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Attorneys for Plaintiffs Amanda Olvera and Sabrina Mendiola and the Class

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

BRANDON HAWKINS AND BRIAN
CANADY, individually, and on behalf of
others similarly situated;

Plaintiffs,

vs.

ONTEL SECURITY SERVICES, INC., a
California corporation; and DOES 1
through 100, inclusive,

Defendant.

Case No. CV-20-005404
Consolidated with Case No. CV-21-002299

Honorable John D. Freeland
Department 23

CLASS ACTION

**DECLARATION OF JONATHAN PAUL IN
SUPPORT OF PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: April 11, 2025
Time: 8:30 a.m.
Department: 23

AMANDA OLVERA and SABRINA
MENDIOLA individually, and on behalf of
other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiffs,

vs.

ONTEL SECURITY SERVICES, INC., a
California corporation; and DOES 1
through 100, inclusive,

Defendant.

Hawkins Complaint
Filed: December 3, 2020
Hawkins FAC
Filed: January 8, 2021
Olvera Complaint
Filed: April 29, 2021
Olvera FAC Filed: June 24, 2021
Olvera SAC Filed: January 5, 2022

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11 *Attorneys for Plaintiffs Brandon Hawkins and Brian Canady and Class*

1 I, Jonathan Paul, declare as follows:

2 1. I am the CEO at Xpand Legal (“Xpand”), a class action settlement administrator that has
3 been retained by the parties to serve as the Settlement Administrator for the settlement in the above
4 referenced action. Xpand is located in Irvine, California. I am over 21 years of age and am not a party
5 to this action. I am responsible for supervising the settlement services provided by Xpand for this matter.
6 The facts set forth herein are true of my own personal knowledge and I am informed and believe them
7 to be true. If called as a witness, I could and would competently testify thereto.

8 **I. EXPERIENCE**

9 2. Xpand specializes in class action notification and claims administration, including
10 telephone support and web-based support, direct mail services, claims processing, and settlement fund
11 distribution. Xpand has extensive experience in class action matters, having provided services in class
12 actions ranging in size from 17 to 350,000 Class Members. Attached hereto as **Exhibit A** is a true and
13 correct copy of Xpand’s CV, reflecting our primary competencies as they relate to class action settlement
14 administration.

15 **II. OVERVIEW OF XPAND LEGAL’S RESPONSIBILITIES**

16 3. Xpand’s responsibilities in administering the settlement in this action to date have included
17 the following: (a) Establishing a settlement Qualified Settlement Fund (“QSF”); (b) Mailing the
18 Settlement Class Notice in English and Spanish to Class Members; (c) Securing a post office box to
19 which Class Members can send Requests for Exclusions, Objections and other communications; (d)
20 Establishing a toll-free telephone number which provides Class Members with information about the
21 proposed Settlement; and (e) Establishing and maintaining a settlement administration website, which
22 provides Class Members with information about the proposed settlement, allows Class Members to view
23 and to download settlement documents.

24 **III. CLASS NOTICE**

25 4. In accordance with the Settlement Agreement, one of Xpand’s primary responsibilities
26 was to cause the Class Notice to be mailed to all known Class Members by first-class mail. On December
27 17, 2024, Xpand received from Defense Counsel a file containing 688 records, which contained the
28

1 names, addresses, phone numbers, email addresses, employment dates, and SSN for known Class
2 Members. As part of the preparation for mailing, Xpand ran all 688 records with a mailing address
3 through the National Change of Address database (NCOA) and updated all records prior to mailing. On
4 February 19, 2025, Xpand mailed a Class Notice to all 688 Class Members. A true and correct copy of
5 the mailed Class Notice is attached hereto as **Exhibit B**. As of March 18, 2025, 17 Notices had been
6 returned as undeliverable without a forwarding address. These records were sent out for skip-tracing,
7 and updated addresses were received for 17 records. Xpand promptly re-mailed Notices to those updated
8 addresses.

9 **IV. CLAIMANT COMMUNICATION**

10 5. Xpand established Post Office Box 51570, Irvine, CA 92619 to receive written
11 communication from Class Members, including correspondence, requests for exclusion or copies of
12 written objections.

13 6. As of March 18, 2025, Xpand has received zero workweek disputes.

14 7. As of March 18, 2025, Xpand has received zero timely requests for exclusion.

15 8. As of March 18, 2025, Xpand has received zero objections to the settlement.

16 9. The deadline for requesting exclusions and submit objections is April 5, 2025. Xpand will
17 be submitting a supplemental declaration after the response deadline with updated responses from Class
18 Members.

19 **V. TELEPHONE SUPPORT**

20 10. Xpand established a toll-free number to allow Settlement Class Members to call our
21 agents and answer any questions or request more information

22 11. On February 19, 2025, Xpand activated a toll-free number, 888-557-773, which allows
23 Class Members to receive information, provide answers about the settlement, and allows Class
24 Members to request a Class Notice.

25 12. As of March 18, 2025, Xpand has received 2 phone calls.

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12. The settlement administration website, www.xpandlegalcase.com/hawkins-v-ontel-security-services, was activated on February 19, 2025. This website provides Class Members with general information about the proposed settlement, makes copies of Court documents and the mailed Notice available to Class Members. As of March 18, 2025, there have been 7 hits on the settlement administration website. Screen shots of the settlement website are attached hereto as **Exhibit C**.

VII. CLASS LIST AND PRELIMINARY DISTRIBUTION CALCULATIONS

8 13. Xpand received the necessary information from Defendant for each Class Member,
9 including their names, addresses, phone numbers, email addresses, SSN and employment dates during
0 the Class Period. The Class List comprises 688 class members, with a total of 36,286 workweeks, and
1 396 aggrieved employees with a total of 10,072 pay periods.

14. Per the Settlement Agreement and Court approval, Xpand will be deducting from the Gross Settlement Amount of \$750,000.00 attorneys' fees in the amount of \$262,500.00 and costs in the amount of \$60,000.00; a Class Representative enhancement award in the amount of \$40,000.00; administration costs in an amount not to exceed \$10,000.00, and the PAGA payment of \$75,000.00, of which seventy-five percent (75%), or \$56,250.00, of this amount will be paid out to the LWDA of the State of California, and the remaining twenty-five percent (25%), or \$18,750.00, will remain included in the Net Settlement Amount. This will leave a Net Settlement Amount \$292,500.00 which will be divided by the total number of workweeks to calculate the "per week" amount among all Class Members who do not request a valid exclusion from the Class and based on pay periods for Aggrieved Employees for their portion of the PAGA Payment. The estimated amount per workweek is \$8.06 and the estimated amount per PAGA pay period is \$1.86. The average Individual Settlement Payment is approximately \$425.15. The highest Individual Settlement Payment is approximately \$3,244.38. The average Individual PAGA Payment to the Aggrieved Employees is \$47.35 and the highest Individual PAGA Payment to an Aggrieved Employee is \$215.95.

26 |||

1 I declare under penalty of perjury under the laws of the state of California that the
2 foregoing is true and correct.

3
4 Dated: March 18, 2025

5
6 
Jonathan Paul

EXHIBIT “A”

XPAND

ABOUT XPAND

Xpand is a fast-growing legal administration firm. With over 20 years of industry experience, CEO, Jonathan Paul, leverages his subject matter expertise to ensure excellence is at the core of all we do. Starting his legal administration career as a Project Manager, he later advanced into positions such as Senior Vice President at one of the largest administrators in the country and President of Sales & Marketing for a long-standing boutique firm. He now works closely with the project and case teams to ensure best in class processes are followed.

COO, Tiffany Paul, comes with over a decade of experience at one of the largest consumer goods companies in the world. Coupled with the successful launch and scale of her own startups, Tiffany brings creative solutions to a field that has a tendency to be stuck in its ways and has improved dozens of processes during her tenure running legal administration projects.

