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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

MATTHEW WILLIAMS, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

PALAMERICAN SECURITY (CALIFORNIA)
INC., a Delaware corporation;
PALAMERICAN SECURITY, INC., a
Tennessee corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 34-2021-00305148-CU-OE-GDS

[Assigned to the Hon. Jill H. Talley, Dept.
25]

**CLASS AND PAGA ACTION
SETTLEMENT AGREEMENT**

Action Filed: July 29, 2021
Trial Date: Not Set

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Attorneys for Defendants
PALAMERICAN SECURITY (CALIFORNIA), INC.
and PALAMERICAN SECURITY, INC.

1 This Class and PAGA Action Settlement Agreement (“Agreement”) is made by and between
2 Plaintiffs Matthew Williams (“Williams”) and Nathaniel Sinclair (“Sinclair”) (collectively,
3 “Plaintiffs”) and Defendant PalAmerican Security (California), Inc. (“Defendant”) (collectively “the
4 Parties”) with regard to the lawsuit titled *Williams v. PalAmerican Security (California), Inc.*, Case No.
5 34-2021-00305148-CU-OE-GDS, pending in the Superior Court of the State of California, County of
6 Sacramento (the “Civil Action”).

7 THE SETTLEMENT

8 1. Subject to the Court’s approval pursuant to Section 382 of the California Code of Civil
9 Procedure and Rule 3.769 of the California Rules of Court, Plaintiffs and Defendant have agreed to
10 settle the Civil Action upon the terms and conditions and for the consideration set forth in this
11 Agreement.

12 2. A summary of the terms of the Agreement is as follows:

- 13 • The Parties agree that this is a non-claims made, non-reversionary settlement.
- 14 • Defendant shall pay a settlement amount of Three Hundred and Twenty-Five
15 Thousand Dollars and No Cents (\$325,000.00), referred to herein as the Gross
16 Settlement Amount, which shall be inclusive of all Individual Settlement
17 Payments to Settlement Class Members, attorneys’ fees and expenses (fees not to
18 exceed 35% of the Gross Settlement Amount, and costs not to exceed \$40,000) to
19 be paid to Class Counsel, any Class Representative Enhancement Award,
20 settlement administration costs and expenses, and any and all penalty amounts to
21 be paid regardless of the recipient. Defendant, however, understands and agrees
22 that it shall also pay its share of employer-side payroll taxes in addition to the
23 Gross Settlement Amount. In no event shall any portion of the Gross Settlement
24 Amount revert to Defendant.
- 25 • The Class consists of all all current and former non-exempt security
26 guard/security officer California employees of Defendant who worked for
27 Defendant at any time during the period of time from January 1, 2021 through
28 December 27, 2022 (the “Class Period”), and who have not previously

1 released the claims released by this settlement. All Settlement Class Members
2 shall receive an Individual Settlement Payment in accordance with paragraphs
3 64-66 of the Agreement.

- 4 • The Settlement Administrator shall be Phoenix Settlement Administrators. From
5 the Gross Settlement Amount, settlement administration fees in a reasonable
6 amount shall be paid to the Settlement Administrator. Settlement administration
7 fees are estimated to be approximately \$9,000.00. If the actual cost of settlement
8 administration is less or more than the amount approved by the Court, those funds
9 shall be added to or subtracted from the Net Settlement Amount.
- 10 • From the Gross Settlement Amount, Williams and Sinclair may each seek from
11 the Court an Enhancement Award up to Ten Thousand Dollars and No Cents
12 (\$10,000), for a total of Twenty Thousand Dollars and No Cents (\$20,000), which
13 Defendant shall not oppose.
- 14 • Class Counsel may seek attorneys' fees of up to One Hundred and Thirteen
15 Thousand Seven Hundred and Fifty Dollars and No Cents (\$113,750), which is
16 thirty percent (35%) of the Gross Settlement Amount and reasonable costs of up
17 to Forty Thousand Dollars and No Cents (\$40,000), which Defendant shall not
18 oppose.
- 19 • The Parties shall allocate Thirty-Two Thousand Five Hundred Dollars and No
20 Cents (\$32,500) as penalties pursuant to the Private Attorneys General Act (the
21 "PAGA"), 75% of which, or Twenty-Four Thousand Three Hundred and Seventy-
22 Five Dollars and No Cents (\$24,375) shall be paid to the Labor Workforce
23 Development Agency (the "LWDA") and 25% of which, or Eight Thousand One
24 Hundred and Twenty-Five Dollars and No Cents (\$8,125) shall be allocated to the
25 Aggrieved Employees.

26 **DEFINITIONS**

27 Unless otherwise defined herein, capitalized terms used in this Agreement shall have the
28 meanings set forth below:

1 3. “Aggrieved Employee” means all individuals who worked as non-exempt security
2 guard/officer employees of Defendant in California at any time during the PAGA Period.

3 4. “Civil Action” means the lawsuit filed by Williams in the Superior Court of the State of
4 California for the County of Sacramento titled, *Williams v. PalAmerican Security (California), Inc., et*
5 *al.*, Case No. 34-2021-00305148.

6 5. “Class,” “Classes,” “Class Member,” or “Class Members” means all individuals who
7 worked as non-exempt security guard/officer employees of Defendant in California at any time during
8 the Class Period.

9 6. “Class Counsel” means Larry W. Lee of Diversity Law Group, P.C., Dennis S. Hyun of
10 Hyun Legal, APC, Edward W. Choi of Law Offices of Choi and Associates, APLC, William L. Marder
11 of Polaris Law Group, and Roman Otkupman of Otkupman Law Firm, ALC.

12 7. “Class Period” means between January 1, 2021 through December 27, 2022.

13 8. “Class Representatives” or “Plaintiffs” means Plaintiffs Matthew Williams and Nathaniel
14 Sinclair.

15 9. “Complaint” means the Complaint filed on or about July 29, 2021 in the Sacramento
16 County Superior Court, styled *Williams v. PalAmerican Security (California), Inc., et al.*, Case No. 34-
17 2021-00305148.

18 10. “Court” means the Superior Court of California for the County of Sacramento.

19 11. “Defendant” means Defendant PalAmerican Security (California), Inc.

20 12. “Defense Counsel” means Katherine S. Catlos and Kartikey Pradhan of Kaufman
21 Dolowich & Voluck.

22 13. “Effective Date” means the first date upon which all of the following events have
23 occurred:

24 (i) this Agreement has been executed by all Parties and by Class Counsel and
25 Defense Counsel;

26 (ii) the Court has preliminarily approved the Settlement;

27 (iii) notice has been properly given to Class Members, providing them an opportunity
28 to participate in the settlement, object to the settlement, or to opt out of the

1 settlement;

2 (iv) the Court has held a Final Fairness and Approval Hearing and entered a Final
3 Order and Judgment approving the Settlement;

4 (iv) the latest of the following: in the event that no objections and/or motions to
5 intervene are filed by the time of the Final Fairness and Approval Hearing, the
6 date of Court's granting of final approval; in the event that an objection and/or
7 motion to intervene is filed, but no appeal is filed, then sixty (60) days after the
8 entry of the Final Order and Judgment; or, if an appeal is filed, upon the final
9 dismissal and/or resolution of the appeal, writ or other appellate proceeding
10 opposing this Agreement. In this regard, it is the intention of the Parties that the
11 Settlement shall not become effective until the Court's order approving the
12 Settlement has become completely final, and there is no timely recourse by an
13 appellant or objector who seeks to contest the Settlement.

14 14. "Enhancement Award" means the payments to each Class Representative for their
15 service to the Class and their individual releases as set forth in paragraph 78, which is in addition to
16 whatever payments they may otherwise be entitled to as a Settlement Class Member.

17 15. "Final Fairness and Approval Hearing" means the hearing to be requested by Plaintiffs
18 and conducted by the Court after the filing by Plaintiffs of an appropriate motion and following
19 appropriate notice to Class Members giving Class Members an opportunity to opt out from the Class and
20 Settlement or to object to the Settlement, at which time Plaintiffs shall request that the Court finally
21 approve the fairness, reasonableness and adequacy of the terms and conditions of the Settlement, enter
22 the Final Order and Judgment, and take other appropriate action.

23 16. "Final Order and Judgment" means the order and judgment to be entered by the Court
24 upon granting final approval of the Settlement and this Agreement as binding upon the Parties and the
25 Settlement Class Members who do not properly and timely submit a written Opt Out.

26 17. "Second Amended Complaint" means the Second Amended Complaint, which will add
27 Sinclair and his claims to the Civil Action. The Parties will cooperate in preparing and filing the
28 Stipulation for Leave to File Second Amended Complaint and the proposed Second Amended

Complaint.

18. “Gross Settlement Amount” or “GSA” means the total maximum amount that Defendant shall be required to pay under this Agreement, which shall be inclusive of all Individual Settlement Payments to Settlement Class Members, attorneys’ fees and litigation costs, Settlement Administration Costs, the LWDA’s penalty amount, and Enhancement Awards to the Class Representatives and all penalty amounts to be paid regardless of the recipient. The Gross Settlement Amount is Three Hundred and Twenty-Five Thousand Dollars and No Cents (\$325,000). Again, this GSA does not include Defendant’s share of employer-side payroll taxes, which shall be paid in addition to the GSA.

