Payments.

~~Plaintiff~~Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on the Class Representative Incentive ~~Award~~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 ~~Award~~Awards/General Release ~~Payment~~Payments.

- d) If the Court reduces or does not approve the requested Class Representative Incentive ~~Award~~Awards/General Release ~~Payment~~, ~~Plaintiff~~Payments, Plaintiffs shall not have the right to revoke this Settlement Agreement, and it will remain binding, nor will ~~Plaintiff~~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 ~~not to exceed~~slightly less than one-third of the Maximum Settlement Amount (i.e., ~~\$170,000~~ \$167,500 of the \$510,000 Maximum Settlement Amount), plus actual costs and litigation expenses estimated not to exceed \$12,000.
- b) Class Counsel, ~~Plaintiff~~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, ~~Plaintiff~~Plaintiffs and Class Counsel shall not have the right to modify or revoke the Settlement, and the Settlement will remain binding, nor will ~~Plaintiff~~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 exceed \$12,000. The Settlement Administrator shall be paid \$8,000 for the settlement administration costs no later than 28 calendar days after Defendant provides funds to the Settlement Administrator for disbursement under this Agreement. The Settlement Administrator shall be paid the remaining \$4,000 for the settlement administration costs no later than 28 calendar days after Defendant makes the second settlement payment.

M. Mutual Full Cooperation. The Parties agree to cooperate fully with each other to accomplish the terms of this Settlement Agreement, including but not limited to executing the necessary documents and taking such other action as reasonably may be necessary to implement the terms of this Settlement Agreement. As soon as practicable after executing this Settlement Agreement, Class Counsel shall, with

the assistance and cooperation of Defendant and Defense Counsel, take all necessary steps to secure the Court's Preliminary and Final Approval of this Settlement Agreement. The Parties also agree to cooperate in the settlement administration process. The Parties each represent they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest. Class Counsel also will notify Defense Counsel if subpoenaed or upon receipt of any other request for documents or information regarding any other action filed or potential action against the Released Parties that covers or includes any Settlement Class Members and the Released Claims or any Aggrieved Employees and the PAGA Released Claims.

N. Preliminary Approval Hearing. ~~Plaintiff~~Plaintiffs will request preliminary approval of the settlement, entry of a Preliminary Approval Order for preliminary approval of the proposed Agreement, and the setting of a date for a final-approval hearing. The Preliminary Approval Order shall provide for the Notice of Class and PAGA Action Settlement to be sent to all Class Members as specified in this Stipulation. In conjunction with the preliminary approval hearing, ~~Plaintiff~~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 ~~Award~~Awards/General Release ~~Payment~~Payments, the Class Counsel Award, and the Settlement Administration Costs. No later than 16 court days before the final approval hearing, ~~Plaintiff~~Plaintiffs shall file with the Court a motion for approval of the Class Representative Incentive ~~Award~~Awards/General Release ~~Payment~~Payments, the Class Counsel Award, and the Settlement Administration Costs. ~~Plaintiff~~Plaintiffs shall provide a courtesy draft of those motion papers to Defense Counsel at least five court days before filing the documents.

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

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

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

20 Q. Option to Revoke Settlement. Defendant has the unilateral right to revoke this
21 Agreement if, after the Response Deadline, the number of Class Members who have
22 submitted timely and valid written Requests for Exclusion equals at least 5% of all
23 Class Members. If Defendant exercises the option to terminate this Agreement, (a)
24 Defendant shall provide written notice to Class Counsel within 15 calendar days
25 after the Response Deadline, at which time this Agreement shall be void *ab initio*,
26 (b) Defendant shall pay all settlement administration costs incurred up through that
27 date and/or as a result of the termination, and (3) the Parties shall proceed in all
28 respects as if this Agreement had not been executed.

1 R. Interim Stay of Proceedings. Pending the final approval hearing to be conducted
2 by the Court, the Parties agree to stay all proceedings in the Action except such
3 proceedings as are necessary or desirable to implement and complete the
4 Settlement.

5 S. Nullification of Settlement Agreement. In the event that (i) the Court denies
6 preliminary approval with prejudice, (ii) the Court denies final approval with
7 prejudice, (iii) the Court does not enter a final judgment as provided in this
8 Stipulation, or (iv) the settlement does not become final for any other reason, this
9 Agreement shall be null and void and any order or judgment entered by the Court
10 in furtherance of this settlement shall be treated as void from the beginning. In such
11 a case, the Parties shall be returned to their respective statuses as of the date and
12 time immediately before the execution of this Agreement, and the Parties shall
13 proceed in all respects as if this Agreement had not been executed, except that any
14 costs already incurred by the Settlement Administrator shall be paid by equal
15 apportionment among the Parties, except as otherwise specified in Paragraph III.Q.
16 If an appeal is filed from the Court's final judgment, or any other appellate review
17 is sought, administration of the settlement shall be stayed pending final resolution
18 of the appeal or other appellate review. In that event, within 30 calendar days of
19 that notification, the Parties shall pay any costs by equal apportionment that were
20 incurred by the Settlement Administrator before it was notified of the filing of an
21 appeal from the Court's final judgment or of any other appellate review.