The case management team has been involved in projects spanning several practice areas, including:

- Data Breach
- Consumer Protection
- Discrimination
- Mass Tort
- PAGA
- Personal Injury
- Product Liability
- Wage and Hour
- ERISA
- Antitrust

ABOUT OUR STRATEGY

Xpand's taking a fresh look at the processes and procedures that have dominated the legal administration space for decades and quickly finding there is plenty of opportunity to innovate.

We've partnered with industry leaders in HR, IT, printing, telecom, banking, and tax reporting to build solutions that meet the needs of any project. Whether it's a small wage & hour case in need of cost effective administration or a multi-tiered mass tort case in need of sophisticated implementation, Xpand has the solution. We spend the time understanding the clients' needs before deploying the right resources in as quickly as 24 hours, allowing law firms to continue their day to day without disruption.

XPAND

ABOUT OUR SERVICES

Xpand is growing quickly and regularly adding services to our repertoire, but currently offers:

- Notification
- Project Management
- Print & Mail
- Call Center
- Legal Advertising
- Website Development
- Forms Processing
- Client Intake
- Address Location
- Data Management
- Qualified Settlement Fund (QSF) Management
- Fund Distribution
- Tax Reporting
- Medical Record Review
- Lien Resolution

ABOUT OUR EXPERIENCE

Some of the cases Xpand has managed:

- *Ramirez, et al. v. S&E Gourmet Cuts, Inc., Superior Court of California, County of San Bernardino, Case No. CIVSB2201247*
- *Johnson v Investment Concepts, Superior Court of CA, County of San Diego, Case No. 37-2022-00018300-CU-NP-CTL*
- *Chavis v. Grocery Outlet, Superior Court of California, County of Sacramento, Case No. 34-2021-00309003-CU-OE-GDS:*
- *Busby v. Mission Loans, LLC, et al., Superior Court of California, County of Los Angeles, Case No. 23STCV07682*
- *Barton v. United Development Group, Inc., Superior Court of CA County of SD, Case No. 37-2021-00039885-CU-OE-CTL*
- *Fleschert v. Cedars-Sinai Medical Center, Superior Court of California, County of Los Angeles, Case No. 19STCV05681*
- *Cruz, et al. v. Los Compadres Restaurant, Inc., Superior Court of CA, County of Los Angeles*
- *Aguero, et al. v. SR Long Beach FD, et al., Superior Court of CA, County of Los Angeles, Case No. BC650977*
- *Arizmendi v. Diamond Environmental, Superior Court of CA, County of San Diego, Case No. 37-2023-00051655-CU-OE-CTL*
- *Ascencio v. Kumar Hotels, Superior Court of CA, County of Tehama, Case No. 23C1-00020*
- *Betancur v. Pride Conveyance Systems, Inc., Superior Court of CA, County of San Benito, Case No. CU-21-000022*
- *Britton v. Rice Wings, LLC, Superior Court of Washington, County of King at Kent, Case No. 23-2-09301-1 KNT*
- *California Truck Centers, Superior Court for the State of California, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006967*
- *Calkins v. United Security, Superior Court of CA, County of Los Angeles, Case No. 20STCV35391*
- *Clayton v. Soho House, LLC, et al., Superior Court of CA, County of Los Angeles, Case No. 24SMCV02114*
- *Flores v. JR & MRP, Superior Court of CA, County of Los Angeles, Case No. 56-2021-00557205-CU-OE-VTA*

XPAND

- *Gatica-Castro v. Specialty Team Plastering, Inc.*, Superior Court of CA, County of Santa Barbara, Case No. 22CV01120
- *Guinto v. C&K Market*, Superior Court of CA, County of Siskiyou, Case No. SCCV-CVCV-2021-964
- *Hawkins, et al. v. Ontel Security Services, Inc.*, Superior Court of CA, County of Stanislaus, Case No. CV-20-005404
- *Horowitz v. Skywest Airlines, Inc.* United States District Court Northern District of CA – San Francisco, Case No, 21-CV-04674-MMC
- *Huffman v. K&M Casinos, Inc.*, Superior Court of CA, County of Sacramento, Case No. 34-2021-00300960
- *Kaiser v. Equity Residencial Management*, Superior Court of CA, County of Los Angeles, Case No. 21STCV42487
- *Lambert v. Dual Diagnosis PAGA*, Superior Court of CA, County of Los Angeles – Spring Street Courthouse, Case No. BC616149
- *Laninovich v. Bear Valley Springs*, Superior Court of CA for the County of Kern, Case No. BCV-21-102750-BCB
- *LaVia v. Curaleaf Holdings, Inc.*, Supreme Court of the State of NY, County of Nassau, Case No. 610309/2024
- *Lopez v. DH Long Point Management LLC*, Superior Court of CA, County of Los Angeles – Spring Street Courthouse, Case No. 21STCV35029
- *Mayorga, et al. v. Qualawash Holding, LLC, et al.*, Superior Court of CA, County of Los Angeles, Case No. 23STCV00914 and 23NWCV00148
- *McLane v. GoPlus Corp*, Superior Court of CA, County of San Bernadino- Civil Division-Complex, Case No. C1VDS1819150
- *Mireles v. Lodi Memorial Hospital*, Superior Court of CA, County of San Joaquin, Case No. STK-CV-UOE-2020-0004458
- *Moreno, et al. v. Infiniti Group, LLC, et al.*, Superior Court of CA, County of San Bernadino, Case No. C1VSB2223551
- *Norfleet v. RevCore Recovery Center*, Supreme Court of the State of New York, Case No. 617754/2023
- *Norris v. CG Hospitality Group, Inc.*, Superior Court of CA, County of Los Angeles, Case No. 23STCV12946
- *Pascual v. Heritage on the Marina*, Superior Court of CA, County of San Francisco, Case No. CGC-23-607790
- *Pipich, et al. v. O'Reilly Auto Enterprises, LLC, et. al.*, United States District Cour for the Southern District of CA, Case No. 3:21-cv-00120-L-JLB
- *Sanchez v. JR Pierce Plumbing*, Superior Court of CA, County of Sacramento, Case No. 34-2021-00300960-CU-OE-GDS
- *Sanchez v. MiTac Information Systems Corp., et al.*, Superior Court of CA, County of Alameda, Case No. 22CV005940
- *Santos v. Replanet Packaging*, Superior Court of CA, County of Tulare, Case No. VCU285878
- *Sim v. Maddox Resources, Inc.*, Superior Court of CA, County of Los Angeles, Case No. 22STCV20798
- *Sorensen v. P.F. Automotive*, Superior Court of CA, County of San Diego, Case No. 37-2023-0025169-CU-OE-CTL
- *Sproul v. IKEA*, Superior Court of CA, County of Kern, Case No. BCV-20-101600
- *Tellez v. Mercy Housing Management*, Superior Court of CA, County of Alameda, Case No. 23CV031003
- *Touch v. Cox Automotive*, United States District Court Eastern District of CA, Case No. 2:23-cv-09145-TLN-CSK
- *Trimmer, et al. v. Barclay Water Management, Inc.*, Supreme Court of the State of New York, New York County, Case No. 653139/24

XPAND

- *Vasquez v. PJ Farm Labor, Superior Court of CA, County of Kings, Case No. 22C-0382*
- *Wolff v. Enterprise Fleet Management, Inc., Superior Court of CA, County of Los Angeles, Case No. 23STCV16885*
- *Wright v. Home Box Office, Inc., et al, Superior Court of CA, County of Los Angeles, Case No. 21STCV19636*
- Mass Tort: Several medical device, pharmaceutical cases, natural disaster, fire and sexual abuse cases which are confidential.

EXHIBIT “B”

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

BRANDON HAWKINS and BRIAN CANADY,
individually and on behalf of all others similarly
situated; and AMANDA OLVERA and
SABRINA MENDIOLA individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

vs.