19. “Individual Settlement Payment” means the gross amount that shall be paid to each Settlement Class Member for their Qualifying Workweeks. The Individual Settlement Payment shall be determined as described in paragraphs 64-66 below.

20. “Net Settlement Amount” means the amount of money remaining after all Individual Settlement Payments to Settlement Class Members, attorneys’ fees and litigation costs, Settlement Administration Costs, Enhancement Awards to the Class Representatives and LWDA penalty amounts have been deducted from the Gross Settlement Amount.

21. “Notice of Class Action Settlement” or “Notice” means the form attached hereto as **Exhibit 1** or whichever form is approved by the Court that shall be provided to the Class Members to inform them of the terms of this Agreement and their rights and options related thereto in the various methods described in paragraphs 48 and 50 below.

22. “Objection” means a Class Member’s written objection to the Settlement. Any Objection shall be in the form described in paragraphs 59-61 below.

23. “Opt Out” means a written request that a Class Member may submit to be excluded from the Class and the Settlement. Any Opt Out shall be in the form described in paragraph 55 below.

24. “PAGA Penalty” means the amount set aside to resolve the PAGA claims in the amount of Thirty-Two Thousand Five Hundred Dollars and No Cents (\$32,500), 75% of which, or Twenty-Four Thousand Three Hundred and Seventy-Five Dollars and No Cents (\$24,375) shall be paid to the Labor Workforce Development Agency (the “LWDA”) and 25% of which, or Eight Thousand One Hundred and Twenty-Five Dollars and No Cents (\$8,125) shall be allocated to the Aggrieved Employees.

25. "PAGA Period" means January 1, 2021, through December 27, 2022.

26. "Party" or "Parties" means Plaintiffs and Defendant.

27. "Preliminary Approval Order" means the order to be issued by the Court approving and authorizing the mailing of the Notice of Class Action Settlement by the Settlement Administrator, setting the date of the Final Fairness and Approval Hearing and granting preliminary approval of the Settlement set forth in this Stipulation.

28. "Proof of Work" means document(s) that a Class Member may submit to the Settlement Administrator to show that they are entitled to payment based upon a different number of Qualifying Workweeks than the number(s) calculated by the Settlement Administrator based upon Defendant's data. Adequacy of the Proof of Work submitted will be evaluated by Class Counsel, Defense Counsel, and the Settlement Administrator. In the event of a disagreement, the Settlement Administrator will make the final decision.

29. "Qualifying Workweeks" means the total number of workweeks worked by each Class Member and/or Aggrieved Employee during the Class and PAGA Periods based on Defendant's records.

30. "Released Class Claims" are defined in paragraph 81 below.

31. "Released Parties" means Defendant PalAmerican Security (California), Inc. and each of their present and former parents, affiliates, divisions and subsidiaries, acquired companies, and each of its respective present and former directors, officers, shareholders, agents, representatives, employees, partners, attorneys, insurers, predecessors, successors, assigns, affiliated companies and entities and any individual or entity that could be jointly liable with any of the foregoing.

32. "Response Deadline" means the thirty (30) day period following the date the Settlement Administrator mails the Notice of Class Action Settlement to Class Members within which any Class Member may: (a) submit a written Opt Out to be excluded from the Class and this Settlement; (b) submit an Objection; and/or (c) submit a dispute regarding their Qualifying Workweeks and any Proof of Work. For purposes of this definition, the term "submit" refers to the date by which the correspondence is postmarked and received by the Settlement Administrator. All Opt Outs and Objections must be submitted on or before the end of the Response Deadline or within the extended deadline for certain Class Members only as expressly described in paragraph 52(a).

33. "Settlement" means the final and complete disposition of the Civil Action as provided for in this Agreement and all Exhibits hereto.

34. "Settlement Administrator" means Phoenix Settlement Administrators.

35. "Settlement Administration Costs" means the reasonable costs and fees of administration of this Settlement to be paid to the Settlement Administrator from the Gross Settlement Amount, including, but not limited to: (i) translating into Spanish, printing and emailing and mailing and re-mailing (if necessary) of Notices of Class Action Settlement to Class Members; (ii) preparing and submitting to Settlement Class Members and government entities all appropriate tax filings and forms; (iii) computing the amount of and distributing Individual Settlement Payments, Class Representative Service Award, and Class Counsel Attorneys' Fees, Costs and Expenses; (v) processing and validating Opt Outs; and (iv) preparing and submitting filings required by law in connection with the payments required by the Settlement.

36. "Settlement Class Members" means Plaintiff and all other Class Members who do not submit a timely and valid Opt Out under the process described in paragraph 55.

37. "Workweek Payment Rate" means the gross amount that shall be paid for each Qualifying Workweek as described below in paragraph 66.

BACKGROUND

38. On July 29, 2021, Williams filed a putative class action complaint in Sacramento County Superior Court against Defendant, case number 34-2021-00305148. Through the Complaint, Plaintiff, a non-exempt employee who sought damages and penalties, costs, attorneys' fees, and any other relief deemed appropriate by the Court on the basis of the allegations, inter alia: (1) failure to provide accurate wage statements; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to pay reporting time wages; (5) failure to provide off-duty rest periods; (6) failure to provide off-duty meal periods; (7) failure to provide off-duty rest periods; and (8) failure to reimburse business expenses. On March 22, 2022, Williams filed a First Amended Complaint dismissing Defendant PalAmerican Security, Inc., a Tennessee Corporation and adding a cause of action for Violation of Labor Code §2698, *et seq.* ("PAGA").

39. On December 28, 2021, Sinclair filed a Class Action complaint against Defendant in the

1 Sacramento County Superior Court, Case No. 34-2021-00312335. On March 21, 2022, Sinclair filed
2 his First Amended Complaint against Defendant alleging the following causes of action: (1) failure to
3 provide meal periods; (2) failure to provide rest periods; (3) failure to pay all wages; (4) knowing and
4 intentional failure to comply with itemized employee wage statements; (5) failure to timely pay wages
5 due at termination; (6) failure to timely pay employees; and (7) penalties pursuant to Labor Code
6 Section 2699(f).

7 40. Defendant denies each of the allegations of the Civil Action, that Defendant has any
8 liability for the claims of Plaintiffs, the putative class they purport to represent or any allegedly
9 aggrieved employee, and denies that Plaintiffs, the putative class they purport to represent, or any
10 allegedly aggrieved employee are entitled to any relief.

11 41. Class Counsel and Defense Counsel have extensive experience in litigating wage and
12 hour class actions in California. Class Counsel and Defense Counsel have vigorously litigated the Civil
13 Action since its inception.

14 42. On October 10, 2022, the Parties engaged in mediation before Todd Smith, Esq., an
15 experienced mediator in this area of law. Notwithstanding a full day of mediation, the Parties were not
16 able to resolve this case. After several months of follow-up negotiations through Mr. Smith, the Parties
17 reached this settlement with Mr. Smith's help on December 27, 2022.

18 43. This Agreement is made in compromise of and embraces all claims against any of the
19 Released Parties as enumerated in paragraphs 83-84 below.

20 44. Because the settled matters are putative class and representative action, this Agreement
21 must receive preliminary and final approval by the Court. Accordingly, the Parties enter into this
22 Agreement on a conditional basis. Should the Court, or any other court taking jurisdiction of this matter,
23 decline to approve all material aspects of the Settlement or make any ruling substantially altering the
24 material terms of the Settlement, the Settlement shall be voidable and unenforceable as to Plaintiffs and
25 Defendant, at the option of any party. Subject to the requirements of the immediately preceding
26 sentence, any party may exercise its option to void this Settlement by giving notice, in writing, to the
27 other Parties and to the Court at any time before final approval by the Court of this Settlement. In the
28 event that the Effective Date, as defined herein does not occur, this Agreement shall be deemed null and

void *ab initio* and shall be of no force or effect whatsoever, and shall not be referred to or utilized for any purpose. Defendant denies all of Plaintiffs' claims and all class claims as to liability and damages. Defendant expressly reserves all rights to challenge any and all such claims and allegations upon all procedural and factual grounds, including the assertion of all defenses, if the Effective Date of the Settlement does not occur. Likewise, Plaintiffs expressly reserve all rights to pursue, amend, dismiss or otherwise dispose of the claims covered under this Settlement, including but not limited to seeking damages, restitution, fees, expenses, interest and/or any other monetary amount in excess of the GSA set forth above for the claims included in the Civil Action or for any other claims Plaintiff may have against Defendant, in the event the Effective Date of the Settlement does not occur.

45. Plaintiffs and Class Counsel have concluded, after taking into account the disputed factual and legal issues involved in the Civil Action, the risks attending further prosecution, and the substantial benefits to be received pursuant to settlement as set forth in this Agreement, that settlement on the terms set forth herein is in the best interest of Plaintiffs and the Class, and is fair and reasonable.

