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Attorneys for Plaintiff

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

MARGARET TAYLOR, individually, and
on behalf of other members of the general
public similarly situated and other aggrieved
employees pursuant to the California Private
Attorneys General Act,

Plaintiff,

vs.

BARBIER SECURITY GROUP, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 2000399

Honorable Stephen Freccero
Department A

CLASS ACTION

**DECLARATION OF BRIAN J. ST. JOHN
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiff's Motion for Preliminary Approval of
Class Action Settlement; Declaration of
Proposed Class Representative (Margaret
Macedo); and [Proposed] Order filed
concurrently herewith]

Date: _____
Time: _____
Department: A

Complaint Filed: January 31, 2020
FAC Filed: June 23, 2022
Trial Date: None Set

DECLARATION OF BRIAN J. ST. JOHN

I, Brian J. St. John, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Margaret Macedo (formerly Margaret Taylor). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiff in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior

1 Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA
2 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.
3 From approximately September 2002 to approximately December 2002, he served as a Judicial
4 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
5 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a
6 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
7 Appellate District. In December of 2004, he obtained a license to practice law from the California
8 State Bar. From approximately December 2004 to approximately August 2008, he was employed
9 by Girardi & Keese. At Girardi & Keese, his practice focused on class actions and other complex
10 cases involving toxic torts and products liability. In addition, he gained substantial experience on
11 cases involving insurance bad faith, premises liability, and medical negligence. While employed
12 by Girardi & Keese, he argued approximately one hundred (100) motions, took or defended
13 approximately one hundred fifty (150) depositions, and prepared dozens of expert witnesses for
14 deposition or trial. Since in or around October of 2008, through his work at Lawyers *for* Justice,
15 PC, he has almost exclusively focused on the prosecution of consumer and employment class
16 actions, involving wage-and-hour claims, race discrimination, unfair business practices, or
17 consumer fraud. While employed by Lawyers *for* Justice PC, he has argued over one hundred
18 (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of
19 expert witnesses for deposition or trial, and attended over one hundred seventy-five (175)
20 mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-
21 counsel, he has successfully litigated cases involving the executive, administrative, and other
22 overtime exemptions to the State of California and federal overtime compensation requirements.
23 Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by
24 contested motion practice in approximately fifteen (15) cases in the last decade, and litigated over
25 1,000 class action or representative action cases.

26 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
27 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
28 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.

1 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
2 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
3 From approximately August 2008 to approximately December 2008 he served as a Judicial Extern
4 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
5 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
6 of the State of California and all United States District Courts in the State of California. He has
7 worked on many wage-and-hour class action and representative action cases, taking the lead in
8 taking and defending depositions, arguing motions, and attending mediations. He has played an
9 integral role in preparing matters for class certification, including and not limited to, successful
10 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
11 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
12 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
13 RG13680477). Under his and Edwin Aiwazian's supervision, dozens of class action or
14 representative cases have resulted in settlements that have been granted court approval, including
15 and not limited to, those listed in paragraph 7 herein. He has worked on over one hundred (100)
16 class action or representative action cases which have resulted in settlement.

17 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
18 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
19 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
20 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
21 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
22 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
23 Court. She has taken and defended dozens of depositions and successfully handled motion practice
24 in class action cases regarding discovery (including and not limited to, regarding class contact
25 information), class certification (both contested class certification and stipulated class
26 certification), arbitration agreements, coordination, intervention. She has successfully handled
27 briefing and oral argument on appeal, and obtained notable decisions regarding the Private
28 Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential*

1 Overall Supply, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017),
2 cert. denied (U.S., Dec. 11, 2017) and ZB, N.A. v. Superior Court, 8 Cal.5th175 (2019). She also
3 has extensive experience with class action and/or representative action settlements. Under her,
4 Edwin Aiwasian, and Arby Aiwasian's supervision, the firm has handled the class certification
5 and court approval process for hundreds of class action and/or representative action matters that
6 have successfully resolved. She is a member of the California Employment Lawyers Association.

7 6. I am a Member of Lawyers for Justice, PC. I received my Bachelors degree from
8 the University of California, San Diego in 2010 and earned my Juris Doctor degree from the
9 University of California, Berkeley, School of Law in 2013. I was admitted to practice law in
10 California in 2015. I am admitted to practice before all courts of the State of California and all
11 federal district courts in the State of California. I have worked on many wage and hour class action
12 and PAGA representative matters, and my work has included, *inter alia*, researching and drafting
13 pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and
14 settlement agreements, engaging in motion practice, claims evaluation and analysis, and making
15 court appearances. Prior to working at Lawyers for Justice, PC, I spent several years working for
16 a boutique employment and labor law firm representing employers, and, in 2019 and 2020, I was
17 employed as general counsel for a DMHC licensed discount dental plan.

18 **EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND**
19 **REPRESENTATIVE ACTION CASES**

20 7. What follows are just a few examples of the type of results Lawyers for Justice, PC
21 ("LFJ") has achieved on behalf of its clients:

22 a) LFJ, in association with co-counsel therein, represented the plaintiffs in a
23 wage-and-hour class action against a major property management company involving allegations
24 of misclassification of various "manager" positions. On September 20, 2010, the court granted
25 final approval of the class action settlement. The Los Angeles County Superior Court Case
26 Number is BC400414.

27 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a
28 wage-and-hour class action against a national retailer of household items involving allegations of

1 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
2 granted final approval of the class action settlement. The Los Angeles County Superior Court
3 Case Number is BC413498.

4 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
5 wage-and-hour class action against a national property management company involving
6 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
7 granted final approval of the class action settlement. The Los Angeles County Superior Court
8 Case Number is BC430918.

9 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
10 wage-and-hour class action against a national retailer involving allegations of misclassification of
11 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
12 certification. On August 26, 2013, the court granted final approval of the class action settlement.
13 The Los Angeles County Superior Court Case Number is BC424012.

14 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
15 wage-and-hour class and PAGA representative action against a bank, involving allegations of
16 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
17 granted final approval of the class and PAGA representative action settlement. The Kern County
18 Superior Court Case Number is S-1500-CV-273194-LHB.

19 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
20 wage-and-hour class and PAGA representative action against a national wholesale distributor of
21 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
22 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
23 representative action settlement. The Sacramento County Superior Court Case Number is 34-
24 2012-00136285.

25 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
26 wage-and-hour class action against a multinational corporation that provides global workplace
27 solutions, involving allegations of misclassification of the “Operations Manager” position. On
28

1 September 16, 2014, the court granted plaintiff's motion for class certification. The Los Angeles
2 County Superior Court Case Number is BC478769.

3 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
4 wage-and-hour class and PAGA representative action against a national retailer of household
5 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
6 final approval of the class and PAGA representative action settlement. The San Francisco County
7 Superior Court Case Number is CGC-13-532344.

8 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
9 wage-and-hour class and PAGA action involving allegations of misclassification of the salaried
10 residential "Property Manager" position. On September 17, 2015, the court granted plaintiff's
11 motion for class certification. On October 20, 2017, the court granted final approval of the class
12 and PAGA representative action settlement. The Los Angeles County Superior Court Case
13 Number is BC474784.

14 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
15 wage-and-hour class and PAGA representative action against a national retailer of upscale
16 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
17 granted final approval of the class and PAGA representative action settlement. The Los Angeles
18 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
19 Coordination Proceeding Number is 4794.

20 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
21 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
22 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
23 settlement. The Los Angeles County Superior Court Case Number is BC488069.

24 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
25 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
26 involving allegations of misclassification of the "Department Manager" position. On August 12,
27 2016, the court granted the plaintiffs' motion for class certification in part and certified a class. On
28

1 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
2 County Superior Court Case Number is RG13680477.

3 m) LFJ represented the plaintiff in a PAGA representative action against a real
4 estate and property management company, on behalf of non-exempt employees. On November 4,
5 2016, the court granted approval of the PAGA representative action settlement. The Orange
6 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

7 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
8 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-
9 exempt employees. On November 18, 2016, the court granted final approval of the class and
10 PAGA representative action settlement. The San Francisco County Superior Court Case Number
11 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

12 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
13 representative action against a foodservice distributor, on behalf of non-exempt employees. On
14 January 26, 2017, the court granted final approval of the class and PAGA representative action
15 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

16 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
17 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
18 employer's motion to compel arbitration, which resulted in a published opinion by the California
19 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
20 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court
21 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
22 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

23 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class and PAGA representative action against a consumer packaging company, on
25 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
26 and PAGA representative action settlement. The Los Angeles County Superior Court Case
27 Number is BC590429.

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1 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a manufacturer of food service
3 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
4 approval of the class and PAGA representative action settlement. The Orange County Superior
5 Court Case Number is 30-2015-00810013-CU-OE-CXC.

6 s) LFJ in association with co-counsel, represented the plaintiffs in a wage-and-
7 hour class and PAGA representative action against a lumber and hardware company on behalf of
8 non-exempt employees. On April 26, 2017, the court granted final approval of the class and PAGA
9 representative action settlement. The Orange County Superior Court Case Number is 30-2014-
10 00747750-CU-OE-CXC.

11 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
12 representative action against a property management company, on behalf of non-exempt
13 employees. On June 14, 2017, the court granted final approval of the class and PAGA
14 representative action settlement. The Los Angeles County Superior Court Case Number is
15 BC586234.

16 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
17 representative action against a food company on behalf of non-exempt employees. On June 30,
18 2017, the court granted final approval of the class and PAGA representative action settlement. The
19 Sacramento County Superior Court Case Number is 34-2015-00175871.

20 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
21 representative action against a chocolate company on behalf of non-exempt employees. On July
22 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
23 The Alameda County Superior Court Case Number is RG15764300.

24 w) Our firm represented the plaintiff in a PAGA representative action, against
25 the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
26 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
27 Los Angeles County Superior Court Case Number is BC569664.

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1 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
2 representative action against a manufacturer of plastic containers on behalf of non-exempt
3 employees. On October 31, 2017, the court granted final approval of the class and PAGA
4 representative action settlement. The Los Angeles County Superior Court Case Number is
5 BC577233.

6 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
8 employees. On December 11, 2017, the court entered an order granting final approval of the class
9 and PAGA representative action settlement. The Los Angeles County Superior Court Case
10 Number is BC569646.

11 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a property management company
13 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court entered an
14 order granting final approval of the class and PAGA representative action settlement. The Los
15 Angeles County Superior Court Case Number is JCCP4819 and the Judicial Council Coordination
16 Proceeding Number is 4819.

17 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
18 wage-and-hour class and PAGA representative action against a global provider of flexible office
19 space solutions. On February 15, 2018, the court entered an order granting final approval of the
20 class and PAGA representative action settlement. The Los Angeles County Superior Court Case
21 Number is BC498401.

22 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
23 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
24 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
25 County Superior Court Case Number is VCU264528.

26 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
27 representative action against a behavioral health service provider on behalf of non-exempt
28 employees. On November 13, 2018, the court granted final approval of the class and PAGA

1 representative action settlement. The Alameda County Superior Court Case Number is
2 RG16811450.

3 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
4 PAGA representative action against a global provider of products and services to the energy
5 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
6 granted approval of the PAGA representative action settlement. The Kern County Superior Court
7 Case Number is S-1500-CV-280215-SDC.

8 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
9 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
10 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
11 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
12 Council Coordination Proceeding Number is 4886.

13 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
14 wage-and-hour class and representative action against a bank on behalf of non-exempt employees.
15 On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and
16 certified a class. The Alameda County Superior Court Case Number is RG15757606 and the
17 Judicial Council Coordination Proceeding Number is 4921.

18 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
19 wage-and-hour class and PAGA representative action against a national retailer of apparel and
20 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
21 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
22 court granted final approval of the class and PAGA representative action settlement. The
23 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

24 hh) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
25 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
26 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
27 notable decision from the California Supreme Court clarifying the law and finding, in part, that
28 employer arbitration agreements are unenforceable where they block a PAGA claim from

1 proceeding, *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court
2 granted approval of the PAGA representative action settlement. The San Diego County Superior
3 Court Case Number is 34-2015-00175330.

4 ii) LFJ, in association with co-counsel therein, represents the plaintiff in a
5 wage-and-hour class and PAGA representative action against a medical equipment supplier on
6 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
7 for class certification and certified a class. The San Bernardino County Superior Court Case
8 Number is CIVDS1505744.

9 jj) LFJ, in association with co-counsel therein, represents the plaintiff in a
10 wage-and-hour class and PAGA representative action against a large national drug testing
11 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
12 plaintiff's motion for class certification and certified a class. The San Diego County Superior
13 Court Case Number is 37-2018-00019611-CU-OE-CTL.

14 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
15 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
16 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
17 court granted in part the plaintiff's motion for class certification and certified a class. The
18 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
19 Judicial Council Coordination Proceeding Number is 4930.

20 ll) LFJ, in association with co-counsel therein, represents the plaintiffs in a
21 wage-and-hour class and PAGA representative action against a plastic packaging company on
22 behalf of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs' motion
23 for class certification and certified a class. On November 8, 2021, the court granted approval of
24 the partial settlement of the action. The San Bernardino County Superior Court Case Number is
25 CIVDS1507361.

26 mm) LFJ, in association with co-counsel therein, represents the plaintiffs in a
27 wage-and-hour class action against manufacturer and supplier of power products and services on
28 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion

1 for class certification and certified a class. The San Diego County Superior Court Case Number is
2 37-2015-00025968-CU-OE-CTL.

3 nn) LFJ represents the plaintiff in a wage-and-hour class action against a
4 nutritional products manufacturer on behalf of non-exempt production line employees. On
5 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
6 certified a class. The Solano County Superior Court Case Number is FCS051001.

7 oo) LFJ represents the plaintiff in a wage-and-hour class action against an iconic
8 lifestyle accessories brand and retailer on behalf of non-exempt employees. On March 15, 2022,
9 the court granted the plaintiff's motion for class certification in part and certified a class. The San
10 Francisco Superior Court Case Number is CGC-16-550794.

11 PRELIMINARY APPROVAL

12 8. Marked and attached hereto as "**EXHIBIT 1**" is the Joint Stipulation of Class Action
13 and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement") entered into by
14 and between Plaintiff Margaret Macedo (formerly Margaret Taylor) ("Plaintiff"), individually and
15 on behalf of all others similarly situated and other aggrieved employees, on the one hand, and
16 Defendant Barbier Security Group ("Defendant"), on the other hand (collectively, the "Parties").
17 The Parties and their counsel have approved the proposed Notice of Class Action Settlement
18 ("Class Notice"), which is attached to the Settlement Agreement as "Exhibit A" and respectfully
19 request that the Court approve it as well.

20 9. Based on information provided by Defendant, as of January 12, 2022, the Class is
21 estimated to consist of approximately one thousand ninety-two (1092) individuals.