ONTEL SECURITY SERVICES, INC., a
California corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. CV-20-005404

**NOTICE OF CLASS AND PAGA ACTION
SETTLEMENT**

«FullBarcodeEncoded»
XpandRec# « XpandRec#»
«FirstName» «LastName»
«Address1» «Address2»
«City», «State» «Zip»-«ZipDPC3»

ATTENTION: all current and former hourly-paid or non-exempt employees who worked for Defendant Ontel Security Services, Inc. in California at any time from and including December 3, 2016, through August 4, 2024:

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO RECEIVE PAYMENT OR TO OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

IF YOU DO NOT WISH TO RECEIVE PAYMENT UNDER THE SETTLEMENT OR PARTICIPATE IN THE SETTLEMENT, YOU MUST REQUEST TO BE EXCLUDED FROM THE SETTLEMENT CLASS ON OR BEFORE APRIL 5, 2025.

Pursuant to the Order Granting Preliminary Approval of Class Action and PAGA Settlement of the Superior Court of the State of California in and for Stanislaus County entered on December 9, 2024, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

A class action settlement has been reached between the Parties in the above-captioned lawsuit pending in the Superior Court of the State of California for the County of Stanislaus on behalf of all current and former hourly-paid or non-exempt employees who worked for Defendant in California at any time during the Class Release Period (the time period from and including December 3, 2016, through August 4, 2024) (the "Class Members"); the Settlement Class does not include persons who submit valid Requests for Exclusion (as explained below), or who previously settled, released or received awards for claims covered by the Settlement.

The "Released Parties" as defined in the Joint Stipulation of Class Action and PAGA Settlement and Release of Claims (hereinafter "Settlement Agreement") include Defendant Ontel Security Services, Inc. and any of its former and/or current parents, subsidiaries, and any other entities that could be considered to have jointly employed the Class Members or PAGA Members, as well as each of its/their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns, or legal representatives.

You have received this notice because records indicate that you qualify as a Class Member. This notice is to advise you of how you can either participate in the Settlement or be excluded from the Settlement.

I. BACKGROUND OF THE CASE

On December 3, 2020, Plaintiff Brandon Hawkins (“Hawkins”) filed a complaint against Defendant in the Stanislaus County Superior Court on behalf of himself and other non-exempt employees who worked for Defendant in California for unpaid wages and penalties for alleged wage and hour violations of the California Labor Code, penalties for wage and hour violations under the California Private Attorneys General Act (“PAGA”), and claims under the Unfair Competition Law (the “UCL”), California Business and Professions Code section 17200, *et seq.* On January 8, 2021, Hawkins filed a First Amended Complaint (“FAC”), which added Brian Canady (“Canady”) as a plaintiff.

On April 29, 2021, Plaintiffs Amanda Olvera (“Olvera”) and Sabrina Mendiola (“Mendiola”) (collectively, “Plaintiffs”) filed a complaint against Defendant in the Stanislaus County Superior Court on behalf of themselves and other non-exempt employees who worked for Defendant in California for unpaid wages and penalties for alleged wage and hour violations under the Labor Code, the PAGA, and the UCL.

On September 23, 2024, Plaintiffs filed a Joint Stipulation to Consolidate Case Numbers CV-20-005404 and CV-21-002299, which the Court signed on the same date. Pursuant to Court’s Order to Consolidate Case Numbers CV-20-005404 and CV-21-002299 which deemed Case Number CV-20-005404 the lead case for case administration and filing purposes. The term “Action” means this putative class and representative action pending in Stanislaus County Superior Court, Case No. CV-20-005404. The “Class Release Period” means the period from and including December 3, 2016, through August 4, 2024. The “PAGA Release Period” means the time period from and including March 3, 2020, through August 4, 2024.

The Action alleges a failure to provide accurate itemized wage statements, failure to pay minimum and/or overtime wages, failure to provide off-duty meal and rest periods, failure to reimburse business expenses, failure to timely pay final wages, unfair competition, and a PAGA cause of action. The Action seeks recovery of compensatory damages, penalties, interest, and attorneys’ fees and costs. Defendant denies all claims and denies that Plaintiffs and the Class Members are entitled to any recovery, maintains that it has lawfully compensated all its employees and former employees and further maintains that the claims do not meet the requirements for class certification.

The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties have participated in extensive private settlement negotiations. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions including the complete defenses to liability potentially available to Defendant, the inherent risk of trial on the merits, the risk of denial of class certification, and the delays associated with litigation, the Parties reached a class wide and PAGA Settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Settlement, Defendant continues to deny all allegations and claims.

The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendant, which has been preliminarily approved by the Court.

As a Class Member, you have the opportunity to participate in the Settlement, or to exclude yourself (“opt out”) from the Settlement. If you worked for Defendant in California as a non-exempt employee during the PAGA Release Period, or March 3, 2020, through August 4, 2024, you will be paid your Individual PAGA Payment and release the PAGA Released Claims regardless of whether you submit a timely and valid Request for Exclusion from the Settlement.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Settlement, Defendant agrees to pay a Maximum Settlement Amount of \$750,000 for all claims, attorneys’ fees and costs, enhancement award, penalties, and settlement administration expenses (“Maximum Settlement Amount”). Deducted from this Maximum Settlement Amount will be sums approved by the Court for attorneys’ fees not to exceed thirty-five percent (35%) of the Maximum Settlement Amount, which is currently estimated to be \$262,500.00, attorneys’ costs not to exceed \$60,000.00, Enhancement Awards to each of the Class Representative not to exceed \$10,000.00, a General Release Payment to Plaintiff Mendiola for executing a broader general release, the fees and expenses of the settlement administrator estimated not to exceed \$10,000.00, and \$56,250.00 payable to the California Labor and Workforce Development Agency (“LWDA”) for alleged PAGA penalties, and \$18,750.00 to Aggrieved Employees, which will result in a “Net Settlement Amount” for distribution to all Class Members. As explained further below, the amount of each Class Member’s Individual Settlement Payment will depend on the number of weeks in which they worked as non-exempt employees during the Class Period (“Qualified Class Workweeks”).

This notice will list the number of Qualifying Class Workweeks each Class Member worked during the Class Period and his/her

estimated Settlement Award.

B. Settlement Formula, and Settlement Awards

Defendant will pay Individual Settlement Payments through a Settlement Administrator, as described below, to each Class Member who has not submitted a Request for Exclusion from the Settlement (“Settlement Class Members”). All Individual Settlement Payments will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action, that all Individual Settlement Payments payable to Settlement Class Members will be allocated from the Net Settlement Amount and paid as follows: twenty percent (20%) will be allocated to alleged unpaid wages for which IRS Forms W-2 will issue and eighty percent (80%) will be allocated to alleged unpaid penalties and interest for which IRS Forms 1099-MISC will issue. Individual PAGA Payments for the Aggrieved Employees will be paid as alleged penalties for which IRS Form 1099-MISC will issue.

Individual Settlement Payments to Settlement Class Members will be based on the number of Qualifying Class Workweeks worked by individual Settlement Class Members during the Class Period. Using the Class Data, the Settlement Administrator will calculate the total number of Qualified Class Workweeks for all Settlement Class Members. The number of Qualified Class Workweeks for each Settlement Class Member then will be divided by the total number of Qualified Class Workweeks 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.

Individual PAGA Payments to Aggrieved Employees will be calculated by the Settlement Administrator based on the number of Qualified PAGA Pay Periods worked by the Aggrieved Employees during the PAGA Period based on information to be provided by Defendant. The number of Qualified PAGA Pay Periods for each Aggrieved Employee will be divided by the total number of Qualified PAGA 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 \$18,750 portion of the PAGA Payment that is allocated for distribution to the Aggrieved Employees to calculate each Aggrieved Employee’s Individual PAGA Payment.