46. Similarly, Defendant has concluded, after taking into account the disputed factual and legal issues involved in the Civil Action, the risks and expense attending further litigation, and its desire to put the controversy to rest, that settlement on the terms set forth herein is in its best interest and is fair and reasonable.

47. This Settlement contemplates (i) entry of an order preliminarily approving the Settlement, (ii) distribution of the Notice of Class Action Settlement to Class Members, and (iii) entry of a Final Order and Judgment of the Settlement. The Court shall retain jurisdiction over the Civil Action and Parties for purposes of enforcing the Settlement and resolving any disputes relating to the Settlement.

SETTLEMENT APPROVAL AND IMPLEMENTATION PROCEDURE

Preliminary Approval of Settlement

48. As soon as practicable, Class Counsel shall submit this Agreement to the Court for its preliminary approval. Plaintiffs shall also move the Court to enter a Preliminary Approval Order and to conditionally certify the Class for purposes of this Settlement only. Class Counsel shall provide the motion for preliminary approval to Defense Counsel for review of the substance contained in the motion for preliminary approval at least 5 days prior to filing. The submission shall also include admissible

evidence as may be required for the Court to determine that this Settlement is fair, adequate and reasonable, as required by Code of Civil Procedure section 382. The submission shall also include the Notice of Class Action Settlement in the form attached hereto as **Exhibit 1**, a proposed order granting preliminary approval of Settlement, which shall, among other things, set a Final Fairness and Approval Hearing date, and a proposed order granting final approval of Settlement. Plaintiffs and Defendant agree that the conditional certification of the Class for settlement purposes only is in no way an admission by any of the Released Parties that class certification would otherwise be proper.

49. As soon as practicable after this Agreement is signed by all Parties, the Parties shall file a Stipulation for Leave to File the Second Amended Complaint in this Civil Action adding Sinclaire and his claims to this Civil Action.

Notice to Class Members

50. Following the Court's order granting preliminary approval of this Settlement, the Settlement Administrator shall disseminate the Notice of Class Action Settlement in the form attached hereto as **Exhibit 1** to the Class Members.

Cooperation

51. The Parties agree to cooperate with each other to accomplish the terms of this Settlement, including, but not limited to, the timely execution of such documents and such other acts as may be reasonably necessary to implement the terms of this Settlement. Neither the Parties nor any of their attorneys or agents shall solicit or encourage any Class Members to exclude themselves from the Settlement or to object to the Settlement. The Parties to the Settlement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by Court order, or otherwise, to effectuate this Settlement and the terms set forth herein.

Notice of Class Action Settlement by Mail

52. The Settlement Administrator shall, within thirty (30) days of the date of preliminary approval of this Settlement, mail by First-Class United States mail the Notice of Class Action Settlement to each Class Member (hereinafter "Notice"), using the most recent address available to the Settlement Administrator for mail delivery, after updating provided addresses using the National Change of Address Database. The Settlement Administrator shall also, within 10 days of mailing the Notice, send

1 an electronic copy of the Notice via email to the last known email addresses (to the extent available) of
2 each Class Member.

3 a. Any Notice returned to the Settlement Administrator as non-delivered on
4 or before the Response Deadline with a forwarding address from the U.S.
5 postal service shall be promptly re-mailed to the forwarding address
6 affixed thereto. If no forwarding address is provided, the Settlement
7 Administrator shall promptly attempt to determine a correct address by the
8 use of skip-tracing, or other automated search, and shall then promptly
9 perform a re-mailing to the Class Member whose Notice was returned as
10 non-delivered, assuming another mailing address is identified by the
11 Settlement Administrator. A letter prepared by the Settlement
12 Administrator will be included in the re-mailed Notice in that instance,
13 stating that the recipient of the Notice has until the original deadline set
14 forth on the Notice, or ten (10) calendar days after the date of re-mailing
15 of the Notice (whichever is later) to object or submit an Opt Out or submit
16 Proof of Work. In no event shall this be more than ten (10) calendar days
17 after the Response Deadline.

18 b. If these procedures are followed, notice to Class Members shall be deemed
19 to have been fully satisfied, and if the intended recipient does not receive
20 the Notice of Class Action Settlement, the intended recipient shall
21 nevertheless remain a Class Member and shall be bound by all terms of
22 the Settlement and the Final Order and Judgment.

23 53. The Notice of Class Action Settlement to be provided to each Class Member and/or
24 Aggrieved Employee shall set forth the number of Qualifying Workweeks applicable to the Class
25 Member and/or Aggrieved Employee, the estimated Workweeks Payment Rate applicable to the Class
26 Member and/or Aggrieved Employee, and the estimated Individual Settlement Payment that the Class
27 Member shall receive under this Settlement if the Court grants final approval of the Settlement.

28 54. If the Class Member wishes to contest the number of Qualifying Workweeks assigned to

1 him or her by the Settlement Administrator, the Class Member or his or her authorized representative in
2 the case of the individual's death or incapacity must timely provide his or her dispute with Proof of
3 Work to the Settlement Administrator. To be timely, the completed Proof of Work must be mailed to the
4 Settlement Administrator and postmarked no later than thirty (30) days after the date of mailing of the
5 Notice of Class Action Settlement. As this is not a claims-made Settlement and Class Members need
6 not return the optional Proof of Work, Class Members shall be bound by this Agreement unless they
7 submit a completed, signed and timely Opt Out.

8 Opt Out

9 55. Any Class Member seeking to be excluded from the Class and this Settlement shall
10 submit a written Opt Out to the Settlement Administrator. The written Opt Out must: (1) contain the
11 name, address, and phone number of the person requesting exclusion; (2) state the Class Member's
12 request to exclude himself or herself from the Settlement and to opt out of the Settlement; (3) be signed
13 by the Class Member or his or her lawful representative; and (4) be postmarked by the Response
14 Deadline and returned to the Settlement Administrator at the specified address. Any Class Member,
15 who submits a completed, signed and timely written Opt Out shall no longer be a member of the Class,
16 shall be barred from participating in this Settlement, shall be barred from objecting to this Settlement,
17 and shall not receive the class portion of the Individual Settlement Payment. Any untimely or
18 incomplete Opt Out shall be considered null and void. If a Class Member submits both a completed,
19 signed and timely Proof of Work and a completed, signed and timely Opt Out, the Opt Out shall be
20 deemed invalid, and the Class Member shall be a Settlement Class Member and participate in this
21 Settlement, if the date the Opt Out was submitted falls after the date the Proof of Work was submitted.
22 The Settlement Administrator shall notify Class Counsel and Defense Counsel of the number of timely
23 opt-outs within sixty (60) days after mailing notice. Each Class Member who fails to file a timely
24 written Opt Out shall release Released Parties of the Released Class Claims as set forth in paragraph 84
25 below. Aggrieved Employees, however, may not opt out of this settlement and shall receive their
26 portion of the PAGA Penalty regardless of whether they opt out.

27 56. If the total number of workweeks worked by the Class Members during the Class Period
28 is more than five percent (5%) more than 11,137 workweeks (e.g. 11,695 workweeks or more), the

1 Gross Settlement Amount shall be increased pro rata for each workweek above 11,695.

2 **Declaration of Compliance**

3 57. As soon as practicable, but no later than ten (10) days following the close of the Response
4 Deadline, the Settlement Administrator shall provide Class Counsel and Defense Counsel with a
5 declaration attesting to completion of the notice process set forth in this Agreement, the number and
6 names of opt outs, and a summary of any disputes raised by any Class Members. This declaration shall
7 be filed with the Court by Class Counsel along with a motion requesting final approval of the
8 Settlement. The Settlement Administrator shall also provide weekly updates to Class Counsel and
9 Defense Counsel regarding the opt outs, disputes, and objections.

10 **Sufficient Notice**

11 58. The Parties agree that compliance with the procedures described in this Agreement
12 constitutes due and sufficient notice to Class Members of this Settlement and the Final Fairness and
13 Approval Hearing, and satisfies the requirements of due process, and that nothing else shall be required
14 of Plaintiff, Class Counsel, Defendant, Defense Counsel, or the Settlement Administrator to provide
15 notice to Class Members of the Settlement and the Final Fairness and Approval Hearing.

16 **Objections to Settlement**

17 59. Any Class Member wishing to object to this Settlement shall inform the Court, Class
18 Counsel, and Defense Counsel in writing of their intent to object by following the procedure set forth in
19 the Notice of Class Action Settlement no later than the Response Deadline. Any Objection must: (1)
20 state the Class Member's full name, address, and phone number; (2) state the grounds for the objection;
21 (3) be signed by the Class Member or their lawful representative; and (4) be postmarked on or before the
22 Response Deadline.

23 60. Any Class Member who fails to file a timely written Objection shall be foreclosed from
24 objecting to this Settlement, unless otherwise ordered by the Court.

25 61. Class Counsel and Defense Counsel shall file any responses to any written Objections
26 submitted to the Court in accordance with this Agreement within seven (7) days of receipt of the
27 objection, or by no event, later than three (3) days before the Final Fairness and Approval Hearing, or on
28 another date set by the Court.

62. Class Counsel shall file a motion for final approval within the timeframe provided in Code of Civil Procedure § 1005. Class Counsel shall provide the motion for final approval to Defense Counsel for review of the substance contained in the motion for final approval at least 2 days prior to filing.