22 10. The effectiveness of Lawyers for Justice, PC ("Class Counsel") in prosecuting this
23 matter has translated into tangible monetary benefits for the Class Members in the following
24 respects: (1) Class Members recover over a reasonably short period of time as opposed to waiting
25 additional years for the same, or possibly worse, result; (2) a guaranteed result that compares
26 favorably with other similar class action settlements of this type given the strengths and
27 weaknesses of the case; and (3) significant savings in Class Counsel's fees and/or costs that would
28 have only increased significantly had the case progressed through certification, trial, and/or

1 appeals.

2 11. Class Counsel has litigated the case for over two years, and was actively preparing
3 the matter for class certification and trial. The Parties have engaged in extensive settlement
4 negotiations and participated in a formal, full-day mediation conducted by Cary G. Palmer, Esq.,
5 a well-respected mediator experienced in mediating complex labor and employment matters. Prior
6 to and during the mediation and settlement discussions, the Parties exchanged class information
7 and engaged in an extensive discussion regarding their evaluations of the case and various aspects
8 of the case, including but not limited to, the risks and delays of further litigation, the risks to the
9 Parties of proceeding with class certification and/or representative adjudication, the law relating
10 to off-the-clock theory, meal and rest periods, PAGA representative actions, and wage-and-hour
11 enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among
12 other things. During all settlement discussions, the Parties conducted their negotiations at arm's
13 length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was
14 not easy. Defendant and its counsel felt strongly about their ability to prevail on the merits and at
15 certification, and Plaintiff and Class Counsel believed that they would be able to obtain class
16 certification and prevail at trial. After conducting investigations, formal and informal discovery,
17 and exchange of information, extensive settlement negotiations, and with the aid of the mediator's
18 evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal
19 issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would
20 attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the
21 Released Class Claims of Plaintiff, Settlement Class Members, PAGA Group Members, and the
22 State of California against the Released Parties.

23 12. The Parties used the pre-mediation time to investigate the veracity, strength, and
24 scope of the claims, and Class Counsel was preparing the action for class certification and trial.
25 Prior to engaging in mediation, Plaintiff conducted significant investigation and formal and
26 informal discovery regarding the facts of the case, including and not limited to, the exchange,
27 review, and analysis of thousands of pages of documents and data obtained from Defendant and
28 other sources. Class Counsel propounded multiple sets of formal written discovery requests onto

1 Defendant (specifically, Requests for Production of Documents (Set One & Set Two) Special
2 Interrogatories (Set One, Set Two & Set Three); and Form Interrogatories (Set One)) and noticed
3 the depositions of Defendant's Person Most Knowledgeable designees. Class Counsel also
4 worked with Plaintiff to provide responses to Defendant's discovery requests (specifically, Form
5 Interrogatories (Set One – Employment Law) and Requests for Admission.) The volume of data
6 and documents that Class Counsel reviewed and analyzed included and was not limited to:
7 Plaintiff and other Class Members' employment records, a detailed sampling of Class Members'
8 time and pay data, multiple iterations of Barbier Security Group Handbook, company policy
9 acknowledgements, internal memoranda, job descriptions, new hire orientation checklists,
10 operations and employment practices, Mutual Voluntary Agreement For Individual Arbitration
11 agreement, Off Duty Meal Period Waiver and Second Meal Waiver forms, Authorization Form
12 For Payment Of Missed Meal Period Or Rest Break forms, Paycheck Deduction Agreement,
13 procedures and policies, among other information and documents. Class Counsel interviewed
14 Plaintiff and other Class Members to gather facts and to identify potential witnesses. Counsel for
15 the Parties also met and conferred on numerous occasions, e.g., to discuss issues relating to the
16 pleadings, discovery, and the production of documents and data prior to the mediation. Class
17 Counsel also drafted pleadings and mediation brief and prepared for and attended court
18 proceedings, mediation, and settlement negotiations, among other tasks.

19 13. Counsel for the Parties have also invested time researching and investigating the
20 applicable law, which is constantly evolving as it relates to certification, representative PAGA
21 claims, off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement,
22 Plaintiff's claims and damages, and Defendant's defenses thereto, as well as facts discovered.
23 Based on our analysis, I submit that the result achieved in this litigation is fair, adequate, and
24 reasonable.

25 14. The Settlement provides for a Maximum Settlement Amount of seven hundred ten
26 thousand dollars (\$710,000.00). The Net Settlement Amount is the Maximum Settlement Amount
27 less the following amounts subject to approval by the Court: Attorneys' Fees and Litigation Costs
28 to Class Counsel, Enhancement Payment to Plaintiff, Administration Costs to Settlement

1 Administrator, and allocation for PAGA Penalties, seventy-five percent (75%) of which is will be
2 distributed to the Labor and Workforce Development Agency (“LWDA”) and the remaining
3 twenty-five percent (25%) will be distributed to PAGA Group Members on a *pro rata* basis.
4 Assuming that the amounts allocated under the Settlement toward these payments are awarded by
5 the Court, the Net Settlement Amount is currently estimated to be three hundred forty-five
6 thousand five hundred dollars (\$345,500.00). The Maximum Settlement Amount will be fully
7 distributed in accordance with the terms of the Settlement and there is no reversion to Defendant.

8 15. The Parties have agreed to retain Phoenix Settlement Administrators (“Phoenix” or
9 “Settlement Administrator”) to handle the notice and settlement administration. The Parties
10 respectfully request that the Court appoint Phoenix to handle these procedures and serve as the
11 Settlement Administrator. Defendant will provide Phoenix with a list of Class Members that
12 Defendant will compile from its records, which will include each Class Member’s full name, last
13 known address, last known telephone number, number of Workweeks, number of PAGA
14 Workweeks, Social Security number, and last known email address (“Class List”), and Phoenix
15 will calculate each Settlement Class Member’s estimated share of the Net Settlement Amount
16 (“Individual Settlement Payment”) and each PAGA Group Member’s estimated share of the
17 Employee PAGA Amount (“Individual PAGA Payment”). Phoenix will also receive requests for
18 exclusion from the Settlement, objections to the Settlement, and disputes regarding Workweeks;
19 provide necessary reports and declarations; calculate, subtract, and transmit necessary taxes and
20 withholdings; prepare and submit informational and other tax filings and documents; issue and
21 transmit all payments provided for by the Settlement, including and not limited to, mailing
22 Individual Settlement Payment checks to the Settlement Class Members and Individual PAGA
23 Payment checks to PAGA Group Members; and perform any other usual and customary duties for
24 administering a class action settlement. Administration Costs are currently estimated not to exceed
25 eleven thousand dollars (\$11,000.00) and will be paid out of the Maximum Settlement Amount,
26 subject to approval of the Court.

27 16. Based on investigation and information discovered, Class Counsel believes that
28 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations

1 that Defendant, with respect to Plaintiff and the Class Members, *inter alia*, failed to properly pay
2 overtime and minimum wages and associated premium pay, failed to provide compliant meal and
3 rest periods and to pay associated premium pay, failed to timely pay wages during employment
4 and upon termination of employment, failed to provide compliant wage statements, failed to
5 maintain requisite payroll records, and failed to reimburse necessary business expenses, and
6 thereby engaged in unfair business practices and conduct giving rise to penalties recoverable under
7 the Private Attorneys General Act of 2004 (California Labor Code sections 2698, et seq.). Plaintiff
8 also asserted that Class Members were expected to perform similar job duties and were subject to
9 the same or similar operations and employment policies, practices, and procedures. Additionally,
10 Plaintiff asserted that Defendant's recordkeeping practices with respect to Plaintiff and the Class
11 Members were substantially the same during the time period at issue. As a result, Plaintiff claims
12 that the Class Members, were uniformly not paid all of the compensation that was owed to them
13 by Defendant from January 31, 2016 to July 1, 2022. Thus, in Class Counsel's view, it is clear
14 that the outcome of this litigation would be determined by Defendant's uniform operations and
15 employment practices, policies, and procedures that Plaintiff alleges applied across its hourly-paid
16 or non-exempt employees in California during the Class Period.

17 17. Class Counsel is aware of the defenses and position of Defendant, but believes that
18 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff has also taken
19 into account the uncertainty and risk of the outcome of further litigation, and the difficulties and
20 delays inherent in such litigation, including those involved in class certification and/or
21 representative adjudication. Plaintiff further recognizes the burdens of proof necessary to establish
22 liability for the claims asserted in the lawsuit, Defendant's defenses, and the difficulties in
23 establishing entitlement to monetary recovery. Plaintiff has also considered the Parties' settlement
24 discussions, as well as the evaluations of the mediator, who is experienced and well-regarded in
25 complex labor and employment matters.

26 18. Defendant, on the other hand, denied and continues to deny any liability and
27 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that
28 the lawsuit is appropriate for class treatment or representative adjudication for any purpose other

1 than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides
2 have also had the opportunity to interview witnesses and review documents and information
3 relating to Plaintiff's and Class Members' employment with Defendant, and Defendant's
4 operations and employment policies, practices, and procedures. The Parties also reviewed and
5 analyzed thousands of pages of documents and data, including but not limited to a detailed
6 sampling of Class Members' time and pay information, to determine the potential value and
7 strength of the claims. The available information enabled Class Counsel to estimate the potential
8 claims of the Class and prepare damages/valuation models. Accordingly, the Parties have
9 conducted adequate investigation and discovery to be sufficiently informed of the nature and
10 extent of the Class Members' claims, and to enable both sides to fully evaluate the Settlement for
11 its fairness, adequacy, and reasonableness. The Parties have agreed that the matter is well-suited
12 for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and
13 risks to both sides that would attend further litigation. The Settlement takes into account the
14 strengths and weaknesses of each side's position and the uncertainty of how the case might have
15 concluded at certification, trial, and/or appeals.

16 19. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
17 in an amount of up to thirty-five percent (35%) of the Maximum Settlement Amount
18 (i.e., \$248,500.00) and expenses and costs in an amount not to exceed twenty-eight thousand
19 dollars (\$28,000.00), which will be paid out of the Maximum Settlement Amount, subject to
20 approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs
21 of litigation and will not receive any compensation until recovery is obtained.

22 20. The Settlement Agreement provides for payment of up to seven thousand dollars
23 (\$7,000.00) to Plaintiff as Enhancement Payment, to be paid out of the Maximum Settlement
24 Amount subject to approval by the Court. Plaintiff spent considerable time and effort to produce
25 relevant documents and past employment records and to provide the facts and evidence necessary
26 to attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed her
27 and actively tried to obtain information that would benefit the Class. Accordingly, it is appropriate
28 and just for Plaintiff to receive an Enhancement Payment, in addition to her Individual Settlement

1 Payment, for her services on behalf of the Class.

2 **ESTIMATE OF THE VALUE OF THE CLAIM(S)**

3 21. Plaintiff's action alleges that Defendants have violated the California Labor Code
4 and Industrial Welfare Commission Wage Orders by engaging in a uniform policy and systematic
5 scheme of wage abuse against Plaintiff and the putative class members, including *inter alia*, failing
6 to properly compensate overtime and minimum wages, failing to provide compliant meal and rest
7 periods and associated premium pay, failing to timely pay wages during employment, failing to
8 timely pay wages upon termination and associated waiting-time penalties, failing to provide
9 compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse
10 necessary business expenses. Plaintiff further contend that Defendants' aforementioned conduct
11 constitutes unfair business practices (under the California Business and Professions Code ("UCL"))
12 and gives rise to civil penalties recoverable under PAGA.

13 22. Based on data provided by Defendants, the total number of putative class members
14 during the period from January 31, 2016 to January 31, 2022 ("relevant time period") was
15 estimated to be approximately one thousand ninety-two (1,092) individuals who worked a total of
16 38,453 workweeks with an average hourly rate of pay of \$18.38.

17 23. Plaintiff contended that Defendants required putative class members to perform
18 work before clocking-in and after clocking-out of their scheduled shifts and during meal and rest
19 periods. Plaintiff contended that Defendants discouraged the recordation of overtime hours and
20 required putative class members to perform work off-the-clock. Plaintiff contended that
21 Defendants failed to include non-discretionary bonuses and incentives in the calculation of the
22 regular rate when paying overtime wages. Plaintiff also contended that meal and rest periods were
23 regularly missed, later, shortened, and/or interrupted, that putative class members were required
24 to remain on premises during rest breaks, readily available to perform work, answer questions
25 from both supervisors and coworkers, and attend off-the-clock meetings, and that Defendants
26 failed to properly pay premiums for all non-compliant meal and rest periods. Additionally,
27 Plaintiff alleged that Defendants intentionally and willfully failed to pay Plaintiff and putative
28 class members all wages due to them while they were employed by Defendants, within the time

1 period permissible under California law, and that Defendants failed to pay all wages due upon
2 termination, within the time period permissible under California law, thereby triggering waiting-
3 time penalties under California Labor Code section 203. Plaintiff contended that, based on the
4 violations described herein, the wage statements provided by Defendants and the payroll records
5 kept by Defendants were inaccurate. Finally, Plaintiff contended that Defendants failed to
6 reimburse Plaintiff and the other putative class members for necessary business expenses,
7 including, but not limited to, the costs associated with the use of personal cell phones and
8 purchasing and/or maintaining work attire necessary to perform their work duties.

9 24. Class Counsel considered defense arguments, e.g., that the employer's practices,
10 policies, and procedures complied with the law, that Defendants paid putative class members over
11 the California minimum wage for all hours worked, that Defendants correctly paid overtime for
12 all overtime hours worked, that no waiting-time penalties were due because waiting-time penalties
13 only arise from "willful" failure to pay wages due and owing at the time of termination or
14 resignation, that Plaintiff and putative class members suffered no actual injury from the alleged
15 wage statement violations and that this alleged violation and the alleged recordkeeping violation
16 are entirely derivative of the other causes of action, and that a policy and practice of reimbursing
17 employees for necessary business-related expenses exists. Class Counsel also considered the
18 likelihood of Plaintiff's success in establishing that any of provisions of the California Labor Code,
19 on which the civil penalties under PAGA and the UCL claim are predicated, were violated and
20 that such violations were injurious and/or warranted imposition of civil penalties. Class Counsel
21 also considered that trial courts have wide discretion when assessing penalties under PAGA, and
22 that it could be determined that individual liability issues predominate (e.g. due to purported
23 variation in shifts, locations, job duties, and other circumstances which could raise individualized
24 questions of fact) and could pose challenges to certification, manageability, and the merits of
25 Plaintiff's claims.

26 25. Class Counsel considered information obtained through investigations and from
27 Plaintiff, as well as class data and information obtained from Defendants and other sources, and
28 created violation, damages, and penalties valuations and models prior to reaching the Settlement.