Receipt of an Individual Settlement Payment or Individual PAGA Payment will not entitle any Settlement Class Member or Aggrieved Employee to additional compensation or benefits under any company compensation or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendant’s Records

For each Class Member and Aggrieved Employee, the amounts payable will be calculated by Defendant and confirmed by the Settlement Administrator from Defendant’s records. Defendant’s records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator. Your estimated Class Settlement Award is \$«ClassPaymentAmt», which is based upon «ClassWorkweeks» Qualifying Class Workweeks that you worked during the Class Period. Your estimated Individual PAGA Payment is \$«PAGAPaymentAmt», which is based upon the «PAGAPayPeriods» Qualified PAGA Pay Periods that you worked during the PAGA Release Period. Defendant’s records and any additional evidence will be reviewed by the Settlement Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member or Aggrieved Employee. If a Class Member or Aggrieved Employee disputes the accuracy of Defendant’s records, all supporting documents evidencing additional workweeks must be submitted by the Class Member or Aggrieved Employee. The dispute will be resolved by the Settlement Administrator as described in Section E below.

D. Release of Claims

The Joint Stipulation of Class Action and PAGA Settlement and Release of Claims (hereinafter “Settlement Agreement”) between Plaintiffs and Defendant contains a release which releases Defendant and the Released Parties from the following claims:

As of the date of the funding of the Maximum Settlement Amount and in exchange for the consideration provided by this Settlement, Class, Plaintiffs and PAGA Representatives, and Settlement Class Members (i.e., those Class Members who do not submit a timely and valid request for exclusion from the class portion of the Settlement), and by operation of the contemplated final judgment shall have, fully, finally, and forever settled and released Defendant and the Released Parties of all claims under state, federal, or local law, arising out of the claims expressly pleaded in any operative complaint in the Actions, and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in any operative complaint in the Actions for: (1) failure to pay overtime wages under Labor Code Sections 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sections 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Section 226.7; (4) failure to pay minimum wages under Labor Code Section 1194, et seq.; (5) failure to timely pay wages upon termination under Labor Code Section 203; (6) failure to timely pay wages during employment under Labor Code Sections 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sections

226; (8) failure to keep requisite payroll records under Labor Code Sections 1174(d); (9) failure to reimburse business expenses under Labor Code Sections 2800, 2802; (10) violation of California's unfair competition law under Business and Professions Code Sections 17200 which are premised on the aforementioned claims that have arisen during the Class Release Period. The Released Class Claims exclude all other claims, including claims for workers' compensation benefits, unemployment insurance benefits, pension or retirement benefits, or any other claim or right that as a matter of law cannot be waived or released ("Released Class Claims").

The Settlement Agreement contains the following PAGA Released Claims to be released by the Aggrieved Employees:

As of the date of the funding of the Maximum Settlement Amount and in exchange for the consideration provided by this Settlement, all allegations and claims for PAGA civil penalties based on any and all underlying Labor Code violations alleged or referenced in the Complaint or in the notice letters sent to the LWDA regarding claims for PAGA civil penalties in this consolidated lawsuit or in any of the underlying lawsuits referred to in Paragraph I.A. above, as well as the Released Parties' alleged failure to provide notice pursuant to California Labor Code Section 2810.5, and failure to pay reporting time pay that arose during the PAGA Release Period.

E. Resolution of Workweek and/or Pay Period Disputes

If a Class Member or Aggrieved Employee disputes the accuracy of Defendant's records as to the number of workweeks and/or pay periods worked, any documentation supporting such dispute must be submitted to the Settlement Administrator. All workweek disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all disputes will be final and binding.

F. Class Representative Enhancement Award for the Class Representatives

Subject to approval by the Court, the Class Representatives will each receive a Class Representative Enhancement Award of up to \$10,000.00 each. These payments are intended to award Plaintiffs for their active participation in prosecution of the Action, as well as willingness to accept the risk of incurring Class Counsel's costs or paying Defendant's costs for an unsuccessful outcome in the Action. The Class Representatives also signed general releases of all claims, which is broader than the release applicable to all other Class Members, to be eligible for the Enhancement Awards. Plaintiff Mendiola will receive an additional \$10,000.00 for executed the broader general release ("General Release Payment").

G. Attorneys' Fees and Costs

As consideration for the Settlement and in exchange for the release by the Settlement Class, Defendant agrees to pay Class Counsel's attorneys' fees and costs to be set by the Court, up to a maximum of thirty-five percent (35%) of the Maximum Settlement Amount which equals \$262,500.00, and attorneys' costs not to exceed \$60,000. Class Counsel's attorneys' fees and costs will be paid and deducted from the Maximum Settlement Amount.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Excluding Yourself from the Settlement

If you do not wish to participate in the Settlement, you may be excluded (*i.e.*, "opt out") by submitting a timely written request to the Settlement Administrator stating you have received notice of the Settlement, decided not to participate in the Settlement, and desire to be excluded from the Settlement, or words to that effect ("Request for Exclusion"). The Request for Exclusion: (1) must contain the name, address, and the Employee ID number or the last four digits of the Social Security 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 lawsuits entitled *Hawkins v. Ontel Security Services, Inc.*, Case No. CV-20-005404 and *Olvera, et al. v. Ontel Security Services, Inc.*, Case No. CV-21-002299."

Hawkins v. Ontel Security Services Settlement Administrator
c/o Xpand Legal Consulting LLC
PO Box 51570
Irvine, CA 92619
(888) 557-2773
Email: classaction@xpandlegal.com

The Request for Exclusion must be postmarked no later than April 5, 2025. If you submit a Request for Exclusion which is not postmarked by April 5, 2025, your Request for Exclusion will be rejected, and you will be bound by the Release and all other Settlement terms. Please note you may only exclude yourself from the class action settlement and not from the PAGA Settlement.

Any person who submits a complete and timely Request for Exclusion shall, upon receipt by the Settlement Administrator, no

longer be a Class Member, shall be barred from participating in any portion of the Settlement relating to the class claims, shall not be entitled to object to the Settlement, shall not receive his or her portion of the Net Settlement Amount, shall not be deemed to have relinquished the Released Class Claims against the Released Parties, and, at his or her own expense, may pursue any claims he or she may have against the Released Parties.

B. Objection to Settlement

If you feel that the settlement is unfair, you may send a written objection to the Settlement Administrator. Your objection must be postmarked by no later than April 5, 2025. 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 Class Member's Employee ID number or the last four digits of the Social Security Number; and (4) the basis for the objection and any supporting documents. If you do not exclude yourself from the Settlement, you can object to the terms of the Settlement before Final Approval. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement.

However, a Class Member may appear at the Final Approval Hearing, either in person or through their own counsel, and object to the Settlement Agreement and any of its terms without submitting a prior objection in the manner and by the deadline specified above. If you choose to file an objection to the terms of this Settlement, you may enter an appearance *in propria persona* (meaning you choose to represent yourself) or through your own attorney at your own expense. To do so, you must file an Entry of Appearance with the Clerk of the Stanislaus County Superior Court, and deliver copies to the Settlement Administrator and each of the attorneys listed above. Such Entry of Appearance must be filed with the Court and delivered to the above attorneys no later than thirty (30) days after the Settlement Administrator mails this Class Notice to Class Members, or fifteen (15) calendar days after it has been re-mailed to you, whichever is later. You will then continue as a Settlement Class Member either *in propria persona* or with representation by your own attorney, and you will be solely responsible for the fees and costs of your own attorney. The final fairness hearing at which the Court will be asked to approve the Settlement will be at 8:30 a.m. (Pacific Time) on April 11, 2025, in Department 23, Superior Court of the State of California for the County of Stanislaus, 801 10th Street, Modesto, CA 95354, or such other later date as the Court may authorize.