Final Fairness and Approval Hearing

63. On the date set forth by the Court for the Final Fairness and Approval Hearing in the order granting preliminary approval of the Settlement, a Final Fairness and Approval Hearing shall be held before the Court in order to consider and determine: (i) whether the Court should give this Settlement final approval; (ii) whether the Court should approve Class Counsel's application for attorneys' fees, costs and expenses and Enhancement Awards to the Class Representatives; and (iii) to hear any timely objections to the Settlement. At the Final Fairness and Approval Hearing, Plaintiff, Class Counsel, Defendant, and Defense Counsel shall ask the Court to give final approval to this Settlement. If the Court grants final approval of the Settlement, the Settlement Administrator shall post notice of final judgment on its website within seven (7) calendar days of entry of the Final Order and Judgment.

Settlement Payment Procedures

Payments under this Agreement shall be made by the Settlement Administrator as follows:

64. Settlement Class Members and Aggrieved Employees shall be paid exclusively from the Net Settlement Amount.

65. Plaintiffs and Defendant recognize and agree that the asserted claims in the Civil Action are extremely difficult to quantify with any certainty for any given year, or at all, and are subject to a myriad of differing calculations and formulas. Plaintiffs and Defendant agree that the formulas for allocating Individual Settlement Payment to Settlement Class Members and Aggrieved Employees provided herein are reasonable and that the Individual Settlement Payments are designed to provide a fair settlement, despite the uncertainties of the amounts alleged to be owed to Settlement Class Members and the calculation of them. Distribution amongst Settlement Class Members and Aggrieved Employees are based on Qualifying Workweeks that the Class Member and/or Aggrieved Employee was employed during the Class and/or PAGA Period. Plaintiffs and Defendant have agreed that the distribution to each

1 Settlement Class Member shall be determined as set forth in paragraph 66 below.

2 66. The Individual Settlement Payment to each Settlement Class Member shall be determined
3 based on the number of Qualifying Workweeks worked by the Settlement Class Member during the
4 Class Period. The Net Settlement Amount shall be divided by the total number of Qualifying
5 Workweeks for all Settlement Class Members during the Class Period. The result of this division shall
6 yield a Workweek Payment Rate for the Class. The gross amount of each Settlement Class Member's
7 Individual Settlement Payment shall be calculated by multiplying the number of Qualifying Workweeks
8 applicable to that Class Member by the Workweek Payment Rate. Likewise, the Individual Settlement
9 Payment to each Aggrieved Employee shall be determined based on the number of Qualifying
10 Workweeks worked by the Aggrieved Employee during the PAGA Period. The 25% portion of the
11 PAGA Penalty, or \$8,125, shall be divided by the total number of Qualifying Workweeks worked by all
12 Aggrieved Employees during the PAGA Period. The result of this division shall yield a Workweek
13 Payment Rate for the Aggrieved Employee. The gross amount of each Aggrieved Employee's
14 Individual Settlement Payment shall be calculated by multiplying the number of Qualifying Workweeks
15 applicable to that Aggrieved Employee by the Workweek Payment Rate. Aggrieved Employees shall
16 receive their portion of the PAGA Penalty regardless of whether they opt-out and they shall still be
17 bound by the release of Released PAGA Claims.

18 67. Within thirty (30) calendar days after the Effective Date, Defendant shall transmit the
19 Gross Settlement Amount to the Settlement Administrator.

20 68. Within twenty-one (21) business days after the Effective Date, the Settlement
21 Administrator shall transmit to Class Counsel the attorneys' fees, costs and expenses approved by the
22 Court, shall transmit to the Class Representatives their Enhancement Awards approved by the Court,
23 shall mail Individual Settlement Payments to each Settlement Class Member, and the LWDA's penalty
24 payment of \$24,375.

25 69. Individual Settlement Payments shall be made by check and shall be made payable to
26 each Settlement Class Member and/or Aggrieved Employee as set forth in this Agreement. Under no
27 circumstances shall the Settlement Administrator distribute checks to Settlement Class Members and/or
28 Aggrieved Employee until all timely workweek disputes with Proof of Work have been considered,

1 calculated, and accounted for, and the Class Counsel fees and expenses, costs of the Settlement
2 Administrator, and an Enhancement Award have been calculated and accounted for.

3 70. The Individual Settlement Payments are payments for all Released Class Claims for the
4 Settlement Class Members. The Settlement Administrator shall be authorized to establish an interest
5 bearing Qualified Settlement Fund ("QSF") pursuant to Internal Revenue Service ("IRS") rules and
6 regulations in which the Gross Settlement Amount shall be placed and from which payments required by
7 the Settlement shall be made. Each Individual Settlement Payment to each Settlement Class Member
8 shall be allocated as 80% penalties and interest not subject to withholdings and 20% wages subject to
9 withholdings. Each Individual Settlement Payment to each Aggrieved Employee shall be allocated as
10 100% penalties. The wage portions shall be reported on an IRS Form W2 and the non-wage portions
11 shall be reported on an IRS Form 1099. Defendant understands and agrees that it shall also pay its share
12 of employer-side payroll taxes in addition to the \$325,000 Gross Settlement Amount. Each Settlement
13 Class Member, Class Counsel, and Class Representative shall be responsible for remitting to state and/or
14 federal taxing authorities any applicable taxes which may be owed on the portion of any payment
15 received pursuant to this Agreement, except as provided by this Agreement.

16 71. It is expressly understood and agreed that the receipt of an Individual Settlement Payment
17 shall not entitle any Class Member and/or Aggrieved Employee to compensation or benefits under any
18 company bonus, contest or other compensation or benefit plan or agreement in place during the
19 applicable Class and/or PAGA Period, nor shall it entitle any Class Member and/or Aggrieved
20 Employee to any increased retirement, 401(k) or matching benefits, or deferred compensation benefits.
21 The Parties agree that any Individual Settlement Payments made to Settlement Class Members and/or
22 Aggrieved Employees under the terms of this Agreement shall not represent any modification of
23 previously credited length of service or other eligibility criteria under any bonus plan, employee pension
24 benefit plan or employee welfare plan sponsored by any of the Released Parties, or to which any of the
25 Released Parties are required to make contributions. Further, any Individual Settlement Payments made
26 under this Agreement shall not be considered compensation in any year for purposes of determining
27 eligibility for, or benefit accrual within, any employee pension benefit plan or employee welfare benefit
28 plan sponsored by any of the Released Parties or to which any of the Released Parties are required to

1 make contributions. It is the Parties' intent that the Individual Settlement Payments provided for in the
2 Agreement are the sole payments to be made by Defendant to the Class Members and/or Aggrieved
3 Employees, and that the Class Members and/or Aggrieved Employees are not entitled to any new or
4 additional compensation or benefits as a result of having received the Individual Settlement Payments,
5 notwithstanding any contrary terms in any agreement, contract, benefit or compensation plan document
6 that might have been in effect during the applicable Class and/or PAGA Period.

7 72. Individual Settlement Payment checks shall remain negotiable for 180 days from the date
8 of mailing. Any Individual Settlement Payment checks that remain uncashed after One Hundred Eighty
9 (180) days from issuance shall be void and the Settlement Administrator shall pay the funds represented
10 by such un-redeemed checks to Legal Aid at Work. In such event, the Settlement Class Member and/or
11 Aggrieved Employee shall nevertheless remain bound by the Settlement's Released Class Claims, as
12 applicable.

13 **The Settlement Administrator**

14 73. The Settlement Administrator shall administer the Settlement, including, but not limited
15 to: (i) printing, mailing and re-mailing (if necessary), and emailing, the Notice and receiving Opt Outs
16 and Objections from Class Members; (ii) preparing and maintaining a web site for the settlement
17 administration of this matter which includes of the substance in the Notice; (iii) preparing and
18 submitting to Settlement Class Members and/or Aggrieved Employees and government entities all
19 appropriate tax filings and forms; (iv) computing the amount of and distributing Individual Settlement
20 Payments, Enhancement Awards, and Class Counsel attorneys' fees and costs; (v) processing and
21 validating Qualifying Workweek disputes/Proof of Work, Opt Outs and Objections; and (vi) establishing
22 a QSF, as defined by the Internal Revenue Code;

23 74. Settlement administration fees in a reasonable amount shall be paid to the Settlement
24 Administrator from the Gross Settlement Amount. Settlement administration fees are estimated to be
25 approximately \$9,000.00. If the actual cost of settlement administration is less or more than the amount
26 approved by the Court, those funds shall be added to or subtracted from the Net Settlement Amount for
27 allocation to Settlement Class Members. All costs associated with settlement administration shall come
28 out of the Gross Settlement Amount.