Based thereon, Plaintiff calculated the potential value of the claims. However, the potential value of each claim assumed an exposure based on the case having been certified and Plaintiff having proven all elements of the claims and entitlement to monetary recovery, despite risks associated with obtaining and maintaining certification, demonstrating manageability, and establishing liability and any underlying California Labor Code violations and damages, and significant additional costs that would have to be incurred in order to certify the case and establish liability and damages. Plaintiff also faced the risk of the Court finding that individualized issues predominate, such that the action is not suitable for class treatment and representative adjudication. While Class Counsel disagreed with defense arguments and factual contentions, Plaintiff's recognized the circumstances and realities of the case, applicable case law and regulations, the costs and expenses of further litigation and certification, and risks to recovery, and applied appropriate discounts for them. Class Counsel calculated the potential and realistic values of the claim(s) as follows:

- a. Failure to Pay Overtime Wages: The potential value of this claim was estimated to be \$2,120,298.42 (38,453 workweeks x 2 hours of unpaid overtime wages x overtime hourly rate of \$27.57, which is based on the average hourly rate of \$18.38). At this juncture, a discount of 40% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$1,272,179.05), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$381,653.72), and a discount of 80% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$76,330.74).
- b. Failure to Pay Minimum Wages: The potential value of this claim was estimated to be \$706,766.14 (38,453 workweeks x 1 hour of unpaid minimum wages x average hourly rate of \$18.38). At this juncture, a discount of 50% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$353,383.07), a discount of 80% was applied to

1 account for the risks associated with succeeding on the merits and establishing
2 liability (bringing the value of this claim closer to \$70,676.61), and a discount of
3 70% was applied to account for the risks associated with proving the extent of
4 damages and obtaining an award thereof (bringing the value of this claim closer to
5 \$14,135.32).

6 c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential
7 value of this claim was estimated to be \$2,120,298.42 (38,453 workweeks x 3 meal
8 period premium x average hourly rate of \$18.38). At this juncture, a discount of
9 40% was applied to account for the risks associated with obtaining and maintaining
10 class certification (bringing the value of this claim closer to \$1,272,179.05), a
11 discount of 60% was applied to account for the risks associated with succeeding on
12 the merits and establishing liability (bringing the value of this claim closer to
13 \$508,871.62), and a discount of 80% was applied to account for the risks associated
14 with proving the extent of damages and obtaining an award thereof (bringing the
15 value of this claim closer to \$101,774.32).

16 d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential
17 value of this claim was estimated to be \$706,766.14 (38,453 workweeks x 1 rest
18 period premium x average hourly rate of \$18.38). At this juncture, a discount of
19 40% was applied to account for the risks associated with obtaining and maintaining
20 class certification (bringing the value of this claim closer to \$424,059.68), a discount
21 of 80% was applied to account for the risks associated with succeeding on the merits
22 and establishing liability (bringing the value of this claim closer to \$84,811.94), and
23 a discount of 80% was applied to account for the risks associated with proving the
24 extent of damages and obtaining an award thereof (bringing the value of this claim
25 closer to \$16,962.39).

26 e. Failure to Timely Pay Wages During Employment: The value of this claim is
27 considered as a part of the valuation of the PAGA claim contained *infra*.

28 f. Failure to Timely Pay Wages After Termination (and Waiting-Time Penalties):

Based on information and data provided by Defendants, it was estimated that approximately six hundred eighty-eight (688) putative class members had been terminated during the three-year statute of limitations (i.e., from January 31, 2017). Assuming that these individuals were not timely paid all wages due to them upon termination, the potential value of waiting-time penalties was estimated to be \$3,034,905.60 collectively (688 individuals x [30 days x hourly rate of \$18.38 x 8 hours]), or approximately \$4,411.20 per individual. At this juncture, a discount of 50% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$1,517,452.80), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$455,235.84), and a discount of 90% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$45,523.58).

- g. Failure to Provide Compliant Wage Statements: The potential value of this claim was calculated to be \$530,000.00 ([472 initial violations x \$50 statutory penalty] + [5,064 subsequent violations x \$100 statutory penalty]). At this juncture, a discount of 50% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$265,000.00), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$79,500.00), and a discount of 90% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$7,950.00).
- h. Failure to Maintain Payroll Records: Arguably, civil penalties would only be recoverable by the Labor Commissioner, therefore, the value of this claim is considered as a part of the valuation of the PAGA claim contained *infra*.
- i. Failure to Reimburse Necessary Business Expenses: The potential value of this

claim was estimated to be \$115,359.00 (38,453 workweeks x \$3 unreimbursed business expenses). At this juncture, a discount of 70% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$57,679.50), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$17,303.85), and a discount of 80% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$3,460.77).

- j. PAGA Penalties: The amount of civil penalties at issue, which the Court could determine whether or not to assess and whether or not to reduce based on the facts and circumstances of the case (to avoid an award that is unjust, arbitrary and oppressive, or confiscatory, pursuant to California Labor Code section 2699(e)(2)), were estimated to be approximately \$826,000.00 (472 aggrieved employees estimated to have worked during one-year statutory period x \$1,750.00 civil penalties). At this juncture, a discount of 40% was applied to account for the risks associated with demonstrating manageability (bringing the value of this claim closer to \$495,600.00), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$198,240.00), and a discount of 70% was applied to account for the risks associated with the Court's discretion to reduce civil penalties and obtaining an award of civil penalties (bringing the value of this claim closer to \$59,472.00).

26. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interest of the Class, PAGA Group Members, and the State of California. Class Counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the case, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

I declare under penalty of perjury under the laws of the State of California that the

1 foregoing is true and correct.

2 Executed on this 1st day of August 2022, at Glendale, California.

3 

4 _____
Brian J. St. John

EXHIBIT 1

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement
3 Agreement”) is made by and between the Plaintiff MARGARET MACEDO (previously Margaret
4 Taylor) (“Plaintiff”), on her own behalf and on behalf of all members of the Settlement Class, as
5 defined below, on the one hand, and Defendant BARBIER SECURITY GROUP (“Defendant”) on
6 the other hand (Plaintiff and Defendant collectively referred to as the “Parties”), in the lawsuit
7 entitled *Margaret Taylor v. Barbier Security Group*, Marin County Superior Court, Case No. CIV
8 2000399 (“Litigation”). This Settlement resolves all claims that were asserted or could have been
9 asserted against Defendant pertaining to the claims in the Litigation.

10 **I. DEFINITIONS**

11 **A. “Administration Costs”** means all administrative costs of settlement, including
12 costs of notice to the Class, settlement administration, and any fees and costs incurred or charged
13 by the Settlement Administrator in connection with the execution of its duties under this Settlement.

14 **B. “Class Counsel” or “Plaintiff’s Counsel”** mean Edwin Aiwazian, Arby Aiwazian,
15 Joanna Ghosh, and Brian J. St. John of Lawyers *for* Justice, PC and all the lawyers of this firm
16 acting on behalf of Plaintiff and the Class.

17 **C. “Class Members”** means all current and former hourly-paid or non-exempt
18 employees who worked for Defendant within the State of California at any time during the Class
19 Period (collectively referred to as the “Class”).

20 **D. “Class Period”** means the period from January 31, 2016 through the date of
21 preliminary approval of the Settlement by the Court or July 1, 2022, whichever is earlier.

22 **E. “Class Settlement”** means the settlement and release of Released Class Claims.

23 **F. “Court”** means the Superior Court of the State of California for the County of
24 Marin.

25 **G. “Effective Date”** means: the later of: (a) if no timely objections are filed or
26 presented, or if all objections are withdrawn, the date upon which the Court enters the Final
27 Approval Order; (b) if an objection is filed or presented and not withdrawn, the date for filing an
28

1 appeal and no such appeal being filed (c) if any timely appeals are filed, the date of the resolution
2 (or withdrawal) of any such appeal in a way that does not alter the terms of the settlement.

3 **H. “Final Approval Order”** as used herein mean the final formal judgment entered by
4 the Court granting final approval of this Agreement.

5 **I. “First Amended Complaint”** means the Proposed First Amended Complaint
6 attached hereto as “Exhibit B”.

7 **J. “Individual Settlement Payments”** means payments made to the Settlement Class
8 Members from the Net Settlement Amount as part of the Settlement.

9 **K. “Individual PAGA Payments”** means payments made to the PAGA Group
10 Members from the Employee PAGA Amount that PAGA Group Members are eligible to receive
11 under the PAGA Settlement.

12 **L. “Maximum Settlement Amount”** means the sum of Seven Hundred Ten Thousand
13 Dollars (\$710,000.00), which shall be paid by Defendant, and from which all Individual Settlement
14 Payments pursuant to Section XII, Court-approved Attorneys’ Fees and Litigation Costs pursuant
15 to Section XIV, Administration Costs pursuant to Section IX, Enhancement Payment pursuant to
16 Section XV, and PAGA Penalties pursuant to Section XVII, except as provided herein.

17 **M. “Net Settlement Amount”** means the Maximum Settlement Amount minus any
18 Court-approved award of Attorneys’ Fees to Class Counsel, Litigation Costs to Class Counsel,
19 Administration Costs to the Settlement Administrator, Enhancement Payment to Plaintiff, and
20 PAGA Penalties, and as provided in Sections VIII, IX, and XIV-XVII.

21 **N. “PAGA Group Members”** means all current and former hourly-paid or non-
22 exempt employees who worked for Defendant within the State of California at any time during the
23 PAGA Period (collectively referred to as the “PAGA Members” or “PAGA Group Members”).

24 **O. “PAGA Period”** means the period from August 31, 2020 through the date of
25 preliminary approval of the Settlement by the court or July 1, 2022, whichever is earlier.

26 **P. “PAGA Penalties”** means the amount of Seventy Thousand Dollars (\$70,000.00)
27 from the Maximum Settlement Amount which will be allocated toward penalties under the Private
28 Attorneys General Act, California Labor Code § 2698 *et seq.*, of which seventy-five percent (75%)

will be paid to the LWDA (i.e., the “LWDA Payment”), and twenty-five percent (25%) will be distributed to the PAGA Group Members (i.e., the “Employee PAGA Amount”).

Q. “PAGA Settlement” means the settlement and release of Released PAGA Claims.

R. “Settlement” means the disposition and agreement to resolve the Litigation.

S. “Settlement Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”), the settlement administrator selected by the Parties, and which will be responsible for the administration of the Maximum Settlement Amount, as defined below, and all related matters. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

T. “Settlement Class Member” means a Class Member who does not submit a timely and valid Request for Exclusion.

U. “Settlement Payment” means the payment of \$710,000.00 due at final approval of the settlement by the Court.

V. “Workweeks” means the number of weeks that a Class Member worked for Defendant as an hourly-paid or non-exempt employee in California during the Class Period (based on the number of workweeks in the Class List that Defendant provides to the Settlement Administrator). Each Class Member will be credited with at least one (1) Workweek. A Workweek includes any week in which a Class Member had a time worked entry in Defendant’s timekeeping system.

II. BACKGROUND

A. On January 31, 2020, Plaintiff filed Case No. CIV2000399 in Marin County Superior Court, which is a wage and hour class action against Defendant. Plaintiff alleges, *inter alia*, on behalf of herself and all others similarly situated, that Defendant violated California state wage and hour laws and the California Business and Professions Code Section 17200 *et seq.* as a result of Defendant’s California wage and hour policies and practices. Specifically, Plaintiff alleged that Defendant violated the following provisions of the California Labor Code: (1) California Labor Code sections 510 and 1198 (failure to pay overtime); (2) California Labor Code

1 sections 226.7 and 512(a) (failure to provide compliant meal periods and associated premiums); (3)
2 California Labor Code section 226.7 (failure to provide rest periods and associated premiums); (4)
3 California Labor Code sections 1194, 1197, and 1197.1 (failure to pay minimum wages); (5)
4 California Labor Code sections 201-203 (failure to timely pay final wages); (6) California Labor
5 Code section 204 (failure to timely pay wages during employment); (7) California Labor Code
6 section 226(a) (failure to provide accurate wage statements); (8) California Labor Code section
7 1174(d) (failure to keep requisite payroll records); (9) California Labor Code sections 2800 and
8 2802 (failure to reimburse necessary business expenses); and (10) California Business &
9 Professions Code sections 17200, *et seq.*

10 **B.** On August 31, 2021, Plaintiff sent a letter to the Labor and Workforce Development
11 Agency, pursuant to California Labor Code section 2699.3, providing notice of her intent to seek
12 civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et*
13 *seq.*, for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204,
14 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and
15 Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 ("LWDA
16 Letter").

17 **C.** Class Counsel conducted extensive investigation, discovery, review and analysis of
18 data and documents, and evaluation concerning the claims set forth in the Litigation.

19 **D.** Plaintiff and Class Counsel have engaged in good faith, arms-length negotiations
20 with Defendant concerning possible settlement of the claims asserted in the Litigation. The parties
21 attended private mediation with Carey Palmer, Esq. on January 12, 2022. The negotiations
22 continued following the mediation. These good faith, arms-length negotiations, both at the
23 mediation and after the mediation, resulted in settlement of the Litigation memorialized in this
24 Settlement Agreement after extensive negotiations about the terms and conditions of the
25 Settlement.

26 **E.** Class Counsel has conducted an investigation of the law and facts relating to the
27 claims asserted in the Litigation and has concluded, taking into account the sharply contested issues
28 involved, the defenses asserted by Defendant, the expense and time necessary to pursue the

1 Litigation through trial and any appeals, the risks and costs of further prosecution of the Litigation,
2 the risk of an adverse outcome, the uncertainties of complex litigation, and the substantial benefits
3 to be received by Plaintiff and the members of the Class and State of California pursuant to this
4 Agreement, that a settlement with Defendant on the terms and conditions set forth herein is fair,
5 reasonable, adequate, and in the best interests of the Class and State of California. Plaintiff, on her
6 own behalf, on behalf of the Class, and as a private attorney general on behalf of the State of
7 California with respect to PAGA Members, has agreed to settle the Litigation with Defendant on
8 the terms set forth herein.

9 F. Defendant has concluded that, because of the substantial expense of defending
10 against the Litigation, the length of time necessary to resolve the issues presented herein, the
11 inconvenience involved, and the concomitant disruption to its business operations, it is in
12 Defendant's best interest to accept the terms of this Agreement. Defendant denies each of the
13 allegations and claims asserted against it in the Litigation. However, Defendant nevertheless
14 desires to settle the Litigation for the purpose of avoiding the burden, expense and uncertainty of
15 continuing litigation and for the purpose of putting to rest the controversies engendered by the
16 Litigation.

17 G. This Agreement is intended to and does effectuate the full, final and complete
18 settlement of the allegations and claims set forth in Sections II.A-B.

19 **III. JURISDICTION**

20 The Court has jurisdiction over the Parties and the subject matter of this Litigation. The
21 Litigation includes claims that, while Defendant denies them in their entirety, would, if proven,
22 authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted
23 final approval of the Settlement and after the Court has ordered the entry of judgment, pursuant to
24 California Code of Civil Procedure Section 664.6 the Court shall retain jurisdiction of the Litigation
25 solely for the purpose of interpreting, implementing, and enforcing this Settlement consistent with
26 the terms set forth herein.

27 ///

28 ///

1 **IV. STIPULATION OF CLASS CERTIFICATION**

2 **A.** The Parties stipulate to the certification of the Class for purposes of settlement only.
3 This stipulation is contingent upon the preliminary and final approval and certification of the Class
4 only for purposes of settlement. Should the Settlement not become final, for whatever reason, the
5 fact that the Parties were willing to stipulate provisionally to class certification as part of the
6 Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of
7 whether a class should be certified in a non-settlement context in the Litigation. Defendant
8 expressly reserves the right to oppose class certification and/or proactively move to deny
9 certification should this Settlement be modified or reversed on appeal or otherwise not become
10 final.

11 **B.** The Parties agree that class certification pursuant to California Code of Civil
12 Procedure Section 382 under the terms of this Agreement is for settlement purposes only. Nothing
13 in this Agreement will be construed as an admission or acknowledgement of any kind that any class
14 should be certified or given collective treatment in the Litigation or in any other action or
15 proceeding. Further, neither this Agreement nor the Court's actions with regard to this Agreement
16 will be admissible in any court or other tribunal regarding the propriety of class certification or
17 collective treatment. In the event that this Agreement is not approved by the Court or any appellate
18 court, is terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed to have
19 waived, limited, or affected in any way any claims, rights, or remedies in the Litigation, and
20 Defendant will not be deemed to have waived, limited, or affected in any way any of its objections
21 or defenses in the Litigation.

22 **V. MOTION FOR PRELIMINARY APPROVAL**

23 **A.** Plaintiff will bring a motion before the Court for an order preliminarily approving
24 the Settlement including the Notice of Class Action Settlement ("Class Notice"), which is attached
25 hereto as "**Exhibit A,**" and including certification of the Class for settlement purposes only.

26 **B.** The date that the Court enters an order granting preliminary approval of the
27 Settlement will be the "Preliminary Approval Date."

28 ///

1 C. Class Counsel will prepare the motion for preliminary approval of the Settlement
2 and will provide Defendant's counsel the opportunity to review it and provide input before it is
3 filed. Defendant agrees that it will not oppose Plaintiff's Motion for Preliminary Approval, nor
4 shall it seek to delay the hearing on this motion for more than thirty (30) days from the date obtained
5 by Plaintiff. This is a material term of the Settlement and any delay or opposition by Defendant
6 will be grounds for Plaintiff to withdraw from the Settlement.

7 D. Prior to bringing their motion for preliminary approval, Plaintiffs and Defendant
8 will file a joint stipulation seeking leave to file the First Amended Complaint.

9 **VI. STATEMENT OF NO ADMISSION**

10 A. Defendant denies liability for any claim or cause of action asserted in the LWDA
11 Letter and the Litigation. This Agreement does not constitute, and is not intended to constitute, an
12 admission by Defendant as to the merits, validity, or accuracy of any of the allegations or claims
13 made against it in the LWDA Letter and the Litigation.

14 B. Nothing in this Agreement, nor any action taken in implementation thereof, nor any
15 statements, discussions or communications, nor any materials prepared, exchanged, issued or used
16 during the course of the negotiations leading to this Agreement or the Settlement, is intended by
17 the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be
18 admissible in any way in this case or any other judicial, arbitral, administrative, investigative or
19 other forum or proceeding as evidence of any violation of any federal, state, or local law, statute,
20 ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. The
21 Parties themselves agree not to introduce, use, or admit this Agreement, directly or indirectly, in
22 this case or any other judicial, arbitral, administrative, investigative, or other forum or proceeding,
23 as purported evidence of any violation of any federal, state, or local law, statute, ordinance,
24 regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other
25 purpose. Notwithstanding the foregoing, this Agreement may be used and filed in any proceeding
26 before the Court that has as its purpose the interpretation, implementation, or enforcement of this
27 Agreement or any orders or judgments of the Court entered in connection with implementation of
28 this Agreement and/or the Settlement.

1 C. None of the documents produced or created by Plaintiff or the Class in connection
2 with settlement procedures constitute, and they are not intended to constitute, an admission by
3 either Plaintiff or Defendant regarding whether or not any violation of any federal, state, or local
4 law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in
5 equity has occurred.

6 **VII. WAIVER, RELEASE AND CONFIDENTIALITY**

7 **A. Release As to All Settlement Class Members.**

8 Upon the Effective Date, Plaintiff and all Settlement Class Members waive, release, and
9 discharge Defendant, and its divisions, affiliates, predecessors, successors, shareholders, officers,
10 directors, employees, agents, trustees, representatives, administrators, fiduciaries, assigns,
11 subrogees, executors, partners, parents, subsidiaries, joint employers, insurers, clients, customers,
12 suppliers, vendors, and related corporations (collectively, “Released Parties”) of any and all wage-
13 related claims that were alleged in or which could have been alleged in the First Amended
14 Complaint based on the factual allegations in the First Amended Complaint, arising during the
15 Class Period, including the following claims, under any legal theory of liability, for: (1) alleged
16 failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, 1197, and
17 1198 and the IWC Wage Orders; (2) alleged failure to provide meal periods pursuant to California
18 Labor Code sections 226.7 and 512(a) and the IWC Wage Orders; (3) alleged failure to provide
19 rest periods pursuant to California Labor Code sections 226.7 and 512(a) and the IWC Wage
20 Orders; (4) alleged failure to pay all minimum wages owed pursuant to California Labor Code
21 sections 1194, 1194.2, 1197, and 1197.1 and the IWC Wage Orders; (5) alleged failure to pay all
22 wages owed at termination pursuant to California Labor Code sections 201-203 and the IWC Wage
23 Orders; (6) alleged failure to pay all wages in a timely manner during employment pursuant to
24 California Labor Code section 204 and the IWC Wage Orders; (7) alleged failure to furnish accurate
25 itemized wages statements pursuant to California Labor Code section 226 and the IWC Wage
26 Orders; (8) alleged failure to maintain adequate payroll records pursuant to California Labor Code
27 section 1174 and IWC Wage Orders; (9) alleged failure to reimburse all necessary business
28 expenses pursuant to California Labor Code sections 2800 and 2802 and the IWC Wage Orders;

1 and (10) alleged violations of California Business & Professions Code sections 17200, *et seq.*
2 (collectively, “Released Class Claims”).

3 **B. Released as to State of California and PAGA Members.**

4 Upon the Effective Date, Plaintiff, the State of California, and PAGA Members waive,
5 release, and discharge Released Parties of any and all claims, actions, and causes of action for civil
6 penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*,
7 arising during the PAGA Period, based on the factual allegations and legal theories in the LWDA
8 Letter and First Amended Complaint, for alleged violations of California Labor Code sections 201,
9 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800
10 and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-
11 2001 (collectively, “Released PAGA Claims”).

12 **C. General Release by Plaintiff Only.**

13 In addition to the releases made in Section VII.A-B, Plaintiff makes the additional following
14 general release of all claims, known or unknown. Plaintiff releases the Released Parties from all
15 claims, demands, rights, liabilities and causes of action of every nature and description whatsoever,
16 known or unknown, asserted or that might have been asserted, whether in tort, contract, or for
17 violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection
18 with Plaintiff’s relationship with Defendant as well as any and all acts or omissions by or on the
19 part of Defendant, excluding only claims that, by law, may not be privately released. (The release
20 set forth in this Section VII.C shall be referred to hereinafter as the “General Release.”)

21 With respect to the General Release, Plaintiff stipulates and agrees that, upon the Effective
22 Date, Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent
23 permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code,
24 or any other similar provision under federal or state law, which provides:

25 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
26 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
27 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING**
28 **THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD**
HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH
THE DEBTOR OR RELEASED PARTY.

1 This release specifically excludes claims for unemployment insurance, disability, social security,
2 and workers compensation (with the exception of claims arising pursuant to California Labor Code
3 Sections 132(a) and 4553). Accordingly, if the facts relating in any manner to this Settlement are
4 found hereafter to be other than or different from the facts now believed to be true, the release of
5 claims contained herein shall be effective as to all unknown claims.

6 **VIII. MONETARY CONSIDERATION FOR SETTLEMENT**

7 **A. Consideration for This Agreement.**

8 As consideration for this Agreement, Defendant will make a payment that totals the
9 Maximum Settlement Amount of \$710,000.00. The payment of the Maximum Settlement Amount
10 represents full and complete settlement of this matter. The Maximum Settlement Amount includes
11 all Attorneys' Fees, Litigation Costs, Administration Costs, Enhancement Award, and PAGA
12 Penalties. The balance of the Maximum Settlement Amount, after deduction of Attorneys' Fees,
13 Litigation Costs, Administration Costs, PAGA Penalties, and the Enhancement Award, will be the
14 Net Settlement Amount. Defendant's employer payroll taxes and contributions in connection with
15 the wages portion of the Settlement ("Employer Taxes") shall be paid separately and in addition to
16 the Maximum Settlement Amount.

17 **IX. SETTLEMENT ADMINISTRATOR**

18 Plaintiff and Defendant, through their respective counsel, have selected Phoenix Class
19 Action Administration Solutions as a Settlement Administrator to administer the Settlement, which
20 includes but is not limited to distributing and responding to inquiries about the Class Notice,
21 determining the timeliness, validity, and/or completion of any Notices of Objection, Requests for
22 Exclusion, and/or Workweeks Disputes, and calculating all amounts to be paid from the Net
23 Settlement Amount. Charges and expenses of the Settlement Administrator, estimated to be no
24 more than \$11,000.00, will be paid from the Maximum Settlement Amount. Any charges and
25 expenses of the Settlement Administrator greater than the allocated \$11,000.00 will be paid from
26 the Maximum Settlement Amount. If the actual Administration Costs awarded are less than the
27 amount provided herein, the difference will be part of the Net Settlement Amount. The Parties
28

1 agree that this Agreement may be provided to the Settlement Administrator to effectuate its
2 implementation of the settlement procedures herein.

3 **X. NOTICE, OBJECTIONS AND EXCLUSION RIGHTS**

4 **A. Notice to the Class.**

5 Plaintiff and Defendant, through their respective attorneys, have jointly prepared the Class
6 Notice, which in substance will be provided to the Class Members as follows:

7 1. As soon as practicable following preliminary approval of the Settlement, but
8 no later than twenty-one (21) calendar days after the Preliminary Approval Date, Defendant will
9 provide to the Settlement Administrator the following information for each Class Member: (1) full
10 name; (2) last known address; (3) last known telephone number; (4) the number of Workweeks
11 worked during the Class Period; (6) number of Workweeks during the PAGA Period; (7) Social
12 Security number; and (8) last known email address (collectively, “Class List”). Defendant further
13 agrees to consult with the Settlement Administrator prior to the production date to ensure that the
14 format will be acceptable to the Settlement Administrator. Plaintiff’s Counsel shall also receive a
15 redacted Class List that shall only disclose an identification number attributed to each Class
16 Member and their associated Workweeks during the Class Period and PAGA Period.

17 2. The Settlement Administrator shall run all the addresses provided through
18 the United States Postal Service NCOA database (which provides updated addresses for any
19 individual who has moved in the previous four years who has notified the U.S. Postal Service of a
20 forwarding address) to obtain current address information, and shall mail the Class Notice to the
21 Class Members via first-class U.S. Mail using the most current mailing address information
22 available, within ten (10) calendar days of the receipt of the Class List from Defendant.

23 3. The Class Notice will include information regarding the nature of the
24 Litigation; a summary of the terms of the Settlement; the definition of the Class; a statement that
25 the Court has preliminarily approved the Settlement; the nature and scope of the claims being
26 released; the procedure and time period for objecting to the Class Settlement, the date and location
27 of the Final Approval Hearing; information regarding the procedure for opting out of the Class
28 Settlement; the number of Workweeks credited to each Class Member and the procedure for

1 disputing the number of Workweeks credited; and the estimated Individual Settlement Payment for
2 the Class Member.

3 4. If a Class Notice is returned as undeliverable before the Response Deadline,
4 the Settlement Administrator will perform a skip trace in an attempt to locate a more current address
5 within three (3) business days of receipt of the returned mail. If the Settlement Administrator is
6 successful in locating an updated address, it will re-mail the Class Notice to the Class Member as
7 soon as possible. Further, any Class Notices returned with a forwarding address to the Settlement
8 Administrator before the Response Deadline, shall be re-mailed to the forwarding address affixed
9 thereto.

10 5. Class Members will be given forty-five (45) calendar days after the Class
11 Notice is initially mailed to the Class Members, to submit Workweeks Disputes, Requests for
12 Exclusion, and/or Notices of Objection (“Response Deadline”). With respect to any Class Notice
13 that is re-mailed, the Response Deadline for the Class Member whose Class Notice is re-mailed
14 will be extended an additional fifteen (15) calendar days from the original Response Deadline.

15 6. No later than twenty-five (25) calendar days before the Final Approval
16 Hearing, the Settlement Administrator shall provide counsel for Defendant and Class Counsel with
17 a declaration attesting to the completion of the settlement notice administration process, including
18 the number of attempts to obtain valid mailing addresses for and re-sending of any returned Notices,
19 as well as the number of Workweeks Disputes, Requests for Exclusion, and Notices of Objection
20 received.

21 **B. Objections.**

22 Class Members who do not submit a Request for Exclusion may object to the Class
23 Settlement. To object to the Class Settlement, a Settlement Class Member may send a written
24 objection to the Settlement Administrator or appear at the Final Approval Hearing with or without
25 submitting a written objection to the Class Settlement. The Settlement Class Member may appear
26 personally or through an attorney, at his or her own expense, at the Final Approval Hearing to
27 present his or her objection directly to the Court. However, any attorney who will represent an
28 objector must file a notice of appearance with the Court and serve Class Counsel and Defendant’s

counsel no later than the Response Deadline. A written objection to the Class Settlement (“Notice of Objection”) must: (1) contain the case name and number of the Litigation; (2) contain the Settlement Class Member’s full name, address, telephone number, signature, and last four digits of his or her Social Security number; (3) clearly state the grounds for the objection; (4) state whether the Settlement Class Member intends to appear at the Final Approval Hearing; and (5) be mailed to the Settlement Administrator, postmarked no later than the Response Deadline. If a Class Member objects to the Class Settlement, the Class Member will remain a Settlement Class Member and if the Court approves this Agreement, the Settlement Class Member will be bound by the terms of the Class Settlement in the same way and to the same extent as a Settlement Class Member who does not object to the Class Settlement. The date of mailing of the Class Notice to the objecting Settlement Class Member shall be conclusively determined according to the records of the Settlement Administrator. The Court retains final authority with respect to the consideration and admissibility of any objections to the Class Settlement from Settlement Class Members. The Class Notice shall contain instructions on how to object to the Class Settlement.

B. Opportunity to Be Excluded from the Class Settlement and Defendant’s Opt-Out Threshold.

1. In order for any Class Member to validly exclude himself or herself from the Class Settlement (i.e., to validly opt out of the Class Settlement), the Class Member must submit a written request for exclusion from the Class Settlement (“Request for Exclusion”). To be valid, a Request for Exclusion must: (1) contain the case name and number of the Litigation; (2) contain the Class Member’s full name, address, telephone number, and last four digits of his or her Social Security number; (3) be signed by the Class Member or his or her authorized representative; (4) contain a clear statement that the Class Member requests to be excluded from the Class Settlement; and (5) be sent to the Settlement Administrator, postmarked by no later than the Response Deadline. The Class Notice shall contain instructions on how to opt out.

2. The date of the initial mailing of the Class Notice, and the date the signed Request for Exclusion was postmarked, shall be conclusively determined according to the records of the Settlement Administrator. Any Class Member who timely and validly submits a Request for

1 Exclusion will not be entitled to an Individual Settlement Payment, will not be bound by the Class
2 Settlement, and will not have any right to object, appeal, or comment thereon.

3 **3.** Any Class Member who does not submit a timely and valid Request for
4 Exclusion to the Settlement Administrator will be deemed bound to the Class Settlement in
5 accordance with this Settlement. All PAGA Group Members shall be bound to the PAGA
6 Settlement and shall receive their Individual PAGA Payment regardless of their decision to
7 participate in the Class Settlement.

8 **4.** In the event that five percent (5%) or more of the Class Members exercise
9 their right to exclude themselves and opt out of the Class Settlement, Defendant retains the
10 exclusive right, but not the obligation, to withdraw from and terminate the Settlement and return
11 all Parties back to their same position before the Settlement was reached and the Settlement
12 Agreement was entered into. In the event that Defendant exercises such rights under this Section,
13 Plaintiff and Defendant shall resume the Litigation. Defendant must notify Class Counsel and the
14 Court in writing of such a decision to withdraw and terminate the Settlement no later than five (5)
15 business days after receiving written notice from the Settlement Administrator that the number of
16 opt outs exceed 5% of the Class. In the event of Defendant's withdrawal, no Party may use the fact
17 that the Parties agreed to the Settlement for any reason, and Defendant shall pay all administration
18 expenses incurred through the date of its termination of the Settlement.

19 **D. Cooperation.**

20 The Parties and their respective counsel agree not to encourage members of the Class to opt
21 out of the Class Settlement or to object to the Class Settlement, directly or indirectly, through any
22 means. However, if a Class Member contacts Class Counsel, Class Counsel may discuss the terms
23 of the Settlement and the Class Member's options with respect to the Settlement.

24 **XI. WORKWEEKS DISPUTE PROCEDURE**

25 **A.** If a Class Member and/or PAGA Group Member disputes the number of Workweeks
26 credited to him or her for the Class Period and/or PAGA Period, which will be set forth in the Class
27 Notice, he or she must submit a written dispute ("Workweeks Dispute") that: (a) contains the case
28 name and number of the Litigation; (b) contains the Class Member's full name, address, telephone

1 number, signature, and last four digits of his or her Social Security number; (c) contains a statement
2 setting forth the number of Workweeks during the Class Period and/or PAGA Period that he or she
3 contends is correct and attaches any relevant documentation in support thereof; and (d) is submitted
4 to the Settlement Administrator by mail, postmarked no later than the Response Deadline. If a Class
5 Member and/or PAGA Group Member does not dispute his or her number of Workweeks, the
6 number of Workweeks set forth in the Class Notice will govern the Individual Settlement Payment
7 to the Class Member and/or the Individual PAGA Payment to the PAGA Group Member, such
8 individual need not take further action to participate in the Settlement.

9 **B.** Upon timely receipt of any such challenge, the Settlement Administrator, in
10 consultation with Class Counsel and counsel for Defendant, will review the pertinent records
11 showing the dates the Class Member worked for Defendant in California and the number of
12 Workweeks worked, which records Defendant agrees to make available to the Settlement
13 Administrator and Class Counsel.

14 **C.** After consulting with Class Counsel and counsel for Defendant, the Settlement
15 Administrator shall compute the number of Workweeks to be used in computing the Class
16 Member's *pro rata* share of the Net Settlement Amount and the PAGA Group Members' *pro rata*
17 share of the Employee PAGA Amount. In the event that there is a disparity between the number
18 of Workweeks a Class Member claims he or she worked during the Class Period and/or number of
19 Workweeks a PAGA Group Member claims he or she worked during PAGA Period and the number
20 of Workweeks indicated by Defendant's records, Defendant's records will control unless
21 inconsistent with records provided by the Class Member and/or PAGA Group Member (or bona
22 fide copies thereof), in which case the records provided by the Class Member and/or PAGA Group
23 Member will control. The Settlement Administrator's decision as to the number of Workweeks to
24 be credited to a Class Member and/or PAGA Group Member shall be final and non-appealable.
25 The Settlement Administrator shall send written notice of the decision on any such dispute to the
26 Class Member and/or PAGA Group Member, to Class Counsel, and counsel for Defendant within
27 ten (10) calendar days of receipt of the Workweeks Dispute.

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1 **XII. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

2 **A. Formula for Calculating Individual Settlement Payments.**

3 Settlement Class Members (i.e., Class Members who do not submit a timely and valid
4 Request for Exclusion) will receive a lump sum payment as good and valuable consideration for
5 the waiver and release of Released Class Claims set forth in Section VII.A, above, in an amount
6 determined by the Settlement Administrator in accordance with the provisions of this Agreement.
7 Each Settlement Class Member's Individual Settlement Payment will be determined as follows:

8 1. Defendant will calculate the number of Workweeks of each Settlement Class
9 Member during the Class Period and include this information in the Class List.

10 2. The value of each Workweek shall be determined by the Settlement
11 Administrator by dividing the Net Settlement Amount by the total number of Workweeks of all
12 Settlement Class Members ("Class Workweek Point Value").

13 3. Each Settlement Class Member's individual Workweeks will be multiplied
14 by the Class Workweek Point Value to arrive at his or her Individual Settlement Payment.
15 Individual Settlement Payments for each Settlement Class Member will be reduced by any required
16 legal deductions for the employee's share of taxes and withholdings on the wages portion of the
17 Individual Settlement Payments.

18 **B. Formula for Calculating Individual PAGA Payments.**

19 PAGA Group Members will receive a lump sum payment as good and valuable
20 consideration for the waiver and release of Released PAGA Claims set forth in Section VII.B,
21 above, in an amount determined by the Settlement Administrator in accordance with the provisions
22 of this Agreement. Each PAGA Group Member's Individual PAGA Payment will be determined
23 as follows:

24 1. Defendant will calculate the number of Workweeks of each PAGA Group
25 Member during the PAGA Period ("PAGA Workweeks") and include this information in the Class
26 List.

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28 ///

1 2. The value of each PAGA Workweek shall be determined by the Settlement
2 Administrator by dividing the Employee PAGA Amount by the total number of PAGA Workweeks
3 of all PAGA Group Members (“PAGA Workweek Point Value”).

4 3. Each PAGA Group Member’s individual PAGA Workweeks will be
5 multiplied by the PAGA Workweek Point Value to arrive at his or her Individual PAGA Payment.

6 **C. Funding of Settlement.**

7 Within twenty-one (21) calendar days following the Effective Date, Defendant will deposit
8 fifty percent (50%) of the Maximum Settlement Amount into an interest-bearing account
9 established by the Settlement Administrator for administration of the Settlement. At no time prior
10 to the Effective Date shall Defendant be required to escrow any portion of the Maximum Settlement
11 Amount. Within one year of the Effective Date, Defendant will deposit the remaining fifty percent
12 (50%) of the Maximum Settlement Amount into the interest-bearing account established by the
13 Settlement Administrator.

14 **D. Time for Distribution.**

15 1. The Settlement Administrator shall distribute the Court-approved Attorney’s
16 Fees and Litigation Costs to Class Counsel, Court-approved Enhancement Payment to Plaintiff,
17 Court-approved Administration Costs to the Settlement Administrator, LWDA Payment to the
18 LWDA, Individual Settlement Payments to Settlement Class Members, and the Individual PAGA
19 Payments to PAGA Group Members within ten (10) calendar days following the full funding of the
20 Settlement.

21 2. If an Individual Settlement Payment and/or Individual PAGA Payment
22 check is returned to the Settlement Administrator as undeliverable within thirty (30) calendar days
23 of the mailing of the check, the Settlement Administrator shall promptly attempt to obtain a valid
24 mailing address by performing a skip trace search and, if another address is identified, shall mail
25 the check to the newly identified address. The Settlement Administrator may, at its discretion,
26 distribute the Individual Settlement Payment and Individual PAGA Payment by way of a single
27 check that combines both payments (if applicable).

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1 3. Any checks issues by the Settlement Administrator to Settlement Class
2 Members and PAGA Group Members will be valid and negotiable for one hundred and eighty (180)
3 days after issuance, and thereafter, the checks will be cancelled. The funds remaining and
4 associated with cancelled Individual Settlement Payment and/or Individual PAGA Payment checks
5 will be paid to Legal Aid at Work, after the Court enters an order approving the parties' stipulation
6 to amend the judgment, which Parties shall prepare and file in accordance with California Code of
7 Civil Procedure section 384.5, *et seq.* The Parties each represent that they do not have any financial
8 interest in Legal Aid at Work or otherwise have a relationship with Legal Aid at Work that could
9 create a conflict of interest.

10 **XIII. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN**

11 The amounts paid under this Agreement do not represent a modification of any previously
12 credited hours of service under any employee benefit plan, policy, or bonus program sponsored by
13 Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or
14 any other monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendant,
15 policies or bonus programs. Any payments made under the terms of this Settlement shall not be
16 applied retroactively, currently or on a going forward basis as salary, earnings, wages, or any other
17 form of compensation for the purposes of Defendant's benefit plan, policy or bonus program.
18 Defendant retains the right to modify the language of its benefit plan, policies and bonus programs
19 to effect this intent and to make clear that any amounts paid pursuant to this Settlement are not for
20 "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by
21 applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit accrual, or
22 any other purpose, and that additional contributions or benefits are not required by this Settlement.

23 **XIV. CLASS COUNSEL ATTORNEYS' FEES AND LITIGATION COSTS**

24 Defendant shall not oppose an application by Class Counsel for an amount up to thirty-five
25 percent (35%) of the Maximum Settlement Amount (i.e., \$248,500, if the Maximum Settlement
26 Amount is \$710,000) for all past and future attorneys' fees necessary to prosecute, settle, and
27 administer the Litigation and this Settlement ("Attorneys' Fees"). Additionally, Defendant shall
28 not oppose an application by Class Counsel for an amount up to \$28,000.00 for all past and future

1 litigation costs and expenses necessary to prosecute, settle, and administer the Litigation and the
2 Settlement (“Litigation Costs”). Any Attorneys’ Fees or Litigation Costs awarded to Class Counsel
3 by the Court as part of the Settlement shall be deducted from the Maximum Settlement Amount for
4 the purpose of determining the Net Settlement Amount. The “future” aspect of these amounts
5 includes, without limitation, all time and expenses expended by Class Counsel in implementing the
6 Settlement and securing preliminary and final approval (including any appeals therein). There will
7 be no additional consideration paid by Defendant for such work; although such work may cause
8 Class Counsel’s lodestar to increase, Class Counsel will be limited to the Attorneys’ Fees and
9 Litigation Costs provided for under the Settlement. The Attorneys’ Fees and Litigation Costs shall
10 include all attorneys’ fees, litigation costs, and expenses for which Plaintiff and Class Counsel
11 could claim under any legal theory whatsoever with respect to the Litigation. Within ten (10)
12 calendar days following the full funding of the Settlement, the Settlement Administrator shall
13 disburse payment to Class Counsel from the Maximum Settlement Amount for the Court-approved
14 Attorneys’ Fees and Litigation Costs. Should the Court approve a lesser percentage or amount of
15 Attorneys’ Fees and/or Litigation Costs than the amount that Class Counsel ultimately seeks, then
16 any such unapproved portion or portions shall be part of the Net Settlement Amount to be
17 distributed to Settlement Class Members on a *pro rata* basis.

18 With respect to the Attorneys’ Fees and Litigation Costs to Class Counsel, the Settlement
19 Administrator may purchase an annuity to utilize United States Treasuries and bonds or other
20 attorney fee deferral vehicles, for Class Counsel. Any additional expenses for the purchase of an
21 annuity by the Settlement Administrator shall be paid separately by Class Counsel and shall not be
22 included within the Administration Costs. Defendant and Defendant’s counsel shall not be liable
23 for any expenses associated with the purchase of an annuity by the Settlement Administrator.

24 **XV. ENHANCEMENT PAYMENT TO PLAINTIFF**

25 Defendant shall not oppose an application by Plaintiff, and Plaintiff shall not seek or receive
26 an amount in excess of \$7,000.00 for her participation in and assistance with the Litigation
27 (“Enhancement Payment”). Any Enhancement Payment awarded to Plaintiff by the Court as part
28 of the Settlement shall be deducted from the Maximum Settlement Amount for the purpose of

determining the Net Settlement Amount, and shall be reported on IRS Form 1099. If the Court approves an Enhancement Payment of less than \$7,000.00 to Plaintiff, then the unapproved portion or portions shall be part of the Net Settlement Amount to be distributed to Settlement Class Members on a *pro rata* basis.

XVI. TAXATION AND ALLOCATION

A. The Parties agree that all employees' share of employment taxes and other legally required withholdings will be withheld from payments to the Settlement Class Members and Plaintiff based on the Parties stipulated allocation of the Net Settlement Amount as provided for in this Section.

B. In Defendant's sole discretion, and to which Plaintiff and Class Counsel do not object, the amount of federal income tax withholding will be based upon a flat withholding rate for supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholdings will also be made pursuant to applicable state and/or local withholding codes or regulations.

C. For withholding tax characterization purposes and payment of taxes, the Individual Settlement Payments to Settlement Class Members shall be deemed twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages.

D. For withholding tax characterization purposes and payment of taxes, the Individual PAGA Payments to PAGA Group Members shall be deemed one hundred percent (100%) penalties.

E. Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement, by the Settlement Administrator. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section may be modified in a manner to bring Defendant into compliance with any such changes.

F. The employer's share of payroll taxes and contributions on the wages portion of Individual Settlement Payments will be paid by Defendant in addition to and not as a deduction from the Maximum Settlement Amount.

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1 **XVII. PAGA ALLOCATION**

2 In order to implement the terms of this Settlement and to settle claims alleged under the
3 Private Attorneys General Act, California Labor Code section 2698 *et seq.*, the Parties agree to
4 allocate \$70,000 from the Maximum Settlement Amount as penalties authorized by PAGA
5 (“PAGA Penalties”). Seventy-five percent (75%) of the PAGA Penalties (i.e., \$52,500) will be
6 distributed to the Labor and Workforce Development Agency (“LWDA Payment”) and twenty-five
7 percent (25%) of the PAGA Penalties (i.e., \$17,500) will be distributed on a *pro-rata* basis to the
8 PAGA Group Members (“Employee PAGA Amount”). Plaintiff’s Counsel will provide notice to
9 the LWDA of the fact that the Settlement has been approved by the Court along with a copy of the
10 Final Approval Order through the appropriate LWDA/DIR website. PAGA Group Members will
11 be issued their Individual PAGA Payments regardless of their decision to opt-out of the Class
12 Settlement.

13 **XVIII. COURT APPROVAL**

14 A. This Agreement and the Settlement is contingent upon final approval by the Court
15 and entry of judgment. Plaintiff and Defendant agree to take all steps as may be reasonably
16 necessary to secure both preliminary approval and final approval of the Settlement, to the extent
17 not inconsistent with the terms of this Agreement, and will not take any action adverse to each other
18 in obtaining approval by the Court, and, if necessary, appellate approval, of the Settlement in all
19 respects. Plaintiff and Defendant expressly agree that they will not file or present any objection to
20 the terms of the Settlement or assist or encourage any person or entity to file or present any such
21 objection.

22 B. In the event it becomes impossible to secure approval of the Settlement, the Parties
23 shall be restored to their respective positions in the Litigation, as of the date on which the Settlement
24 was reached, except as otherwise provided in Section XIX, below.

25 **XIX. ESCALATOR PROVISION**

26 Defendant represents that Class Members worked approximately 38,453 Workweeks from
27 January 31, 2016 through January 12, 2022. If the total number of Workweeks exceeds 38,453 by
28 more than 10% (i.e., exceeds 42,298 Workweeks), the Maximum Settlement Amount will increase

on a proportional basis by the same percentage point above the 10% threshold (e.g., if the Workweeks exceed 38,453 by 11%, the Settlement Amount will increase by 1%).

XX. MISCELLANEOUS PROVISIONS

A. Interim Stay of Litigation.

Plaintiff and Defendant agree to the stay of all proceedings in the Litigation, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending final approval of the Settlement by the Court.

B. Interpretation of the Agreement.

This Agreement constitutes the entire agreement between Plaintiff and Defendant. Except as expressly provided herein, this Agreement has not been executed in reliance upon any other written or oral representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary from or contradict its terms. In entering into this Agreement, the Parties agree that this Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State of California, both in its procedural and substantive aspects, without regard to its conflict of laws provisions. Any claim arising out of or relating to the Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior Court of the State of California for the County of Marin, and Plaintiff and Defendant hereby consent to the personal jurisdiction of the Court over them solely in connection therewith. Plaintiff, on her own behalf, on behalf of the Class, and on behalf of the State of California pursuant to PAGA, and Defendant participated in the negotiation and drafting of this Agreement and had available to them the advice and assistance of independent counsel. As such, neither Plaintiff nor Defendant may claim that any ambiguity in this Agreement should be construed against the other. The terms and conditions of this Agreement constitute the exclusive and final understanding and expression of all agreements between Plaintiff and Defendant with respect to the Settlement.

C. Further Cooperation.

Plaintiff and Defendant and their respective attorneys shall proceed diligently to prepare and execute all documents, to seek the necessary approvals from the Court, and to do all things

1 reasonably necessary or convenient to consummate the Agreement as expeditiously as possible.

2 **D. Confidentiality of Documents and Information.**

3 Plaintiff, the Settlement Administrator, and Class Counsel shall maintain the confidentiality
4 of all documents and other information obtained in the Litigation that were specifically designated
5 as confidential at the time they were produced (formally or informally) in the Litigation, unless
6 ordered to be disclosed by the Court or by a subpoena.

7 **E. Neutral Employment Reference.**

8 Defendant agrees that it will adopt a neutral reporting policy regarding any future
9 employment references related to Plaintiff. In the event that any potential or future employers of
10 Plaintiff request a reference regarding Defendant's employment of Plaintiff, Defendant shall only
11 provide the requested Plaintiff's dates of employment and job titles during employment. Defendant
12 shall not refer to the Litigation or this Settlement.

13 **F. Counterparts.**

14 The Agreement may be executed in one or more actual or non-original counterparts, either
15 through a physical original, facsimile, electronic, or e-mail signature, all of which will be
16 considered one and the same instrument and all of which will be considered duplicate originals.

17 **G. Authority.**

18 Each individual signing below warrants that he or she has the authority to execute this
19 Agreement on behalf of the Party for whom or which that individual signs.

20 **H. No Third-Party Beneficiaries.**

21 Plaintiff, Settlement Class Members, PAGA Group Members, the LWDA, Defendant, and
22 Released Parties are intended beneficiaries of this Agreement, and there are no other third-party
23 beneficiaries.

24 **I. Modification.**

25 Before this Agreement has been submitted to the Court in connection with seeking
26 preliminary approval of the Settlement, it may not be changed, altered, or modified, except in a
27 writing signed by the counsel for the Parties. After this Agreement has been submitted to the Court
28 in connection with seeking preliminary approval of the Settlement, it may not be changed, altered,

1 or modified, except in a writing signed by the counsel for the Parties, subject to approval by the
2 Court. Notwithstanding the forgoing, the Parties agree that any dates contained or contemplated in
3 this Agreement may be modified by agreement of counsel for the Parties in writing without
4 approval by the Court if the Parties agree and cause exists for such modification. This Agreement
5 may not be discharged except by performance in accordance with its terms or by a writing signed
6 by the Parties.

7 **J. Deadlines Falling on Weekends or Holidays.**

8 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or
9 legal holiday, that deadline shall be continued until the following business day.

10 **K. California Law Governs.**

11 All terms of this Settlement Agreement and Exhibits hereto will be governed and interpreted
12 according to the laws of the State of California.

13 **L. Severability.**

14 In the event that any one or more of the provisions contained in this Agreement shall for
15 any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
16 unenforceability shall in no way effect any other provision if Defendant's counsel and Class
17 Counsel, on behalf of the Parties, the Settlement Class, State of California, and PAGA Group
18 Members, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision
19 had never been included in this Agreement.

20 **M. Binding on Successors and Assigns.**

21 This Settlement Agreement will be binding upon, and inure to the benefit of, the successors
22 or assigns of the Parties hereto, as previously defined.

23 **N. Waiver.**

24 No waiver of any condition or covenant contained in this Settlement Agreement or failure
25 to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute
26 a further waiver by such party of the same or any other condition, covenant, right or remedy.

27 **O. Representation by Counsel.**

28 The Parties acknowledge that they have been represented by counsel throughout all

negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel and reviewed in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement.

P. Declaration Regarding Financial Condition.

Defendant agrees that it will cooperate with Plaintiff to provide a declaration from one of Defendant's representatives regarding Defendant's financial condition. This declaration shall be provided prior to Plaintiff filing the motion for preliminary approval of the Settlement.

Q. Binding Agreement.

The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties subject to Court approval, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law.

IT IS SO AGREED:

Date: 06/14/2022, 2022

Electronically Signed 2022-06-16 01:01:10 UTC - 73.170.136.179
Hinter AssureSign® Margaret Macedo 724b1b3b-718c-43e4-8681-aeb5016e4dc5

MARGARET MACEDO (previously
Margaret Taylor), Plaintiff

Date: 6/29/2022, 2022

H. Evan Barbier
BARBIER SECURITY GROUP
Defendant
Name: H. Evan Barbier
Position: President

APPROVED AS TO FORM:

Date: June 16, 2022

LAWYERS for JUSTICE, PC

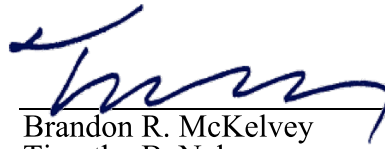
Edwin Aiwan
Edwin Aiwan
Attorneys for Plaintiff and Proposed Class
Counsel

///

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1 Date: June 29, 2022

MEDINA McKELVEY LLP

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4 Brandon R. McKelvey
5 Timothy B. Nelson
6 *Attorneys for* Barbier Security Group
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EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

***Margaret Taylor v. Barbier Security Group* Superior Court of California for the County of Marin, Case No. CIV 2000339**

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Margaret Macedo (formerly Margaret Taylor) ("Plaintiff") and Defendant Barbier Security Group ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Margaret Taylor v. Barbier Security Group*, **Marin County** Superior Court, Case No. **CIV 2000339** ("Action"), **which** may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from January 31, 2016 through July 1, 2022.

"Class Settlement" means the settlement and release of Released Class Claims (described in Section III.D below).

"PAGA Group Members" means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period.

"PAGA Settlement" means the settlement and release of Released PAGA Claims (described in Section III.D below).

"PAGA Period" means the period from August 31, 2020 through July 1, 2022.

II. BACKGROUND OF THE LAWSUIT

On January 31, 2020, Plaintiff commenced a putative class action lawsuit by filing the Class Action Complaint for Damages against Defendant in the Marin County Superior Court, Case No. CV2000399. On August 31, 2021, Plaintiff provided written notice, by certified mail to the Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that she alleges Defendant violated ("LWDA Letter"). On June 23, 2022, Plaintiff filed a First Amended Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Action ("First Amended Complaint").

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, et seq. and conduct that gives rise to civil penalties under California Labor Code section 2698, et seq. ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, including attending a full day of private mediation with a experienced wage and hour mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Class Action Administration Solutions as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Margaret Macedo as the representative of the Class (“Class Representative”), and the following counsel as counsel for the Class (“Class Counsel”):

Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Brian J. St. John, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks/PAGA Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Member, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Group Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members and PAGA Group Members. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Seven Hundred Ten Thousand Dollars (\$710,000) (the “Maximum Settlement Amount”). The amount of seventy thousand dollars (\$70,000) from the Maximum Settlement Amount has been allocated toward penalties under the Private Attorneys General Act (“PAGA Penalties”), of which the LWDA Payment will be paid 75% and the remaining 25% (i.e., seventeen thousand five hundred Dollars (\$17,500)) will be distributed to PAGA Group Members on a *pro rata* basis, based on the number of PAGA Workweeks worked during the PAGA Period.

The portion of the Maximum Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Maximum Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount not to exceed 35% of the Maximum Settlement Amount (i.e., \$248,500.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Eight Thousand Dollars (\$28,000.00) (“Litigation Costs”) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Dollars (\$7,000.00) to Plaintiff for her services in the Action; (3) Administration Costs in an amount estimated not to exceed Eleven Thousand Dollars (\$11,000.00) to the Settlement Administrator; and (4) the amount of Seventy Thousand Dollars (\$70,000) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Penalties”). The PAGA Penalties will be distributed 75% (\$52,500.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$17,500.00) will be distributed to PAGA Members (“Employee PAGA Amount”).

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Payment”) based on the number of weeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the total number of Workweeks of all Class Members (“Class Workweek Point Value”) and multiplied each Class Member’s individual Workweeks by the Class Workweek Point Value to arrive at his or her Individual Settlement Payment that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their payment of their final Individual Settlement Payment. Each Individual Settlement Payment will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Payment shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of Individual Settlement Payment. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Payments (“Employer Taxes”) will be paid by Defendant separately and in addition to the Maximum Settlement Amount.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Employee PAGA Amount (“Individual PAGA Payment”), based on the number of Workweeks of each PAGA Member during the PAGA Period (“PAGA Workweeks”). The Settlement Administrator has divided the Employee PAGA Amount by the total number of PAGA Workweeks of all PAGA Members (“PAGA Workweek Point Value”) and multiplied each PAGA Member’s individual PAGA Workweeks by the PAGA Workweek Point Value to arrive at his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant’s Records

According to Defendant’s records:

From January 31, 2016 through [Date of Preliminary Approval or July 1, 2022, whichever is earlier] (i.e., Class Period), you are credited as having worked [] Workweeks.

From August 31, 2020 through [Date of Preliminary Approval or July 1, 2022, whichever is earlier] (i.e., PAGA Period), you are credited as having worked [] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit a written dispute (“Workweeks Dispute”) that: (1) contains the case name and number of the Action (*Margaret Taylor v. Barbier Security Group*, CIV 2000339); (2) contains your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) contain a statement setting forth the number of Workweeks during the Class Period and/or PAGA Period that you contend is correct and attach any relevant documentation in support thereof; and (d) is submitted to the Settlement Administrator by mail at the specified address listed in Section IV.B below, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Payment and Individual PAGA Payment

As explained above, your estimated Individual Settlement Payment and/or Individual PAGA Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$ [REDACTED]. The Individual Settlement Payment is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED].

The settlement approval process may take multiple months, and payments will not be made until one (1) year after the settlement approval process is over. Your Individual Settlement Payment and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect, which will be one (1) year after the Court grants final approval of the Settlement.

D. Released Claims

Upon the Effective Date, Plaintiff and all Settlement Class Members waive, release, and discharge Released Parties of any and all Released Class Claims.

Upon the Effective Date, Plaintiff, the State of California, and PAGA Members, waive, release and discharge Released Parties of any and all Released PAGA Claims.

“Released Class Claims” means any and all wage-related claims that were alleged in or which could have been alleged in the Complaint based on the factual allegations in the Complaint, arising during the Class Period, including the following claims, under any legal theory of liability, for: (1) alleged failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, 1197, and 1198 and the IWC Wage Orders; (2) alleged failure to provide meal periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (3) alleged failure to provide rest periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (4) alleged failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and the IWC Wage Orders; (5) alleged failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and the IWC Wage Orders; (6) alleged failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and the IWC Wage Orders; (7) alleged failure to furnish accurate itemized wages statements pursuant to California Labor Code section 226 and the IWC Wage Orders; (8) alleged failure to maintain adequate payroll records pursuant to California Labor Code section 1174 and IWC Wage Orders; (9) alleged failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the IWC Wage Orders; and (10) alleged violations of California Business & Professions Code sections 17200, *et seq.*

“Released PAGA Claims” means any and all claims, actions, and causes of action for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*, arising during the PAGA Period, based on the factual allegations and legal theories in the LWDA Letter and First Amended Complaint, for alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders, including inter alia, Wage Orders 4-2001.

“Released Parties” means Defendant and its divisions, affiliates, predecessors, successors, shareholders, officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, joint employers, insurers, clients, customers, suppliers, vendors, and related corporations.