22 T. No Effect on Employee Benefits. Amounts paid to ~~Plaintiff~~Plaintiffs, Settlement
23 Class Members, and Aggrieved Employees under this Agreement shall be deemed
24 not to be pensionable earnings and shall not have any effect on the eligibility for,
25 or calculation of, any of the employee benefits (e.g., vacations, holiday pay,
26 retirement plans, etc.) of the ~~Plaintiff~~Plaintiffs, the Settlement Class Members, and
27 Aggrieved Employees.
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- 1 U. Headings. The descriptive headings of any paragraphs or sections of this
2 Agreement are inserted for convenience of reference only and do not constitute a
3 part of this Agreement.
- 4 V. Amendment or Modification. This Agreement may be amended or modified only
5 by a written instrument that (1) is signed by counsel for all Parties or their
6 successors-in-interest, (2) is signed by the Parties or their successors-in-interest,
7 and (3) if the Court's approval is required, is as approved by the Court.
- 8 W. Entire Agreement. This Agreement and any attached Exhibits constitute the entire
9 Agreement among these Parties. Apart from the representations, warranties and
10 covenants contained and memorialized in this Agreement and its Exhibits, no oral
11 or written representations, warranties or inducements have been made to any Party
12 concerning this Agreement or its Exhibits.
- 13 X. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant
14 and represent they are expressly authorized by the Parties whom they represent to
15 negotiate this Agreement and to take all appropriate actions required or permitted
16 to be taken by those Parties under this Agreement to effectuate its terms, and to
17 execute any other documents required to effectuate the terms of this Agreement.
18 The person signing this Agreement on behalf of Defendant represents and warrants
19 that he or she is authorized to sign this Agreement on behalf of Defendant. ~~Plaintiff~~
20 ~~represents~~ Plaintiffs represent and ~~warrants~~ warrant that ~~he is~~ they are authorized to
21 sign this Agreement and that he has not assigned or transferred to any third-party
22 or encumbered any claim, or part of a claim, demand, cause of action or any rights
23 herein released and discharged or covered by this Agreement.
- 24 Y. Binding on Successors and Assigns. The provisions of this Settlement Agreement
25 shall run in perpetuity. This Agreement shall be binding upon and inure to the
26 benefit of the successors or assigns of the Parties to this Agreement, including the
27 Settlement Class Members and the LWDA.
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- 1 Z. California Law Governs. All terms of this Agreement and its Exhibits and any
2 disputes arising under this Agreement shall be governed by and interpreted in
3 accordance with the laws of the State of California.
- 4 AA. Counterparts. This Agreement may be executed in one or more counterparts. All
5 executed counterparts and each of them shall be deemed to be one and the same
6 instrument, provided that counsel for the Parties to this Agreement shall exchange
7 among themselves copies or originals of the signed counterparts.
- 8 BB. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this
9 Settlement to be a fair, adequate and reasonable settlement of this Action and have
10 arrived at this Agreement after extensive arm's-length negotiations, taking into
11 account all relevant factors, present and potential. The Parties further agree that
12 this Settlement Agreement shall not be construed in favor of or against any Party
13 by reason of the extent to which any Party or his, her or its counsel participated in
14 the drafting of this Settlement Agreement.
- 15 CC. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction
16 with respect to the interpretation, implementation and enforcement of the terms of
17 this Agreement and all orders and judgments entered in connection therewith. The
18 Parties to this Agreement and their counsel submit to the jurisdiction of the Court
19 for purposes of interpreting, implementing and enforcing the settlement embodied
20 in this Agreement and all orders and judgments entered in connection with this
21 Agreement.
- 22 DD. Invalidity of Any Provision. Before declaring any provision of this Agreement to
23 be invalid, the Court first shall attempt to construe those provisions as valid to the
24 fullest extent possible consistent with applicable precedents so as to hold all
25 provisions of this Agreement valid and enforceable.
- 26 EE. Waiver of Certain Appeals. Provided that the Court does not materially modify the
27 terms of this Agreement, the Parties (1) agree to waive all appeals from any orders
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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, ~~Plaintiff~~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. ~~Plaintiff~~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 ~~Plaintiff~~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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IT IS SO AGREED:

1 DATED: _____

CREATIVE SECURITY COMPANY, INC.

4 By: _____
5 CHUCK WALL

7 DATED: _____

MICHAEL HARRINGTON

9 By: _____

10 DATED: _____

BRANDON OLDHAM

13 By: _____

17 **APPROVED AS TO FORM:**

19 DATED: _____

KELLER GROVER LLP

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

24 Attorneys for ~~Plaintiff~~ Plaintiffs
MICHAEL HARRINGTON &
25 BRANDON OLDHAM

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DATED: _____

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 ~~employee~~employees Michael Harrington and Brandon Oldham (“Class ~~Representative~~Representatives” or “~~Plaintiff~~Plaintiffs”) sued Creative Security Company, Inc. (“CSC” or “Defendant”) on behalf of ~~himself~~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”).
- ~~Plaintiff~~Plaintiffs and Defendant have entered a settlement agreement (“Settlement”) that settles the claims of the Class ~~Representative~~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?

~~Plaintiff~~Plaintiffs Michael Harrington and Brandon Oldham filed a ~~putative class action lawsuit~~Second Amended Complaint on ~~April 9, 2021~~_____, 2022, on behalf of ~~himself~~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 ~~operative First~~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.

The Court did not decide in favor of PlaintiffPlaintiffs 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 RepresentativeRepresentatives 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 PlaintiffPlaintiffs, 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 ~~Award: Plaintiff~~ Awards: Plaintiffs will request from the Court an award of \$7,500 for Plaintiff Harrington and \$2,500 for Plaintiff Oldham in recognition of ~~his~~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 ~~up to 33-1/3%~~approximately 32.% of the Maximum Settlement Amount (~~\$170,000~~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 ~~Representative~~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]:

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 AwardAwards, 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

Questions? Call <<CLAIM ADMIN PH NO>>

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.

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.

Questions? Call <<CLAIM ADMIN PH NO>>

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.**

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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 **October 11, 2022** in the case of *Harrington v. Creative Security Company, Inc., et al.*, Alameda County Superior Court Case Number RG21095377, I served the foregoing document(s):

**SECOND SUPPLEMENTAL DECLARATION OF ROBERT SPENCER IN
SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

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