75. Delivery of Class Data. "Class Data" means a complete list of all Class Members that Defendant will diligently and in good faith compile from their records. The Class Data shall include the following information from Defendant's records all to the extent available: each Class Member's full name, most recent mailing address and telephone number, social security number, most recent e-mail address, and the number of workweeks worked by each Class Member and/or Aggrieved Employee during the Class and/or PAGA Period. Defendant shall provide the Settlement Administrator with the Class Data no later than twenty-one (21) calendar days after the Court grants preliminary approval of the Settlement. The Class Data shall only be used by the Settlement Administrator for the purpose of calculating Qualifying Workweeks, Individual Settlement Payments and notifying Class Members of the Settlement. The Class Data applicable to an individual Class Member (*i.e.*, unique ID, full name, most recent mailing address, e-mail address, telephone number, and Qualifying Workweeks) shall be disclosed to Class Counsel if that individual Class Member contacts Class Counsel regarding their Qualifying Workweeks, estimated Individual Settlement Payments, or related issues with the settlement, but only as necessary to allow them to fulfill their fiduciary duties to the Class and investigate issues that may arise with respect to payments to be made to Class Members, so long as notice is provided to Defendant by the Settlement Administrator and Class Counsel. Notwithstanding, the Class Data in its entirety shall not be disclosed to the Class Representative, or any other Class Members, without written consent of Defendant or by order of the Court. However, concurrent with the mailing of the Notice of Class Action Settlement, the Settlement Administrator shall provide Class Counsel and Defense Counsel with a redacted list of all Class Members that shall be limited to the following information: (1) Unique ID (as reflected on the respective Class Member's Notice); and (2) Total Qualifying Workweeks and estimated Individual Settlement Payment. The Settlement Administrator shall execute an acknowledgement of the protective order entered in this matter and be responsible for following all privacy laws and taking appropriate steps to ensure that Class Members' personal information is safeguarded and protected from improper disclosure or use. The Settlement Administrator shall run the Class Data list through the National Change of Address database, and shall use the most recent address for each Class Member – either from Defendant's records or the National Change of Address database – before mailing the Notice of Class Action Settlement. The Settlement Administrator shall also take

1 reasonable steps to locate any Class Member whose Notice of Class Action Settlement is thereafter
2 returned as undeliverable. Class Data shall be provided in a secure format to be determined by the
3 Settlement Administrator and Defendant.

4 **Resolution of Disputes Over Qualifying Workweeks**

5 76. In calculating the Individual Settlement Payment for each Class Member, Defendant's
6 records regarding the dates of employment used to generate Qualifying Workweeks shall be presumed to
7 be correct. Any Class Member who disagrees with Defendant's determination of his or her or its
8 Qualifying Workweeks as indicated on his or her or its Notice of Class Action Settlement may dispute
9 that calculation to the Settlement Administrator as explained on the Notice of Class Action Settlement.
10 Defendant's determination shall be presumed accurate unless the Class Member submits documents to
11 the Settlement Administrator to show that he or she is entitled to payment based upon a different number
12 of Qualifying Workweeks than the number(s) calculated by the Settlement Administrator based upon
13 Defendant's data. Adequacy of Proof of Work submitted will be evaluated by Class Counsel, Defense
14 Counsel, and Settlement Administrator. In the event of a disagreement, the Settlement Administrator
15 shall make the final decision. All such challenges by Class Members must be received no later than the
16 Response Deadline.

17 77. In no case shall a dispute result in a payment by Defendant in excess of the Gross
18 Settlement Amount. However, Defendant understands and agrees that it shall pay its share of employer-
19 side payroll taxes in addition to the Gross Settlement Amount.

20 **Enhancement Award**

21 78. From the Gross Settlement Amount, each Class Representative may seek approval from
22 the Court of an Enhancement Award up to Ten Thousand Dollars (\$10,000) each for a total of Twenty
23 Thousand Dollars for serving as Class Representatives, which Defendant shall not oppose.

24 **Payment of Class Counsel Attorneys' Fees, Costs and Expenses**

25 79. Class Counsel shall apply to the Court at the Final Fairness and Approval Hearing for an
26 award of attorneys' fees not to exceed the amount of One Hundred and Thirteen Thousand Seven
27 Hundred and Fifty Dollars and No Cents (\$113,750) of the Gross Settlement Amount and an award of
28 reasonable costs (exclusive of the Settlement Administration costs) not to exceed the amount of Forty

1 Thousand Dollars and No Cents (\$40,000), both of which shall be paid out of the Gross Settlement
2 Amount.

3 80. Class Counsel and Defendant agrees that such awards of attorneys' fees and costs are
4 reasonable under the circumstances. Nothing in this Agreement shall restrict Plaintiffs' or Class
5 Counsel's ability to appeal any decision by the Court to award less than the requested attorneys' fees
6 and costs or Class Representative Enhancement Award. A decision by the Court to award less than the
7 requested attorneys' fees and costs or Class Representative Enhancement Awards, however, is not a
8 material change to the settlement agreement. Any order relating to the award of attorney's fees, costs or
9 Class Representatives Enhancement Awards, or any appeal from any order relating thereto or reversal or
10 modification thereof, will not operate to terminate or cancel this Agreement, however, the Effective
11 Date shall not occur until any such appeal is resolved. If the amount of, Enhancement Awards,
12 attorneys' fees and/or costs awarded by the Court is less than the requested amounts, the difference shall
13 serve to increase the Net Settlement Amount to be distributed to Settlement Class Members as part of
14 their Individual Settlement Payments. Nothing in this Agreement will require Defendant to pay more
15 than the Gross Settlement Amount under any circumstances.

16 **Acknowledgment of No Tax Advice**

17 81. Each party to this Agreement acknowledges and agrees that:

- 18 (i) No provision of this Agreement and no written communication or disclosure
19 between or among the Parties or their attorneys and other advisers is or was
20 intended to be, nor shall any such communication or disclosure constitute or be
21 construed or be relied upon as, tax advice within the meaning of United State
22 Treasury Department Circular 230 (31 CFR Part 10, as amended);
- 23 (ii) He, she or it (a) has relied exclusively upon his, her or its own, independent legal
24 and tax advisers for advice (including tax advice) in connection with this
25 Agreement, (b) has not entered into this Agreement based upon the
26 recommendation of any other party or any attorney or advisor to any other party,
27 and (c) is not entitled to rely upon any communication or disclosure by any
28

attorney or adviser to any other party to avoid any tax penalty that may be imposed on him or her or it; and

(iii) 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 him or her of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

82. The Individual Settlement Payment received by Settlement Class Members and/or Aggrieved Employee shall be reported by the Settlement Administrator, as required, to the state and federal taxing authorities on IRS forms W2 and/or 1099 or similar forms. Each Settlement Class Member and/or Aggrieved Employee shall be responsible for paying all applicable state, local, and federal income taxes on all amounts the Settlement Class Member and/or Aggrieved Employee receives pursuant to this Agreement.

RELEASED CLASS CLAIMS

83. **Released Class Claims:** Providing there is final approval of this Settlement, then as of the date on which Defendant fully funds the Settlement per paragraph 67 above ("Release Effective Date"), each Settlement Class Member, individually and on behalf of their respective successors, assigns, agents, attorneys, executors, heirs and personal representatives, shall fully and finally release and discharge the Released Parties, and each of them from the Released Class Claims. The Released Class Claims include all claims, rights, demands, liabilities, causes of action, and theories of liability that were or could have been alleged against any of the Released Parties arising out of, in connection with, or based on the facts alleged in the Civil Action, *i.e.*, including, but not limited to, (1) failure to provide accurate wage statements in violation of Labor Code § 226; (2) failure to pay minimum wages in violation of Labor Code §§ 201-204, 558, 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of 201-204, 510, 558, 1194, 1197, and 1197.1; (4) failure to pay reporting time wages in violation of 201-204, 510, 558, 1174, 1198, and 1199; (5) failure to provide off-duty rest periods in violation of Labor Code § 226.7; (6) failure to provide off-duty meal periods in violation of Labor Code §§ 226.7 and 512; and (7) failure to reimburse business expenses in violation of Labor Code § 2802.

1 Additionally, each Settlement Class Member shall release the Released Parties from any and all
2 damages, interest, costs, or attorneys' fees, and penalties arising from the Class Released Claims. This
3 release shall extend to all such claims accrued during the Class Period.

4 84. **Released PAGA Claims.** Providing there is final approval of this Settlement, then as of
5 the date on which Defendant fully funds the Settlement, each Aggrieved Employee, individually and on
6 behalf of their respective successors, assigns, agents, attorneys, executors, heirs and personal
7 representatives, shall fully and finally release and discharge the Released Parties, and each of them from
8 the Released PAGA Claims. Released PAGA Claims include all claims for civil penalties, costs and
9 attorneys' fees recoverable to Aggrieved Employees under the PAGA arising out of, in connection with,
10 or based on the facts alleged in the Civil Action and Plaintiffs' written notices submitted to the LWDA,
11 *i.e.*, including, but not limited to, (1) failure to provide accurate wage statements in violation of Labor
12 Code § 226; (2) failure to pay minimum wages in violation of Labor Code §§ 201-204, 558, 1194, 1197,
13 and 1197.1; (3) failure to pay overtime wages in violation of 201-204, 510, 558, 1194, 1197, and 1197.1;
14 (4) failure to pay reporting time wages in violation of 201-204, 510, 558, 1174, 1198, and 1199; (5)
15 failure to provide off-duty rest periods in violation of Labor Code § 226.7; (6) failure to provide off-duty
16 meal periods in violation of Labor Code §§ 226.7 and 512; and (7) failure to reimburse business
17 expenses in violation of Labor Code § 2802.