You may also learn more about making a remote appearance in this matter by reviewing the webpage located at <https://www.stanislaus.courts.ca.gov/online-services/remote-telephonic-hearings>.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

Upon Final Approval being granted by the Court and Defendant funding the Maximum Settlement Amount, each and every Class Member, who does not opt out of the Settlement, will release Defendant and the Released Parties from the Released Class Claims as described above. In other words, if you were employed as a Class Member by Defendant in California during the Class Release Period, and you do not exclude yourself from the Settlement Class, you will be deemed to have entered into this release and to have released the above-described Released Class Claims. In addition, you will be barred from ever suing Defendant and the Released Parties with respect to the Released Class Claims covered by this Settlement. Upon Final Approval being granted and Defendant funding the Maximum Settlement Amount, Aggrieved Employees will release Defendant and the Released Parties from the Released PAGA Claims regardless of whether they opted out as a Class Member. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 23 of the Superior Court of the State of California in and for the County of Stanislaus, 801 10th Street, 6th Floor, Modesto, California 95354, on April 11, 2025 at 8:30 a.m. (Pacific Time), to determine whether the Settlement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, the costs of administration, and the Class Representative Enhancement Awards to be paid to the Class Representatives. Class Counsel's application for attorneys' fees and litigation costs will be on file with the Court no later than March 19, 2025, and will be available for review after that date. Class Counsel are seeking approval of a total of not more than thirty-five percent (35%) of the Settlement for attorneys' fees, which equals \$262,500.00, and not more than \$60,000 for attorneys' costs.

The hearing may be continued without further notice to the Settlement Class. It is not necessary for you to appear at this hearing, unless you wish to object to the Settlement.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed Joint Stipulation of Class Action and PAGA Settlement and Release of Claims between Plaintiffs and Defendant ("Settlement Agreement") which is on file with the Clerk of the Court. The pleadings and other records in this Action, including the Settlement Agreement, may be examined at any time during regular business hours at the Office of the Clerk of the

Stanislaus County Superior Court, at 7801 10th Street, 4th Floor, Modesto, California 95354. You may also visit www.xpandlegalcase.com/hawkins-v-ontel-security-services which will include links to the Settlement Agreement, Class Notice, Motions for Preliminary and Final Approval, and Motion for Attorneys' Fees as they become available. If you want additional information about this lawsuit and its proceedings, you can contact Class Counsel:

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Joanna Ghosh
Elizabeth Parker-Fawley
Ryan Slinger
LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR
INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.
BY ORDER OF THE SUPERIOR COURT**

**TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA
POR EL CONDADO DE STANISLAUS**

BRANDON HAWKINS y BRIAN CANADY, individualmente y en nombre de todos los demás en situación similar; y AMANDA OLVERA y SABRINA MENDIOLA individualmente, y en nombre de otros miembros del público general en situación similar y en nombre de otros empleados agraviados en virtud de la Ley General de Abogados Privados de California (PAGA);

Demandantes,

contra

ONTEL SECURITY SERVICES, INC., una corporación de California; y OTROS del 1 al 50, inclusive,

Demandados.

Caso N.º CV-20-005404

**AVISO DE ACUERDO DE DEMANDA
COLECTIVA Y PAGA**

«FullBarcodeEncoded»
XpandRec# « XpandRec#»
«FirstName» «LastName»
«Address1» «Address2»
«City», «State» «Zip»-«ZipDPC3»

ATENCIÓN: todos los empleados actuales y anteriores pagados por hora o no exentos que trabajaron para el Demandado Ontel Security Services, Inc. en California en algún momento desde el 3 de diciembre de 2016 hasta el 4 de agosto de 2024 inclusivos.

POR FAVOR, LEA ESTE AVISO DETENIDAMENTE. ESTE AVISO TRATA DE UN ACUERDO PROPUESTO DE LITIGIO DE DEMANDA COLECTIVA. SI USTED ES UN MIEMBRO DEL COLECTIVO, CONTIENE INFORMACIÓN IMPORTANTE SOBRE SU DERECHO A RECIBIR UN PAGO O A EXCLUIRSE DEL ACUERDO SEGÚN LOS PROCEDIMIENTOS QUE SE DESCRIBEN A CONTINUACIÓN.

SI NO DESEA RECIBIR UN PAGO EN VIRTUD DEL ACUERDO O NO PARTICIPAR EN EL ACUERDO, DEBE SOLICITAR SER EXCLUIDO DEL COLECTIVO DEL ACUERDO NO MÁS TARDE DEL 5 DE ABRIL DE 2025.

De conformidad con la Orden que otorga la aprobación preliminar de la demanda colectiva y el acuerdo PAGA del Tribunal Superior del Estado de California en y por el condado de Stanislaus inscrita el 9 de diciembre de 2024, POR LA PRESENTE SE LE NOTIFICA LO SIGUIENTE:

Se ha llegado a un acuerdo de demanda colectiva entre las Partes en la demanda mencionada anteriormente pendiente en el Tribunal Superior del Estado de California por el Condado de Stanislaus en nombre de todos los empleados actuales y anteriores pagados por hora o no exentos que trabajaron para el Demandado en California en algún momento durante el Período de Liberación del Colectivo (el período de tiempo desde el 3 de diciembre de 2016 hasta el 4 de agosto de 2024, inclusivos) (los "Miembros del Colectivo"); el Colectivo del Acuerdo no incluye a las personas que presenten Solicitudes de Exclusión válidas (como se explica a continuación), o que previamente hayan resuelto, liberado o recibido indemnizaciones por reclamaciones cubiertas por el Acuerdo.

Las "Partes Liberadas", tal como se definen en la Estipulación Conjunta de la Demanda Colectiva, y el Acuerdo y Liberación de Reclamaciones de PAGA (en adelante, el "Acuerdo de Resolución") incluyen al Demandado Ontel Security Services, Inc. y cualquiera de sus matrices, subsidiarias y cualquier otra entidad anteriores y/o actuales que puedan considerarse haber empleado conjuntamente a los Miembros del Colectivo o a los Miembros de PAGA. así como a cada uno de sus funcionarios, directores, gerentes, propietarios, ejecutivos, socios, empleados de nivel ejecutivo, accionistas, agentes, abogados y cualquier otro predecesor, sucesor, cesionario o representante legal.

Usted ha recibido este aviso porque los registros indican que califica como Miembro del Colectivo. Este aviso es para informarle sobre cómo puede participar en el Acuerdo o excluirse del mismo.

I. ANTECEDENTES DEL CASO

El 3 de diciembre de 2020, el Demandante Brandon Hawkins ("Hawkins") interpuso una demanda contra el Demandado en el Tribunal Superior del Condado de Stanislaus en su nombre y en el de otros empleados no exentos que trabajaron para el Demandado en California por salarios no pagados y sanciones por presuntas violaciones de salarios y horas del Código Laboral de California, sanciones por violaciones de salarios y horas en virtud de la Ley de Fiscales Generales Privados de California ("PAGA"), y reclamaciones en virtud de la Ley de Competencia Desleal (la "UCL"), Código de Negocios y Profesiones de California, artículo 17200 y siguientes. El 8 de enero de 2021, Hawkins presentó una Primera Demanda Enmendada ("FAC"), que agregó a Brian Canady ("Canady") como demandante.

El 29 de abril de 2021, las Demandantes Amanda Olvera ("Olvera") y Sabrina Mendiola ("Mendiola") (colectivamente, "Demandantes") presentaron una demanda contra el Demandado en el Tribunal Superior del Condado de Stanislaus en su nombre y en el de otros empleados no exentos que trabajaron para el Demandado en California por salarios no pagados y sanciones por presuntas violaciones de salarios y horas según el Código Laboral, la PAGA, y la UCL.

El 23 de septiembre de 2024, los Demandantes presentaron una Estipulación Conjunta para Consolidar los Casos N.ºs CV-20-005404 y CV-21-002299, que el Tribunal firmó en la misma fecha. De conformidad con la Orden del Tribunal para Consolidar los Casos N.ºs CV-20-005404 y CV-21-002299, que consideraron el Caso N.º CV-20-005404 como el caso principal para fines de administración y presentación de casos. El término "Acción" se refiere a esta supuesta acción colectiva y representativa pendiente en el Tribunal Superior del Condado de Stanislaus, Caso N.º CV-20-005404. El "Período de Liberación del Colectivo" significa el período comprendido entre el 3 de diciembre de 2016 y el 4 de agosto de 2024 inclusivos. El "Período de Liberación de PAGA" significa el período de tiempo desde el 3 de marzo de 2020 hasta el 4 de agosto de 2024 inclusivos.

La Acción alega no proporcionar estados de salarios detallados y precisos, no pagar salarios mínimos y/u horas extras, no proporcionar períodos de comida y descanso fuera de servicio, no reembolsar los gastos comerciales, no pagar oportunamente los salarios finales, competencia desleal y una causa de acción de PAGA. La Acción solicita la recuperación de daños compensatorios, sanciones, intereses y honorarios y costos de abogados. El Demandado niega todas las reclamaciones y niega que los Demandantes y los Miembros del Colectivo tengan derecho a alguna recuperación, sostiene que ha compensado legalmente a todos sus empleados y ex empleados y además sostiene que las reclamaciones no cumplen con los requisitos para la certificación del colectivo.

La Acción ha sido litigada activamente. Se han llevado a cabo investigaciones en curso y ha habido un intercambio de amplia documentación e información. Además, las Partes han participado en extensas negociaciones privadas. Basándose en las negociaciones y en todos los hechos y circunstancias conocidos, incluidos los diversos riesgos e incertidumbres relacionados con las acciones legales, incluidas las defensas completas de responsabilidad potencialmente disponibles para el Demandado, el riesgo inherente del juicio en cuanto a los fundamentos, el riesgo de la denegación de la certificación colectiva y las demoras asociadas con el litigio, las Partes llegaron a un Acuerdo colectivo y de PAGA. Al llegar a un acuerdo, las Partes evitarán los riesgos asociados con un proceso de litigio prolongado. A pesar de acordar y apoyar el Acuerdo, el Demandado continúa negando todas las acusaciones y reclamaciones.

Desde entonces, las Partes han formalizado una Estipulación Conjunta de Demanda Colectiva y Acuerdo y Liberación de PAGA entre el Demandante y el Demandado, que ha sido aprobada preliminarmente por el Tribunal.

Como Miembro del Colectivo, usted tiene la oportunidad de participar o de excluirse ("optar por no participar") del Acuerdo. Si trabajó para el Demandado en California como empleado no exento durante el Período de Liberación de PAGA, o del 3 de marzo de 2020 al 4 de agosto de 2024, se le pagará su Pago Individual de PAGA y liberará las Reclamaciones Liberadas de PAGA, independientemente de si presenta una Solicitud de Exclusión del Acuerdo oportuna y válida.

II. RESUMEN DEL ACUERDO PROPUESTO

A. El Monto del Acuerdo

Bajo los términos del Acuerdo, el Demandado acepta pagar un Monto Máximo del Acuerdo de \$750,000 por todas las reclamaciones, honorarios y costos de abogados, adjudicación de mejoras, sanciones y gastos de administración del Acuerdo ("Monto Máximo del Acuerdo"). De este Monto Máximo del Acuerdo se deducirán las cantidades aprobadas por el Tribunal para los honorarios de los abogados que no excedan del treinta y cinco por ciento (35%) del Monto Máximo del Acuerdo, que actualmente se estima en \$262,500.00, los costos de los abogados que no excedan los \$60,000.00, las Adjudicaciones de Mejora a cada uno de los Representantes del Colectivo que no excedan los \$10,000.00, un Pago de Liberación General al Demandante Mendiola por ejecutar una liberación general más amplia, los honorarios y gastos del administrador del acuerdo estimados no exceder los \$10,000.00, y \$56,250.00 para pagar a la Agencia del Desarrollo de la Fuerza Laboral de California ("LWDA") por las supuestas sanciones de PAGA, y \$18,750.00 a

los Empleados Agraviados, lo que resultará en un "Monto Neto del Acuerdo" para distribuir a todos los Miembros del Colectivo. Como se explica más adelante, el monto del Pago Individual del Acuerdo de cada Miembro del Colectivo dependerá de la cantidad de semanas en las que trabajaron como empleados no exentos durante el Período del Colectivo ("Semanas Laborales del Colectivo Calificadas").

Este aviso incluirá el número de Semanas Laborables del Colectivo Calificadas que cada Miembro del Colectivo trabajó durante el Período del Colectivo y su Adjudicación estimada del Acuerdo.

B. Fórmula del Acuerdo y Adjudicaciones

El Demandado efectuará los Pagos Individuales del Acuerdo a través de un Administrador del Acuerdo, como se describe a continuación, a cada Miembro del Colectivo que no haya presentado una Solicitud de Exclusión del Acuerdo ("Miembros del Colectivo del Acuerdo"). Todos los Pagos Individuales del Acuerdo estarán sujetos a los impuestos correspondientes. Las Partes han acordado, basándose en las alegaciones de la Acción, que todos los Pagos Individuales del Acuerdo pagaderos a los Miembros del Colectivo del Acuerdo se distribuirán del Monto Neto del Acuerdo y se pagarán de la siguiente manera: el veinte por ciento (20%) se asignará a los supuestos salarios no pagados por lo que se emitirán Formularios W-2 del IRS y el ochenta por ciento (80%) se asignará a las supuestas sanciones e intereses no pagados por lo que se emitirán Formularios 1099-MISC del IRS. Los Pagos Individuales de PAGA para los Empleados Agraviados se pagarán como supuestas sanciones por las cuales se emitirá un Formulario 1099-MISC del IRS.

Los Pagos Individuales del Acuerdo a los Miembros del Colectivo del Acuerdo se basarán en la cantidad de Semanas Laborales del Colectivo Calificadas trabajadas por los Miembros individuales del Colectivo del Acuerdo durante el Período del Colectivo. Utilizando los datos del Colectivo, el Administrador del Acuerdo calculará el número total de Semanas Laborales del Colectivo Calificadas para todos los Miembros del Colectivo del Acuerdo. El número de Semanas Laborales Calificadas del Colectivo para cada Miembro del Colectivo del Acuerdo se dividirá entre el número total de Semanas Laborales del Colectivo Calificado para todos los Miembros del Colectivo del Acuerdo. El resultado de esa división será la "Proporción de Pago" para cada Miembro del Colectivo del Acuerdo. A continuación, la Proporción de Pago de cada Miembro del Colectivo del Acuerdo se multiplicará por el Monto Neto del Acuerdo para calcular la porción correspondiente al Miembro del Colectivo del Acuerdo del Monto Neto del Acuerdo.

El Administrador del Acuerdo calculará los Pagos Individuales de PAGA para los Empleados Agraviados en función de la cantidad de Períodos de Pago de PAGA Calificados trabajados por los Empleados Agraviados durante el Período de PAGA dependiendo de la información que proporcionará el Demandado. El número de Períodos de Pago Calificados de PAGA para cada Empleado Agraviado se dividirá entre el número total de Períodos de Pago Calificados de PAGA para todos los Empleados Agraviados. El resultado de esa división será la Proporción de Pago para cada Empleado Agraviado. La Proporción de Pago de cada Empleado Agraviado se multiplicará por la porción de \$18,750 del Pago PAGA que se asigna para su distribución a los Empleados Agraviados para calcular el Pago PAGA Individual de cada Empleado Agraviado.

El recibimiento de un Pago Individual del Acuerdo o un Pago Individual de PAGA no dará derecho a ningún Miembro del Colectivo del Acuerdo o Empleado Agraviado a una compensación o beneficios adicionales en virtud de ningún plan o acuerdo de compensación o beneficios de la empresa vigente durante el período cubierto por el Acuerdo.

C. Los cálculos se basarán en los registros del Demandado

Para cada Miembro del Colectivo y Empleado Agraviado, los montos pagaderos serán calculados por el Demandado y confirmados por el Administrador del Acuerdo a partir de los registros del Demandado. Se considerará que los registros del Demandado son correctos a menos que se proporcionen pruebas de lo contrario al Administrador del Acuerdo. Su Adjudicación estimada del Acuerdo Colectivo es de \$«ClassPaymentAmt», que se basa en las «ClassWorkweeks» Semanas Laborales del Colectivo Calificadas en las que trabajó durante el Período del Colectivo. Su Pago Individual de PAGA estimado es de \$«PAGAPaymentAmt», que se basa en los «PAGAPayPeriods» Períodos de Pago Calificados de PAGA que trabajó durante el Período de Liberación de PAGA. Los registros del Demandado y cualquier prueba adicional serán revisados por el Administrador del Acuerdo en caso de una disputa sobre la cantidad de semanas laborales trabajadas por un Miembro del Colectivo o un Empleado Agraviado individual. Si un Miembro del Colectivo o un Empleado Agraviado disputa la exactitud de los registros del Demandado, el Miembro del Colectivo o el Empleado Agraviado debe presentar todos los documentos de respaldo que muestren las semanas laborales adicionales. El Administrador del Acuerdo resolverá la disputa tal como se describe en la Sección E a continuación.