E. Attorneys' Fees and Litigation Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty-five percent (35%) of the Maximum Settlement Amount (i.e., an amount of up to \$248,500.00) (“Attorneys' Fees”) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Eight Thousand Dollars (\$28,000) “Litigation Costs”), subject to approval by the Court. All Attorneys' Fees and Litigation Costs awarded by the Court will be paid from the Maximum Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Group Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Seven Thousand Dollars (\$7,000) (“Enhancement Payment”), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Maximum Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to her Individual Settlement Payment and Individual PAGA Payment (if applicable) that she is entitled to under the Settlement.

G. Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Eleven Thousand Dollars (\$11,000) (“Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members and PAGA Group Members of the Settlement, processing Requests for Exclusion, Notice of Objection, and disputes of Workweeks and PAGA Workweeks, calculating Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Maximum Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement. PAGA Group Members will still receive their Individual PAGA Payment regardless of whether exclude themselves from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and the contemplated judgment to be entered by the Court based thereon if the Court grants final approval of the Settlement, and you will release the Released Class Claims described in Section III.D above.

If you are an PAGA Group Member, you will automatically be bound to the PAGA Settlement, release the Released PAGA Claims, and be issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and PAGA Group Members will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request (“Request for Exclusion”), which must: (1) contain the case name and number of the Action (*Margaret Taylor v. Barbier Security Group*, CIV 2000339); (2) contain your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed by you or your authorized representative; (4); contain a clear statement that you request to be excluded from the Class Settlement; and (5) be sent to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

[Settlement Administrator]
[Address]

If the Court grants final approval of the Settlement, any Class Member who does not submit a timely and validly Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All PAGA Members will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection (“Notice of Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A Notice of Objection must: (1) contain the case name and number of the Action (*Margaret Taylor v. Barbier Security Group*, CIV 2000339); (2) contain your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) clearly state the grounds for your objection; (4) state whether you intend to appear at the Final Approval Hearing; and (5) be mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in **Department 12** of the Marin County Superior Court, located at 3501 Civic Center Drive, San Rafael, California 94903, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys’ Fees and Litigation Costs to Class Counsel, Enhancement Payment to Plaintiff, and Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members and PAGA Group Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear remotely if you wish to.

Please visit the Court’s website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.marincourt.org/home.cgi>

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and documents filed in the Action for a fee by visiting the civil clerk’s office, located at 3501 Civic Center Drive, San Rafael, California 94903, during business hours, or by online by visiting the following website: <http://www.marincourt.org/PublicIndex/Default.aspx>, clicking “I agree,” and typing in the Court Case Number “CIV 2000339.”

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

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT B

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

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

MARGARET TAYLOR, individually, and
on behalf of other members of the general
public similarly situated and other aggrieved
employees pursuant to the California Private
Attorneys General Act,

Plaintiff,

vs.

BARBIER SECURITY GROUP, a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CIV 2000399

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES &
ENFORCEMENT UNDER THE
PRIVATE ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE § 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq.;

(11) Violation of California Labor Code
§ 2698, et seq. (Private Attorneys
General Act of 2004).

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff MARGARET TAYLOR (“Plaintiff”), 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 (“PAGA”) and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Marin. The majority of acts and omissions alleged herein relating to Plaintiff and the other class members took place in the State of California, including the County of Marin. At all relevant times, Defendant maintained its headquarters/“nerve center” within the State of California, County of Marin.

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PARTIES

5. Plaintiff MARGARET TAYLOR is an individual residing in the State of California.

6. Defendant BARBIER SECURITY GROUP, at all times herein mentioned, was and is, upon information and belief, a California corporation and, at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Marin.

7. At all relevant times, Defendant BARBIER SECURITY GROUP was the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

8. At all times herein relevant, Defendants BARBIER SECURITY GROUP, and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

9. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sue said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff and the other class members as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

10. Defendant BARBIER SECURITY GROUP and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

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11. Plaintiff further alleges that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the other class members so as to make each of said Defendants employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

12. Plaintiff bring this action on her own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

13. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from January 31, 2016 to final judgment and who reside in California.

14. Plaintiff reserves the right to establish subclasses as appropriate.

15. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. Typicality: Plaintiff's claims are typical of all other class members' as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom she has a well-defined community of interest.

c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's

attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

- d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.
- e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

16. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day, over forty (40) hours per week, and/or

over six (6) consecutive days per workweek and failed to pay the legally required overtime compensation to Plaintiff and the other class members;

- d. Whether Defendants failed to properly calculate the regular rate of pay, including, *inter alia*, by failing to include earned commissions, non-discretionary bonuses, monetary and non-monetary incentives, non-discretionary production and/or performance pay, and/or shift differentials in the calculation of the regular rate of pay used to calculate the overtime rate of payment of overtime wages and/or the premium rate for meal and/or rest premiums where Plaintiff and the other class members earned commissions, non-discretionary bonuses, monetary and non-monetary incentives, non-discretionary production and/or performance pay, and/or shift differentials and overtime wages or meal and/or rest premiums in the same pay period;
- e. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest periods or required Plaintiff and the other class members to work during meal and/or rest periods without compensation;
- f. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;
- g. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- h. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
- i. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- j. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);

- k. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
- l. Whether Defendants' conduct was willful or reckless;
- m. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- n. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- o. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

17. At all times herein set forth, PAGA was applicable to Plaintiff's employment by Defendants.

18. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

19. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

20. Plaintiff was employed by Defendants and the alleged violations were committed against him during his time of employment and she is, therefore, an aggrieved employee. Plaintiff and the other employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are current or former employees of Defendants, and one or more of the alleged violations were committed against them.

21. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the

1 following requirements have been met:

- 2 a. The aggrieved employee shall give written notice by certified mail (hereinafter
3 “Employee's Notice”) to the LWDA and the employer of the specific provisions of the
4 California Labor Code alleged to have been violated, including the facts and theories to
5 support the alleged violations.
- 6 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the
7 aggrieved employer by certified mail that it does not intend to investigate the alleged
8 violation within sixty (60) calendar days of the postmark date of the Employee’s
9 Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided
10 within sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the
11 aggrieved employee may commence a civil action pursuant to California Labor Code
12 section 2699 to recover civil penalties in addition to any other penalties to which the
13 employee may be entitled.

14 22. On August 31, 2021, Plaintiff provided written notice by certified mail to the
15 LWDA and to Defendants of the specific provisions of the California Labor Code alleged to
16 have been violated, including the facts and theories to support the alleged violations.
17 Therefore, the administrative prerequisites under California Labor Code section 2699.3(a) to
18 recover civil penalties, including unpaid wages and premium wages per California Labor Code
19 section 558 against Defendants, in addition to other remedies, for violations of California
20 Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d),
21 1194, 1197, 1197.1, 1198, 2800 and 2802, have been satisfied.

22 **GENERAL ALLEGATIONS**

23 23. At all relevant times set forth herein, Defendants employed Plaintiff and other
24 persons as hourly-paid or non-exempt employees within the State of California, including the
25 County of Marin.

26 24. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-
27 exempt employee, from approximately July 2015 to approximately March 2018, in the State of
28 California.

25. Defendants hired Plaintiff and the other class members, classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed, late, short, and/or interrupted meal periods and/or rest breaks.

26. Defendants had the authority to hire and terminate Plaintiff and the other class members, to set work rules and conditions governing Plaintiff's and the other class members' employment, and to supervise their daily employment activities.

27. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's and the other class members' employment for them to be joint employers of Plaintiff and the other class members.

28. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members.

29. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

30. Plaintiff and the other class members worked over eight (8) hours in a day, forty (40) hours in a week, and/or over six (6) consecutive days in a workweek during their employment with Defendants.

31. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or non-exempt employees within the State of California. This scheme involved, *inter alia*, failing to pay them for all hours worked and for missed, short, late, and/or interrupted meal periods and rest breaks in violation of California law.

32. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive certain wages for overtime compensation and that they were not receiving accurate overtime compensation for all overtime hours worked. The deficiencies include, *inter alia*, requiring Plaintiff and the other class members to perform work overtime off-the-clock.

33. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to provide Plaintiff and the other class members all required rest and meal periods during

1 the relevant time period as required under the Industrial Welfare Commission Wage Orders
2 and thus they are entitled to any and all applicable premium wages. Defendants' failure
3 included, *inter alia*, failing to provide uninterrupted ten (10) minute rest periods and timely,
4 uninterrupted thirty (30) minute meal periods to Plaintiff and the other class members. Plaintiff
5 and the other class members were required to perform work during meal periods and rest
6 periods. Plaintiff and the other class members were also required to remain on premises during
7 rest periods.

8 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 failed to relieve Plaintiff and the other class members of all duties, failed to relinquish control
10 over Plaintiff and the other class members' activities, failed to permit Plaintiff and the other
11 class members a reasonable opportunity to take, and impeded or discouraged them from taking
12 thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work
13 for shifts lasting at least six (6) hours, and/or to take second thirty (30) minute uninterrupted
14 meal breaks no later than their tenth hour of work for shifts lasting more than ten (10) hours.

15 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 knew or should have known that Plaintiff and the other class members were entitled to receive
17 all meal periods or payment of one additional hour of pay at Plaintiff's and the other class
18 member's regular rate of pay when a meal period was missed, short, late, or interrupted, and
19 they did not receive all meal periods or payment of one additional hour of pay at Plaintiff's and
20 the other class member's regular rate of pay when a meal period was missed ,short, late, or
21 interrupted.

22 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 knew or should have known that Plaintiff and the other class members were entitled to receive
24 all rest periods or payment of one additional hour of pay at Plaintiff's and the other class
25 member's regular rate of pay when a rest period was missed, short, late, or interrupted, and
26 they did not receive all rest periods or payment of one additional hour of pay at Plaintiff's and
27 the other class members' regular rate of pay when a rest period was missed, short, late, or
28 interrupted.

1 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and the other class members were entitled to receive
3 at least minimum wages for compensation and that they were not receiving at least minimum
4 wages for all hours worked.

5 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 knew or should have known that Plaintiff and the other class members were entitled to receive
7 all wages owed to them upon discharge or resignation, including earned but unpaid overtime
8 and minimum wages and meal and rest period premiums, and they did not, in fact, receive all
9 such wages owed to them at the time of their discharge or resignation.

10 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 knew or should have known that Plaintiff and the other class members were entitled to receive
12 all wages owed to them during their employment. Plaintiff and the other class members did
13 not receive payment of all wages, including overtime and minimum wages and meal and rest
14 period premiums, within any time permissible under California Labor Code section 204.

15 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 knew or should have known that Plaintiff and the other class members were entitled to receive
17 complete and accurate wage statements in accordance with California law, but, in fact, they did
18 not receive complete and accurate wage statements from Defendants. The deficiencies
19 included, *inter alia*, the failure to include the actual number of hours worked by Plaintiff and
20 the other class members, including work to be performed off-the-clock.

21 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 knew or should have known that Defendants had to keep complete and accurate payroll records
23 for Plaintiff and the other class members in accordance with California law, but, in fact, did
24 not keep complete and accurate payroll records.

25 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 knew or should have known that Plaintiff and the other class members were entitled to
27 reimbursement for necessary business-related expenses.

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43. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that they had a duty to compensate Plaintiff and the other class members pursuant to California law, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and the other class members that they were properly denied wages, all in order to increase Defendants' profits.

44. During the relevant time period, Defendants failed to pay overtime wages to Plaintiff and the other class members for all overtime hours worked. Plaintiff and the other class members did not receive overtime compensation at one-and-one-half the regular rate of pay for all hours spent performing job duties in excess of eight (8) hours per day and/or forty (40) hours per week, and/or for the first eight (8) hours worked on the seventh day of work in a workweek.

45. During the relevant time period, Defendants failed to provide all requisite uninterrupted meal and rest periods to Plaintiff and the other class members.

46. During the relevant time period, Defendants failed to pay Plaintiff and the other class members at least minimum wages for all hours worked.

47. During the relevant time period, Defendants failed to pay Plaintiff and the other class members all wages owed to them upon discharge or resignation.

48. During the relevant time period, Defendants failed to pay Plaintiff and the other class members all wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204.

49. During the relevant time period, Defendants failed to provide complete or accurate wage statements to Plaintiff and the other class members.

50. During the relevant time period, Defendants failed to keep complete or accurate payroll records for Plaintiff and the other class members.

51. During the relevant time period, Defendants failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

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52. During the relevant time period, Defendants failed to properly compensate Plaintiff and the other class members pursuant to California law in order to increase Defendants' profits.

53. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against BARBIER SECURITY GROUP and DOES 1 through 100)

54. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 53, and each and every part thereof with the same force and effect as though fully set forth herein.

55. California Labor Code section 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

56. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other class members employed by Defendants, and working more than eight (8) hours in a day, more than forty (40) hours in a workweek, and/or more than six (6) consecutive days in a workweek at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek, and/or the first eight (8) hours worked on the seventh day of work in a workweek.

57. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and the other class members overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

58. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours

1 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day
2 of work, and to overtime compensation at twice the regular hourly rate for hours worked in
3 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
4 of work.

5 59. During the relevant time period, Plaintiff and the other class members worked in
6 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

7 60. During the relevant time period, Defendants intentionally and willfully failed to
8 pay overtime wages owed to Plaintiff and the other class members.

9 61. Defendants' failure to pay Plaintiff and the other class members the unpaid
10 balance of overtime compensation, as required by California laws, violates the provisions of
11 California Labor Code sections 510 and 1198, and is therefore unlawful.

12 62. Pursuant to California Labor Code section 1194, Plaintiff and the other class
13 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
14 attorneys' fees.

15 **SECOND CAUSE OF ACTION**

16 **(Violation of California Labor Code §§ 226.7 and 512(a))**

17 **(Against BARBIER SECURITY GROUP and DOES 1 through 100)**

18 63. Plaintiff incorporates by reference the allegations contained in paragraphs 1
19 through 62, and each and every part thereof with the same force and effect as though fully set
20 forth herein.

21 64. At all relevant times, the IWC Order and California Labor Code sections 226.7
22 and 512(a) were applicable to Plaintiff's and the other class members' employment by
23 Defendants.

24 65. At all relevant times, California Labor Code section 226.7 provides that no
25 employer shall require an employee to work during any meal or rest period mandated by an
26 applicable order of the California IWC.

27 66. At all relevant times, the applicable IWC Wage Order and California Labor
28 Code section 512(a) provide that an employer may not require, cause or permit an employee to

1 work for a work period of more than five (5) hours per day without providing the employee
2 with a meal period of not less than thirty (30) minutes, except that if the total work period per
3 day of the employee is no more than six (6) hours, the meal period may be waived by mutual
4 consent of both the employer and employee.

5 67. At all relevant times, the applicable IWC Wage Order and California Labor
6 Code section 512(a) further provide that an employer may not require, cause or permit an
7 employee to work for a work period of more than ten (10) hours per day without providing the
8 employee with a second uninterrupted meal period of not less than thirty (30) minutes, except
9 that if the total hours worked is no more than twelve (12) hours, the second meal period may
10 be waived by mutual consent of the employer and the employee only if the first meal period
11 was not waived.

12 68. During the relevant time period, Plaintiff and the other class members who were
13 scheduled to work for a period of time no longer than six (6) hours, and who did not waive
14 their legally-mandated meal periods by mutual consent, were required to work for periods
15 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
16 minutes and/or rest period.

17 69. During the relevant time period, Plaintiff and the other class members who were
18 scheduled to work for a period of time in excess of six (6) hours were required to work for
19 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
20 (30) minutes and/or rest period.

21 70. During the relevant time period, Plaintiff and the other class members' meal
22 periods were missed, shortened, late, and/or were interrupted because Defendants required
23 them to perform and complete work duties, even when it resulted in missed, shortened, late, or
24 interrupted meal periods. Defendants interrupted Plaintiff and the other class members during
25 purported meal periods with business-related inquires, instructions for tasks, and/or to require
26 them to return to work before a full thirty (30) minutes elapsed to complete or begin tasks.

27 71. As a result, Defendants failed to relieve Plaintiff and the other class members of
28 all duties, failed to relinquish control over Plaintiff and the other class members' activities,

1 failed to permit Plaintiffs and the other class members a reasonable opportunity to take, and
2 impeded or discouraged them from taking thirty (30) minute uninterrupted meal periods no
3 later than the end of their fifth hour of work for shifts lasting at least six (6) hours, and/or to
4 take second thirty (30) minute uninterrupted meal periods no later than their tenth hour of work
5 for shifts lasting more than ten (10) hours.

6 72. As a result, during the relevant time period, Defendants intentionally and
7 willfully required Plaintiff and the other class members to work during meal periods and failed
8 to compensate Plaintiff and the other class members the full meal period premium for work
9 performed during meal periods.

10 73. During the relevant time period, Defendants failed to pay Plaintiff and the other
11 class members the full meal period premium due pursuant to California Labor Code section
12 226.7.

13 74. Defendants' conduct violates applicable IWC Wage Order and California Labor
14 Code sections 226.7 and 512(a).

15 75. Pursuant to applicable IWC Wage Order and California Labor Code section
16 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one
17 additional hour of pay at the employee's regular rate of compensation for each work day that
18 the meal or rest period is not provided.

19 **THIRD CAUSE OF ACTION**

20 **(Violation of California Labor Code § 226.7)**

21 **(Against BARBIER SECURITY GROUP and DOES 1 through 100)**

22 76. Plaintiff incorporates by reference the allegations contained in paragraphs 1
23 through 75, and each and every part thereof with the same force and effect as though fully set
24 forth herein.

25 77. At all times herein set forth, the applicable IWC Wage Order and California
26 Labor Code section 226.7 were applicable to Plaintiff's and the other class members'
27 employment by Defendants.

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1 78. At all relevant times, California Labor Code section 226.7 provides that no
2 employer shall require an employee to work during any rest period mandated by an applicable
3 order of the California IWC.

4 79. At all relevant times, the applicable IWC Wage Order provides that “[e]very
5 employer shall authorize and permit all employees to take rest periods, which insofar as
6 practicable shall be in the middle of each work period” and that the “rest period time shall be
7 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
8 hours or major fraction thereof” unless the total daily work time is less than three and one-half
9 (3 ½) hours.

10 80. During the relevant time period, Defendants required Plaintiff and other class
11 members to work four (4) or more hours without authorizing or permitting a ten (10) minute
12 rest period per each four (4) hour period worked.

13 81. During the relevant time period, Defendants willfully required Plaintiff and the
14 other class members to work during rest periods and failed to pay Plaintiff and the other class
15 members the full rest period premium for work performed during rest periods.

16 82. During the relevant time period, Defendants failed to pay Plaintiff and the other
17 class members the full rest period premium due pursuant to California Labor Code section
18 226.7

19 83. Defendants’ conduct violates applicable IWC Wage Orders and California
20 Labor Code section 226.7.

21 84. Pursuant to the applicable IWC Wage Orders and California Labor Code section
22 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one
23 additional hour of pay at the employees’ regular hourly rate of compensation for each work
24 day that the rest period was not provided.

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FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

(Against BARBIER SECURITY GROUP and DOES 1 through 100)

85. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 84, and each and every part thereof with the same force and effect as though fully set forth herein.

86. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

87. During the relevant time period, Defendants failed to pay minimum wage to Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1. Defendants' failure to pay minimum wages included, *inter alia*, Defendants' effective payment of zero dollars per hour for hours Plaintiff and the other class members worked off-the-clock performing work duties.

88. Defendants' failure to pay Plaintiff and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

89. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

90. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

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FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

(Against BARBIER SECURITY GROUP and DOES 1 through 100)

91. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 90, and each and every part thereof with the same force and effect as though fully set forth herein.

92. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

93. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ. Plaintiff and other class members were not paid at the time of their discharge wages earned and unpaid throughout their employment, including but not limited to, minimum wages for time worked off-the-clock to perform work duties, overtime compensation, and/or for meal and rest period premium payments.

94. Defendants' failure to pay Plaintiff and the other class members who are no longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

95. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

96. Plaintiff and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

(Against BARBIER SECURITY GROUP and DOES 1 through 100)

97. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 96, and each and every part thereof with the same force and effect as though fully set forth herein.

98. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

99. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

100. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

101. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members all wages due to them, within any time period permissible under California Labor Code section 204.

102. Plaintiff and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

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SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against BARBIER SECURITY GROUP and DOES 1 through 100)

103. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 102, and each and every part thereof with the same force and effect as though fully set forth herein.

104. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

105. Defendants have intentionally and willfully failed to provide Plaintiff and the other class members with complete and accurate wage statements. The deficiencies include, but are not limited to: the failure to include the total number of hours worked by Plaintiff and the other class members.

106. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

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1 107. More specifically, Plaintiff and the other class members have been injured by
2 Defendants' intentional and willful violation of California Labor Code section 226(a) because
3 they were denied both their legal right to receive, and their protected interest in receiving,
4 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

5 108. Plaintiff and the other class members are entitled to recover from Defendants the
6 greater of their actual damages caused by Defendants' failure to comply with California Labor
7 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per
8 employee.

9 109. Plaintiff and the other class members are also entitled to injunctive relief to
10 ensure compliance with this section, pursuant to California Labor Code section 226(h).

11 **EIGHTH CAUSE OF ACTION**

12 **(Violation of California Labor Code § 1174(d))**

13 **(Against BARBIER SECURITY GROUP and DOES 1 through 100)**

14 110. Plaintiff incorporates by reference the allegations contained in paragraphs 1
15 through 109, and each and every part thereof with the same force and effect as though fully set
16 forth herein.

17 111. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
18 central location in the state or at the plants or establishments at which employees are
19 employed, payroll records showing the hours worked daily by and the wages paid to, and the
20 number of piece-rate units earned by and any applicable piece rate paid to, employees
21 employed at the respective plants or establishments. These records shall be kept in accordance
22 with rules established for this purpose by the commission, but in any case shall be kept on file
23 for not less than two years.

24 112. Defendants have intentionally and willfully failed to keep accurate and complete
25 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other
26 class members.

27 113. As a result of Defendants' violation of California Labor Code section 1174(d),
28 Plaintiff and the other class members have suffered injury and damage to their statutorily-

protected rights.

114. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

NINTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against BARBIER SECURITY GROUP and DOES 1 through 100)

115. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 114, and each and every part thereof with the same force and effect as though fully set forth herein.

116. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

117. Plaintiff and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants.

118. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

119. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

(Against BARBIER SECURITY GROUP and DOES 1 through 100)

120. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 119, and each and every part thereof with the same force and effect as though fully set

1 forth herein.

2 121. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
3 unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants'
4 competitors. Accordingly, Plaintiff seek to enforce important rights affecting the public
5 interest within the meaning of Code of Civil Procedure section 1021.5.

6 122. Defendants' activities as alleged herein are violations of California law, and
7 constitute unlawful business acts and practices in violation of California Business &
8 Professions Code section 17200, et seq.

9 123. A violation of California Business & Professions Code section 17200, et seq.
10 may be predicated on the violation of any state or federal law. In this instant case, Defendants'
11 policies and practices of requiring employees, including Plaintiff and the other class members,
12 to work overtime without paying them proper compensation violate California Labor Code
13 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring
14 employees, including Plaintiff and the other class members, to work through their meal and
15 rest periods without paying them proper compensation violate California Labor Code sections
16 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate
17 California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and
18 practices of failing to timely pay wages to Plaintiff and the other class members violate
19 California Labor Code sections 201, 202 and 204. Defendants also violated California Labor
20 Code sections 226(a), 1174(d), 2800 and 2802.

21 124. As a result of the herein described violations of California law, Defendants
22 unlawfully gained an unfair advantage over other businesses.

23 125. Plaintiff and the other class members have been personally injured by
24 Defendants' unlawful business acts and practices as alleged herein, including but not
25 necessarily limited to the loss of money and/or property.

26 126. Pursuant to California Business & Professions Code sections 17200, et seq.,
27 Plaintiff and the other class members are entitled to restitution of the wages withheld and
28 retained by Defendants during a period that commences four years preceding the filing of this

Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 2698, et seq.)

(Against BARBIER SECURITY GROUP and DOES 1 through 100)

127. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 126, and each and every part thereof with the same force and effect as though fully set forth herein.

128. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

129. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

130. Plaintiff and the other hourly-paid or non-exempt employees, are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime

131. Defendants' failure to pay overtime in violation of the Wage Orders and California Labor Code sections 510 and 1198, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 510 and 1198.

Failing to Provide Meal Periods

132. Defendants' failure to provide legally required meal periods in violation of the Wage Orders and California Labor Code sections 226.7 and 512(a), as alleged above,

1 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 226.7
2 and 512(a).

3 **Failure to Provide Rest Periods**

4 133. Defendants' failure to provide legally required rest periods in violation of the
5 Wage Orders and California Labor Code section 226.7, as alleged above, constitutes unlawful
6 and/or unfair activity prohibited by California Labor Code section 226.7.

7 **Failure to Pay Minimum Wages**

8 134. Defendants' failure to pay minimum wages in violation of the Wage Orders and
9 California Labor Code sections 1194, 1197 and 1197.1, as alleged above, constitutes unlawful
10 and/or unfair activity prohibited by California Labor Code sections 1194, 1197, and 1197.1.

11 **Failure to Timely Pay Wages Upon Termination**

12 135. Defendants' failure to timely pay wages upon termination in violation of
13 California Labor Code sections 201 and 202, as alleged above, constitutes unlawful and/or
14 unfair activity prohibited by California Labor Code sections 201 and 202.

15 **Failure to Timely Pay Wages During Employment**

16 136. Defendants' failure to timely pay wages during employment in violation of
17 California Labor Code section 204, as alleged above, constitutes unlawful and/or unfair
18 activity prohibited by California Labor Code section 204.

19 **Failure to Provide Compliant Wage Statements**

20 137. Defendants' failure to provide compliant wage statements in violation of
21 California Labor Code section 226(a), as alleged above, constitutes unlawful and/or unfair
22 activity prohibited by California Labor Code section 226(a).

23 **Failure to Keep Complete or Accurate Payroll Records**

24 138. Defendants' failure to keep complete or accurate payroll records in violation of
25 California Labor Code section 1174(d), as alleged above, constitutes unlawful and/or unfair
26 activity prohibited by California Labor Code section 1174(d).

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Failure to Reimburse Necessary Business Expenses

139. Defendants' failure to reimburse all necessary business-related expenses and costs in violation of California Labor Code sections 2800 and 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

140. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, business expenses, unpaid wages, and/or untimely wages according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010, *et seq.* in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and
- d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

141. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor

1 and Workforce Development Agency for the enforcement of labor laws and education of
2 employers and employees about their rights and responsibilities and twenty-five percent (25%)
3 to the aggrieved employees.

4 142. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and
5 costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable
6 statute.

7 **DEMAND FOR JURY TRIAL**

8 Plaintiff, individually, and on behalf of other members of the general public similarly
9 situated, requests a trial by jury.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff, individually, and on behalf of other members of the general
12 public similarly situated, and on behalf of other aggrieved employees pursuant to the
13 California Private Attorneys General Act, prays for relief and judgment against Defendants,
14 jointly and severally, as follows:

15 **Class Certification**

- 16 1. That this action be certified as a class action with respect to the first ten causes
17 of action;
- 18 2. That Plaintiff be appointed as the representative of the Class;
- 19 3. That counsel for Plaintiff be appointed as Class Counsel; and
- 20 4. That Defendants provide to Class Counsel immediately the names and most
21 current/last known contact information (address, e-mail and telephone numbers) of all class
22 members.

23 **As to the First Cause of Action**

- 24 5. That the Court declare, adjudge and decree that Defendants violated California
25 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
26 all overtime wages due to Plaintiff and the other class members;

- 27 6. For general unpaid wages at overtime wage rates and such general and special
28 damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;

11. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

18. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

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19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other class members in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and the other class members no longer employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the other class members;

36. For all actual, consequential, and incidental losses and damages, according to proof;

37. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

43. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff and the other class members as required by California Labor Code section

1174(d);

45. For actual, consequential and incidental losses and damages, according to proof;

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

49. For actual, consequential and incidental losses and damages, according to proof;

50. For the imposition of civil penalties and/or statutory penalties;

51. For reasonable attorneys' fees and costs of suit incurred herein; and

52. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the other class members, failing to pay Plaintiff's and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

54. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

55. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, et seq.;

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56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

57. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, et seq.; and

58. For such other and further relief as the Court may deem just and proper.

As to the Eleventh Cause of Action

59. For civil penalties and wages pursuant to California Labor Code sections 2699(a), (f) and (g) plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802; and

60. For such other and further relief as the Court may deem equitable and appropriate.

Dated: June 13, 2022

LAWYERS for JUSTICE, PC

By: _____



Edwin Aiwazian
Attorneys for Plaintiff

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On June 23, 2022, I served the foregoing document described as: **FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES & ENFORCEMENT UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE § 2698, ET SEQ.** on interested parties in this action by Electronic Service as follows:

Brandon McKelvey (brandon@medinamckelvey.com)
Timothy B. Nelson (tim@medinamckelvey.com)
Rabi David (rabi@medinamckelvey.com)

MEDINA MCKELVEY LLP
925 Highland Pointe Drive, Suite 300
Roseville, CA 95678

Attorneys for Defendant Barbier Security Group

[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency
Web URL:
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

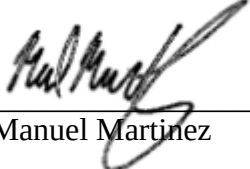
[X] BY ONLINE SUBMISSION

The foregoing document was transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 23, 2022, at Glendale, California.



Manuel Martinez