18 85. **Release by Plaintiffs.** Upon final approval of the Settlement and provided that
19 Defendants fully fund the Settlement, Plaintiffs for themselves, their successors, assigns, agents,
20 executors, heirs and personal representatives, spouse and attorneys, and any and all of them, voluntarily
21 and with the advice of counsel, waive and release any and all claims, obligations, demands, actions,
22 rights, causes of action, and liabilities against any of the Released Parties of whatever kind and nature,
23 character, and description, whether in law or equity, whether sounding in tort, contract, federal, state
24 and/or local law, statute, ordinance, regulation, constitution, common law, or other source of law or
25 contract, whether known or unknown, and whether anticipated or unanticipated, including all claims
26 arising from or relating to any and all acts, events and omissions occurring prior to the date of final
27 approval of this Agreement including, but not limited to, all claims which relate in any way to their
28 employment with or the termination of their employment with the Released Parties and/or their

1 provision of services to the Released Parties at any of Defendant's locations during the Class Period.
2 Plaintiffs further release all unknown claims against any of the Released Parties, covered by California
3 Civil Code Section 1542, which states: "A general release does not extend to claims that the creditor
4 or releasing party does not know or suspect to exist in his or her favor at the time of executing the
5 release and that, if known by him or her, would have materially affected his or her settlement with
6 the debtor or released party." Notwithstanding the provisions of section 1542, and for the purpose of
7 implementing a full and complete release and discharge of all of their Released Claims, Plaintiffs
8 expressly acknowledge that this Settlement is intended to include in its effect, without limitation, all
9 Released Claims which Plaintiffs do not know or suspect to exist in their favor at the time of execution
10 hereof, and that the Settlement contemplates the extinguishment of all such Released Claims.

11 **LIMITATIONS ON USE OF THIS SETTLEMENT**

12 **No Admission**

13 86. Neither the acceptance nor the performance by Defendant of the terms of this Agreement
14 nor any of the related negotiations or proceedings are or shall be claimed to be, construed as, or deemed
15 a precedent or an admission by Defendant of the truth of any allegations in the Complaint.

16 **Non-Evidentiary Use**

17 87. Defendant denies that it has failed to comply with the law in any respect, or has any
18 liability to anyone based on the claims asserted in the Civil Action. Plaintiffs expressly acknowledge
19 that this Agreement is entered into for the purpose of compromising highly disputed claims and that
20 nothing herein is an admission of liability, wrongdoing, or the propriety of class or representative
21 treatment by Defendant. Neither the Agreement nor any document prepared in connection with the
22 Settlement may be admitted in any proceeding as an admission by Defendant. Notwithstanding this
23 paragraph, any and all provisions of this Agreement may be admitted in evidence and used in any
24 proceeding to enforce the terms of this Agreement, or in defense of any claims released or barred by this
25 Agreement. In the event that an action is brought to enforce any terms of this Agreement, the prevailing
26 party shall be entitled to its/his reasonable attorneys' fees and costs.

27 88. This Agreement, the Settlement, and any proceedings or actions or negotiations in
28 connection therewith shall be deemed settlement communications covered by California Evidence Code

Sections 1152 and 1154, Federal Rule of Evidence 408, and any other similar provisions or law, and shall not be construed as an admission of truth of any allegation or the validity of any cause of action or claim asserted or of any liability therein.

Nullification

89. If the Court for any reason does not approve this Settlement, this Agreement shall be considered null and void and the Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court.

90. Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties agree in writing that the remaining provisions shall remain in full force and effect.

MISCELLANEOUS PROVISIONS

No Inducements

91. Plaintiffs and Defendant acknowledge that they are entering into this Settlement as a free and voluntary act without duress or undue pressure or influence of any kind or nature whatsoever, and that neither Plaintiffs nor Defendant have relied on any promises, representations or warranties regarding the subject matter hereof other than as set forth in this Agreement.

No Prior Assignment

92. The Parties represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

Construction

93. The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive arm's-length negotiations between the Parties and their counsel, and this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Agreement.

California Law

94. All terms of this Agreement and its exhibits shall be governed and interpreted by and

1 according to the laws of the State of California, without giving effect to any conflict of law principles or
2 choice of law principles.

3 **Captions and Interpretations**

4 95. Paragraph titles or captions contained herein are inserted as a matter of convenience and
5 for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any
6 provision hereof.

7 **Incorporation of Exhibits**

8 96. All exhibits to this Agreement are incorporated by reference and are a material part of
9 this Agreement. Any notice, order, judgment, or other exhibit that requires approval of the Court must
10 be approved without material alteration from its current form in order for this Agreement to be
11 enforceable.

12 **Modification**

13 97. This Agreement may not be changed, altered, or modified, except in a writing signed by
14 the Parties' counsel, and approved by the Court. This Agreement may not be discharged except by
15 performance in accordance with its terms or by an amendment signed by the Parties' counsel.

16 **Reasonableness of Settlement**

17 98. Plaintiffs represent that this is a fair, reasonable, and adequate settlement and have
18 arrived at this settlement through arms-length negotiations, taking into account all relevant factors,
19 present and potential.

20 **Integration Clause**

21 99. This Agreement contains the entire agreement between the Parties relating to the
22 Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements,
23 understandings, representations, and statements, whether oral or written and whether by a party or such
24 party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

25 **Binding On Assigns**

26 100. This Agreement shall be binding upon and inure to the benefit of the Parties and their
27 respective heirs, trustees, executors, administrators, successors and assigns.

28 ///

1 **No Prevailing Party**

2 101. No Party shall be considered a prevailing party for any purpose. Except as otherwise
3 provided for in this Agreement, each Party shall bear its or his own attorney fees and costs.

4 **Class Counsel Signatories**

5 102. It is agreed that because the members of the Class are numerous, it is impossible or
6 impractical to have each member of the Class execute this Agreement. The Notice of Class Action
7 Settlement shall advise all Class Members of the binding nature of the Agreement, and the Agreement
8 shall have the same force and effect as if this Agreement were executed by each member of the Class.

9 **Counterparts**

10 103. This Agreement, and any amendments hereto, may be executed in any number of
11 counterparts, each of which when executed and delivered shall be deemed to be an original and all of
12 which taken together shall constitute but one and the same instrument. DocuSign, fax and pdf signatures
13 shall be as valid as original signatures.

14 **Waiver of Right to Object**

15 104. By signing this Agreement, Plaintiffs, individually and on behalf of the Class, agree to be
16 bound by its terms. Likewise, Defendant agrees to be bound by the terms of this Settlement and agrees
17 not to object to any of the terms of the Agreement.

18 **Administration Costs if Settlement Fails**

19 105. If the Settlement is not finally approved by the Court, voided or rescinded, any costs
20 incurred by the Settlement Administrator shall be paid equally by the Parties (half by Plaintiffs and half
21 by Defendant).

22 **Final Order and Judgment**

23 106. Upon final approval of the Settlement, a Final Order and Judgment shall be entered by
24 the Court which shall, among other things:

- 25 (i) Grant final approval to the Settlement as fair, reasonable, adequate, in good faith
26 and in the best interests of the Class as a whole, and order the Parties to carry out
27 the provisions of this Agreement.
28

- (ii) Adjudge that the Settlement Class Members of the Settlement are conclusively deemed to have released the Released Parties from the applicable Released Class Claims, as more specifically set forth above.
- (iii) Prohibit and permanently enjoin each Settlement Class Member of the Settlement from pursuing in any fashion against any of the Released Parties any and all of the applicable Released Class Claims.
- (iv) Reserve continuing jurisdiction as provided herein.

IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

DATED: 07 / 20 / 2023

Brenda Williams

By: BRENDA WILLIAMS, successor in interest for
MATTHEW WILLIAMS

DATED: _____

NATHANIEL SINCLAIRE

DATED: _____

PALAMERICAN SECURITY (CALIFORNIA), INC.

By: _____

APPROVED AS TO FORM AND CONTENT:

DATED: 7/20/2023

DIVERSITY LAW GROUP, P.C.

By

Larry W. Lee

Attorneys for Plaintiff Matthew Williams

DATED: _____

OTKUPMAN LAW FIRM, A LAW
CORPORATION

Roman Otkupman

Attorneys for Plaintiff Nathaniel Sinclair

///

- (ii) Adjudge that the Settlement Class Members of the Settlement are conclusively deemed to have released the Released Parties from the applicable Released Class Claims, as more specifically set forth above.
- (iii) Prohibit and permanently enjoin each Settlement Class Member of the Settlement from pursuing in any fashion against any of the Released Parties any and all of the applicable Released Class Claims.
- (iv) Reserve continuing jurisdiction as provided herein.

IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

DATED: _____

MATTHEW WILLIAMS

DocuSigned by:

DATED: 3/20/2023

Nathaniel Sinclair

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NATHANIEL SINCLAIRE

DATED: _____

PALAMERICAN SECURITY (CALIFORNIA), INC.