D. Liberación de las reclamaciones

La Estipulación Conjunta de la Demanda Colectiva y el Acuerdo y Liberación de Reclamaciones de PAGA (en adelante, "Acuerdo de Resolución") entre los Demandantes y el Demandado contiene una liberación que libera al Demandado y a las Partes Liberadas de las siguientes reclamaciones:

A partir de la fecha de financiación del Monto Máximo del Acuerdo y a cambio de la contraprestación proporcionada por este Acuerdo, el Colectivo, los Demandantes y los Representantes de PAGA, y los Miembros del Colectivo del Acuerdo (es decir, aquellos

Miembros del Colectivo que no presenten una solicitud oportuna y válida de exclusión de la parte colectiva del Acuerdo), y en virtud de la sentencia definitiva contemplada resolverán y liberarán, completa, finalmente y para siempre, al Demandado y a las Partes Liberadas de todas las reclamaciones en virtud de la ley estatal, federal o local, que surjan de las reclamaciones expresamente alegadas en cualquier demanda operativa en las Acciones, y todas las demás reclamaciones, como las del Código Laboral de California, las Órdenes de Salario, las regulaciones y/u otras disposiciones de la ley, que podrían haberse afirmado en cuanto a los hechos alegados en cualquier demanda operativa en las Acciones por: (1) no pagar los salarios por horas extras conforme a los artículos 510 y 1198 del Código Laboral; (2) no proporcionar períodos de comida y/o no pagar las primas del período de comida según los artículos 226.7, 512 del Código Laboral; (3) no proporcionar períodos de descanso y/o no pagar primas de períodos de descanso conforme al artículo 226.7 del Código Laboral; (4) no pagar salarios mínimos conforme al artículo 1194 del Código Laboral, y *siguientes*; (5) no pagar oportunamente los salarios en el momento de la terminación del empleo, conforme al artículo 203 del Código Laboral; (6) no pagar oportunamente los salarios durante el empleo conforme a los artículos 204, 210 del Código Laboral; (7) no proporcionar estados de salarios precisos y detallados conforme al artículo 226 del Código Laboral; (8) no mantener los registros de nómina requeridos conforme a los artículos 1174(d) del Código Laboral; (9) no reembolsar los gastos comerciales conforme a los artículos 2800, 2802 del Código Laboral; (10) violación de la ley de competencia desleal de California en virtud del artículo 17200 del Código de Negocios y Profesiones, que se basa en las reclamaciones antes mencionadas que hayan surgido durante el Período de Liberación del Colectivo. Las Demandas Colectivas Liberadas excluyen todas las demás reclamaciones, incluidas las reclamaciones de beneficios de compensación para trabajadores, beneficios del seguro de desempleo, beneficios de pensión o jubilación, o cualquier otra reclamación o derecho que, como cuestión de derecho, no pueda ser renunciado o liberado ("Reclamaciones Colectivas Liberadas").

El Acuerdo de Resolución contiene las siguientes Reclamaciones Liberadas de PAGA que deben ser liberadas por los Empleados Agraviados:

A partir de la fecha de financiación del Monto Máximo del Acuerdo y a cambio de la contraprestación proporcionada por este Acuerdo, todas las alegaciones y reclamaciones de sanciones civiles de PAGA basadas en todas y cada una de las violaciones subyacentes del Código Laboral alegadas o a las que se hace referencia en la Demanda o en las cartas de notificación enviadas a la LWDA con respecto a las reclamaciones de sanciones civiles de PAGA en esta demanda consolidada o en cualquiera de las demandas subyacentes a las que se hace referencia en el párrafo I.A. anterior, así como supuestamente no proporcionar notificación de las Partes Liberadas de conformidad con el artículo 2810.5 del Código Laboral de California, y no pagar por el tiempo de presentación al trabajo que surgió durante el Período de Liberación de PAGA.

E. Resolución de disputas sobre las semanas laborales y/o los períodos de pago

Si un Miembro del Colectivo o un Empleado Agraviado disputa la exactitud de los registros del Demandado en cuanto a la cantidad de semanas laborales y/o períodos de pago trabajados, deberá enviar al Administrador del Acuerdo cualquier documentación que respalde dicha disputa. El Administrador del Acuerdo resolverá y decidirá todas las disputas de las semanas laborales y la decisión del Administrador del Acuerdo sobre todas las disputas será definitiva y vinculante.

F. Adjudicación de Mejora de Representante del Colectivo para los Representantes del Colectivo

Sujeto a la aprobación del Tribunal, cada uno de los Representantes del Colectivo recibirá una Adjudicación de Mejora de Representante del Colectivo de hasta \$10,000.00 cada uno. Estos pagos están destinados a reconocer a los Demandantes por su participación activa en el enjuiciamiento de la Acción, así como por su voluntad de aceptar el riesgo de incurrir en los costos de los Abogados del Colectivo o pagar los costos del Demandado por un resultado negativo en la Acción. Los Representantes del Colectivo también firmaron liberaciones generales de todas las reclamaciones, que es más amplia que la liberación aplicable a todos los demás Miembros del Colectivo, para ser elegibles para las Adjudicaciones de Mejora. El demandante Mendiola recibirá \$10,000.00 adicionales por ejecutar la liberación general más amplia ("Pago de liberación general").

G. Honorarios y costos de abogados

Como contraprestación por el Acuerdo y a cambio de la liberación por parte del Colectivo del Acuerdo, el Demandado acepta pagar los honorarios y costos de los abogados del Colectivo que fije el Tribunal, hasta un máximo del treinta y cinco por ciento (35%) del Monto Máximo del Acuerdo, que equivale a \$262,500.00, y los costos de los abogados que no excedan los \$60,000. Los honorarios y costos de abogados de los Abogados del Colectivo se pagarán y deducirán del Monto Máximo del Acuerdo.

III. ¿CUÁLES SON SUS DERECHOS COMO MIEMBRO DEL COLECTIVO?

A. Excluirse del Acuerdo

Si no desea participar en el Acuerdo, puede excluirse (es *decir*, "optar por no participar") presentando oportunamente una solicitud por escrito al Administrador del Acuerdo en la que se indique que ha recibido una notificación del Acuerdo, que ha decidido no participar en el Acuerdo y que desea ser excluido del mismo, o palabras en ese sentido ("Solicitud de Exclusión"). La Solicitud de

Exclusión: (1) debe incluir el nombre, la dirección y el número de identificación del empleado o los últimos cuatro dígitos del Número de Seguro Social de la persona que solicita la exclusión; (2) debe estar firmada por el Miembro del Colectivo; (3) debe tener matasellos de la Fecha Límite de Respuesta a más tardar y ser devuelto al Administrador del Acuerdo a la dirección postal especificada; y (4) debe incluir una notificación escrita a máquina o a mano que indique en esencia: "Deseo optar por no participar en el acuerdo de la demandas colectivas tituladas Hawkins v. Ontel Security Services, Inc., Caso N.º CV-20-005404 y Olvera, et al. v. Ontel Security Services, Inc., Caso N.º CV-21-002299".

Hawkins v. Ontel Security Services Settlement Administrator
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La solicitud de exclusión debe tener matasellos del 5 de abril de 2025 a más tardar. Si presenta una Solicitud de Exclusión que no tenga matasellos del 5 de abril de 2025 o antes, su Solicitud de Exclusión será rechazada y estará sujeto a la Liberación y a todos los demás términos del Acuerdo. Tenga en cuenta que solo puede excluirse del acuerdo de demanda colectiva y no del Acuerdo de PAGA.

Cualquier persona que presente una Solicitud de Exclusión completa y oportuna, una vez recibida por el Administrador del Acuerdo, dejará de ser Miembro del Colectivo, se le prohibirá participar en cualquier parte del Acuerdo relacionada con las reclamaciones colectivas, no tendrá derecho a objetar al Acuerdo, no recibirá su parte del Monto Neto del Acuerdo, no se considerará haber renunciado a las Reclamaciones Colectivas Liberadas contra las Partes Liberadas y, podrá presentar, a su cargo, cualquier reclamación que pueda tener contra las Partes Liberadas.

B. Objeción al Acuerdo

Si considera que el acuerdo no es justo, puede enviar una objeción por escrito al Administrador del Acuerdo. Su objeción debe tener matasellos del 5 de abril de 2025 a más tardar. El Aviso de Objeción debe estar firmado por el Miembro del Colectivo e indicar (1) el nombre y el número del caso; (2) el nombre del Miembro del Colectivo; (3) la dirección del Miembro del Colectivo; (4) el número de identificación de empleado del Miembro del Colectivo o los últimos cuatro dígitos de su Número de Seguro Social; y (4) el fundamento de la objeción y los documentos de respaldo. Si no se excluye del Acuerdo, puede objetar a los términos del Acuerdo antes de la Aprobación Final. Sin embargo, si el Tribunal rechaza su objeción, usted seguirá estando obligado por los términos del Acuerdo.

Sin embargo, un Miembro del Colectivo puede comparecer en la Audiencia de Aprobación Final, ya sea en persona o a través de su propio abogado, y objetar al Acuerdo de Resolución y cualquiera de sus términos sin presentar una objeción previa en la forma y en el plazo especificados anteriormente. Si decide presentar una objeción a los términos de este Acuerdo, puede presentar una comparecencia *in propria persona* (lo que significa que elige representarse a sí mismo) o a través de su propio abogado a su propio costo. Para hacerlo, debe presentar una Solicitud de Comparecencia ante el Secretario del Tribunal Superior del Condado de Stanislaus y entregar copias al Administrador del Acuerdo y a cada uno de los abogados indicados anteriormente. Dicha Solicitud de Comparecencia debe presentarse ante el Tribunal y entregarse a los abogados mencionados anteriormente no más tarde de los treinta (30) días después de que el Administrador del Acuerdo envíe por correo esta Notificación de la Demanda Colectiva a los Miembros del Colectivo, o quince (15) días naturales después de que se le haya vuelto a enviar, lo que ocurra más tarde. Después continuará como Miembro del Colectivo de Resolución, ya sea *de propria persona* o con la representación de su propio abogado, y será el único responsable de los honorarios y costos de su propio abogado. La audiencia final de equidad en la que se le pedirá al Tribunal que apruebe el Acuerdo se llevará a cabo a las 8:30 a.m. (hora del Pacífico) el 11 de abril de 2025, en la Sala 23 del Tribunal Superior del Estado de California por el Condado de Stanislaus, 801 10th Street, Modesto, CA 95354, o en cualquier otra fecha posterior que el Tribunal pueda autorizar.

También puede obtener más información sobre cómo hacer una comparecencia remota en este asunto consultando la página web ubicada en <https://www.stanislaus.courts.ca.gov/online-services/remote-telephonic-hearings>.

IV. EFFECTO DEL ACUERDO: DERECHOS Y RECLAMACIONES LIBERADOS

Una vez que el Tribunal y el Demandado otorguen la Aprobación Final para financiar el Monto Máximo del Acuerdo, todos y cada uno de los Miembros del Colectivo que no se excluyan del Acuerdo, liberarán al Demandado y a las Partes Liberadas de las Reclamaciones Colectivas Liberadas como se describe anteriormente. En otras palabras, si el Demandado lo contrató como Miembro del Colectivo en California durante el Período de Liberación del Colectivo, y no se excluye del Colectivo del Acuerdo, se considerará que ha concertado esta liberación y que ha liberado las Reclamaciones Colectivas Liberadas descritas anteriormente. Además, se le prohibirá demandar al Demandado y a las Partes Liberadas con respecto a las Reclamaciones Colectivas Liberadas cubiertas por este Acuerdo. Una vez que se otorgue la Aprobación Final y el Demandado financie el Monto Máximo del Acuerdo, los Empleados Agraviados liberarán al Demandado y a las Partes Liberadas de las Reclamaciones PAGA Liberadas, independientemente de si se

excluyeron como Miembros del Colectivo. Si el Tribunal no aprueba el Acuerdo o no se convierte en definitivo por alguna otra razón, el litigio continuará.

V. AUDIENCIA DE APROBACIÓN FINAL DEL ACUERDO

El Tribunal celebrará una audiencia en la Sala 23 del Tribunal Superior del Estado de California en y por el Condado de Stanislaus, 801 10th Street, 6th Floor, Modesto, California 95354, el 11 de abril de 2025 a las 8:30 a.m. (hora del Pacífico), para determinar si el Acuerdo debe aprobarse finalmente como justo, razonable y adecuado. También se le pedirá al Tribunal que apruebe la solicitud de los Abogados del Colectivo de que se paguen los honorarios y costos de los abogados, los costos de administración y las Adjudicaciones de Mejora de los Representantes del Colectivo. La solicitud de los Abogados del Colectivo de honorarios de abogados y costos de litigio se archivará en el Tribunal no más tarde del 19 de marzo de 2025 y estará disponible para su revisión después de esa fecha. Los Abogados del Colectivo solicitan la aprobación de un total de no más del treinta y cinco por ciento (35%) del Acuerdo para los honorarios de los abogados, que equivale a \$262,500.00, y no más de \$60,000 para los costos de los abogados.

La audiencia puede continuar sin previo aviso al Colectivo del Acuerdo. No es necesario que comparezca en esta audiencia, a menos que desee objetar al Acuerdo.

VI. INFORMACIÓN ADICIONAL

Lo anterior es un resumen de los términos básicos del Acuerdo. Para conocer los términos y condiciones precisos del Acuerdo, debe consultar la Estipulación Conjunta detallada de la Demanda Colectiva y el Acuerdo PAGA y la Liberación de Reclamaciones entre los Demandantes y el Demandado ("Acuerdo de Resolución") que se encuentra en los archivos del Secretario del Tribunal. Los alegatos y otros registros en esta Acción, incluido el Acuerdo de Resolución, pueden examinarse en cualquier momento durante el horario laboral habitual en la Oficina del Secretario del Tribunal Superior del Condado de Stanislaus, en 7801 10th Street, 4th Floor, Modesto, California 95354. También puede visitar www.xpandlegalcase.com/hawkins-v-ontel-security-services que incluirá enlaces al Acuerdo de Resolución, el Aviso del Colectivo, las Mociones de Aprobación Preliminar y Final y la Moción de Honorarios de Abogados a medida que estén disponibles. Si desea información adicional sobre esta demanda y sus procedimientos, puede ponerse en contacto con los Abogados del Colectivo:

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**POR FAVOR, NO LLAME POR TELÉFONO AL TRIBUNAL O A LA OFICINA DEL SECRETARIO PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO O EL PROCESO DE RECLAMACIÓN.
POR ORDEN DEL TRIBUNAL SUPERIOR.**

EXHIBIT “C”

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF STANISLAUS

Case No.: CV-20-005404

Consolidated with Case No.: CV-21-002299

CLASS ACTION & PAGA SETTLEMENT

Important Dates and Deadlines

Deadline to postmark any Opt-Out: April 5, 2025

Deadline to postmark any Objection: April 5, 2025

Final Approval Hearing: April 11, 2025 at 08:30 a.m. in Dept 23

Case Documents

[Settlement Agreement](#)

[Class Notice](#)

[Order Granting Final Approval](#)

[Notice of Accrual](#)

Contact Information

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