By: _____

APPROVED AS TO FORM AND CONTENT:

DATED: _____

DIVERSITY LAW GROUP, P.C.

By _____

Larry W. Lee

Attorneys for Plaintiff Matthew Williams

DATED: 3/20/2023

OTKUPMAN LAW FIRM, A LAW CORPORATION

DocuSigned by:

Roman OTKUPman

3B92904873A3467...

Roman Otkupman

Attorneys for Plaintiff Nathaniel Sinclair

///

- (ii) Adjudge that the Settlement Class Members of the Settlement are conclusively deemed to have released the Released Parties from the applicable Released Class Claims, as more specifically set forth above.
- (iii) Prohibit and permanently enjoin each Settlement Class Member of the Settlement from pursuing in any fashion against any of the Released Parties any and all of the applicable Released Class Claims.
- (iv) Reserve continuing jurisdiction as provided herein.

IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

DATED: _____

MATTHEW WILLIAMS

DATED: _____

NATHANIEL SINCLAIRE

DATED: March 21st 2023



PALAMERICAN SECURITY (CALIFORNIA), INC.

By: Ashley Cooper

APPROVED AS TO FORM AND CONTENT:

DATED: _____

DIVERSITY LAW GROUP, P.C.

By _____
Larry W. Lee
Attorneys for Plaintiff Matthew Williams

DATED: _____

OTKUPMAN LAW FIRM, A LAW
CORPORATION

Roman Otkupman
Attorneys for Plaintiff Nathaniel Sinclair

///

1 DATED: March 29, 2023

KAUFMAN DOLOWICH & VOLUCK LLP

2
3 By:


Katherine S. Catlos
Kartikey Pradhan
Marcus Dong
Attorneys for Defendant

EXHIBIT 1

Williams, et al. v. PalAmerican Security (California), Inc., et al.
SETTLEMENT ADMINISTRATOR
[INSERT SETTLEMENT ADMINISTRATOR]

IMPORTANT LEGAL MATERIALS

Barcode39 - <<SequenceNo>>

<<Name1>>

<<Name2>>

<<Name3>>

<<Name4>>

<<Address1>>

<<Address2>>

<<City>> <<State>> <<Zip10>>

<<CountryName>>

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

Williams, et al. v. PalAmerican Security (California), Inc., et al.
Case No. 34-2021-00305148-CU-OE-GDS

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

**YOU ARE ESTIMATED TO RECEIVE APPROXIMATELY \$<<EstimatedAward>> THROUGH
THIS CLASS ACTION SETTLEMENT.**

To: all current and former non-exempt security guard/security officer California employees of Defendant who worked for Defendant at any time during the period of time from January 1, 2021 through December 27, 2022

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.
YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED SETTLEMENT.

TO RECEIVE YOUR SHARE, YOU DO NOT NEED TO DO ANYTHING.

This Notice is Court Approved. This is not a solicitation from an attorney.

1. WHY DID I GET THIS NOTICE?

You received this Notice because the court granted preliminary approval of a proposed settlement (the "Settlement") in the class action and representative lawsuit entitled *Williams, et al. v. PalAmerican*

Security (California), Inc., Case No. 34-2021-00305148-CU-OE-GDS (hereinafter referred to as the “Action”) on [INSERT DATE OF PRELIMINARY APPROVAL].

The Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement, see Section 15, below.

2. WHAT IS THE ACTION ABOUT?

On July 29, 2021, Williams filed a putative class action complaint in Sacramento County Superior Court against Defendant. Williams’ Complaint asserted the following claims : (1) failure to provide accurate wage statements; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to pay reporting time wages; (5) failure to provide off-duty rest periods; (6) failure to provide off-duty meal periods; (7) failure to provide off-duty rest periods; and (8) failure to reimburse business expenses. On March 22, 2022, Williams filed a First Amended Complaint dismissing Defendant PalAmerican Security, Inc., a Tennessee Corporation, and adding a cause of action for Violation of the Private Attorneys General Act (the “PAGA”), Labor Code § 2698, et seq. On July 21, 2023, this Court granted Brenda Williams’ motion to be appointed the successor of Williams in this lawsuit, as Williams unfortunately passed away during the litigation of this matter. Thus, Ms. Williams has stepped into Williams’ shoes for all purposes.

On December 28, 2021, Nathaniel Sinclair (“Sinclair”) (Williams and Sinclair collectively “Plaintiffs”) filed a Class Action complaint against Defendant in the Sacramento County Superior Court, Case No. 34-2021-00312335. On March 21, 2022, Sinclair filed his First Amended Complaint against Defendant alleging the following causes of action: (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay all wages; (4) knowing and intentional failure to comply with itemized employee wage statements; (5) failure to timely pay wages due at termination; (6) failure to timely pay employees; and (7) penalties pursuant to Labor Code Section 2699(f).

On ***, 2023, the Parties filed the operative Second Amended Complaint, which added Sinclair and his claims to the Action.

Defendant vehemently denies the allegations in the Action and is prepared to continue to defend the action vigorously. No court has made any ruling on the merits in the Action. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing.

3. WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Plaintiffs brought this case as a class action. In the Action, the Plaintiffs seek to represent you on a class and representative basis. PalAmerican Security (California), Inc. is the Defendant. A class action allows the Court to resolve the claims of all the class members at the same time. A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action. A class action allows one court to resolve all of the issues in a lawsuit for all the class members who choose not to exclude themselves from the class.

4. WHO IS INCLUDED IN THE SETTLEMENT CLASS?

All current and former non-exempt security guard/security officer California employees of

Defendant who worked for Defendant at any time during the period of time from January 1, 2021 through December 27, 2022 (the “Class Period”).

5. WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

There was a hearing on **INSERT PRELIMINARY APPROVAL DATE** in the Superior Court of the State of California for the County of Sacramento, at which time Judge Jill H. Talley preliminarily approved the Settlement. The Settlement represents a compromise of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Actions have merit or that Defendant has any liability to the Plaintiffs or the Class Members on those claims. No court has made any ruling on the merits of the Action.

The parties have agreed to settle the case for \$325,000.00 (“Gross Settlement Amount” or “GSA”). Under the terms of the settlement, the following payments have been agreed to: (1) attorneys’ fees not to exceed \$113,750 (35%) of the GSA; (2) all documented litigation costs to Class Counsel, in amounts set by the Court, which are expected to not exceed \$40,000; (3) service payments to the Named Plaintiffs Williams and Sinclair for their services in the Action, in an amount not to exceed \$10,000 each, for a total of \$20,000; and (4) \$9,000 for administration settlement costs. The amount of money remaining after these payments is the amount that will be distributed to individuals who are Settlement Class Members. This amount is known as the “Individual Settlement Payment.”

The Individual Settlement Payment to each Settlement Class Member shall be determined based on the number of Qualifying Workweeks worked by the Settlement Class Member during the Class Period. The Net Settlement Amount shall be divided by the total number of Qualifying Workweeks for all Settlement Class Members during the Class Period. The result of this division shall yield a Workweek Payment Rate for the Class. The gross amount of each Settlement Class Member’s Individual Settlement Payment shall be calculated by multiplying the number of Qualifying Workweeks applicable to that Class Member by the Workweek Payment Rate. Likewise, the Individual Settlement Payment to each Aggrieved Employee shall be determined based on the number of Qualifying Workweeks worked by the Aggrieved Employee during the PAGA Period. The 25% portion of the PAGA Penalty, or \$8,125, shall be divided by the total number of Qualifying Workweeks worked by all Aggrieved Employees during the PAGA Period. The result of this division shall yield a Workweek Payment Rate for the Aggrieved Employee. The gross amount of each Aggrieved Employee’s Individual Settlement Payment shall be calculated by multiplying the number of Qualifying Workweeks applicable to that Aggrieved Employee by the Workweek Payment Rate. Aggrieved Employees shall receive their portion of the PAGA Penalty regardless of whether they opt-out and they shall still be bound by the release of Released PAGA Claims.

Your estimated Settlement payments is <<Estimated Payment>>.

6. HOW DOES THE SETTLEMENT AFFECT MY RIGHTS?

If the Settlement is approved, the Court will enter a Final Order and Judgment. Upon entry of the Final Order and Judgment and funding of the GSA, you will release the following claims, and will be barred from prosecuting any and all such claims, against Defendant PalAmerican Security (California), Inc. and each of their present and former parents, affiliates, divisions and subsidiaries, acquired companies, and each of its respective present and former directors, officers, shareholders, agents, representatives, employees, partners, attorneys, insurers, predecessors, successors, assigns, affiliated companies and entities and any individual or entity that could be jointly liable (“Released Parties”) as follows:

Each Settlement Class Member, individually and on behalf of their respective successors, assigns, agents, attorneys, executors, heirs and personal representatives, shall fully and finally release and discharge the Released Parties, and each of them from the Released Class Claims. The Released Class Claims include all claims, rights, demands, liabilities, causes of action, and theories of liability that were or could have been alleged against any of the Released Parties arising out of, in connection with, or based on the facts alleged in the Civil Action, *i.e.*, including, but not limited to, (1) failure to provide accurate wage statements in violation of Labor Code § 226; (2) failure to pay minimum wages in violation of Labor Code §§ 201-204, 558, 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of 201-204, 510, 558, 1194, 1197, and 1197.1; (4) failure to pay reporting time wages in violation of 201-204, 510, 558, 1174, 1198, and 1199; (5) failure to provide off-duty rest periods in violation of Labor Code § 226.7; (6) failure to provide off-duty meal periods in violation of Labor Code §§ 226.7 and 512; and (7) failure to reimburse business expenses in violation of Labor Code § 2802. Additionally, each Settlement Class Member shall release the Released Parties from any and all damages, interest, costs, or attorneys' fees, and penalties arising from the Class Released Claims. This release shall extend to all such claims accrued during the Class Period.

Each Aggrieved Employee, individually and on behalf of their respective successors, assigns, agents, attorneys, executors, heirs and personal representatives, shall fully and finally release and discharge the Released Parties, and each of them from the Released PAGA Claims. Released PAGA Claims include all claims for civil penalties, costs and attorneys' fees recoverable to Aggrieved Employees under the PAGA arising out of, in connection with, or based on the facts alleged in the Civil Action and Plaintiffs' written notices submitted to the LWDA, *i.e.*, including, but not limited to, (1) failure to provide accurate wage statements in violation of Labor Code § 226; (2) failure to pay minimum wages in violation of Labor Code §§ 201-204, 558, 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of 201-204, 510, 558, 1194, 1197, and 1197.1; (4) failure to pay reporting time wages in violation of 201-204, 510, 558, 1174, 1198, and 1199; (5) failure to provide off-duty rest periods in violation of Labor Code § 226.7; (6) failure to provide off-duty meal periods in violation of Labor Code §§ 226.7 and 512; and (7) failure to reimburse business expenses in violation of Labor Code § 2802.

The precise definitions of the capitalized terms in the paragraphs above can be found in the Class and PAGA Action Settlement Agreement filed on July 27, 2023, which can be viewed at the Courthouse (Superior Court of the State of California for the County of Sacramento, 720 9th St. Sacramento, CA 95814) during normal business hours or viewed online at <https://services.saccourt.ca.gov/PublicCaseAccess>.

7. WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

You do not need to do anything to participate in the settlement. You will receive a monetary award from this Settlement approximately 90 days after the Final Approval Hearing on [INSERT DATE], if the Settlement is approved, and no later appeal is filed. Class Counsel have been appointed and approved by the Court and Class Counsel will represent you.

NOTE: It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment. If you fail to keep your address current, you may not receive your settlement payment.

8. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

You can object to any of the terms of the Settlement before or at the Final Approval Hearing. Failure to take the steps below will be deemed a waiver of your objections. If the Court rejects your

objection, you will still be bound by the terms of the Settlement, and receive a settlement payment unless you timely request to be excluded from the settlement. To object, in writing, you should mail your written objection to the Settlement Administrator at the addresses listed below by **[INSERT OBJECTION DEADLINE]**, 30 days after the date of mailing of this Notice. Your objection must: (1) state your full name, address, and phone number; (2) state the grounds for the objection; (3) be signed by you or your lawful representative; and (4) be postmarked on or before the **[INSERT OBJECTION DEADLINE]**:

- Settlement Administrator:
Williams v. PalAmerican Security (California), Inc.
Phoenix Settlement Administrators
[INSERT SETTLEMENT ADMINISTRATOR ADDRESS]
Toll-free number: [TBD]
INSERT EMAIL

Any written objections shall state each specific reason for your objection and any legal support for each objection. You may appear personally at the Final Approval Hearing, or through your own counsel, paid for at your own expense.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FINAL APPROVAL HEARING.

9. WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to request exclusion from the settlement. To do so, you must mail a letter to the Settlement Administrator that (1) contains your name, address, and phone number; (2) state that you request to exclude yourself from the Settlement and to opt out of the Settlement; (3) be signed by you or your lawful representative; and (4) be postmarked on or before **[INSERT OPT OUT DEADLINE]**:

- Settlement Administrator:
Williams v. PalAmerican Security (California), Inc.
Phoenix Settlement Administrators
[INSERT SETTLEMENT ADMINISTRATOR ADDRESS]
Toll-free number: [TBD]
INSERT EMAIL

Unless you timely request to be excluded from the settlement, you will be bound by the judgment upon final approval of the Settlement, including the Release described in this Notice. Class Counsel will not represent your interests if you request to be excluded.

10. WILL THE NAMED PLAINTIFF BE COMPENSATED FOR BRINGING THIS LAWSUIT?

Plaintiffs Williams and Sinclair will request a service award of up to \$10,000 each, for a total of \$20,000, for their services as the Representatives and for their efforts in prosecuting the Action. The Court will make the final decision as to the amount of the service award to be paid to the Plaintiffs. Plaintiffs' Application for their service awards can be viewed at the Courthouse after **[INSERT DATE]**, during normal business hours (as well as Class Counsel's Application for Attorneys' Fees and Costs as discussed below), or online at <https://www.saccourt.ca.gov/indexes/new-portal-info.aspx> [please note

that you will need to create an account, but access is free]. Plaintiff's Application will be available for review by no later than [INSERT DATE].

11. DO I HAVE A LAWYER IN THIS CASE?

Yes. The Court has ordered that the interests of Named Plaintiff and the Class Members are represented by counsel for Named Plaintiff as follows:

Larry W. Lee, Esq.
DIVERSITY LAW GROUP
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554
Email: lwlee@diversitylaw.com

Edward W. Choi, Esq.
LAW OFFICES OF CHOI & ASSOCIATES
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
Telephone: (213) 381-1515
Facsimile: (213) 465-4885
Email: edward.choi@choiandassociates.com

Dennis S. Hyun
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515 S. Figueroa St., Suite 1250
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(213) 488-6555
(213) 488-6554 facsimile
dhyun@hyunlegal.com

Roman Otkupman
Roman@OLFLA.com
Nidah Farishta
Nidah@OLFLA.com
OTKUPMAN LAW FIRM, A LAW CORPORATION
5743 Corsa Ave, Suite 123
Westlake Village, CA 91362
Telephone: (818) 293-5623
Facsimile: (888) 850-1310

(Collectively, "Class Counsel"). Class Members will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

12. HOW WILL THE LAWYERS BE PAID?

Class Counsel will be requesting from the Court an amount not to exceed 35% of the total settlement amount (in other words, up to \$113,750.00) for their attorneys' fees and litigation costs not exceeding \$40,000. A copy of Class Counsel's application for attorneys' fees and costs can be viewed at the Courthouse after [INSERT DATE – 16 COURT DAYS BEFORE FINAL APPROVAL], during normal business hours or viewed online at <https://www.saccourt.ca.gov/indexes/new-portal-info.aspx>. The actual amount awarded to Class Counsel will be determined by the Court.

13. WHAT IS THE FINAL APPROVAL HEARING?

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Class; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for a service award to Named Plaintiff.

14. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold the Final Approval Hearing on [INSERT DATE and TIME] a.m., in Department 27 of the Superior Court of the State of California for the County of Sacramento, 720 9th St. Sacramento, CA 95814 (“Final Approval Hearing”).

The Final Approval Hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing to have your objection considered by the Court. However, you have the right to attend the Final Approval Hearing and be represented by your own counsel at your own expense. If you plan to attend the Final Approval Hearing, you may contact Class Counsel to confirm the date and time. If the Settlement is not approved by the Court or does not become final for some reason, the Action may continue to trial.

15. MAY I SPEAK AT THE FINAL APPROVAL HEARING?

At the hearing, the Court will be available to hear any objections and arguments concerning the Settlement. You may attend, but you do not have to attend. If you have requested exclusion from the Settlement, however, you may not speak at the Final Approval Hearing.

16. HOW DO I GET MORE INFORMATION?

To see a copy of the Class and PAGA Action Settlement Agreement filed on July 27, 2023, (which defines the capitalized terms used in this Notice and provides a brief summary of what has happened in the Action), the Court’s Preliminary Approval Order, Class Counsel’s application for attorneys’ fees and costs, the operative Complaint filed in the lawsuit, and other filed documents related to the lawsuit and this Settlement, you may view all such files at the Clerk’s office at the Superior Court of the State of California for the County of Sacramento, 720 9th St. Sacramento, CA 95814 or viewed online at <https://www.saccourt.ca.gov/indexes/new-portal-info.aspx>. Again, access to the Court’s website is free but you need to create an account.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the address and telephone number listed below, toll free. Please refer to the Williams v. PalAmerican Security (California), Inc. Settlement.

Williams v. PalAmerican Security (California), Inc.
Phoenix Settlement Administrators
[INSERT SETTLEMENT ADMINISTRATOR ADDRESS]
Toll-free number: [TBD]
INSERT EMAIL

You may also contact the attorneys for the Class, whose names and contact information are listed above.

17. WHAT IF MY INFORMATION CHANGES?

If, after you receive this Notice, you change your postal address or telephone number, it is your responsibility to inform the Settlement Administrator of your updated information.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE
LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE**