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8 **SUPERIOR COURT OF CALIFORNIA**

9 **FOR THE COUNTY OF YOLO**

10
11 CHRISTOPHER HAMPTON, individually
and on behalf of all other similarly situated
12 employees,

13 Plaintiff,

14 vs.

15
16 UNLIMITED SECURITY SPECIALISTS,
INC., a California Corporation; and DOES 1 to
17 100, inclusive,

18 Defendants.
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Case No. CV2021-2130

CLASS ACTION

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA SETTLEMENT**

Date: December 23, 2022

Time: 9:00 a.m.

Dept.: 10

Judge: Hon. Samuel T. McAdam

Filed: December 3, 2021

FAC Filed: February 25, 2022

Trial Date: None Set

1 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE that on December 23, 2022, at 9:00 a.m., or as soon thereafter as the
3 matter may be heard in Department 10 of the above-entitled Court, Plaintiff Christopher Hampton,
4 individually and on behalf of all other similarly situated individuals, hereby moves for entry of an Order
5 for the following:

- 6 1. Certifying the proposed class herein for purposes of settlement only;
- 7 2. Appointing Plaintiff Christopher Hampton as class representative for purposes of settlement;
- 8 3. Appointing Shimoda & Rodriguez Law, PC as Class Counsel for purposes of settlement;
- 9 4. Approving the proposed class action and Private Attorneys General Act settlement, in the
10 amount of \$350,000.00, which is incorporated herein by reference;
- 11 5. Approving the application for payment to Class Counsel of attorneys' fees in the amount of
12 35% of the Gross Settlement Amount;
- 13 6. Approving the application for payment to Class Counsel of reasonable costs in the amount of
14 \$10,442.28;
- 15 7. Approving the Class Representative Enhancement Payment of \$15,000.00 to Plaintiff
16 Christopher Hampton;
- 17 8. Approving the appointment of ILYM, Inc. as the Claims Administrator and for payment to
18 ILYM, Inc. for administering said class action settlement in the amount of \$9,500.00;
- 19 9. Approving the settlement of claims under the Private Attorneys General Act for the total
20 amount of \$10,000.00, 75% of which will be paid to the Labor and Workforce Development
21 Agency and 25% of which will be paid to Aggrieved Employees;
- 22 10. Determining that the procedures used to notify the class complied with Class Members' due
23 process rights;
- 24 11. Directing that any residue from settlement checks that were not cashed by the check cashing
25 deadline be donated equally, *i.e.*, 50/50, to Capital Pro Bono, Inc., and the Center for
26 Workers' Rights under the doctrine of *cy pres*;
- 27 12. Approving and adopting the Proposed Order and its implementation schedule, which is filed
28 herewith and incorporated by reference.

1 This motion is being made pursuant to Code of Civil Procedure section 382, Labor Code section
2 2699(l), and California Rules of Court 3.769 and 3.764, on the grounds that the proposed class action
3 and Private Attorneys General Act settlement is fair, reasonable, and adequate as to all Class Members
4 and should be given final approval by the Court. This motion will be based on the notice of motion,
5 memorandum of points and authorities, the Declaration of Brittany V. Berzin, the Declaration of
6 Christopher Hampton, the Declaration of Makenna Snow, exhibits, the record and files of this case, and
7 any further oral or documentary evidence introduced at the hearing of this motion.
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11 **Pursuant to Local Rule 11.2, the court will issue a tentative ruling on the merits of the matter by**
12 **3:00 p.m. on the court day before the hearing. The tentative rulings are available by phone at**
13 **(530)406-6806 and on the Court's web site after 3:00 p.m. The tentative ruling shall become the**
14 **ruling of the court, unless a party desiring to be heard so advises the courtroom clerk of the**
15 **designated department no later than 4:00 p.m. on the court day preceding the hearing, and**
16 **further advises the courtroom clerk that such party has notified the other party(s) of its intention**
17 **to appear.**

18 Dated: November 29, 2022

Shimoda & Rodriguez Law, PC

19 By: 
20 Galen T. Shimoda
21 Justin P. Rodriguez
22 Brittany V. Berzin
23 Attorneys for Plaintiff
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Attorneys for Plaintiff CHRISTOPHER HAMPTON

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF YOLO

CHRISTOPHER HAMPTON, individually
and on behalf of all other similarly situated
employees,

Plaintiff,

vs.

UNLIMITED SECURITY SPECIALISTS,
INC., a California Corporation; and DOES 1 to
100, inclusive,

Defendants.

Case No. CV2021-2130

CLASS ACTION

**MEMORANDUM OF POINTS &
AUTHORITIES IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: December 23, 2022

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I. INTRODUCTION AND OPENING SUMMARY OF ARGUMENT

This Motion is brought seeking final approval of a wage and hour class action settlement in the gross amount of \$350,000.00. *See generally* Exhibit A (Joint Stipulation Regarding Class Action and PAGA Settlement and Release). Plaintiff Christopher Hampton (“Plaintiff”) brought this class action individually and on behalf of other similarly situated employees employed by Defendant Unlimited Security Specialists Inc. (“Defendant”). Plaintiff worked for Defendant in California from approximately October 12, 2020 to August 31, 2021 and was subject to all the same policies and practices that are alleged to be unlawful in this litigation. *See generally* Exhibit B (Plaintiff’s Operative Complaint); Declaration of Christopher Hampton (“Decl. Hampton”) ¶ 2.

Plaintiff has alleged that Defendant failed to pay overtime wages, failed to pay minimum wages, committed meal period violations, committed rest period violations, committed wage statement violations, failed to pay all final wages, failed to reimburse business expenses, engaged in unfair competition, and failed to timely pay wages. *See generally* Exhibit B. Plaintiff has also alleged Defendant is liable for a civil penalties under the Private Attorneys General Act (“PAGA”) based on these violations. *See id.*; Exhibit C (Plaintiff’s Ltr. to the Labor and Workforce Development Agency [“LWDA”] Regarding PAGA Claims). These alleged violations primarily stem from Plaintiff’s allegations that Defendant violated California law by 1) paying Class Members under invalid alternative workweek agreements; 2) failing to pay the correct overtime and double time hours for shifts worked outside of the regularly scheduled alternative workweek and shifts over 12 hours in a day; 3) failing to pay Class Members for all hours worked, including for hours worked in excess of eight in a day or forty hours in a workweek; 4) failing to authorize and permit all meal and rest periods; 5) failing to timely pay Class Members wages in accordance with Labor Code section 204; 6) failing to reimburse Class Members for the use of personal cellphones; 7) failing to pay Class Members all final wages upon separation of employment in accordance with Labor Code sections 201, 202, and 203; and 8) failure to provide Class Members with accurate itemized wage statements. The unfair competition and PAGA claims are derivative. *See* Exhibit B. Plaintiff has contended that this is a meritorious class action lawsuit and that this case is appropriate for class certification for settlement purposes as the requisites for class certification in this case can be satisfied. *See* Exhibit B.

1 Defendant has denied all of Plaintiff's allegations in their entirety and any liability or
2 wrongdoing of any kind. *See* Declaration of Brittany V. Berzin ("Decl. Berzin"), ¶ 5. Defendant has
3 denied that this case is appropriate for class certification other than for purposes of settlement and that
4 Plaintiff would have difficulty proving class certification is proper here. *See id.* However, subject to
5 approval by the Court, the parties have been able to compromise and settle all asserted claims for
6 monetary compensation as a result of extensive investigations, informal document and data exchanges,
7 and extended negotiations relating to all aspects of the asserted claims. *See* Exhibit A. Plaintiff's
8 counsel is convinced that the proposed settlement is in the best interest of the putative class based on
9 the discovery, investigations, negotiations, and a detailed knowledge of the issues in this case. *See*
10 Decl. Berzin, ¶¶ 3, 6-10. The prospect of potential class certification issues and the uncertainty of class
11 certification, difficulties of complex litigation, the lengthy process of establishing specific damages and
12 various possible delays and appeals were carefully considered by Plaintiff and Plaintiff's counsel in
13 agreeing to the proposed settlement. *See id.*

14 It is well within the discretion of this Court to grant final approval of the Agreement, which
15 satisfies all of the criteria for final settlement approval under California law. Accordingly, Plaintiff
16 requests that the Court: (1) certify the proposed settlement class; (2) grant final approval of the
17 proposed class settlement (Exhibit A); and (3) adopt the implementation schedule contained in the
18 proposed order.

19 **II. PROCEDURAL AND LITIGATION HISTORY**

20 Plaintiff filed a class action complaint on approximately December 3, 2021, in Yolo County
21 Superior Court against Defendant. Plaintiff exhausted administrative remedies under the PAGA by
22 providing notice of the claims and violations to the LWDA. *See* Exhibit C; Cal. Lab. Code § 2699.3(a),
23 (c); Decl. Berzin, ¶ 3. Then, Plaintiff filed a First Amended Class Action Complaint on approximately
24 February 25, 2022 to include a PAGA claim. *See id.*; Exhibit B. There is no trial date set and the Court
25 set a class certification hearing date for December 14, 2022. *See* Decl. Berzin, ¶ 4.

26 **III. INVESTIGATION AND DISCOVERY CONDUCTED**

27 Plaintiff thoroughly investigated issues affecting certification, the merits of the class claims, and
28 potential damages for such claims. *See id.* Plaintiff worked during the time all of Defendant's policies

1 and practices at issue in the Complaint were in effect and provided information regarding these policies
2 and practices, enabling pre-filing investigations to take place. *See* Decl. Hampton ¶¶ 3, 5. The parties
3 engaged in informal discovery and an exchange of documents, including all applicable versions of
4 Defendant’s relevant policies and procedures, employee handbooks, and other documents relating to
5 the alleged claims, information on Class Members including, but not limited to, Class Members’ pay
6 periods worked during the Class Period, Aggrieved Employees’ pay periods worked during the PAGA
7 Period, total number of Class Members and Aggrieved Employees, as well as timecard data and payroll
8 reports for a randomly selected sample of Class Members and Aggrieved Employees. The discovery
9 covered all aspects of the asserted claims, including certification issues, merits issues, damages, the
10 scope and configuration of Class Members and Aggrieved Employees, the content and implementation
11 of the wage and hour policies at issue, issues relating to manageability concerns at trial, among other
12 relevant areas. *See* Decl. Berzin, ¶ 7. The information allowed Plaintiff to determine the extent and
13 frequency of any violations in accordance with Plaintiff’s contentions and create an accurate damages
14 model to assess the reasonableness of any settlement. *See id.*

15 **IV. NEGOTIATION AND PROPOSED SETTLEMENT**

16 **a. Plaintiff and Defendant Engaged in Extensive Arm’s Length Negotiations**

17 The final settlement occurred only after extended, and sometimes contentious, arm’s length
18 negotiations. Over the course of approximately seven months, Plaintiff has been investigating the
19 claims and discussing with Defendant’s counsel the merits of the claims and certification issues present
20 in this case. *See id.* at ¶¶ 6-10. The parties exchanged substantial amounts of information and legal
21 analysis regarding the asserted claims. *See id.* Then, only after nearly seven months of litigation and
22 negotiation, which included a full day mediation with Steven G. Pearl, Esq., the parties were able to
23 reach a mutually agreeable settlement. *See id.* at ¶ 8. In light of the claims and defenses at issue, the
24 parties agreed to a Gross Settlement Amount of \$350,000.00. *See* Exhibit A.

25 **b. The Terms of the Settlement**

26 Under the Agreement, Defendant and its owner, Jose H. Cardona, have agreed to the following:

- 27 1. The following groups of individuals are covered by the Settlement (*See* Exhibit A, ¶¶
28 1.2, 1.8):

1 Aggrieved Employees: All non-exempt employees who have, or continue
2 to, work for Defendant and Jose H. Cardona in California during the
PAGA Claim Period, *i.e.*, November 24, 2020 up to August 25, 2022.

3 Class Members: All non-exempt employees who have, or continue to,
4 work for Defendant and Jose H. Cardona in California during the Class
Period, *i.e.*, December 3, 2017 up to August 25, 2022.

5 2. Pay Gross Settlement Amount of \$350,000.00, exclusive of the employer's share of
6 payroll taxes, to resolve and release the claims alleged in the Complaint. *See id.* at ¶¶ 5.1, 5.2. No
7 portion of the Gross Settlement Amount will revert to Defendant. *See id.* at ¶ 5.6. Aggrieved
8 Employees will still be paid their share of the PAGA Payment regardless of whether they opt out of
9 being Class Members. *See id.* at 7.5.1.

10 3. The parties agree that \$15,000.00 for Plaintiff Christopher Hampton will be paid as a
11 Class Representative Enhancement Payment. This amount will be in addition to any amount Plaintiff
12 may be entitled to under the terms of the Agreement. *See id.* at ¶ 5.4.

13 4. The parties agree that the cost of administering this class action settlement shall be paid
14 from the settlement proceeds. Subject to Court approval, the parties have selected ILYM, Inc. to act as
15 the Claims Administrator, who has provided a final cost estimate of \$9,500.00 for administration work
16 that has been performed and will be performed in the future. *See Declaration of Makenna Snow*
17 *("Decl. Snow")*, ¶ 15. The difference between the actual administration costs and the \$15,000.00
18 originally allocated under the Agreement will be added to the Net Settlement Amount. *See Exhibit A*, ¶
19 5.3.

20 5. The parties agree that \$10,000.00 of the Gross Settlement Amount shall be allocated to
21 resolving claims under the PAGA. Seventy-Five percent (75%) of the PAGA Payment will be paid to
22 the LWDA and Twenty-Five percent (25%) will be paid to Aggrieved Employees. *See Exhibit A*, ¶
23 5.5.

24 6. The parties agree that up to thirty-five percent (35%) of the Gross Settlement Amount
25 (\$122,500.00) will be paid for Plaintiff's attorneys' fees incurred in the litigation of this case.
26 Defendant will not oppose any application for attorneys' fees so long as it is within this threshold. *See*
27 *id.* at ¶ 5.2. Additionally, the parties agree that Plaintiff will also be entitled to the actual litigation
28 costs as approved by the Court, which are \$10,442.28. *See Exhibit D (Plaintiff's Itemized Costs)*. The

1 difference between the actual costs and the originally allocated \$15,000.00 will be added to the Net
2 Settlement Amount. *See* Exhibit A, ¶ 5.2. The notice to be sent to Class Members stated the maximum
3 cost potential of \$15,000. *See* Decl. Snow, Exh. A.

4 7. Any Claims Administrator Costs, any amounts paid for attorneys' fees and costs, the
5 Class Representative Enhancement Payment, and PAGA Payment will be paid out from the Gross
6 Settlement Amount, not in addition to the Gross Settlement Amount. *See* Exhibit A, ¶¶ 5.1-5.5.

7 8. In consideration for the value received in the Agreement, Class Members who did not
8 opt-out of this settlement will waive all Qualified Claimant's Released Claims as set forth in the
9 Agreement. *See* Exhibit A, ¶¶ 1.30-1.31. Aggrieved Employees will waive all Released PAGA Claims
10 as set forth in the Agreement regardless of whether they opted out of being a Class Member. *See id.* at
11 1.33, 7.5.1.

12 9. For any portion of the Net Settlement Amount or PAGA Payment allocated to Qualified
13 Claimants and/or Aggrieved Employees that is not claimed by them by cashing their respective
14 settlement checks within 120 calendar days, the remaining amount shall be paid 50/50 to Capital Pro
15 Bono, Inc., and the Center for Workers' Rights under the doctrine of *cy pres*. *See* Exhibit A, at ¶ 5.6.

16 **c. Allocation of Settlement Funds**

17 Payment to Qualified Claimants and Aggrieved Employees of their Claim Amount will not
18 require the submission of a claim form. A Net Settlement Amount will be determined by subtracting
19 from the Gross Settlement Amount any amounts for approved attorneys' fees and costs, any
20 Enhancement Payment to the Class Representative, the Claims Administrator Costs, and the PAGA
21 Payment. Each Class Member's share will be determined by dividing their total weeks worked within
22 the Class Period by the total weeks worked by all Class Members within the Class Period. That
23 fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member's
24 individual share of the Net Settlement Amount. Each Aggrieved Employee's share of the 25% portion
25 of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA
26 Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period.
27 That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the
28 Aggrieved Employee's individual share. *See* Exhibit A, at ¶ 5.8.

1 **V. PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND THE**
2 **SUBSEQUENT CLASS ACTION ADMINISTRATION**

3 Plaintiff's motion for preliminary approval of the class action settlement was approved by the
4 Court, in its entirety, on August 25, 2022. To comply with the class members' due process rights, the
5 parties enlisted an exhaustive method to ensure the best practical means possible was used to provide
6 notice to the class. Defendant's counsel provided the class action administrator the names, last known
7 mailing address, and social security numbers for the class. The class action administrator then updated
8 this information by doing an address trace for each individual using this information. *See* Decl. Snow,
9 ¶¶ 5-6. If the Notice Packets were returned as undeliverable, further investigation was performed and
10 they were re-mailed using updated information. *See id.* at ¶¶ 8-9. Of the 650 Notice Packets mailed,
11 only 7 were undeliverable after use of these methods. *See id.* at ¶ 10. The Notice Packets included
12 information regarding the requested attorneys' fees, costs, payment to the LWDA, administration costs,
13 and tax allocations. *See* Decl. Snow, Exh. A.

14 The average distribution to participating Class Members is approximately \$281.29, the
15 maximum distribution is approximately \$2,370.42. *See id.* at ¶ 14. No objections to the proposed
16 settlement have been received and only one class member opted out. *See* Decl. Snow, ¶¶ 11-12. The
17 individual who opted out will not be considered a Class Member for the purposes of this settlement.
18 *See id.* at ¶ 11. However, the individual is an Aggrieved Employee and will still receive his share of the
19 PAGA Payment. *See id.*

20 **VI. ARGUMENT**

21 **a. Class Action Settlements are Subject to Court Review and Approval Under the**
22 **California Rules of Court**

23 A class action may not be dismissed, compromised, or settled without Court approval and the
24 decision to approve or reject a settlement is committed to the Court's sound discretion. *See* Cal. Rules
25 of Court, Rule 3.769; Fed. R. Civ. Proc., Rule 23(e)¹; *Wershba v. Apple Computer, Inc.*, 91 Cal. App.
26 4th 224, 234-35 (2001); *see also* Cal. Lab. Code §§ 2699(l)(2) (requiring Court review of PAGA
27 settlements). However, courts should give "proper deference to the private consensual decision of the

28

¹The California Supreme Court has authorized California's trial courts to rely on these federal resources to decide class certification issues. *See Green v. Obledo*, 29 Cal.3d 126, 145-46 (1981).

parties,” since “the court’s intrusion upon what is otherwise a private consensual agreement negotiated between the parties to a lawsuit must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998). Where a settlement is reached on terms agreeable to all parties, a court should disapprove of the settlement “only with considerable circumspection.” *Jamison v. Butcher & Sherrerd*, 68 F.R.D. 479, 481 (E.D. Pa. 1975). The law favors settlement of lawsuits, particularly class actions and other complex cases where substantial resources can be conserved by avoiding the time, expense, and rigors of formal litigation. *See Neary v. Regents of Univ. of Cal.*, 3 Cal. 4th 273, 277-81 (1992).

b. The Terms of The Settlement Are Fair and Within the Range of Reasonableness

The purpose of the Court’s final evaluation of a proposed class action settlement is to determine only whether the proposed settlement is within the range of reasonableness. *See Wershba*, 91 Cal. App. 4th at 234-35. If the Court finds a proposed settlement falls within “the range of reasonableness,” it should grant final approval of the class action settlement. *See, e.g., North County Contr. ’s Assn., Inc. v. Touchstone Ins. Svcs.*, 27 Cal. App. 4th 1085, 1089-90 (1994); *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 133 (2008). To make the fairness determination, the Court must consider several factors, including:

the strength of the Plaintiff’s case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.

Dunk v. Ford Motor Co., 48 Cal. App. 4th 1794, 1801 (1996). However, this Court should begin its analysis with a presumption that the settlement is fair. “A presumption of fairness exists where: (1) the settlement is reached through arm’s length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” *Id.* at 1802; *see also In re Heritage Bond Litig.*, 2005 WL 1594403, at *10 (C.D. Cal. June 10, 2005) (“It is established that the absence of a large number of

objectors to a proposed class action settlement raises a strong presumption that the terms of a proposed class settlement action are favorable to the class members”).

i. The Settlement is a Result of Extensive, Non-Collusive Arm’s Length Negotiations Between the Parties

Settlement in this case was reached only after litigation and extensive arm’s length negotiations lasting nearly seven months which included a full day mediation with Steven G. Pearl, Esq. *See Decl. Berzin*, ¶¶ 6-10. At all times, the negotiations were adversarial and contentious, although still professional in nature. *See id.* Further, while Plaintiff contends he would ultimately prevail on the claims and the issue of certification, this is not a certainty and there is substantial risk in proceeding to further litigation. *See id.* at ¶¶ 6-10. The ability to secure a guaranteed settlement now and ensure Class Members receive some compensation, rather than proceed to further litigation and potentially recover nothing, was a motivating factor in reaching this settlement. *See id.*

ii. The Extent of Investigation and Discovery Completed Provided Ample Information to Enter Into an Informed and Reasonable Settlement

The parties were in possession of all necessary information during the negotiations. The parties engaged in substantial informal discovery and an exchange of documents, including all applicable versions of Defendant’s relevant policies and procedures, employee handbooks, and other documents relating to the alleged claims, information on Class Members including, but not limited to, Class Members’ pay periods worked during the Class Period, Aggrieved Employees’ pay periods worked during the PAGA Period, total number of Class Members and Aggrieved Employees, as well as timecard data and payroll reports for a randomly selected sample of Class Members and Aggrieved Employees, which covered all aspects of the class and PAGA claims and helped thoroughly vet the extent of Plaintiff’s claims against Defendant and create an accurate damages model. *See id.* at ¶ 6-10. Plaintiff was in possession of this information prior to calculating the potential damages in this case. *See id.* As a result, Plaintiff was able to make a reasonable estimation of Defendant’s potential liability. *See id.* For these reasons, the settlement now before the Court was reached at a stage where “the parties certainly have a clear view of the strengths and weaknesses of their cases” sufficient to support the settlement. *Boyd v. Bechtel Corp.*, 485 F.Supp. 610, 617 (N.D. Cal. 1979).

//

1 **iii. Plaintiff's Counsel Is Experienced in Similar Litigation and No Class Members**
2 **Objected to the Settlement**

3 Plaintiff's counsel has considerable experience in class and PAGA actions and wage and hour
4 litigation. Plaintiff's counsel has brought and are currently bringing several wage and hour class and/or
5 PAGA actions. Thus, Plaintiff's counsel is qualified to evaluate the class claims, value of settlement
6 versus moving for certification and going to trial, and the viability of possible affirmative defenses. *See*
7 Decl. Berzin, ¶¶ 11-16. Plaintiff's counsel believes that the settlement is fair and reasonable in light of
8 the complexities of the case, the uncertainties of class certification and litigation, and the secured
9 benefit to the class. *See id.* at ¶ 6. This belief is bolstered by the fact that no objections to the
10 settlement have been made by Class Members and only one Class Member opted out. *See* Decl. Snow,
11 ¶¶ 11-12.

12 **iv. The Settlement is Fair and Reasonable Based on the Strength of Plaintiff's Case**
13 **and the Risks and Costs of Further Litigation**

14 A review of the Agreement's terms does not give rise to any doubts about its fairness. Based on
15 the records and facts of this case, Plaintiff has secured a gross recovery of approximately 9.2% and a
16 net recovery of approximately 4.9% of the claims' maximum likely value. *See id.* at ¶¶ 9-10.
17 Additionally, the average net recovery per Class Member is approximately \$281.29 and the highest
18 recovery is approximately \$2,370.42. *See* Decl. Snow, ¶ 14. This settlement is a reasonable
19 compromise of the class and PAGA claims and is within the percentile ranges of the total available
20 damages that have been approved in other class settlements. *See Wershba*, 91 Cal. App. 4th at 246,
21 250; *Rebney v. Wells Fargo Bank*, 220 Cal.App.3d 1117, 1139 (1990); *Officers for Justice v. Civil Serv.*
22 *Comm'n*, 688 F.2d 615, 628 (9th Cir. 1982); *see also In re Omnivision Technologies, Inc.*, 559
23 F.Supp.2d 1036, 1042 (2007) (noting that certainty of recovery in settlement of 6% of maximum
24 potential recovery after reduction for attorney's fees was higher than median percentage for recoveries
25 in shareholder class action settlements, averaging 2.2%-3% from 2000 through 2002); *Bravo v. Gale*
26 *Triangle, Inc.*, 2017 U.S. Dist. LEXIS 77714 (C.D. Cal. 2017) (approving a settlement where the net
27 recovery to class members was approximately 7.5% of the projected maximum recovery amount); *Avila*
28 *v. Cold Spring Granite Co.*, 2017 U.S. Dist. LEXIS 130878 (E.D. Cal. 2017): (approving a settlement
 with a gross recovery of 11% of the projected maximum damages available and a net recovery of

approximately 6.7% of the projected maximum recovery); *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245 (N.D. Cal 2015) (approving a settlement where the gross recovery was approximately 8.5% of the projected maximum recovery).

v. The Proposed Settlement is a Reasonable Compromise of Claims

The case of *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116 (2008) requires additional information be presented to the Court, acting as a fiduciary for the absent class members “to ensure that the recovery represents a reasonable compromise, given the magnitude and apparent merit of the claims being released, discounted by the risks and expenses of attempting to establish and collect on those claims by pursuing the litigation” *Id.* at 129. *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal. App. 4th 399 (2010), clarified that a *Kullar* showing does not require the parties to submit an illusory prediction of the outer reaches of exposure without taking into account the actual risks of certification, decertification, dispositive motions, and trial. *Kullar* also does not require an explicit statement of the maximum amount the plaintiff class could recover if it prevailed on all its claims provided there is a record that allows “an understanding of the amount that is in controversy and the realistic range of outcomes of the litigation.” *Id.* at 409. The *Munoz* Court found that the record before the trial court was sufficient, having included the number of class members, payroll data, declarations describing hours and overtime worked, as well as variances in duties and rest and meal period experience, and a companion action alleging less than \$5,000,000 in damages. This information constituted “an adequate basis from which to garner a reasonably adequate understanding of the amount that is in controversy within the meaning of *Kullar*.” *Id.*

Plaintiff similarly relied upon payroll data and Class Members’ data to determine the realistic potential damages suffered by the class as a whole. *See* Decl. Berzin, ¶¶ 6-10. This analysis allowed Plaintiff to determine the extent and frequency of potential violations on all claims as to all Class Members and Aggrieved Employees. *See id.* Ultimately, Plaintiff secured a percentage of the total demand for the putative class and Aggrieved Employees that is within the range of what has been found to be sufficient in several other cases. *See, supra*, Section VI.b.iv; *see also, e.g., In re Omnivision Technologies, Inc.*, 559 F.Supp.2d at 1042; *Reed v. 1-800 Contacts, Inc.*, 2014 U.S. Dist. LEXIS 255 (S.D. Cal. 2014) (approving a settlement of \$11.7 million where the maximum range of damages was

1 \$5,000 for each of the alleged 300,000 instances of unlawful recording violations (\$1.5 billion),
2 equaling approximately .78% of the total demand and approximately \$800 per class member). This
3 settlement represents a reasonable compromise given the percentage of the total demand that was
4 secured, the average recovery per class member and Aggrieved Employee, the Court's ability and
5 discretion to cut PAGA penalties, and the uncertainty of class certification. *See* Decl. Berzin, ¶¶ 9-10.

6 **vi. The Enhancement Payment to the Named Plaintiff for Plaintiff's Services to the**
7 **Putative Class Is Reasonable and Routinely Awarded by Courts**

8 The Enhancement Payment to the named Plaintiff is intended to recognize the time and effort
9 expended on behalf of the class. Indeed, courts routinely approve enhancement payments to
10 compensate named plaintiffs for the services they provide and the risks they incurred during the course
11 of the class action litigation. *See Ingram v. The Coca Cola Co.*, 200 F.R.D. 685, 694 (N.D. Ga. 2001).
12 In *Ingram*, the Court approved enhancement payments of \$300,000.00 to each named plaintiff in
13 recognition of the services they provided to the class by responding to discovery, participating in the
14 mediation process, and taking the risk of stepping forward on behalf of the class. *See Id.* at 694; *see*
15 *also Van Vranken v. Atlantic Richfield Co.*, 901 F.Supp. 294 (N.D. Cal. 1995) (approving a \$50,000.00
16 enhancement payment).

17 In this case, Plaintiff provided and explained documents, provided witness contact information,
18 and was available to discuss the case with Plaintiff's counsel. *See* Decl. Berzin, ¶ 7; Decl. Hampton, ¶
19 5. Plaintiff spent a significant amount of time pursuing this litigation for the benefit of all Class
20 Members and Aggrieved Employees. *See id.* Plaintiff brought this action knowing there would be a
21 delay in any payment as the litigation progressed, rather than proceeding on individual claims in front
22 of the California Labor Commissioner. *See id.* Payment of \$15,000.00 to Plaintiff is appropriate given
23 the risk, assistance, time required in bringing this case and resolution of this case.

24 **vii. Awarding Attorneys' Fees as a Percentage of the Common Fund Is Reasonable**
25 **and Customarily Approved by Courts**

26 California state and federal courts have recognized that when a litigant's efforts create or
27 preserve a fund from which others derive benefits, the court may spread litigation costs proportionally
28 among all the beneficiaries to compensate those who created the fund. *See Boeing Co. v. Van Gemert*,

1 444 U.S. 472, 477-478 (1980) (“A lawyer who recovers a common fund for the benefit of persons other
2 than . . . her client is entitled to a reasonable attorney’s fee from the fund as a whole.”); *Vincent v.*
3 *Hughes Air West, Inc.*, 557 F.2d 759, 769 (9th Cir. 1977); *Mills v. Electric Auto-Lite Co.*, 396 U.S. 375
4 (1970); *Waters v. Intern. Precious Metals Corp.*, 190 F.3d 1291 (11th Cir. 1999); *see also Serrano v.*
5 *Priest*, 20 Cal.3d 25, 34-35 (1977); *Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016).
6 The purpose of this equitable doctrine is to avoid unjust enrichment of counsel and to “spread litigation
7 costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire
8 burden alone.” *Vincent*, 557 F.2d at 769; *Williams v. MGM-Pathe Communications Co.*, 129 F.3d 1026,
9 1027 (9th Cir. 1977). California state courts have approved use of a percentage of the fund to calculate
10 reasonable attorney fee awards where the amount of the settlement is certain or is an easily calculable
11 sum of money. *See Dunk*, 48 Cal. App. 4th at 1808.

12 The Ninth Circuit has also held that the common fund doctrine applies when: (1) the class of
13 beneficiaries is sufficiently identifiable; (2) the benefits can be accurately traced; and (3) the fee can be
14 shifted with some exactitude to those benefitting. *See Paul, Johnson, Alston & Hunt v. Graulity*, 886
15 F.2d 268, 271 (9th Cir. 1989). These criteria are “easily met” when “each member of a certified class
16 has an undisputed and mathematically ascertainable claim to part of a lump-sum settlement recovered
17 on her behalf.” *Id.* at 271 (citations omitted). Under the three (3) factors set forth in *Paul, Johnson,*
18 *Alston & Hunt*, the common fund doctrine applies in this case because there is a sufficiently identifiable
19 class of beneficiaries (*e.g.* the settlement class), the benefits can be accurately traced to the settlement
20 Plaintiff and Plaintiff’s counsel were able to negotiate on behalf of the class, and the fee can be shifted
21 with exactitude to those benefiting as the fee request is a specific, lump-sum percentage of the common
22 fund. As set forth in the fee award examples provided below for the Court’s reference, it is an accepted
23 practice in wage and hour class action settlements to award attorneys’ fees based on a percentage of the
24 common fund. *See, e.g., Staton v. Boeing Co.*, 327 F.3d 938, 967-972 (9th Cir. 2003); *Sanders v. City*
25 *of Los Angeles*, 3 Cal.3d 252, 261, 263 (1970); *Wershba*, 91 Cal. App. 4th at 254; *Bell v. Farmers Ins.*
26 *Exchange*, 115 Cal. App. 4th 715, 726, 765 (2004).

27 Historically, attorneys’ fee awards in common fund cases in general range from 20% to 50% of
28 the fund, depending on the circumstances of the case. *See Newberg on Class Actions*, (3rd Ed.), 1992,

§14.03 (finding 50% to be the upper limit). Awards ranging between 30% and 40% of the fund are generally approved as reasonable in wage and hour settlements below \$10 million:

More particularly, courts may award attorneys fees in the 30-40% range in wage and hour class actions that result in recovery of a common fund under \$10 million. *See Vasquez v. Coast Valley Roofing, Inc.*, 266 F.R.D. 482, 491-492 (E.D. Ca. 2010) (citing to five recent wage and hour class actions where federal district courts approved attorney fee awards ranging from 30 to 33%); *Singer v. Becton Dickenson and Co.*, 2010 U.S. Dist. LEXIS 53416, 2010 WL 2196104, *8 (S.D. Ca. June 1, 2010) (approving attorney fee award of 33.33% of the common fund and holding that award was similar to awards in three other wage and hour class action cases where fees ranged from 33% to 40%); *Romero v. Producers Dairy Foods, Inc.*, 2007 U.S. Dist. LEXIS 86270, 2007 WL 3492841 (E.D. Ca. Nov. 14, 2007).

See Martin v. Ameripride Servs., 2011 U.S. Dist. LEXIS 61796 at *22-23 (S.D. Cal. 2011). Plaintiff's request of thirty-five percent (35%) of the settlement sum for attorneys' fees is within established rates for fee awards in class settlements pursuant to the common fund doctrine, especially in light of the excellent results achieved in this case. *See In re Activision Sec. Litigation*, 723 F.Supp. 1373, 1379 (N.D. Cal. 1989); *Watson v. Raytheon Company*, USDC Southern District, Case No. 3:10-cv-00634; *Dirienzo v. Dunbar Armored, Inc.*, USDC Southern District, Case No. 3:09-cv-02745; *Green, et al. v. Penske Logistics, L.L.C., et al.*, USDC Southern District, Case No. 3:09-cv-00069; *Benitez et al. v. Wilbur*, USDC Eastern District, Case No. 1:08-cv-01122; *Chavez et al. v. Petrissans et al.*, USDC Eastern District, Case No. 1:08-cv-00122; *Willis et al. v. Cal-Western Transport*, USDC Eastern District, Case No. 1:00-cv-05695. To determine whether a percentage is reasonable, a court should consider: (1) the percentage that would likely be negotiated between parties in a similar case; (2) the percentage applied in other class actions; (3) the quality of class counsel; (4) the size of the award; and (5) whether there are any objections by class members. *See In re Ikon Office Solutions, Inc. Secur. Litig.*, 194 F.R.D. 166, 193 (E.D. Pa. 2000); *In re Heritage Bond Litig.*, 2005 WL 1594403, at *21 (C.D. Cal. June 10, 2005) ("the absence of objections or disapproval by class members to class counsel's fee request further supports finding the fee request reasonable").

These factors support Plaintiff's request for reasonable attorneys' fees. The typical percentage negotiated between parties ranges from thirty-five to forty percent (35% to 40%) in individual litigation depending on the complexity of the case. In class action litigation, the typical percentage negotiated between parties ranges from thirty to forty percent (30% to 40%) based on the same factors. Plaintiff's

1 request of 35% falls within these typical fee arrangements. *See* Decl. Berzin, ¶ 16. The quality of
2 counsel and the average size of settlement payments to Class Members and Aggrieved Employees
3 (\$281.29) also support the fee request when compared to other settlements courts have considered as
4 good results. *See Schiller v. David's Bridal, Inc.*, 2012 U.S. Dist. LEXIS 80776 at *48 (E.D. Cal.
5 2012) ("Class Members will receive an average of approximately \$198.70, with the highest payment to
6 a Class Member being \$695.78 . . . Overall, the Court finds that the results achieved are good, which is
7 highlighted by the fact that there was no objection to the settlement amount or the attorneys' fees
8 requested."); *Gardner v. GC Servs., LP*, 2012 U.S. Dist. LEXIS 47043, 18 (S.D. Cal. 2012) ("the
9 results achieved in this case were very favorable. Class members are provided with immediate
10 monetary relief, with an average award of around several hundred dollars and a minimum award of
11 \$50"). Furthermore, no objections to the settlement have been made by Class Member and only one
12 individual opted out. *See* Decl. Snow, ¶ 11.

13 To the extent the Court wishes to exercise its discretion to conduct a lodestar cross check, the
14 cross check only validates the fee request. *See Laffitte*, 1 Cal. 5th at 503-506. Plaintiff has provided a
15 summary chart, which shows the types of tasks performed and total amount of time spent performing
16 the tasks by each timekeeper. *See* Exhibit F (Summary Chart of Plaintiff's Counsel's Time Entries);
17 *Syers Props. III, Inc. v. Rankin*, 226 Cal. App. 4th 691, 699 (2014) ("Because time records are not
18 required under California law . . . , there is no required level of detail that counsel must achieve.")
19 (internal quotations omitted). As set forth in the summary chart and in Plaintiff's counsel's declaration,
20 Plaintiff's counsel reasonably spent a substantial amount of hours in this class action case. *See* Exhibit
21 F; Decl. Berzin, ¶ 17; *Ketchum v. Moses*, 24 Cal.4th 1122, 1133 (2001) (fee award should be "fully
22 compensatory [and] absent circumstances rendering the award unjust, an attorney fee award should
23 ordinarily include compensation for *all* the hours reasonably spent.") (emphasis in original); *Serrano v.*
24 *Priest*, 20 Cal. 3d 25, 49 (1977). Plaintiff's counsel's hourly rates also reasonably reflect the prevailing
25 market rates for attorneys of similar skill and experience practicing within Yolo County. *See* Decl.
26 Berzin, ¶ 18; *Children's Hosp. and Med. Ctr. v. Bonta*, 97 Cal.App.4th 740, 783 (2002). Based on
27 Plaintiff's counsel's hourly rates and hours worked on this case, the lodestar calculation equals
28 \$109,727.50.

1 Plaintiff's counsels' request for attorney's fees of \$122,500 is reasonable considering their
2 lodestar of \$109,727.50, which results in a 1.1 multiplier. *See* Decl. Berzin ¶ 19; *see also Laffitte v.*
3 *Robert Half Internat., Inc.*, 1 Cal.5th 480 (2016) (finding the trial court did not abuse its discretion in
4 approving a fee award of 1/3 of the common fund, cross-checked against a lodestar resulting in a
5 multiplier of 2.03 to 2.13); *Wershba*, 91 Cal. App. 4th at 255 ("Multipliers can range from 2 to 4 or
6 even higher").

7 **c. Certification of the Class is Appropriate**

8 Class certification is appropriate when (1) the class is ascertainable and (2) there is "a well-
9 defined community of interest in the questions of law and fact involved affecting the parties to be
10 represented." *Dunk*, 48 Cal. App. 4th at 1806. The "community of interest" element "embodies three
11 factors: (1) common questions of law or fact predominate; (2) class representatives with claims or
12 defenses typical of the class; and (3) class representatives who can adequately represent the class." *Id.*
13 Here, the parties agree that, for the purposes of settlement only, these prerequisites are met. *See* Exhibit
14 A.

15 **i. The Proposed Settlement Class is Ascertainable and Sufficiently Numerous**

16 The proposed settlement class is ascertainable because all putative class members can be readily
17 identified through employee personnel and payroll files. *See Noel v. Thrifty Payless, Inc.*, 7 Cal.5th
18 955, 980 (2019); *Rose v. City of Hayward*, 126 Cal.App.3d 926, 932 (1981); *Lee v. Dynamex, Inc.*, 166
19 Cal. App. 4th 1325, 1334 (2008). The numerosity requirement is met because there are 649 individuals
20 who fall within the definition of Class Member, which makes joinder of all members impracticable.
21 *See Gay v. Waiters' & Dairy Lunchmen's Union*, 489 F.Supp. 282 (N.D. Cal. 1980), *aff'd* 694 F.2d 531
22 (9th Cir. 1982); *Hebbard v. Calgrove*, 28 Cal. App. 3d 1017, 1030 (1972) (noting no set minimum to
23 meet the numerosity prerequisite, but a class as few as twenty-eight (28) members is acceptable). Thus,
24 these requirements are satisfied.

25 **ii. The Commonality, Predominance, and Typicality Requirements are Met**

26 The commonality requirement is met when there are questions of law or fact regarding the class
27 as a whole. *See Hanlon*, 150 F.3d at 1019. Commonality requires only that some common legal or
28 factual questions exist; Plaintiff need not show that all issues in the litigation are identical. *See*

1 *Richmond v. Dart Ind., Inc.*, 29 Cal.3d 462, 473 (1981); *City of San Jose v. Superior Court*, 12 Cal.3d
2 447, 460 (1974). Common questions of law or fact must also predominate over individual questions
3 and class-wide treatment of a dispute must be superior to individual litigation.² *See Richmond*, 29
4 Cal.3d at 469. Predominance requires a putative class be sufficiently cohesive to warrant adjudication
5 by representation. *See Hanlon*, 150 F.3d at 1022. The typicality requirement is met when claims of the
6 named representative are typical of those of the class, though “they need not be substantially identical.”
7 *Id.* at 1020; *Classen v. Weller*, 145 Cal. App. 3d 27, 46-47 (1983).

8 The common questions of law and fact in this case stem from Plaintiff’s contention that
9 Defendant violated California law by 1) paying Class Members under invalid alternative workweek
10 agreements; 2) failing to pay the correct overtime and double time hours for shifts worked outside of
11 the regularly scheduled alternative workweek and shifts over 12 hours in a day; 3) failing to pay Class
12 Members for all hours worked, including for hours worked in excess of eight in a day or forty hours in
13 a workweek; 4) failing to authorize and permit all meal and rest periods; 5) failing to timely pay Class
14 Members wages in accordance with Labor Code section 204; 6) failing to reimburse Class Members for
15 the use of personal cellphones; 7) failing to pay Class Members all final wages upon separation of
16 employment in accordance with Labor Code sections 201, 202, and 203; and 8) failure to provide Class
17 Members with accurate itemized wage statements. *See Exhibit B*. The unfair competition and PAGA
18 claims are derivative of these violations. *See id.* Plaintiff and the Class Members seek the same
19 remedies under state law. Under these specific circumstances, the commonality and predominance
20 requirements are satisfied. Regarding the typicality requirement, Plaintiff contends he suffered from
21 the same unlawful policies, treatment, and circumstances as Class Members did, will request the same
22 remedies, and will rely on the same methods of proof to establish liability and damages. *See id.* Thus,
23 the typicality requirement is also satisfied for settlement purposes.

24 **iii. The Adequacy Requirement is Met**

25 The adequacy of representation requirement is met if the named representative and counsel have
26 no interests adverse to those of the putative class members and are committed to vigorously prosecuting
27

28 ²When assessing predominance and superiority, a court may consider that the class will be certified for settlement purposes only and that manageability of trial is therefore irrelevant. *See Amchem Products v. Windsor*, 521 U.S. 591 (1997).

1 the case on behalf of the class. *See Hanlon*, 150 F.3d at 1020; *McGhee v. Bank of America*, 60
2 Cal.App.3d 442, 450-51 (1976). Those standards are met here. Under the preliminarily approved
3 settlement, Plaintiff and Class Members will receive a pro rata share of the settlement based on the
4 number of workweeks they worked for Defendant. *See Exhibit A*. Finally, any Class Members who
5 wanted to opt-out of the settlement or dispute the number of workweeks allocated to them under the
6 settlement had the opportunity to do so.

7 There is no conflict of interest between Plaintiff and Class Members. Plaintiff and Plaintiff's
8 counsel have pursued the claims made in the operative Complaint vigorously on behalf of the class.
9 Plaintiff's counsel, with Plaintiff's assistance, thoroughly investigated the claims made in this case by
10 speaking with Plaintiff and reviewing substantial amounts of documents. Plaintiff's counsel thereafter
11 engaged Defendant's counsel in settlement discussions over the course of approximately seven months.
12 Moreover, Plaintiff's counsel has experience defending and bringing wage and hour claims. Because
13 Plaintiff's counsel has vigorously pursued Plaintiff's and the Class Members' claims, the adequacy
14 requirement is met. *See generally* Decl. Berzin.

15 VII. CONCLUSION

16 For all of the foregoing reasons, Plaintiff respectfully requests that this Court certify the class
17 for settlement purposes; grant final approval to the proposed settlement, including the Plaintiff's Class
18 Representative Enhancement Payment, the payment to the LWDA under PAGA, and Class Counsel's
19 application for reasonable attorneys' fees and costs; find that the Notice of Settlement and
20 administration process satisfied Class Members' due process rights; and approve the proposed order
21 submitted concurrently herewith.

22
23 Dated: November 29, 2022

Shimoda & Rodriguez Law, PC

24
25 By: _____



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Justin P. Rodriguez

Brittany V. Berzin

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7

8 **SUPERIOR COURT OF CALIFORNIA**
9 **FOR THE COUNTY OF YOLO**
10

11 CHRISTOPHER HAMPTON, individually
and on behalf of all other similarly situated
12 employees,

13 Plaintiff,

14 vs.

15 UNLIMITED SECURITY SPECIALISTS,
16 INC., a California Corporation; and DOES 1 to
100, inclusive,

17 Defendants.
18
19
20
21

Case No. CV2021-2130

CLASS ACTION

**EXHIBIT LIST AND EXHIBITS IN
SUPPORT OF PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

Date: December 23, 2022

Time: 9:00 a.m.

Dept.: 10

Judge: Hon. Samuel T. McAdam

Filed: December 3, 2021

FAC Filed: February 25, 2022

Trial Date: None Set

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
A	Joint Stipulation Regarding Class Action and PAGA Settlement and Release
B	Plaintiff's Operative Complaint
C	Plaintiff's Letter to the LWDA Regarding PAGA Claims
D	Plaintiff's Itemized Costs
E	Proof of Submission of Proposed Settlement Agreement to LWDA
F	Summary Chart of Plaintiff's Counsel's Time Entries

Dated: November 29, 2022

Shimoda & Rodriguez Law, PC

By: _____



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EXHIBIT A

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10 Attorneys for Defendant UNLIMITED SECURITY
11 SPECIALISTS INC.

12 **SUPERIOR COURT OF CALIFORNIA**
13 **FOR THE COUNTY OF YOLO**

14 CHRISTOPHER HAMPTON, individually and
15 on behalf of all other similarly situated
16 employees,

17 Plaintiff,

18 vs.

19 UNLIMITED SECURITY SPECIALISTS,
INC., a California Corporation; and DOES 1 to
20 100, inclusive,

21 Defendants.

Case No.: CV2021-2130

**JOINT STIPULATION REGARDING CLASS
ACTION AND PAGA SETTLEMENT AND
RELEASE**

Filed: December 3, 2021
FAC Filed: February 25, 2022
Trial Date: None Set

1 This Joint Stipulation Regarding Class Action and PAGA Settlement and Release is made and
2 entered into between Christopher Hampton (“Plaintiff”), on behalf of himself, the Labor and Workforce
3 Development Agency, Class Members, and Aggrieved Employees, and Unlimited Security Specialists
4 Inc. and Jose H. Cardona (“Defendants”). This Agreement is subject to the terms and conditions set forth
5 below and the approval of the Court.

6 **1. DEFINITIONS**

7 The following terms, when used in this Agreement, have the following meanings:

8 1.1 “Action” means the above stated lawsuit, *Hampton v. Unlimited Security Specialists, Inc.*,
9 Yolo County Superior Court, Case No. CV2021-2130, filed December 3, 2021.

10 1.2 “Aggrieved Employee(s)” means all nonexempt employees who have, or continue to, work
11 for Defendants in California during the PAGA Claim Period. The estimated number of Aggrieved
12 Employees is 432 at the time of mediation on June 27, 2022.

13 1.3 “Agreement” or “Settlement” or “Settlement Agreement” means this Joint Stipulation
14 Regarding Class Action and PAGA Settlement and Release.

15 1.4 “Claim Amount” means an individual Qualified Claimant’s and Aggrieved Employee’s
16 allocation of the Net Settlement Amount and PAGA Payment respectively, as defined in Sections 1.21,
17 1.25, 5.5, and 5.8.

18 1.5 “Claims Administrator” means and refers to ILYM, Inc., the third-party entity that will
19 administer the Agreement as outlined in Sections 4 and 7, or any other third-party class action settlement
20 claims administrator agreed to by the Parties and approved by the Court for the purposes of administering
21 this Agreement. The Parties each represent that they do not have any financial interest in the Claims
22 Administrator or otherwise have a relationship with the Claims Administrator that could create a conflict
23 of interest.

24 1.6 “Claims Administrator Costs” means the fees and expenses reasonably incurred by the
25 Claims Administrator as a result of the procedures and processes expressly required by this Agreement,
26 and shall include all costs of administering the Agreement, including, but not limited to, all tax document
27 preparation, custodial fees, and accounting fees incurred by the Claims Administrator; all costs and fees
28 associated with preparing, issuing and mailing any and all notices and other correspondence to Class

Members and/or Aggrieved Employees; all costs and fees associated with communicating with Class Members and/or Aggrieved Employees, Class Counsel, and Defendants’ Counsel; all costs and fees associated with computing, processing, reviewing, and paying the Claim Amounts, and resolving disputes; all costs and fees associated with calculating tax withholdings and payroll taxes, if any, making related payment to federal and state tax authorities, if any, and issuing tax forms relating to payments made under the Agreement; all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency; all costs and fees associated with preparing any other notices, reports, or filings to be prepared in the course of administering Claim Amounts; and any other costs and fees incurred and/or charged by the Claims Administrator in connection with the execution of its duties under this Agreement.

1.7 “Class Counsel” means Galen T. Shimoda, Justin P. Rodriguez and Brittany V. Berzin of Shimoda & Rodriguez Law, PC.

1.8 “Class Member(s)” means all non-exempt employees who have, or continue to, work for Defendants in California during the Class Period. The estimated number of Class Members is 670 at the time of mediation on June 27, 2022.

1.9 “Class Period” means December 3, 2017 up to the Preliminary Approval Date.

1.10 “Class Representative” means Plaintiff Christopher Hampton.

1.11 “Class Representative’s Released Claims” means all claims arising from, could have been asserted, or related in any way to the Class Representative’s employment with Defendants, under federal, state, or local laws, and/or ordinances, or tort or contract theories, whether known or unknown, and whether anticipated or unanticipated, including without limitation statutory, constitutional, contractual or common law claims for lost wages, unpaid wages, meal and rest period violations, unpaid reimbursements and expenses, untimely payment of wages, wage statement violations, separation pay violations, PAGA penalties, emotional distress, punitive damages, special damages, damages, unpaid costs, penalties, liquidated damages, interest, attorneys’ fees, litigation costs, restitution, equitable relief or other similar relief or claims. The Class Representative’s Released Claims exclude claims for workers’ compensation, unemployment insurance benefits, or other claims that cannot be released as a matter of law.

1.12 “Complaint” means the operative Complaint on file in the Action with the Court.

1.13 “Court” means the Yolo County Superior Court.

1.14 “Defendants” mean Unlimited Security Specialists Inc. and Jose H. Cardona.

1.15 “Defendants’ Counsel” means Fisher & Philips, LLP.

1.16 “Enhancement Payment” means the amount approved by the Court to be paid to the Class Representative in recognition of the time and effort expended on behalf of Class Members for the benefit of Class Members, which is in addition to any Claim Amount paid to the Class Representative as a Qualified Claimant.

1.17 “Effective Date” means the Final Approval Date unless there is a timely objection lodged that has not later been withdrawn, in which case the Effective Date will be either (a) the 60th calendar day after a signed order granting final approval of this settlement has been filed provided no appellate proceeding having been filed; or (b) seventh (7th) calendar day after any appellate proceeding opposing the settlement has been finally dismissed with no material change to the terms of this settlement and there is no right to pursue further remedies or relief, whichever is later.

1.18 “Final Approval Date” means the date a signed order granting final approval of this Agreement is filed with the Court.

1.19 “Gross Settlement Amount” is the sum of Three Hundred Fifty Thousand Dollars (\$350,000).

1.20 “LWDA” means the California Labor and Workforce Development Agency.

1.21 “Net Settlement Amount” is the portion of the Gross Settlement Amount available for distribution to Qualified Claimants, as described in this Agreement, after deduction of Class Counsel’s attorneys’ fees and litigation costs, Claims Administrator Costs, the PAGA Payment, and Enhancement Payment to the Class Representative.

1.22 “Notice of Settlement” means the document substantially in the form attached hereto as Exhibit 1.

1.23 “Notice Period” means forty-five (45) calendar days from the initial mailing of the Notice of Settlement to Class Members and Aggrieved Employees.

1.24 “PAGA” means the California Labor Code Private Attorneys General Act of 2004.

1 1.25 “PAGA Payment” means the amount allocated from the Gross Settlement Amount towards
2 resolving claims under the Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.*

3 1.26 “PAGA Claim Period” means November 24, 2020 up to the Preliminary Approval Date.

4 1.27 “Parties” mean Defendants and Plaintiff.

5 1.28 “Preliminary Approval Date” means the date a signed order granting preliminary approval
6 of this Agreement is filed with the Court.

7 1.29 “QSF” means a Qualified Settlement Fund set up by the Claims Administrator for the
8 benefit of the Qualified Claimants and/or Aggrieved Employees and from which the payments under this
9 Agreement shall be made. Any amounts Defendants have agreed to pay under this Agreement shall remain
10 the property of Defendants until the payments required under the Agreement are made.

11 1.30 “Qualified Claimant” means any and all Class Members who have not made any timely
12 request to opt-out of the Agreement.

13 1.31 “Qualified Claimant’s Released Claims” means any and all claims contained in the
14 Complaint, and any additional wage and hour claims that could have been brought based on the facts
15 alleged in the operative Complaint, through the Class Period, including but not limited to claims arising
16 from alleged unpaid wages, minimum wages, regular wages, overtime and double time wages; meal and
17 rest period violations; unpaid reimbursements and expenses; untimely payment of wages; wage statement
18 violations; separation pay violations; and PAGA penalties based thereon. This release excludes the release
19 of claims not permitted by law. This release excludes claims for workers’ compensation or unemployment
20 insurance benefits. This release will cover all Class Members who do not opt out.

21 1.32 “Qualifying Workweeks” are weeks worked by Class Members and/or Aggrieved
22 Employees during the Class Period and/or PAGA Claim Period, respectively, in California. For Class
23 Members, workweeks shall be defined as the total length of service (in days) in California during the Class
24 Period divided by seven. For Aggrieved Employees, workweeks shall be defined as the total length of
25 service (in days) in California during the PAGA Claim Period divided by seven. The calculation of a
26 Class Member’s and/or Aggrieved Employee’s workweeks and a determination as to whether a Class
27 Member and/or Aggrieved Employee was actively employed in California in a particular workweek shall
28 be construed from Defendants’ records.

1 1.33 “Released PAGA Claims” means any and all claims for civil penalties that were brought
2 under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*, contained in the operative
3 Complaint and any additional wage and hour PAGA claims that could have been brought during the PAGA
4 Claim Period, including but not limited to claims arising from alleged unpaid wages, minimum wages,
5 regular wages, overtime wages, double time wages; meal and rest period violations; unpaid
6 reimbursements and expenses; untimely payment of wages; wage statement violations; and separation pay
7 violations. Aggrieved Employees cannot opt out of this waiver of claims.

8 1.34 “Released Parties” means Unlimited Security Specialists Inc. (including but not limited to,
9 Jose Cardona, Brandi Morgan, Gerardo Cardona), its parents, subsidiaries, affiliates, insurers, related
10 entities and divisions, and its and their respective: (i) predecessors, successors, and assigns, and (ii) current
11 and former agents, heirs, executors, administrators, principals, officers, directors, shareholders,
12 employees, founders, members, assigns, insurers, attorneys, and all others claiming through or by any of
13 them.

14 **2. DESCRIPTION OF THE LITIGATION**

15 2.1 On or about November 24, 2021, Plaintiff sent notice to the LWDA to exhaust
16 administrative remedies under the PAGA for failure to pay overtime wages, failure to pay minimum
17 wages, failure to provide meal periods or pay premiums in lieu thereof, failure to provide rest periods or
18 pay premiums in lieu thereof, failure to provide accurate wage statements, failure to pay final wages,
19 failure to pay reimbursements for expenses, failure to maintain accurate records, and untimely payment
20 of wages. The LWDA did not respond to the notice within the statutorily required time frame and, as
21 such, Plaintiff became authorized to act as a Private Attorneys General on all alleged PAGA claims.

22 2.2 On or about December 3, 2021, Plaintiff filed a class action Complaint in Yolo County
23 Superior Court on behalf of himself and Class Members alleging claims for failure to pay overtime wages,
24 failure to pay minimum wages, meal period violations, rest period violations, wage statement violations,
25 waiting time penalties, failure to reimburse expenses, unfair competition, and untimely payment of wages.
26 Plaintiff filed a First Amended Complaint on approximately February 25, 2022 to add a PAGA cause of
27 action based on the violations alleged in the November 24, 2021 notice to the LWDA on behalf of himself
28 and Aggrieved Employees.

1 2.3 Through informal discovery, Defendants and Defendants' Counsel provided Class
2 Counsel with copies of all applicable versions of its relevant policies and procedures, employee
3 handbooks, information on Class Members including, but not limited to, Class Members' pay periods
4 worked during the Class Period, Aggrieved Employees pay periods worked during the PAGA Period, total
5 number of Class Members and Aggrieved Employees, as well as timecard data and payroll reports for a
6 randomly selected sample of Class Members.

7 2.4 On June 27, 2022, the Parties participated in a lengthy mediation with private mediator
8 Steven G. Pearl, Esq. At the conclusion of the mediation, the Parties were able to come to a resolution.
9 At all times, the Parties' settlement negotiations have been non-collusive, adversarial, and at arm's length.

10 2.5 Discussions between Plaintiff and Class Counsel, between counsel for the Parties,
11 document productions, extensive legal analysis, the provision of information by Defendants to Plaintiff
12 and the detailed analysis of the records, including expert analysis, have permitted each side to assess the
13 relative merits of the claims and the defenses to those claims.

14 2.6 In the Action, Plaintiff contends that Defendants violated California law by 1) paying Class
15 Members under invalid alternative workweek agreements; 2) failing to pay the correct overtime and
16 double time hours for shifts worked outside of the regularly scheduled alternative workweek and shifts
17 over 12 hours in a day; 3) failing to pay Class Members for all hours worked, including for hours worked
18 in excess of eight in a day or forty hours in a workweek; 4) failing to authorize and permit all meal and
19 rest periods; 5) failing to timely pay Class Members wages in accordance with Labor Code section 204;
20 6) failing to reimburse Class Members for the use of personal cellphones; 7) failing to pay Class Members
21 all final wages upon separation of employment in accordance with Labor Code sections 201, 202, and
22 203; and 8) failure to provide Class Members with accurate itemized wage statements. Defendants have
23 denied each of Plaintiff's claims and Defendants have denied that this Action is appropriate for class
24 certification for anything other than settlement purposes. The agreed upon Gross Settlement Amount was
25 reached after evaluating the Parties' theories of potential exposure for the underlying claims and the class
26 data supporting these claims. The Parties, with the assistance of the mediator, also assessed appropriate
27 discounts to the potential liability based on Defendants' factual and legal contentions and defenses.

1 2.7 The Parties agree that the above-described investigation and evaluation, as well as
2 discovery and the information exchanged to date, are more than sufficient to assess the merits of the
3 respective Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiff, Class
4 Counsel, Defendants, and Defendants' Counsel have concluded that it is desirable that the Action be
5 settled in a manner and upon such terms and conditions set forth herein in order to avoid further expense,
6 inconvenience and distraction of further legal proceedings, and the risk of an adverse outcome each of the
7 Parties potentially face in the Action. Therefore, the Parties desire to resolve the claims in the Action.
8 Plaintiff, Class Counsel, Defendants, and Defendants' Counsel are of the opinion that the Agreement for
9 the consideration and terms set forth herein is fair, reasonable, and adequate in light of all known facts
10 and circumstances.

11 **3. THE CONDITIONAL NATURE OF THIS AGREEMENT**

12 3.1 This Agreement and all associated exhibits or attachments are made for the sole purpose
13 of settling the Action. This Agreement and the settlement it evidences are made in compromise of disputed
14 claims. Because the Action was pled as a class action, this Agreement must receive preliminary and final
15 approval by the Court. Accordingly, the Parties enter into this Agreement and associated settlement on a
16 conditional basis. If the Court does not enter an order granting final approval of the Agreement, or if the
17 Court's approval of the settlement is reversed or materially modified on appellate review, this Agreement
18 shall be deemed null and void; it shall be of no force or effect whatsoever; it shall not be referred to or
19 utilized for any purpose whatsoever; and the negotiation, terms and entry of the Agreement shall remain
20 subject to the provisions of California Evidence Code Sections 1119 and 1152, Federal Rule of Evidence
21 408, and any other analogous rules of evidence that may be applicable.

22 3.2 Defendants have denied all claims as to liability, damages, liquidated damages, penalties,
23 interest, fees, restitution, injunctive relief and all other forms of relief asserted in the Action. Defendants
24 have agreed to resolve the Action via this Agreement, but to the extent this Agreement is deemed void or
25 the Final Approval Date does not occur, Defendants do not waive, but rather expressly reserve, all rights
26 to challenge all such claims and allegations in the Action upon all procedural and factual grounds,
27 including, without limitation, the ability to challenge class or collective treatment on any grounds, as well
28 as to assert any and all other potential defenses or privileges.

1 **4. SCOPE OF THE CLASS**

2 4.1 The scope of the class of individuals encompassed under the Agreement, who are entitled
3 to all benefits as authorized under the Agreement and subject to all obligations and duties required under
4 the Agreement, shall include all Class Members as defined in Section 1.8 and all Aggrieved Employees
5 as defined in Section 1.2. However, it shall not include any Class Members who submit valid and timely
6 requests to opt-out of the Agreement and settlement, as set forth in Section 7.5.1.

7 4.2 Individuals entitled to recover under this Agreement will include only those individuals
8 who are identified as being within the scope of this Agreement under Section 4.1.

9 4.3 Any person who believes that he or she is a Class Member or Aggrieved Employee and
10 wishes to participate in the Agreement, but did not receive a Notice of Settlement because his or her name
11 did not appear on the class list provided to the Claims Administrator prior to mailing, may submit a data
12 request to the Claims Administrator. The data request must contain all of the following information: (a)
13 the full name and, if applicable, Social Security Number of the individual making the request; (b) the
14 name used by such employee as of the time his or her employment with Defendants ended; (c) the years
15 during which such employee was employed with Defendants; and (d) a return address to which a response
16 may be sent. Every data request must be postmarked on or before the conclusion of the Notice Period or
17 otherwise submitted to the Claims Administrator such that it is received before the conclusion of the
18 Notice Period. Upon receipt of any data requests, the Claims Administrator shall promptly (in no event
19 more than two business days) transmit the data requests to Defendants' Counsel and request that
20 Defendants review their records.

21 4.4 If Defendants agree that the person listed in a data request is a Class Member and/or
22 Aggrieved Employee, the Claims Administrator shall promptly mail a Notice of Settlement to the person
23 who submitted the data request, at the address designated for that purpose in the data request. All
24 provisions of this Agreement relating to the Notice of Settlement shall apply to Notice of Settlement sent
25 in response to data requests, and any person who submits a data request and is sent a Notice of Settlement
26 in response shall be treated by the Claims Administrator as a Class Member and/or Aggrieved Employee
27 for all other purposes.
28

4.5 If Defendants disagree that the person listed in a data request is a Class Member and/or Aggrieved Employee, Defendants' Counsel and Class Counsel shall attempt to resolve any such dispute in good faith within seven (7) calendar days of Class Counsel being advised in writing of the data request dispute. Defendants' records shall control unless the individual submitting the data request provides persuasive evidence to doubt the accuracy of those records. Each data request dispute that Defendants' Counsel and Class Counsel cannot timely resolve shall be resolved by the Claims Administrator. The Claims Administrator must accept and weigh all the evidence provided in a good faith attempt to resolve the dispute. The Claims Administrator must resolve any dispute submitted to it within seven (7) calendar days after Defendants' Counsel and Class Counsel submit the dispute to the Claims Administrator. The decision by the Claims Administrator shall be final and there shall be no right of appeal.

5. TERMS OF THE SETTLEMENT

The Parties agree as follows:

5.1 Gross Settlement Amount: In consideration and exchange for the releases described in Section 6, Defendants shall pay the Gross Settlement Amount of Three Hundred Fifty Thousand Dollars and Zero Cents (\$350,000.00). Funding of the Gross Settlement Amount shall occur in two installments. The first installment of \$250,000.00 shall be paid within 21 calendar days after the Preliminary Approval Date to be held in trust in a QSF by the Claims Administrator. The second installment of \$100,000.00 and applicable taxes shall be paid within 21 calendar days after the Effective Date to be held in trust in a QSF by the Claims Administrator. The Gross Settlement Amount includes payments to Qualified Claimants, Aggrieved Employees, all attorneys' fees, costs and litigation expenses related to the Action incurred to date, as well as all such fees and costs incurred in documenting the Agreement, administering the Agreement (including Claims Administrator Costs), and obtaining final approval of the Agreement, the Enhancement Payment to the Class Representative and the PAGA Payment. Any monies necessary to satisfy Defendants' tax obligations (e.g. employer FICA, FUTA and SDI contributions on wage payments) on any monies distributed to Qualified Claimants will be paid in addition to the Gross Settlement Amount.

5.2 Attorneys' Fees and Costs: Class Counsel will apply to the Court for attorney's fees in the amount of 35% of the Gross Settlement Amount, which shall be paid from the Gross Settlement Amount.

1 Defendants have agreed to not oppose Class Counsel's application for attorneys' fees so long as it does
2 not exceed the 35% threshold. Class Counsel will also be entitled to reimbursement for advanced litigation
3 expenses not to exceed \$15,000.00, which shall be paid from the Gross Settlement Amount. Defendants
4 have agreed to not oppose Class Counsel's request for reimbursement for advanced litigation expenses so
5 long as they do not exceed the \$15,000.00 threshold. The Claims Administrator will issue Class Counsel
6 an IRS Form 1099 for the attorneys' fees and costs paid under this Agreement. In the event that the Court
7 awards less than the requested attorney's fees and/or costs, the portion of the requested amounts not
8 awarded to Class Counsel shall be added to the Net Settlement Amount to be distributed to Qualified
9 Claimants on a pro rata basis.

10 5.3 Claims Administrator Costs: The Claims Administrator Costs shall be paid from the Gross
11 Settlement Amount and shall not exceed \$15,000.00. The difference between any actual costs and the
12 allocated \$15,000.00 shall be added to the Net Settlement Amount to be distributed to Qualified Claimants
13 on a pro rata basis.

14 5.4 Enhancement Payment: Class Counsel, on behalf of Plaintiff, shall apply to the Court for
15 an Enhancement Payment to the Class Representative in an amount not to exceed fifteen thousand dollars
16 (\$15,000.00) to compensate for the risks, time, and expense of his involvement in the Action and securing
17 the benefits of this Agreement for Class Members. The Enhancement Payment is in addition to the Claim
18 Amount Plaintiff would otherwise be due under the Agreement as a Qualified Claimant. Defendants have
19 agreed to not oppose Class Counsel's request for an Enhancement Payment to Plaintiff so long as it does
20 not exceed the amount stated herein. The Enhancement Payment will be designated as a non-wage
21 payment and reported on an IRS Form 1099-MISC. In the event that the Court awards less than the
22 Enhancement Payment amount requested, then any portion of the requested amount not awarded to the
23 Class Representative shall be added to the Net Settlement Amount to be distributed to Qualified Claimants
24 on a pro rata basis.

25 5.5 PAGA Payment: Ten Thousand Dollars (\$10,000.00) of the Gross Settlement Amount
26 shall be allocated to resolving claims under the PAGA. Seventy-Five percent (75%) of the PAGA Payment
27 will be paid to the LWDA and Twenty-Five percent (25%) will be paid to Aggrieved Employees on a pro
28 rata basis as described below in Section 5.8. Any amount not approved by the Court for the allocated

PAGA Payment shall be added to the Net Settlement Amount to be distributed to Qualified Claimants on a pro rata basis.

5.6 Treatment of Residue and Cy Pres: For any portion of the Net Settlement Amount or PAGA Payment allocated to Qualified Claimants and/or Aggrieved Employees that is not claimed by cashing their respective settlement checks before the deadline to do so, that remaining amount shall be donated equally, *i.e.*, 50/50, to Capital Pro Bono, Inc., and the Center for Workers' Rights. No portion of the Gross Settlement Amount will revert to Defendants for any reason.

5.7 No Additional Benefits Contributions: All Claim Amounts paid to Qualified Claimants and Aggrieved Employees shall be deemed to be income solely in the year in which such amounts were actually received. It is expressly understood and agreed that the receipt of such Claim Amounts will not entitle any Qualified Claimant or Aggrieved Employee to any new or additional compensation or benefits under any company bonus or other compensation or benefit plan or agreement in place during the period covered by the Agreement, nor will it entitle any Qualified Claimant or Aggrieved Employee to any increased retirement, 401(k) and/or 403(b) benefits or matching benefits, or deferred compensation benefits. It is the intent of this Agreement that the Claim Amounts provided for in this Agreement are the sole payments to be made by Defendants to the Qualified Claimants and Aggrieved Employees in connection with this Agreement (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Agreement).

5.8 Pro Rata Distribution Formula: Payment to Qualified Claimants and Aggrieved Employees of their Claim Amount will not require the submission of a claim form. A Net Settlement Amount will be determined by subtracting from the Gross Settlement Amount any amounts for approved attorneys' fees and costs, any Enhancement Payment to the Class Representative, the Claims Administrator Costs, and the PAGA Payment. Each Class Member's share will be determined by dividing their total Qualifying Workweeks within the Class Period by the total Qualifying Workweeks by all Class Members. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member's individual share of the Net Settlement Amount. Each Aggrieved Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their total Qualifying Workweeks within the PAGA Claim Period by the total Qualifying Workweeks by all Aggrieved Employees within the

PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share.

5.9 Tax Allocation: The Parties recognize that the Claim Amounts to be paid to Qualified Claimants and/or Aggrieved Employees reflect a settlement of a dispute over claimed penalties and wages. The Claims Administrator shall calculate the employer's share of payroll taxes on the amounts paid to Qualified Claimants as wages as well as calculating all required withholdings and deductions from said wage payments. The characterization of Claim Amounts to Qualified Claimants and Aggrieved Employees are as follows:

5.9.1 One third (1/3) of each Qualified Claimants' Claim Amount shall be allocated for payment of disputed wages and shall be subject to required employer taxes, if any. Qualified Claimants shall receive an IRS Form W-2 for reporting of this portion of their Claim Amount.

5.9.2 Two thirds (2/3) of each Qualified Claimants' Claim Amount shall be allocated for disputed statutory penalties and interest, and no amount shall be deducted for any taxes. This portion of the Claim Amount consists of other income, not wages, for which the Qualified Claimants shall receive an IRS Form 1099-MISC.

5.9.3 The entirety (100%) of each Aggrieved Employee's share of the 25% portion of the PAGA Payment shall be allocated for payment of disputed civil penalties, and no amount shall be deducted for any taxes. This portion of the Claim Amount consists of other income, not wages, for which the Aggrieved Employees shall receive an IRS Form 1099-MISC.

5.10 Qualified Claimants and Aggrieved Employees shall be solely responsible for the reporting and payment of their share of any federal, state and/or municipal income or other taxes on payments made pursuant to this Agreement, and shall hold the Parties, Class Counsel, and Defendants' Counsel free and harmless from any claims resulting from treatment of such payments as non-taxable, including the treatment of such payments as not subject to withholding or deduction for payroll and employment taxes. No party has made any representation to any of the other Parties as to the taxability of any payments pursuant to this Agreement, including the payments to Qualified Claimants, the payments to Aggrieved Employees, the payments to Class Counsel, the payments to the Class Representative, the payroll tax liability of Defendants, or the allocation of the Net Settlement Amount or PAGA Payment to wage and

non-wage income as provided in this Section, or otherwise as to tax implications of any provision of this Agreement.

5.11 No Additional Contribution by Defendants: Defendants' monetary obligation under this Agreement is limited to the Gross Settlement Amount and any employer side payroll taxes, if applicable, owed on amounts characterized as wages under this Agreement. All other costs and expenses arising out of or in connection with the performance of this Agreement shall be paid from the Gross Settlement Amount, unless expressly provided otherwise herein. However, in the event this Agreement is deemed null and void as described in Section 3 because the Court, in its independent determination, finds that the Agreement does not meet the standards for settlement approval, then Defendants and Plaintiff shall be equally responsible for the costs of the Claims Administrator incurred between the date the Agreement was executed and the date of such event.

5.12 Certification For Settlement Purposes: The Parties agree that, for purposes of settlement only, certification of the class as defined in Section 1.8 and 4.1 is appropriate and the requisites for establishing class certification have been met and are met.

5.13 Adequacy of Class Counsel and Class Representative: The Parties agree that, for purposes of settlement only, Class Counsel and Plaintiff are adequate representatives for Class Members and Aggrieved Employees.

6. RELEASE

6.1 Release of Claims by Qualified Claimants: Upon the Effective Date, all Qualified Claimants will be deemed to fully, finally and forever release Qualified Claimant's Released Claims as to all Released Parties. In addition, on the Effective Date, all Qualified Claimants and their successors in interest will be permanently enjoined and forever barred from prosecuting any of Qualified Claimant's Released Claims against any of the Released Parties.

6.2 Release of Claims by Aggrieved Employees: Upon the Effective Date, all Aggrieved Employees will be deemed to fully, finally and forever release the Released PAGA Claims as to all Released Parties. In addition, on the Effective Date, all Aggrieved Employees and their successors in interest will be permanently enjoined and forever barred from prosecuting any of the Released PAGA Claims against any of the Released Parties.

6.3 Release by Plaintiff: Upon the Effective Date, Plaintiff will be deemed to fully, finally and forever release all the Qualified Claimant's Released Claims, Released PAGA Claims, and Class Representative's Released Claims as to all Released Parties. In addition, on the Effective Date, Plaintiff and any successors in interest will be permanently enjoined and forever barred from prosecuting any of the Qualified Claimant's Released Claims, Released PAGA Claims, and Class Representative's Released Claims against any of the Released Parties. Plaintiff's release of Class Representative's Released Claims under this section includes a Civil Code section 1542 Waiver. Plaintiff acknowledges that he has been informed and is aware of the provisions of California Civil Code section 1542. Plaintiff hereby expressly waives and relinquishes all rights and benefits which he has or may have under section 1542 which reads as follows:

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

7. SETTLEMENT ADMINISTRATION

7.1 Duties of Claims Administrator: The Claims Administrator shall be responsible for: 1) receiving Class Member and Aggrieved Employee contact information and confirming addresses are valid; 2) calculating estimated Claim Amounts and any and all taxes associated with the Claim Amounts, including employer taxes, if applicable; 3) taking appropriate steps to trace and locate any individual Class Members and Aggrieved Employee whose address or contact information as provided to the Claims Administrator is inaccurate or outdated and mailing the Notice of Settlement to Class Members; 4) providing notification to the appropriate state and federal officials of this Agreement as required under the law; 5) receiving, independently reviewing, and resolving any challenges (in consultation with Class Counsel and Defendants' Counsel) from Class Members or Aggrieved Employees, including any associated documentation, regarding their Qualified Workweek calculations; 6) receiving and serving on Class Counsel, Defendants' Counsel, and the Court, copies of any written objections, and/or any opt out statements; 7) establishing a toll free telephone line and responding to inquiries and requests for

1 information or assistance from Class Members and/or Aggrieved Employees; 8) maintaining a QSF; 9)
2 determining and paying the final amounts due to be paid under the Agreement after resolution of all
3 challenges, disputes, opt-outs, awarded attorneys' fees and costs, Claims Administrator Costs, PAGA
4 Payment, taxes, any Enhancement Payments, and for funds that cannot be distributed due to the inability
5 to locate Class Members or Aggrieved Employees; 10) determining the validity of any disputes or late
6 opt-outs by previously unidentified Class Members or Aggrieved Employees; 11) paying any residual
7 funds from uncashed checks; 12) reporting to Class Counsel and Defendants' Counsel regarding the
8 statistics of the administration, including (a) the number of initial Notice of Settlements mailed; (b) the
9 number of forwarded Notice of Settlements; (c) the number of re-mailed Notice of Settlements; (d) the
10 number of total undeliverable Notice of Settlements; (e) the number of address traces performed for
11 undeliverable Notice of Settlements; (f) the number of Notice of Settlements undeliverable from traced
12 addresses; (g) the number of total objections received; (h) the number of opt-out requests received; (i) the
13 number of disputes received; (j) the number of disputes resolved; 13) providing a declaration to the Court
14 regarding the final statistics of the administration and compliance with all payment obligations under the
15 Agreement; 14) completing all necessary tax reporting on the QSF and payment of the Claim Amounts to
16 Qualified Claimants and Aggrieved Employees; and 15) carrying out other related tasks as necessary to
17 effectuate the terms of this Agreement and any Order of the Court. All disputes relating to the Claims
18 Administrator's ability and need to perform its duties shall be referred to the Court, if necessary, which
19 will have continuing jurisdiction over the terms and conditions of this Agreement, until all payments and
20 obligations contemplated by the Agreement have been fully executed.

21 7.2 Notice to Class Members and Aggrieved Employees: The Notice of Settlement will
22 provide Class Members and Aggrieved Employees with a summary of the terms and conditions of the
23 Agreement, how to participate in the settlement, how to object to the Agreement, how to dispute the
24 individual's Qualifying Workweeks, and how to opt-out from the Agreement. The Notice of Settlement
25 will also inform Class Members and Aggrieved Employees of the Gross Settlement Amount, Net
26 Settlement Amount, proposed attorneys' fees and costs allocations, any proposed Enhancement Payments,
27 proposed Claims Administrator Cost allocations, proposed PAGA Payment allocations, the scope of the
28 class, the nature and extent of the released claims, dates set for a fairness hearing and hearing on Class

1 Counsels' motion for attorneys' fees and costs. The Notice of Settlement shall include information
2 regarding Class Member's and Aggrieved Employee's estimated Claim Amount. The Notice of
3 Settlement will provide information on how to access electronic copies online of the Notice of Settlement,
4 any motions for approval of the Agreement, any motions for approval of attorneys' fees and costs, and
5 any other documents as the Court directs.

6 7.3 Class Member Data and Mailing: No later than fourteen (21) calendar days after the
7 Preliminary Approval Date, Defendants shall provide the Claims Administrator with the name, last known
8 mailing address, last known telephone number, Social Security Number, start and end date of employment
9 (if any) of each Class Member and Aggrieved Employee, and any other information the Claims
10 Administrator needs to effectuate notice to Class Members and Aggrieved Employees as outlined herein.
11 The Claims Administrator shall review the data to determine the number of Qualifying Workweeks for
12 each Class Member and Aggrieved Employee. No later than fourteen (14) calendar days after receipt of
13 such address information, the Claims Administrator will perform a national change of address ("NCOA")
14 search, update the addresses per the results of the NCOA search, and then mail the Notice of Settlement,
15 substantially in the form attached as Exhibit 1, to each Class Member and Aggrieved Employee by first-
16 class mail, postage prepaid. The Claims Administrator shall maintain all information received from
17 Defendants confidential to itself, and Defendants' Counsel. However, Class Counsel shall be able to
18 review the breakdown of Qualified Workweeks and estimated Claim Amounts for Class Members and
19 Aggrieved Employees prior to mailing for quality assurance provided the personal identifying information
20 is redacted and/or omitted.

21 7.4 Returned and/or Re-mailed Notice of Settlements: In the event that a Notice of Settlement
22 is returned to the Claims Administrator as undeliverable on or before the conclusion of the Notice Period,
23 the Notice of Settlement shall be sent to the forwarding address affixed thereto within five (5) calendar
24 days. If no forwarding address is provided, then the Claims Administrator shall promptly attempt to
25 determine a correct address using a skip-trace, computer or other search using the name, address and/or
26 Social Security number of the individual involved, and shall then perform a single re-mailing within five
27 (5) calendar days to any more recent address found as a result of the search. Following each search that
28 does not result in a corrected address, for those Class Members who appear to be current employees of

1 Defendants at the time of the Preliminary Approval Date, the Claims Administrator shall contact
2 Defendants' Counsel for assistance and Defendants shall cooperate in good faith with the Claims
3 Administrator's reasonable efforts to obtain valid mailing addresses for Class Members to the extent they
4 are active employees of Defendants. In the event the Notice of Settlement is forwarded to a new address
5 and/or re-mailed to a Class Member, the deadline for the Class Member to submit any request to opt-out,
6 a dispute, or an objection shall be the end of the Notice Period or 10 days from the date of the re-
7 mailing/forwarding to a new address, whichever is later. In the event the procedures in this Section are
8 followed and the Class Member does not timely and properly request to opt-out, the Class Member shall
9 be bound by all terms of the Agreement, including the releases contained in Section 6.

10 7.5 Responses to Notice of Settlement:

11 7.5.1 *Opt-Outs:* The Notice of Settlement shall provide that Class Members who wish
12 to exclude themselves from the Agreement must submit a request to opt-out as provided in this Section.
13 The request to opt-out must (a) state the Class Member's full name and date of birth; (b) a statement that
14 he or she does not want to be a Class Member, does not want to participate in the settlement, and/or wants
15 to be excluded from the settlement; (c) identify the case name and number (*i.e.*, Hampton v. Unlimited
16 Security Specialists, Inc., CV2021-2130); (d) be signed; and (e) be post-marked no later than the
17 conclusion of the Notice Period or the re-mailing timeline stated in Section 7.4. The Class Member must
18 personally sign the request to opt-out. No request to opt-out may be made on behalf of a group of Class
19 Members. The date of the postmark on the return-mailing envelope shall be the exclusive means used to
20 determine whether a request to opt-out has been timely submitted. Any Class Member who requests to
21 opt-out of the Agreement will not be entitled to any benefit of the Agreement or any portion of the Net
22 Settlement Amount, will not be bound by the Agreement, nor will they have any right to object, appeal or
23 comment thereon. Class Members who fail to submit a valid and timely request to opt-out shall be bound
24 by all terms of the Agreement and any order or final judgment thereon, regardless of whether they
25 otherwise have requested to opt-out of the Agreement. Aggrieved Employees cannot opt out of this
26 Agreement as it relates to the PAGA Payment or Released PAGA Claims regardless of whether they opt
27 out of being a Class Member.

1 7.5.2 *Objection Procedures:* Any Class Member who does not opt-out but who wishes
2 to object to this Agreement or otherwise to be heard concerning this Agreement shall send their written
3 objections to the Claims Administrator and also serve copies of the objections on Class Counsel and
4 Defendants' Counsel. The Notice of Settlement shall make clear that the Court can only approve or deny
5 the Agreement, not change the terms of the Agreement. The objection must (a) state the Class Member's
6 full name and date of birth; (b) provide evidence that the individual is, in fact, a Class Member; (c) state
7 the reasons for the objection(s), including any legal analysis and/or supporting documentation; (d) identify
8 the case name and number (*i.e.*, Hampton v Unlimited Security Specialists, Inc., CV2021-2130) (e) be
9 signed; and (f) be post-marked no later than the conclusion of the Notice Period or the re-mailing timeline
10 stated in Section 7.4. The objecting Class Member should also file a notice of intent to appear with the
11 Court and serve the notice on Class Counsel and Defendants' Counsel if they intend to appear at the final
12 approval hearing.

13 7.5.3 *Dispute Procedures:* Any Class Member who disputes the number of Qualifying
14 Workweeks on the Notice of Settlement shall contact the Claims Administrator. The dispute must (a)
15 identify the nature of the dispute; (b) provide any information or documentation supporting the dispute;
16 (c) be signed; and (d) be post-marked no later than the conclusion of the Notice Period or the re-mailing
17 timeline stated in Section 7.4. The Claims Administrator shall promptly (in no event more than two
18 business days) forward all such disputes to Defendant's Counsel and request that Defendants review the
19 dispute. Defendants' records shall presumptively control unless the Class Member can produce
20 documentation evidencing other periods of employment worked. If Defendants agree with the submitted
21 information, the Class Member shall be credited with or subtracted Qualifying Workweeks in accordance
22 with their submitted dispute and that final number of Qualified Workweeks shall govern the calculation
23 of that Class Member's Claim Amount. If Defendants do not agree with the submitted information,
24 Defendants' Counsel will promptly advise Class Counsel of the dispute, which includes turning over any
25 documentation submitted by the Class Member as part of the dispute. Defendants' Counsel and Class
26 Counsel shall attempt in good faith to resolve any such dispute within five (5) calendar days of Class
27 Counsel being advised of the dispute. Each dispute that Defendants' Counsel and Class Counsel cannot
28 timely resolve shall be resolved by the Claims Administrator or the Court.

1 7.5.4 *Deficient Opt-Outs, Objections, or Disputes:* In the event that a deficient opt-out,
2 objection, or dispute is received on or before the conclusion of the Notice Period, the Claims Administrator
3 shall mail a letter to the Class Member within five (5) calendar days informing them of the deficiency. If
4 a deficiency letter is mailed to a Class Member, the deadline for the Class Member to cure the deficiency
5 shall be the end of the Notice Period or 10 calendar days from the date of the deficiency letter, whichever
6 is later.

7 7.6 Due Process Acknowledgement: Compliance with the procedures set forth in Sections 7.1
8 to 7.5.4 shall constitute due and sufficient notice to Class Members of the Action and the Agreement and
9 shall satisfy Class Members' due process rights. Nothing else shall be required of the Parties, Class
10 Counsel or Defendants' Counsel to provide notice of the proposed Agreement.

11 7.7 Claims Administrator Declaration Regarding Notice Period: Within fourteen (14) calendar
12 days after the conclusion of the Notice Period, the Claims Administrator shall provide Class Counsel and
13 Defendants' Counsel with a signed declaration under penalty of perjury providing a complete and detailed
14 report regarding the statistics and responses of settlement administration to date and all the Claims
15 Administrators' obligations under Sections 5.8 to 5.9.3 and 7.1 to 7.5.4.

16 7.8 Claims Administrator Payments to Qualified Claimants, Class Counsel and Plaintiff:
17 Within seven (7) calendar days after the Effective Date and the Court's determination of the amount of
18 attorneys' fees and costs payable to Class Counsel, the Enhancement Payment payable to Plaintiff, the
19 PAGA Payment, and Claims Administrator Costs, the Claims Administrator shall calculate the final Net
20 Settlement Amount, the final Claim Amounts for Qualified Claimants and/or Aggrieved Employees, any
21 applicable taxes thereon, and report the results of these calculations Class Counsel and Defendants'
22 Counsel. Defendants shall wire the Gross Settlement Amount and applicable taxes necessary to fund the
23 settlement as described in Section 5.1. Within seven (7) calendar days after Defendants fund the
24 settlement, the Claims Administrator shall deliver payment of Class Counsels' attorney's fees and costs,
25 the Enhancement Payment payable to Plaintiff, the 75% portion of the PAGA Payment payable to the
26 LWDA, Claims Administrator Costs, and payment to Qualified Claimants and/or Aggrieved Employees
27 as required under this Agreement and approved by Court.
28

1 7.8.1 The Claims Administrator shall wire the Court-approved attorneys' fees and costs
2 to Class Counsel unless another method is requested by Class Counsel. Class Counsel shall provide the
3 Claims Administrator with the pertinent taxpayer identification number and payment instructions after the
4 Final Approval Date.

5 7.8.2 The Claims Administrator shall send a check by mail for the Court-approved
6 Enhancement Payment to the Class Representative, care of Class Counsel unless another method is
7 requested by Class Counsel.

8 7.8.3 Only Qualified Claimants and Aggrieved Employees will receive their Claim
9 Amount.

10 7.8.4 The Claims Administrator shall remit and report the applicable portions of the
11 payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this
12 Agreement. Defendants agree to reasonably cooperate with the Claims Administrator to the extent
13 necessary to determine the amount of the payroll tax payment required.

14 7.9 Settlement Check Expiration and Uncashed Checks: The Claims Administrator shall issue
15 Claim Amounts to Qualified Claimants and Aggrieved Employees in the form of a check, which shall
16 become null and void if not deposited within one hundred twenty (120) calendar days of issuance. After
17 one hundred twenty (120) calendar days of issuance, the checks shall be voided and funds from all
18 uncashed checks shall be transmitted in accordance with Section 5.6. The Claims Administrator shall
19 deliver these funds within fourteen (14) calendar days after the check cashing deadline.

20 7.10 Claims Administrator Declaration Regarding Compliance and Settlement Administration:
21 Within twenty-one (21) days after the last day for Qualified Claimants and Aggrieved Employees to cash
22 their settlement checks, the Claims Administrator shall provide Class Counsel and Defendants' Counsel
23 with a signed declaration under penalty of perjury providing a complete and detailed report regarding the
24 settlement administration documenting that all payments under the Agreement have been made, that the
25 Court's final approval order has been complied with, and that all the obligations of the Claims
26 Administrator have been completed.

27 **8. PRELIMINARY SETTLEMENT ADMINISTRATION SCHEDULE**
28

8.1 The schedule may be modified depending on whether and when the Court grants necessary approvals, orders notice to Class Members and Aggrieved Employees, and sets further hearings. The schedule may also be modified to correct clerical errors and to reflect the provisions in the Agreement as described above. In the event of such modification, the Parties shall cooperate to complete the settlement procedures as expeditiously as reasonably practicable. The preliminary schedule for notice, approval, and payment procedures carrying out the Agreement is as follows:

Last day for Defendants to provide Claims Administrator with Class Member and Aggrieved Employee information	Within 21 calendar days after the Preliminary Approval Date
Last day for Claims Administrator to complete NCOA search, update Class Member and Aggrieved Employee mailing information, and mail Notice of Settlement	Within 14 calendar days after the Claims Administrators' receipt of Class Members' information from Defendants
Last day for Class Members to opt-out, submit disputes, submit objections, and submit data requests	45 calendar days after mailing of Notice of Settlement or within 10 days after Notice of Settlement is re-mailed, whichever is later
Last day for Claims Administrator to provide Parties with signed declaration reporting on settlement administration statistics	Within 14 calendar days after end of the Notice Period
Last day for Claims Administrator to calculate the final Net Settlement Amount, the final Claim Amounts for Qualified Claimants and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendants' Counsel	Within 7 calendar days after the Effective Date
Last day for Defendants to fund settlement	Within 21 calendar days after the Effective Date
Last day for Claims Administrator to deliver payment of Class Counsel's attorney's fees and costs, Enhancement Payment, PAGA Payment, Claims Administrator Costs, payment to Qualified Claimants, and payment to Aggrieved Employees	Within 7 calendar days after Defendants fund the settlement

Last day for Qualified Members and Aggrieved Employees to cash settlement checks	120 calendar days after issuance of checks to Qualified Members and Aggrieved Employees
Last day for Claims Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after settlement check cashing deadline
Last day for Claims Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

9. DUTIES OF THE PARTIES

9.1 Preliminary Approval: The Parties will cooperate in obtaining, through an unopposed motion to be filed as soon as reasonably practicable, an order from the Court preliminarily approving this Agreement at the earliest possible date concurrently with the Court's certification of the Action as a class action for settlement purposes. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain certification for settlement purposes, approval of, and implementation of this Agreement. The Parties will submit this Agreement to the Court for preliminary approval of its terms and for approval of the steps to be taken to obtain its final approval. Class Counsel shall provide a draft of the Preliminary Approval Motion to Defendants' Counsel. Defendants' Counsel will provide comments and/or proposed revisions after receipt of the draft Preliminary Approval Motion from Class Counsel. The Parties will request that the Court's preliminary approval of this Agreement be embodied in an Order Granting Preliminary Approval of Class Action and PAGA Settlement.

9.1.1 Plaintiff's motion shall seek an order: 1) Preliminarily approving the Agreement; 2) Approving as to form and content the proposed Notice of Settlement; 3) Directing the mailing of the Notice of Settlement by first class mail to Class Members and Aggrieved Employees; 4) Preliminarily

1 appointing Plaintiff and Class Counsel as representatives of Class Members; 5) Preliminarily approving
2 settlement administration services to be provided by the Claims Administrator; 6) Preliminarily approving
3 the proposed Enhancement Payment to Plaintiff; 7) Preliminarily approving the application for payment
4 of reasonable attorneys' fees and reimbursement of litigation-related expenses to Class Counsel; and 8)
5 Scheduling a fairness hearing on the question of whether the proposed Agreement should be finally
6 approved as fair, reasonable and adequate as to the Class Members.

7 9.1.2 Defendants shall not oppose Plaintiff's motion for approval of the proposed
8 Agreement.

9 9.1.3 The Parties shall cooperate with each other and the Claims Administrator during
10 the process of giving Class Members notice and opportunity to object to the Agreement, as necessary and
11 appropriate to assure effective communication to individual Class Members of information about their
12 rights and obligations under this Agreement.

13 9.2 Final Approval and Fairness Hearing: On a date approved by the Court and set forth in the
14 Notice of Settlement, the Court shall hold the Final Approval and Fairness Hearing where objections, if
15 any, may be heard. Class Counsel shall provide the Court as part of the motion for final approval of the
16 Agreement, a declaration by the Claims Administrator of due diligence and proof of mailing of the Notice
17 of Settlement required to be mailed to Class Members by this Agreement, and of the delivery results of
18 the Claim Administrator's mailings including tracing and re-mailing efforts.

19 9.2.1 Class Counsel will submit a proposed order and judgment for final approval, which
20 shall include findings and orders: 1) Approving the Agreement, adjudging the terms thereof to be fair,
21 reasonable and adequate, and directing that its terms and provisions be carried out; 2) Approving the
22 payment of an Enhancement Payment to the Class Representative; 3) Approving Class Counsel's
23 application for an award of attorneys' fees and reimbursement of out-of-pocket litigation expenses; 4)
24 Approving the Claims Administrator Costs; and 5) Providing that the Court will retain jurisdiction to
25 oversee administration and enforcement of the terms of the Agreement and the Court's orders.

26 9.2.2 Following entry of the Court's Order granting final approval of the Agreement, the
27 Parties will each act to ensure the fulfillment of all its provisions, including but not limited to the
28 following: 1) Should an appeal be taken from the final approval of the Agreement or motion to set aside

the judgement be filed, all parties will support the final approval order on appeal or otherwise; 2) Class Counsel will assist the Claims Administrator as needed or requested in the process of identifying and locating Qualified Claimants and Aggrieved Employees entitled to payments under the Agreement and assuring delivery of such payments; 3) Class Counsel and Defendants' Counsel will cooperate with each other and assist the Claims Administrator as needed or requested in completing the distribution of any residual amounts, as specified above, to the *cy pres* beneficiaries; 4) Class Counsel, in conjunction with the Claims Administrator, will certify to the Court completion of all payments required to be made by this Agreement.

9.3 Final Judgment: If the Court approves this Agreement at the final approval and fairness hearing, the Parties will request that the Court enter an Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment.

9.4 Notice to LWDA: Plaintiff will provide notice to the LWDA of this settlement in accordance with Labor Code § 2699(1)(2).

10. MISCELLANEOUS TERMS

10.1 Defendants' Right to Withdraw Based on Opt-Outs: If, prior to the Final Approval Date, 10% or more of the Class Members have submitted proper and timely requests to opt-out in accordance with the provisions of the Agreement, Defendants may rescind the Agreement and all actions taken in its furtherance will be thereby null and void. Defendants must exercise this right of rescission, in writing, to Class Counsel, within seven (7) calendar days after the Claims Administrator notifies the Parties of the total number of opt-outs. If the option to rescind is exercised, then any Claims Administrator Costs shall be paid by Defendants. Defendants have represented that there are no more than 6,804 pay periods during the Class Period. In the event the number of pay periods during the Class Period is more than 7,484 (*i.e.*, greater than 10% more than 6,804), then the Gross Settlement Amount shall be increased on a proportional basis for those pay periods in excess of 7,484.

10.2 Circular 230 Disclaimer: EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN

1 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
2 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
3 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON
4 AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
5 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS
6 RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
7 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
8 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
9 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
10 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
11 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY
12 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
13 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
14 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX
15 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
16 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
17 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
18 BY THIS AGREEMENT.

19 10.3 No Prior Assignments: The Parties represent, covenant, and warrant that they have not
20 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
21 any person or entity any portion of any liability, claim, demand, action, cause of action or right released
22 and discharged in this Agreement.

23 10.4 Waiver of Appeal and Ability to Opt Out: To the extent permitted by applicable law, by
24 signing this Agreement, Defendants are waiving any rights to appeal from the Court's approval of the
25 settlement unless the Court materially modifies the settlement. Furthermore, by signing this Agreement
26 Plaintiff is waiving any right or ability to opt out of this Agreement during the Notice Period or otherwise.
27
28

1 10.5 Exhibits Incorporated by Reference: The terms of this Agreement include the terms set
2 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth in this
3 Agreement. Any Exhibits to this Agreement are an integral part of the Settlement.

4 10.6 Judgment and Retention of Jurisdiction to Enforce: Upon the Effective Date, judgment
5 will be entered according to this Agreement. The Parties stipulate and agree that the Yolo County Superior
6 Court shall have continuing jurisdiction to enforce the terms of the Agreement pursuant to Civil Procedure
7 Code section 664.6 and that the prevailing party any action necessary to enforce the terms of the
8 Agreement after default by the other party may recover reasonable attorney's fees and costs related thereto.

9 10.7 Mutual Cooperation: The Parties agree to cooperate fully with one another to accomplish
10 and implement the terms of this Agreement. Such cooperation shall include, but not be limited to,
11 execution of such other documents and the taking of such other action as may reasonably be necessary to
12 fulfill the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including
13 all efforts contemplated by this Agreement and any other efforts that may become necessary by Court
14 order, or otherwise, to effectuate this Agreement and the terms set forth herein.

15 10.8 No Admission of Liability: Neither the acceptance nor the performance by Defendants of
16 the terms of this Agreement, nor any of the related negotiations or proceedings, is or shall be claimed to
17 be, construed as, or deemed to be, an admission by Defendants of the truth of any of the allegations in the
18 Complaint, the representative character of the Action, the validity of any of the claims that were or could
19 have been asserted by Plaintiff, Class Members, and/or the Aggrieved Employees in the Action, or of any
20 liability or guilt of Defendants in the Action. Nothing in this Agreement shall be construed to be or
21 deemed an admission by Defendants of any liability, culpability, negligence, or wrongdoing toward
22 Plaintiff, the Class Members, the Aggrieved Employees, or any other person, and Defendants specifically
23 disclaim any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Class Members, the
24 Aggrieved Employees, or any other person. Each of the Parties has entered into this Stipulation with the
25 intention to avoid further disputes and litigation.

26 10.9 Non-Disparagement and Confidentiality: Neither Party shall report, without consent of the
27 other Party, the Settlement in any medium, including any press release or website publication, or on any
28 social media platform, or make any public announcement with respect to this Agreement or the

employment relationship between them. Following the date of this Agreement and regardless of any dispute that may arise in the future, Plaintiff and Defendants jointly and mutually agree that they will not, directly or indirectly, make or induce others to make any negative, critical or adverse remarks, will not defame, disparage or otherwise provide negative information about, or in any manner, attempt to impugn the reputation, competence and/or trustworthiness of the other, concerning and including each Party's business practices, policies, officers, directors, or employees, regardless of the Party's own belief that such information might be accurate. Nothing in the section shall prevent Class Counsel from making disclosures necessary to seeking Court approval of the settlement, including making Court filings, providing notice to the Labor and Workforce Development Agency, and providing notice to Class Members after preliminary approval.

10.10 Notices: Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States certified mail, return receipt requested, addressed as follows:

To Plaintiff and the Class:

Justin P. Rodriguez
Brittany V. Berzin
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624

To Defendants:

Jason A. Geller
Kevin L. Quan
Fisher & Phillips, LLP
1 Montgomery Street, Suite 3400
San Francisco, CA 94104

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

1 10.12 Attorneys' Fees and Costs Limitations: Neither Class Counsel nor any other attorneys
2 acting for, or purporting to act for, the Class, Class Members, or Plaintiff, may recover or seek to recover
3 any amounts for fees, costs, or disbursements from the Releasees or the Gross Settlement Amount except
4 as expressly provided in this Agreement.

5 10.13 No Modifications: This Agreement may be amended or modified only by a written
6 instrument signed by counsel for all Parties or their successors-in-interest. This Agreement may not be
7 discharged except by performance in accordance with its terms.

8 10.14 Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and
9 represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement
10 and to take all appropriate action required or permitted to be taken by such Parties pursuant to this
11 Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of
12 this Agreement.

13 10.15 Class Member Signatories: Because the Action has not yet been certified, and the Class
14 Members are so numerous, the Parties agree that it is impossible or impractical to have each Class Member
15 sign this Agreement. It is agreed that, for purposes of seeking approval of the Agreement, this Agreement
16 may be executed on behalf of all Class Members by the Class Representative.

17 10.16 Counterparts: This Agreement shall become effective upon its execution by all of the
18 undersigned. Plaintiff, Class Counsel, Defendants and Defendants' Counsel may execute this Agreement
19 in counterparts, and execution of counterparts shall have the same force and effect as if each had signed
20 the same instrument. Facsimile, electronic, and/or scanned copies of signatures shall have the same force
21 and effect of originals.

22 10.17 Choice of Law: The Agreement and any exhibits hereto shall be considered to have been
23 negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and
24 the rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance
25 with, and governed by, the substantive laws of the State of California without giving effect to that State's
26 choice of law principles.

1 10.18 Headings and Captions: Section titles or captions contained in the Agreement are inserted
2 as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of
3 this Agreement, or any provision thereof.

4 10.19 No Retaliation or Discouragement: The Parties agree they will take no action that could
5 be construed as retaliation against any Class Members for participating or seeking to participate in this
6 class action settlement. The Parties will not discourage any class member from participating or seeking
7 to participate in this class action settlement. This is a material term of the Agreement and non-breaching
8 Parties will seek court intervention if this provision is breached. Should non-breaching Party prevail, they
9 shall be entitled to further attorneys' fees and costs.

10 10.20 Integrated Agreement: This Agreement sets forth the entire understanding between the
11 Parties and supersedes any and all prior agreements, oral or written, pertaining to the subject matter hereof.
12 Each party acknowledges that there is no representation, inducement, promise or agreement which has
13 been made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement,
14 which is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent
15 that the terms of this Agreement are fully understood and voluntarily accepted by the Parties.

16 10.21 Binding on Successors and Assigns: This Agreement will be binding upon, and inure to
17 the benefit of, the successors or assigns of the Parties to this Agreement, as previously defined.

18 10.22 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the
19 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with
20 applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

21 10.23 Waiver of Compliance: No waiver of any condition or covenant contained in this
22 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply
23 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

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

1 **For Plaintiff:**

2 Date: _____

3 _____
Christopher Hampton

4 

5 **For Defendants:**

6 Date: 7/26/2022

7 By: Jose H. Cardona
For Unlimited Security Specialists Inc.

8
9
10 Date: 7/26/2022

11 _____
Jose H. Cardona

12 

13
14
15 APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

16
17 Dated: _____

18 By: _____
Galen T. Shimoda
Justin P. Rodriguez
Brittany V. Berzin
Attorneys for Plaintiff

19
20
21 APPROVED AS TO FORM

FISHER & PHILIPS, LLP

22
23
24 Dated: July 27, 2022

25 By: 
Jason A. Geller
Kevin L. Quan
Attorney for Defendants

For Plaintiff:

Date: 7/28/2022

DocuSigned by:



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Christopher Hampton

For Defendants:

Date: _____

By: _____
For Unlimited Security Specialists Inc.

Date: _____

Jose H. Cardona

APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

Dated: 7/28/2022

By: 
Galen T. Shimoda
Justin P. Rodriguez
Brittany V. Berzin
Attorneys for Plaintiff

APPROVED AS TO FORM

FISHER & PHILIPS, LLP

Dated: _____

By: _____
Jason A. Geller
Kevin L. Quan
Attorney for Defendants

Exhibit 1

CALIFORNIA SUPERIOR COURT

FOR THE COUNTY OF YOLO

CHRISTOPHER HAMPTON, individually and on behalf
of all other similarly situated employees,

Plaintiff,

vs.

UNLIMITED SECURITY SPECIALISTS, INC., a
California Corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. **CV2021-2130**

CLASS ACTION

**NOTICE OF PROPOSED CLASS ACTION AND
PAGA SETTLEMENT, AND HEARING DATE FOR
FINAL COURT APPROVAL OF SETTLEMENT**

ATTENTION: All non-exempt employees who have, or continue to, work for Unlimited Security Specialists Inc. in California from December 3, 2017 up to [Insert Date of Preliminary Approval] (the “Class Members”).

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

Pursuant to an order from the Yolo County Superior Court (“Court”) granting preliminary approval of this class action settlement, entered on [REDACTED], you are receiving notice of a proposed class action and Private Attorneys General Act (“PAGA”) settlement between Plaintiff Christopher Hampton (“Plaintiff” or “Class Representative”) and Unlimited Security Specialists Inc. and its owner, Jose H. Cardona, (“Defendants”) (collectively, “the Parties”) on behalf of Class Members as defined above. You are receiving this notice because Defendants’ records indicate you fall within the definition of a “Class Member.” Defendants’ records also indicate that you worked [REDACTED] weeks during the applicable Class Period (as defined below), which means your share of the settlement proceeds is estimated to be [REDACTED]. Your actual share of the settlement proceeds will vary depending on the total number of Class Members that choose to participate, and the resolution of any workweek disputes as described in this notice.

The terms of the Agreement (as defined below) and a description of the case are identified in this notice. Pursuant to the Court’s order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

On December 3, 2021, Plaintiff filed a Complaint against Unlimited Security Specialists, Inc. in the Yolo County Superior Court of California on behalf of himself and Class Members. The term “Action” means this putative class action pending in Yolo County Superior Court, Case No. CV2021-2130. The Class Period is December 3, 2017 up to [Insert Date of Preliminary Approval] (the “Class Period”).

In the Action, Plaintiff sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of himself, Class Members, and Aggrieved Employees. Plaintiff alleged that Defendants 1) failed to pay overtime wages; 2) failed to pay minimum wages; 3) failed to provide meal periods; 4) failed to provide rest periods; 5) failed to provide accurate wage statements; 6) failed to timely pay all final wages; 7) failed to reimburse expenses; 8) engaged in unfair competition; 9) failed to timely pay wages; and 10) violations of the Labor Code Private Attorneys General Act of 2004.

The Court has not made any determination as to whether the claims advanced by Plaintiff has any merit whatsoever. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendants. Instead, both sides agreed to resolve the Action with no decision or admission of who is right or wrong. By agreeing to resolve the Action, all parties avoid the risks and cost of a trial.

Defendants expressly deny that they did anything wrong or that they violated the law, and Defendants further deny any liability whatsoever to Plaintiff or to the Class Members. The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties have participated in a full day

mediation facilitated by a neutral third party. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide settlement.

The Parties have entered into a Joint Stipulation of Regarding Class Action PAGA Settlement and Release (“Agreement” or “Settlement”), which has been preliminarily approved by the Court. The Agreement applies to any and all Class Members as defined above. “Class Member” does not include persons who submit valid request to opt out (as explained below). If you are a Class Member, you have the opportunity to participate in the Settlement, or to exclude yourself (“opt out”) from the settlement. This notice is to advise you of how you can either participate in the Settlement or be excluded from the Settlement.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Agreement, the total amount that Defendants are required to pay is a total sum of Three Hundred Fifty Thousand Dollars and Zero Cents (\$350,000.00) (“Gross Settlement Amount”). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorneys’ fees not to exceed 35% of the Gross Settlement Amount which equals \$122,500.00, attorneys’ costs not to exceed \$15,000.00, Claims Administrator Costs estimated not to exceed \$15,000.00, Class Representative’s Enhancement Payment of \$15,000.00, and \$10,000.00 for alleged PAGA penalties (the “PAGA Payment”), which will result in a “Net Settlement Amount” for distribution to all Class Members. Any employer side taxes, if applicable, attributable to payments allocated as wages will be paid by Defendants in addition to the Gross Settlement Amount. As explained further below, the amount of each Class Member’s share of the Net Settlement Amount will depend on the number of weeks worked by participating Class Members during the Class Period. Of the \$10,000.00 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 25% of the PAGA Payment will be divided among Aggrieved Employees, which are defined as all non-exempt employees who have, or continue to, work for Defendants in California from November 24, 2020 up to [Insert Date of Preliminary Approval] (“PAGA Claim Period”).

The number of weeks you worked during the Class Period and your estimated share of the Net Settlement Amount and PAGA Payment (“Claim Amount”) is stated on the first page of this notice. The actual amount received may be more or less than the amount stated depending on the actual number of weeks worked by participating Class Members, the resolution of any disputes regarding workweeks, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on Aggrieved Employees’ allocations for the PAGA claims.

B. Claim Amounts and Allocation Between Class Members and Aggrieved Employees

Defendants will pay Claim Amounts through the Claims Administrator, as described below, to each Class Member who does not opt out of the settlement and to Aggrieved Employees. All Claim Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that all Claim Amounts payable to eligible Class Members will be allocated from the Net Settlement Amount and paid as 2/3 for disputed interest, statutory penalties, and other non-wage damages for which IRS Forms 1099-MISC and 1099-INT will issue and 1/3 for disputed wages for which IRS Forms W-2 will issue. The PAGA Payment to Aggrieved employees will be paid as 100% for civil penalties.

Payment to Class Members who do not opt out and Aggrieved Employees will not require the submission of a claim form. Each Class Member’s share will be determined by dividing their total weeks worked within the Class Period by the total weeks worked by all Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member’s individual share of the Net Settlement Amount. Each Aggrieved Employee’s share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee’s individual share. Receipt of the Claim Amounts will not entitle any Class Member or Aggrieved Employee to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendants’ Records and Resolution of Workweek Disputes

For each Class Member, the amount payable will be calculated by the Claims Administrator from Defendants’ records. Defendants’ records will be presumed correct unless evidence to the contrary is provided to the Claims Administrator. Defendants’ records and any additional evidence will be reviewed by the Claims Administrator in the event of a dispute about the number of

workweeks worked by an individual Class Member. If a Class Member disputes the accuracy of Defendants' records, all supporting documents evidencing additional workweeks must be submitted by the Class Member. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than [REDACTED]. The dispute will be resolved by the Claims Administrator based on the records and evidence provided. The Claims Administrator's decision on all disputes will be final and binding.

D. Release of Claims

For those Class Members who do not opt out and Aggrieved Employees, the Agreement contains the following releases:

Class Members who do not opt out will be deemed to have released any and all claims contained in the operative Complaint, and any additional wage and hour claims that could have been brought based on the facts alleged in the operative Complaint, through the Class Period, including but not limited to claims arising from alleged unpaid wages, minimum wages, regular wages, overtime and double time wages; meal and rest period violations; unpaid reimbursements and expenses; untimely payment of wages; wage statement violations; separation pay violations; and PAGA penalties based thereon. This release excludes the release of claims not permitted by law. This release excludes claims for workers' compensation or unemployment insurance benefits. This release will cover all Class Members who do not opt out.

Aggrieved Employees will be deemed to have released any and all claims for civil penalties that were brought under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*, contained in the operative Complaint and any additional wage and hour PAGA claims that could have been brought during the PAGA Claim Period, including but not limited to claims arising from alleged unpaid wages, minimum wages, regular wages, overtime wages, double time wages; meal and rest period violations; unpaid reimbursements and expenses; untimely payment of wages; wage statement violations; and separation pay violations. Aggrieved Employees cannot opt out of this waiver of claims.

The individuals released ("Released Parties") include Unlimited Security Specialists Inc. (including but not limited to, Jose Cardona, Brandi Morgan, Gerardo Cardona), its parents, subsidiaries, affiliates, insurers, related entities and divisions, and its and their respective: (i) predecessors, successors, and assigns, and (ii) current and former agents, heirs, executors, administrators, principals, officers, directors, shareholders, employees, founders, members, assigns, insurers, attorneys, and all others claiming through or by any of them.

E. Attorneys' Fees and Costs

Defendants have agreed to pay Class Counsel's attorneys' fees and costs to be approved by the Court, up to a maximum of 35% of the Gross Settlement Amount which equals \$122,500.00, and attorneys' costs not to exceed \$15,000.00. Class Counsel's attorneys' fees and costs will be paid and deducted from the Gross Settlement Amount.

F. Reasonableness of Settlement

The Parties and their counsel believe the amounts payable to Class Members, Aggrieved Employees, and amounts for attorneys' fees and costs requested are fair and reasonable. The Class Representative and Class Counsel support this Settlement. Among the reasons for support are the defenses to liability potentially available to Defendants, the inherent risk of trial on the merits, the risk of denial of class certification, and the delays associated with litigation.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Participating in the Settlement

If you wish to participate in the Settlement and believe your workweek information is accurate, **you do not need to take any further action**. Payment will be automatically made to you consistent with the terms of the Agreement and Court Order. If you wish to dispute the workweek calculation, you may follow the procedures outlined in Section II.C above. California law protects Class Members from retaliation based on their decision to participate in the Settlement.

B. Excluding Yourself from the Settlement

If you do not wish to participate in the Settlement, you may be excluded (i.e., “opt out”) by submitting a timely written request to the Claims Administrator. The request to opt-out must (a) state your full name and date of birth; (b) a statement that you do not want to be a Class Member, do not want to participate in the Settlement, and/or wants to be excluded from this Settlement; (c) identify the case name and number (i.e., *Hampton v. Unlimited Security Specialists, Inc.*, CV2021-2130); (d) be signed; and (e) be post-marked no later than [REDACTED]. The request to opt out must be signed, dated and mailed by First Class U.S. Mail or the equivalent, to:

ILYM Group, Inc.
PO Box 2031
Tustin, CA 95781

If you submit a request to opt out which is not postmarked by [REDACTED], your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. If the request to opt out is sent from within the United States it must be sent through the United States Postal Service by First Class Mail, or the equivalent. Any Class Member who submits a complete and timely request to opt out shall, upon receipt by the Claims Administrator, no longer be a Class Member and not receive their share of the class settlement payment. Aggrieved Employees cannot opt out of this Agreement and will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

C. Objection to Settlement

If you do not opt out of the Settlement, you can object to the terms of the Agreement. However, if the Court rejects your objection, you will still be bound by the terms of the Agreement. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the Action will continue. The objection must (a) state your full name and date of birth; (b) provide evidence that you are, in fact, a Class Member; (c) state the reasons for the objection(s), including any legal analysis and/or supporting documentation; (d) identify the case name and number (i.e., *Hampton v Unlimited Security Specialists, Inc.*, CV2021-2130) (e) be signed; and (f) be post-marked no later than [REDACTED]. The objection must be sent to the Claims Administrator at the address identified in section III.B and to counsel for Plaintiff and Defendants at the addresses identified in section VI of this notice.

If you have submitted a written objection as outlined above, you may also appear at the Final Approval Hearing, either in person or through your own attorney, to state your objection. However, you must file a notice of intent to appear with the Court and serve the notice on counsel for Plaintiff and Defendants. If you appear through your own attorney, you are responsible for paying that attorney.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

After final approval of the Settlement has been granted by the Court, each and every Class Member who does not opt out of the Settlement and Aggrieved Employee, will release Defendants and the Released Parties from the released claims described above. In other words, if you were employed as a Class Member by Defendants in California during the Class Period, and you do not exclude yourself from the settlement, you will be deemed to have entered into this release and to have released the above-described claims. In addition, you will be barred from ever suing Defendants and the Released Parties with respect to the claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 10, 1000 Main Street, Woodland, CA 95695 on [REDACTED] at [REDACTED] to determine whether the Agreement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel’s request for attorneys’ fees and costs. The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at this hearing, unless you wish to object to the Settlement.

VI. ADDITIONAL INFORMATION

If you want additional information about this lawsuit and its proceedings, you can contact Class Counsel or Defendants’ Counsel as follows:

Justin P. Rodriguez
Brittany V. Berzin

Jason A. Geller
Kevin L. Quan

Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733
On behalf of Plaintiff

Fisher & Philips, LLP
1 Montgomery Street, Suite 3400
San Francisco, CA 94104
Telephone: (415) 490-9000
Facsimile: (415) 490-9001
On behalf of Defendants

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL (888) 250-6810.

BY ORDER OF THE COURT

EXHIBIT B

1 Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
2 Brittany V. Berzin (Cal. State Bar No. 325121)
Shimoda & Rodriguez Law, PC
3 9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
4 Telephone: (916) 525-0716
Facsimile: (916) 760-3733

5 Attorneys for Plaintiff CHRISTOPHER HAMPTON

ELECTRONICALLY FILED
by Superior Court of CA,
County of Yolo,
on 2/25/2022 1:55 PM
By: W. Van Dam, Deputy

8 **SUPERIOR COURT OF CALIFORNIA**
9 **FOR THE COUNTY OF YOLO**

10 CHRISTOPHER HAMPTON, individually
11 and on behalf of all other similarly situated
employees,

12 Plaintiff,

13 vs.

14
15 UNLIMITED SECURITY SPECIALISTS,
16 INC., a California Corporation; and DOES 1 to
100, inclusive,

17 Defendants.
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Case No. CV2021-2130

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

1. Failure to Pay Overtime Wages
2. Failure to Pay Minimum Wages
3. Meal Period Violations
4. Rest Period Violations
5. Wage Statement Violations
6. Waiting Time Penalties
7. Failure to Reimburse Expenses
8. Unfair Competition
9. Untimely Payment of Wages
10. Private Attorneys General Act

DEMAND FOR JURY TRIAL

1 Plaintiff CHRISTOPHER HAMPTON ("Plaintiff"), on behalf of himself and all other
2 similarly situated employees, hereby files this Complaint against Defendants UNLIMITED
3 SECURITY SPECIALISTS, INC., a California Corporation; and DOES 1 to 100, inclusive
4 (hereinafter all collectively referred to as "Defendants"). On information and belief, Plaintiff allege
5 the following:

6 INTRODUCTION

7 1. This is a class action and Private Attorneys General Act ("PAGA") lawsuit brought by
8 Plaintiff for failure to provide overtime wages, failure to provide minimum wage, meal and rest period
9 violations, wage statement violations, waiting time penalties, failure to reimburse expenses, untimely
10 payment of wages, and unfair competition.

11 JURISDICTION AND VENUE

12 2. The Yolo County Superior Court has jurisdiction in this matter pursuant to California
13 Code of Civil Procedure section 410.10 to determine alleged violations of the California Labor Code,
14 California Business and Professions Code, and Wage Order No. 4.

15 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that some of
16 the wrongful acts and violations of law asserted herein occurred within Yolo County, and Defendants'
17 obligation to pay wages arose in Yolo County pursuant to *Madera Police Officers Assn. v. City of*
18 *Madera*, 36 Cal.3d 403, 414 (1984).

19 4. Plaintiff sought permission pursuant to California Labor Code section 2699 *et seq.* to
20 pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf
21 of himself and other similarly situated employees. Pursuant to California Labor Code section 2699.3,
22 Plaintiff gave written notice via online submission to the Labor and Workforce Development Agency
23 ("LWDA") on approximately November 24, 2021. Plaintiff provided facts and legal bases for his
24 claims within the notice to the LWDA on all violations asserted under the Private Attorneys General Act
25 cause of action. Plaintiff also submitted the \$75.00 filing fee. The November 24, 2021 notice was also
26 sent via certified mail to Defendants on the same day. To date, the LWDA has not provided any
27 response to Plaintiff's notice correspondence. Accordingly, Plaintiff has exhausted all administrative
28 remedies pursuant to the Private Attorneys General Act ("PAGA") and may bring this action on behalf

1 of himself and all similarly situated employees, *i.e.*, Aggrieved Employees. *See* Cal. Lab. Code §
2 2699.3(a)(2)(A), (c)(3); *Caliber Bodyworks, Inc., v. Sup. Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19
3 (2005). Aggrieved Employees includes but is not limited to the following: all non-exempt employees
4 who have worked, or continue to work, for Defendants in California from November 24, 2020 to the
5 present.

6 **PARTIES**

7 5. CHRISTOPHER HAMPTON is an individual over the age of eighteen (18) and is a
8 resident of the State of California.

9 6. On information and belief, Plaintiff alleges, UNLIMITED SECURITY
10 SPECIALISTS, INC., is now and/or at all times mentioned in this Complaint was a California
11 Corporation and the owner and operator of an industry, business and/or facility doing business in the
12 State of California.

13 7. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the
14 alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and
15 are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true
16 names and capacities of these DOE Defendants when they are ascertained. At all times mentioned
17 herein, each Defendant was the agent or employee of each of the other Defendants and was acting within
18 the course and scope of such agency or employment. The Defendants are jointly and severally liable to
19 Plaintiff.

20 8. At all times mentioned herein, each Defendant was the agent or employee of each of the
21 other Defendants and was acting within the course and scope of such agency or employment. The
22 Defendants are jointly and severally liable to Plaintiff.

23 9. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
24 were members of and/or engaged in a joint employment, joint venture, partnership and common
25 enterprise, and were acting within the course and scope of, and in pursuance of said joint employment,
26 joint venture, partnership and common enterprise.

27 10. Defendants, and each of them, now and/or at all times mentioned in this Complaint
28 approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

1 11. Defendants proximately caused Plaintiff to be subjected to the unlawful practices,
2 wrongs, complaints, injuries and/or damages alleged in this Complaint.

3 **CLASS ALLEGATIONS**

4 12. Plaintiff brings the First through Ninth Causes of Action on behalf of himself and all
5 others similarly situated as a class action pursuant to California Code of Civil Procedure section 382.
6 The class which Plaintiff seeks to represent is composed of, and defined, as follows:

7 All non-exempt employees who have, or continue to, work for Defendants
8 in California from December 3, 2017 to the present.

9 13. This action has been brought and may be properly maintained as a class action,
10 pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-
11 defined community of interests in the litigation and the proposed class is easily ascertainable.

12 (a) **Numerosity**: The putative class is so numerous that the individual joinder of all members
13 is impracticable under the circumstances of this case. While the exact number of class
14 members is unknown to Plaintiff at this time, Plaintiff is informed and believes that
15 Defendants have employed as many as fifty (50) individuals falling within the above
16 stated class definition throughout the State of California during the applicable statute of
17 limitations, who were subjected to the policies and practices outlined in this Complaint.
18 As such, joinder of all members of the putative class is not practicable.

19 (b) **Common Questions Predominate**: Common questions of law and fact exist as to all
20 members of the putative class and predominate over questions that affect only individual
21 members of the class. These common questions of law and fact include, without
22 limitation, the following:

- 23 (1) Whether Defendants had a valid alternative workweek agreement;
24 (2) Whether Defendants provided putative class members with a consistent
25 alternative workweek agreement;
26 (3) Whether Defendants paid the correct overtime wages to putative class members
27 who worked shifts outside of the regular alternative workweek schedule;
28

- 1 (4) Whether Defendants paid the correct overtime wages to putative class members
2 who worked shifts with fewer hours than the regular alternative workweek
3 schedule;
4 (5) Whether Defendants paid putative class members for all hours worked;
5 (6) Whether Defendants paid putative class members for all overtime hours worked;
6 (7) Whether Defendants authorized and permitted second meal periods;
7 (8) Whether Defendants authorized and permitted all rest periods;
8 (9) Whether Defendants timely paid wages pursuant to Labor Code section 204;
9 (10) Whether as a result of Defendants' policies and practices Plaintiff's and putative
10 class members received all wages, due and owing, at the time of their termination
11 or separation; and
12 (11) Whether Defendants provided Plaintiff's and putative class members with wage
13 statements that complied with Labor Code section 226.

14 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative
15 class. The putative class also sustained damages arising out of Defendants' common
16 course of conduct in violation of the law as complained of herein. Plaintiff and all
17 members of the putative class were non-exempt employees who Defendants failed to pay
18 for all regular and overtime hours. Additionally, Defendants did not provide all meal and
19 rest periods, paid wages late, and issued Plaintiff and all members of the putative class
20 wage statements that did not comply with Labor Code section 226. As a result, Plaintiff
21 and each member of the putative class will have suffered the same type of harm and seek
22 the same type of recovery based on the same legal theories.

23 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the
24 putative class. For all relevant times, Plaintiff resided in California and worked for
25 Defendants in California. Moreover, Plaintiff is an adequate representative of the
26 putative class as Plaintiff has no interests that are adverse to those of putative class
27 members. Additionally, Plaintiff has retained counsel who has substantial experience in
28 complex civil litigation and wage and hour matters.

1 (e) Superiority: A class action is superior to other available means for the fair and efficient
2 adjudication of the controversy since individual joinder of all members of the putative
3 class is impracticable. Class action treatment will permit a larger number of similarly
4 situated persons to prosecute their common claims in a single forum simultaneously,
5 efficiently, and without the unnecessary duplication of effort and expense that numerous
6 individual actions would engender. Further, as damages suffered by each individual
7 member of the class may be relatively small, the expenses and burden of the individual
8 litigation would make it difficult or impossible for individual members of the class to
9 redress the wrongs done to them, and an important public interest will be served by
10 addressing the matter as a class action. The cost to the court system of adjudication of
11 such individualized litigation would be substantial. Individualized litigation would also
12 present the potential for inconsistent or contradictory judgments.

13 14. Plaintiff is unaware of any difficulties that are likely to be encountered in the
14 management of this action that would preclude its maintenance as a class action.

15 GENERAL ALLEGATIONS

16 15. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 14 as though fully
17 set forth herein.

18 16. Plaintiff worked for Defendants from approximately October 12, 2020 to August 31,
19 2021 as a non-exempt, hourly employee. Plaintiff's job title was security officer. Defendants operate a
20 business that provides security services for events, businesses, and individuals. Plaintiff and similarly
21 situated employees regularly worked over ten (10) hours in a day.

22 17. The California Department of Industrial Relations Alternative Workweek Elections
23 Database reflects that a 4/10 alternative workweek was alleged to have been adopted by Unlimited
24 Security Specialists, Inc. for its Sacramento, Oakland, and Berkeley employees. However, Defendants
25 failed to pay overtime and double time wages to Plaintiff and similarly situated employees who worked
26 days worked beyond the regularly scheduled number of workdays established by the alternative
27 workweek. In addition, Defendants would schedule Plaintiff and similarly situated employees to work
28 fewer hours than those that were regularly scheduled by the agreement without paying Plaintiff and

1 similarly situated employees the correct overtime wages for work performed in excess of eight (8) hours
2 in a day. Defendants also did not provide Plaintiff and similarly situated employees with consistent
3 alternative workweek schedules, in effect voiding any alternative workweek agreement. This resulted in
4 unpaid overtime wages. Moreover, Defendants treated all its non-exempt California employees as if
5 they were under an alternative workweek agreement, failing to pay them overtime wages for hours
6 worked in excess of eight (8) in a day or forty (40) in a week; rather, Defendants only paid overtime
7 wages for hours worked in excess of ten (10) hours.

8 18. Defendants did not authorize and permit Plaintiff and similarly situated employees to take
9 all meal and rest periods owed to them. Defendants communicated to Plaintiff and similarly situated
10 employees that they could take one (1) hour lunch and two rest breaks. Defendants did not
11 communicate to Plaintiff and similarly situated employees that they were entitled to a second lunch or
12 third rest break when they worked more than ten (10) hours in a shift. Additionally, until approximately
13 May 2021 Defendants' timecards stated employees should get a ten (10) minute break for each 3.5 hours
14 of work per day rather than stating that employees were entitled to a rest break every four (4) hours or
15 major fraction thereof under California law.

16 19. In approximately May 2021 Defendants required Plaintiff and similarly situated
17 employees to track their time using an ADP app on their personal cellphones. Prior to this time Plaintiff
18 and similarly situated employees filled out timecards. Defendants would then shave time off of
19 Plaintiff's and similarly situated employees' hours worked that were recorded in the ADP app, which
20 caused unpaid minimum and overtime wages.

21 20. Defendants did not have any policy to reimburse Plaintiff or similarly situated employees
22 for the use of their personal cellphones to track their time in the ADP app. Defendants also did not
23 provide any company cellphones, so Plaintiff and similarly situated employees were required to use their
24 personal cellphones. Defendants did not pay Plaintiff or similarly situated employees any
25 reimbursements.

26 21. Defendants had a policy to pay Plaintiff and similarly situated employees their wages
27 more than ten (10) days after the end of the pay period, resulting in untimely payment of wages.
28 Defendants failed to pay Plaintiff and similarly situated employees by the 26th day of the month for work

1 performed between the 1st and 15th of the month and by the 10th day of the following month for any
2 work performed between the 16th and last day of the month.

3 **CAUSES OF ACTION**

4 **FIRST CAUSE OF ACTION**
5 **FAILURE TO PAY OVERTIME WAGES**
6 **(As to all Defendants)**

7 22. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 21 as though fully
8 set forth herein.

9 23. During the class period, Defendants were required to compensate putative class members
10 at one and one-half (1½) times the regular rate of pay for hours worked in excess of eight (8) hours per
11 day and/or forty (40) hours per week, and two (2) times the regular rate of pay for hours worked in
12 excess of twelve (12) hours per day. *See, e.g., IWC Wage Order No. 4, section (3)(A); Cal. Lab. Code*
13 *§§ 510, 1194.*

14 24. Pursuant to Labor Code section 511 and Wage Order No. 4, section 3, Defendants were
15 required to provide putative class members with a consistent alternative workweek schedule. For any
16 work putative class members performed in any workday beyond the schedule established by the
17 agreement up to twelve (12) hours a day or beyond forty (40) hours per week, Defendants were required
18 to pay overtime at one and one-half (1 ½) times the employee's regular rate of pay. *See Cal. Labor*
19 *Code § 511; IWC Wage order No. 4, section 3(B)(1).* For any work performed in excess of twelve (12)
20 hours per day and any work in excess of eight (8) hours on those days worked beyond the regularly
21 scheduled number of workdays established by the alternative workweek agreement, Defendants were
22 required to pay overtime at a rate of (2) times the employee's regular rate of pay. *See id.* Defendants
23 were also required to pay overtime wages where putative class members were provided with fewer than
24 the regularly scheduled hours at a rate of one and one-half (1 ½) times the employee's regular rate of
25 pay for all hours worked in excess of eight (8) hours, and two (2) times the employee's regular rate of
26 pay for all hours worked in excess of twelve (12) hours. *See Cal. Lab. Code § 511; IWC Wage Order*
27 *No. 4, section 3(B)(2).*

28 25. Plaintiff and similarly situated employees worked in excess of eight (8) hours per day
and/or forty (40) hours per week on several occasions while employed by Defendants. However,

1 Defendants failed to compensate Plaintiff and similarly situated employees for all overtime hours
2 worked at their regular rates of pay; Defendants only paid overtime when putative class members
3 worked shifts longer than ten (10) hours. Additionally, Defendants scheduled putative class members to
4 work shifts outside of the alternative workweek agreement and work shifts with fewer hours than agreed
5 upon. However, Defendants did not pay the correct overtime wages on these occasions.

6 26. Plaintiff and similarly situated employees were not exempt from overtime protections
7 employees under the California Wage Orders and Labor Code.

8 27. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
9 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
10 the extent pertinent as if set forth here in full.

11 **SECOND CAUSE OF ACTION**
12 **FAILURE TO PAY MINIMUM WAGES**
13 **(As to all Defendants)**

14 28. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 27 as though fully
15 set forth herein.

16 29. For the period preceding the filing of this Complaint, Defendants were required to
17 compensate Plaintiff and similarly situated employees with at least California's applicable minimum for
18 every hour worked. *See* MW-Order 2019; IWC Wage Order, No. 4, section 4(A); Cal. Lab. Code §
19 1194.

20 30. Plaintiff was not exempt to the State's Minimum Wage Order. Defendants aware of their
21 obligation to pay the minimum wage for each hour worked but failed to do so. Beginning in May 2021,
22 Defendants shaved time off of Plaintiff's and putative class members' hours worked and did not pay
23 them for that time.

24 31. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
25 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
26 the extent pertinent as if set forth here in full.

27 //

28 //

//

THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(As to all Defendants)

32. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 31 as though fully set forth herein.

33. An employer must provide an employee a meal period in accordance with the applicable Wage Order, and California Labor Code sections 226.7 and 512.

34. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 4, section 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30) minutes for each work period of more than five (5) hours.

35. California Labor Code section 512 and Wage Order No. 4 section 11(B) further provide that employers may not employ employees for a work period for more than ten (10) hours per day without providing the employee with a second meal period of at least thirty (30) minutes. However, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. Employees are entitled to one (1) hour of pay at their regular rate of compensation for each meal period not provided.

36. Defendants employed Plaintiff and similarly situated employees for periods of more than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal period of at least thirty (30) minutes when Plaintiff and similarly situated employees worked more than ten (10) hours in a day. Defendants also failed to allow Plaintiff and similarly situated employees to take their first meal period before the completion of their fifth hour of work and failed to allow Plaintiff and similarly situated employees to take their second meal period before the completion of their tenth hour of work. Plaintiff and similarly situated employees did not waive their rights to all meal periods throughout their employment.

37. Defendants further failed to pay Plaintiff and similarly situated employees the applicable meal period premiums for any such missed meal breaks.

38. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FOURTH CAUSE OF ACTION
REST PERIOD VIOLATIONS
(As to all Defendants)

39. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 38 as though fully set forth herein.

40. An employer must provide an employee a rest period in accordance with the applicable Wage Order and California Labor Code section 226.7.

41. California Labor Code section 226.7 and Wage Order No. 4, section 12(A) require an employer to provide a rest period of not less than ten (10) minutes for each work period of more than four (4) hours or a major fraction thereof.

42. Plaintiff alleges that Defendants failed to authorize and permit Plaintiff and similarly situated employees to take paid rest periods of at least ten (10) minutes for each work period that they worked more than four (4) hours or a major fraction thereof.

43. Defendants further failed to pay Plaintiff and similarly situated employees the applicable rest period premiums for any such missed rest periods.

44. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FIFTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(As to all Defendants)

45. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 44 as though fully set forth herein.

46. Pursuant to California Labor Code section 226(a), an employer must provide an itemized statement to an employee, semimonthly or at the time of each payment of wages, showing:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (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

1 the last four digits of his or her social security number or an employee
2 identification number other than a social security number, (8) the name
3 and address of the legal entity that is the employer and, if the employer is
4 a farm labor contractor, as defined in subdivision (b) of Section 1682, the
5 name and address of the legal entity that secured the services of the
6 employer, and (9) all applicable hourly rates in effect during the pay
7 period and the corresponding number of hours worked at each hourly rate
by the employee. The deductions made from payment 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 and the 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.

8 47. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an
9 itemized statement or failed to provide an accurate and complete itemized statement showing the
10 requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not
11 accurately itemize all applicable hourly rates in effect during the pay period, all regular, overtime
12 and double time hours worked and corresponding rates of pay, and gross and net wages earned. The
13 paystubs also did not accurately itemize Plaintiff's and similarly situated employees' total hours
14 worked. Plaintiff and similarly situated employees were not able to promptly and easily determine
15 their total hours worked from their paystubs alone. Additionally, Plaintiff and similarly situated
16 employees suffered confusion over whether they received all wages owed and were prevented from
17 effectively challenging information on their wage statements.

18 48. As a proximate result of Defendants' conduct, Plaintiff and similarly situated
19 employees have been damaged as stated in the section below entitled "DAMAGES," which is
20 incorporated here to the extent pertinent as if set forth here in full.

21 **SIXTH CAUSE OF ACTION**
22 **WAITING TIME PENALTIES**
23 **(As to all Defendants)**

24 49. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 48 as though fully
set forth herein.

25 50. An employer must pay an employee who is terminated all unpaid wages immediately
26 upon termination. See Cal. Lab. Code § 201.

27 51. An employer must pay an employee who resigns all unpaid wages within seventy-two
28 (72) hours of their resignation. See Cal. Lab. Code § 202.

1 52. Plaintiff and similarly situated employees did not receive all wages, including minimum
2 and overtime wages, meal and rest period premiums at their termination or within the required time after
3 their separation from employment.

4 53. An employer who willfully fails to pay an employee wages in accordance with California
5 Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30)
6 days. See Cal. Lab. Code § 203.

7 54. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees'
8 their final wages when their employment terminated. Such conduct shows Defendants had knowledge
9 of earned, but unpaid wages at the time of separation, yet Defendants still refused to pay the remaining
10 wages owed.

11 55. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
12 have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by
13 thirty (30) days for Defendants' failure to pay all wages due.

14 **SEVENTH CAUSE OF ACTION**
15 **FAILURE TO REIMBURSE EXPENSES**
 (As to all Defendants)

16 56. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 55 as though fully
17 set forth herein.

18 57. California Labor Code section 2802(a) states that "An employer shall indemnify his or
19 her employee for all necessary expenditures or losses incurred by the employee in direct consequence of
20 the discharge of his or her duties, or of his or her obedience to the directions of the employer, even
21 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
22 unlawful."

23 58. Defendants required Plaintiff and similarly situated employees to use their personal
24 cellphones to track their time using an ADP app but failed to reimburse them for such use.

25 59. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
26 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
27 the extent pertinent as if set forth here in full.

28 //

EIGHTH CAUSE OF ACTION
UNFAIR COMPETITION
(As to all Defendants)

60. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 59 as though fully set forth herein.

61. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. See California Business and Professions ("B&P") Code § 17200.

62. Plaintiff and similarly situated employees were not paid all wages owed, including minimum and overtime wages, and meal and rest period premiums, or reimbursed for business expenses, during their employment or any time thereafter.

63. Plaintiff further alleges that such actions and/or conduct constitute a violation of the California Unfair Competition Law ("UCL") (Business and Professions Code 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

64. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code sections 17203, 17208, violations of California Labor Code sections 226.7, 510, 511, 512, and 1194 all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

NINTH CAUSE OF ACTION
UNTIMELY PAYMENT OF WAGES
(As to all Defendants)

65. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 64 as though fully set forth herein.

66. Labor Code section 204(a) provides that "all wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular

1 paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid
2 for between the 16th and the 26th day of the month during which the labor was performed, and labor
3 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between
4 the 1st and 10th day of the following month. As stated above, Defendants failed to comply with this
5 provision by paying Plaintiff and Aggrieved Employees for wages earned between the 1st and 15th and
6 between the 16th and last day of the month beyond the maximum time allowed under the statute. This
7 was in violation of the law.

8 67. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
9 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
10 the extent pertinent as if set forth here in full.

11 **TENTH CAUSE OF ACTION**
12 **PRIVATE ATTORNEYS GENERAL ACT**
13 **(As to all Defendants)**

14 68. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 67 as though fully
15 set forth herein.

16 69. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the
17 following provisions of the Labor Code in their dealings with Plaintiff and other Aggrieved Employees:

- 18 • Violation of Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure to Pay Overtime
19 Wages)
- 20 • Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 4, § 4 (Failure to Pay
21 Minimum Wages)
- 22 • Violation of Labor Code §§ 226.7, 512 and Wage Order No. 4, §§ 11(A) and 11(B)
23 (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- 24 • Violation of Labor Code § 226.7 and Wage Order No. 4, § 12(A) (Failure to Provide Rest
25 Periods or Pay Premiums in Lieu Thereof)
- 26 • Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- 27 • Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- 28 • Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)
- Violation of Labor Code §§ 226.3, 1174, 1198, Wage Order No. 4, § 7 (Failure to Maintain Accurate Records)
- Violation of Labor Code §§ 204, 210 (Untimely Payment of Wages)

70. Plaintiff seeks civil penalties against Defendants as provided in the California Labor Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section 2699(f)(2).

71. Plaintiff seeks these civil penalties from Defendants pursuant to California Labor Code sections 2699(a) and 2699.3.

72. As a proximate result of Defendants' conduct, Plaintiff and Aggrieved Employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
3. As to the Second Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
 - d. Liquidated damages pursuant to California Labor Code section 1194.2;

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1 4. As to the Third Cause of Action:

- 2 a. Wages in an amount to be proven at trial;
- 3 b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
- 4 section 1021.5;

5 5. As to the Fourth Cause of Action:

- 6 a. Wages in an amount to be proven at trial;
- 7 b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
- 8 section 1021.5;

9 6. As to the Fifth Cause of Action:

- 10 a. Penalties as provided for in Labor Code section 226, including the greater of all
- 11 actual damages or fifty dollars (\$50.00) for the initial pay period in which the
- 12 violation occurred and one hundred dollars (\$100.00) per employee for each
- 13 violation in the subsequent pay periods, but not to exceed four thousand dollars
- 14 (\$4,000.00);
- 15 b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section
- 16 226(e);

17 7. As to the Sixth Cause of Action:

- 18 a. An amount to be proven at trial;
- 19 b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);

20 8. As to the Ninth Cause of Action:

- 21 a. For any initial violations, \$100 for each failure to pay each employee;
- 22 b. For each subsequent violation or any willful or intentional violations \$200 for
- 23 each failure to pay each employee, plus 25 percent of the amount unlawfully
- 24 withheld;

25 9. As to the Tenth Cause of Action:

- 26 a. For civil penalties as provided for in the Labor Code for each enumerated
- 27 violation;
- 28 b. For those Labor Code sections, the violation of which there is no civil penalty

1 provided, the default penalty provided in Labor Code section 2699(f): for any
2 initial violation, one hundred dollars (\$100) for each aggrieved employee per pay
3 period; For any subsequent violation, two hundred dollars (\$200) for each
4 aggrieved employee per pay period;

- 5 c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
6 d. For any other remedies as allowed by law and/or deemed appropriate by the
7 Court;

8 10. For such other and further relief as this Court may deem just and proper,
9 including, but not limited to:

- 10 a. Wages as proved at trial;
11 b. Injunctive and Declaratory relief;
12 c. Attorney's fees and costs as provided for by law; and
13 d. Interest.

14
15 Dated: February 16, 2022

Shimoda & Rodriguez Law, PC

16
17 By: 

18 Galen T. Shimoda
19 Justin P. Rodriguez
20 Brittany V. Berzin
21 Attorneys for Plaintiff
22
23
24
25
26
27
28

1 *Hampton v. Unlimited Security Specialists, et al.*
2 *Yolo County Superior Court Case No. CV2021-2130*

3 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Erika F. Collazo, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to the
7 within above-entitled action.

8 On February 25, 2022, I served the following documents on the party below:

- 9 • First Amended Complaint for Damages

10 Jason A. Geller (SBN 168149) 11 Nathan K. Low (SBN 299587) 12 Kevin Lawrence Quan (SBN 317798) 13 Fisher and Phillips LLP 14 1 Embracadero Ctr Ste 2050 15 San Francisco, CA 94111 Telephone: (415) 490-9020 Facsimile: (415) 490-9001 Email: jgeller@fisherphillips.com nlow@fisherphillips.com kquan@fisherphillips.com	
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16 [XXX] [By Mail] I am familiar with my employer's practice for the collection and
17 processing of correspondence for mailing with the United States Postal
18 Service and that each day's mail is deposited with the United States Postal
19 Service that same day in the ordinary course of business. On the date set forth
20 above, I served the aforementioned document(s) on the parties in said action
by placing a true copy thereof enclosed in a sealed envelope with postage
thereon fully prepaid, for collection and mailing on this date, following
ordinary business practices, Elk Grove, California, addressed as set forth
above.

21 [] [By Personal Service] By personally delivering a true copy thereof to the
22 office of the addressee above.

23 [] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown
24 above. No error was reported by the e-mail service that I used.

25 [] [By Overnight Courier] By causing a true copy and/or original thereof to be
26 personally delivered via the following overnight courier service: UPS.

27 I declare under penalty of perjury under the laws of the State of California that the foregoing is
28 true and correct, and that this declaration was executed on February 25, 2022, at Elk Grove, California.

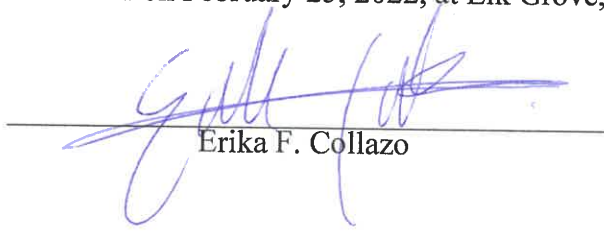

Erika F. Collazo

EXHIBIT C



Shimoda Law Corp.
9401 East Stockton Blvd.
Suite #120
Elk Grove, CA 95624
Ph. (916) 525-0716
Fax (916) 760-3733
www.shimodalaw.com

November 24, 2021

For Online Filing:

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Hampton v. Unlimited Security Specialists, Inc.*

Dear Labor Commissioner,

As counsel for Christopher Hampton ("Plaintiff"), I am writing to provide you and the following "employers" notice pursuant to California Labor Code section 2699.3:

Unlimited Security Specialists, Inc.
13636 Ventura Blvd., Suite 206
Sherman Oaks, CA 91423

Jose H. Cardona
13636 Ventura Blvd., Suite 206
Sherman Oaks, CA 91423

Brandi Morgan
13636 Ventura Blvd., Suite 206
Sherman Oaks, CA 91423

Gerardo Cardona
13636 Ventura Blvd., Suite 206
Sherman Oaks, CA 91423

We are setting forth the "facts and theories" to support each of the counts found within this complaint. Please notify us of your intent to investigate any or all of the claims alleged herein against Unlimited Security Specialists, Inc., Jose H. Cardona, Brandi Morgan and Gerardo Cardona ("Defendant"). Should you decide not to investigate, we request that you allow us to bring the following action on behalf of Plaintiff and all Aggrieved Employees, pursuant to Labor Code section 2699(a). Specifically, Aggrieved Employees shall include, but is not limited to the following: all non-exempt employees who have, or continue to, work for Defendant in California from one (1) year prior to the date of this letter to the present. Plaintiff is clearly entitled to bring a Private Attorneys General Act ("PAGA") claim for civil penalties on behalf of these individuals pursuant to *Huff v. Securitas Security Services USA, Inc.*, 23 Cal.App.5th 745, 757



(2018) (finding a plaintiff has PAGA standing if affected by one of the alleged violations; the plaintiff need not have personally experienced all the violations pursued in PAGA action).

A. FACTS

Plaintiff worked for Defendants from approximately October 12, 2020 to August 31, 2021 as a non-exempt, hourly employee. Plaintiff's job title was security officer. Defendants operate a business that provides security services for events, businesses, and individuals. Plaintiff and Aggrieved Employees regularly worked over ten (10) hours in a day.

The California Department of Industrial Relations Alternative Workweek Elections Database reflects that a 4/10 alternative workweek was alleged to have been adopted by Unlimited Security Specialists, Inc. for its Sacramento, Oakland, and Berkeley employees. However, Defendants failed to pay overtime and double time wages to Plaintiff and Aggrieved Employees who worked days worked beyond the regularly scheduled number of workdays established by the alternative workweek. In addition, Defendants would schedule Plaintiff and Aggrieved Employees to work fewer hours than those that were regularly scheduled by the agreement without paying Plaintiff and Aggrieved Employees the correct overtime wages for work performed in excess of eight (8) hours in a day. Defendants also did not provide Plaintiff and Aggrieved Employees with consistent alternative workweek schedules, in effect voiding any alternative workweek agreement. This resulted in unpaid overtime wages. Moreover, Defendants treated all its non-exempt California employees as if they were under an alternative workweek agreement, failing to pay them overtime wages for hours worked in excess of eight (8) in a day or forty (40) in a week; rather, Defendants only paid overtime wages for hours worked in excess of ten (10) hours.

Defendants did not authorize and permit Plaintiff and Aggrieved Employees to take all meal and rest periods owed to them. Defendants communicated to Plaintiff and Aggrieved Employees that they could take one (1) hour lunch and two rest breaks. Defendants did not communicate to Plaintiff and Aggrieved Employees that they were entitled to a second lunch or third rest break when they worked more than ten (10) hours in a shift. Additionally, until approximately May 2021 Defendants' timecards stated employees should get a ten (10) minute break for each 3.5 hours of work per day rather than stating that employees were entitled to a rest break every four (4) hours or major fraction thereof under California law.

In approximately May 2021 Defendants required Plaintiff and Aggrieved Employees to track their time using an ADP app on their personal cellphones. Prior to this time Plaintiff and Aggrieved Employees filled out timecards. Defendants would then shave time off of Plaintiff's and Aggrieved Employees' hours worked that were recorded in the ADP app, which caused unpaid minimum and overtime wages.



Defendants did not have any policy to reimburse Plaintiff or Aggrieved Employees for the use of their personal cellphones to track their time in the ADP app. Defendants also did not provide any company cellphones, so Plaintiff and Aggrieved Employees were required to use their personal cellphones. Defendants did not pay Plaintiff or Aggrieved Employees any reimbursements.

Defendants had a policy to pay Plaintiff and Aggrieved Employees their wages more than ten (10) days after the end of the pay period, resulting in untimely payment of wages. Defendants failed to pay Plaintiff and Aggrieved Employees by the 26th day of the month for work performed between the 1st and 15th of the month and by the 10th day of the following month for any work performed between the 16th and last day of the month.

B. ALLEGATIONS AND CHARGES

Count One – Violation of Labor Code §§ 510, 511, 1194; IWC Wage Order 4, § 3 (Failure to Pay Overtime Wages)

Labor Code sections 510 and 1194 require employers to pay employees 1 ½ times their regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay employees 1 ½ times their regular rate of pay for the first eight (8) hours worked on the seventh day of work in any one workweek. Employers must pay employees 2 times their regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek.

Labor Code section 511 and Wage Order section 3 require employers to provide employees with a consistent alternative workweek schedule, pay overtime wages for days worked outside of the regular schedule, and to pay overtime wages for shifts that were scheduled with fewer than the regularly scheduled hours. As described above, Plaintiff and Aggrieved Employees were not paid all overtime wages owed. Plaintiff and all Aggrieved Employees are entitled to recover all unpaid overtime wages. Failure to pay such wages is against the law.

Count Two – Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 4, § 4 (Failure to Pay Minimum Wages)

During the period Plaintiff and Aggrieved Employees were employed by Defendant they were entitled to be paid at least the State's minimum wage rate for each hour that they worked. *See, e.g.*, IWC Wage Order MW-2019; IWC Wage Order No. 4, § (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendant did not pay Plaintiff and Aggrieved Employees for all hours worked. Thus, Plaintiff and Aggrieved Employees were not paid at least the applicable state minimum wage for those hours worked. This is against the law.



Count Three - Violation of Labor Code §§ 226.7, 512 and Wage Order No. 4, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 4, section 11(A) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked, which is to be taken before the completion of the fifth hour. Labor Code section 512 and Wage Order No. 4, section 11(B) further provide that employers may not employ employees for a work period of more than ten (10) hours per day without providing the employee with a second meal period of thirty (30) minutes; however, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendant also failed to pay any meal period premiums for their failure to provide meal periods. This was in violation of the law.

Count Four – Violation of Labor Code § 226.7 and Wage Order No. 4, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 4, section 12(A) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant rest periods pursuant to California law. Defendant also failed to pay any rest period premiums for their failure to provide rest periods. This was in violation of the law.

Count Five – Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)

Labor Code section 226 requires employers to furnish to employees with “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 only the last four digits of his or her social security number or an employee identification number other than a 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 . . .” For the reasons stated above, Defendant failed to comply with these requirements with respect to Plaintiff and Aggrieved Employees. This is in violation of the law.



Count Six – Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)

Labor Code sections 201-203 require that all wages, including overtime wages and meal and rest period premiums be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Plaintiff and Aggrieved Employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201-203. This is in violation of the law.

Count Seven – Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

Labor Code section 2802(a) states that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” Defendant failed to pay any reimbursements for work use of personal cell phone by Plaintiff and Aggrieved Employees. This was in violation of the law.

Count Eight – Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)

Labor Code section 558 states that it is unlawful for any employer, or other person acting on behalf of an employer, to violate or cause to be violated any of sections 500 to 558.1 of the Labor Code or any order of the Industrial Welfare Commission. Similarly, Labor Code section 558.1 states that it is unlawful for any employer or other person acting on behalf on an employer to violate, or cause to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, as well as Sections 203, 226, 226.7, 1193.6, 1194, or 2802 of the Labor Code. As described above, Defendant, by and through Defendant agents, violated Plaintiff and Aggrieved Employees’ rights provided for under Labor Code sections 558 and 558.1 as well as the incorporated Wage Orders and incorporated statutes therein. Jose H. Cardona, Brandi Morgan and Gerardo Cardona were officers, directors, shareholders, and/or managing agents of Defendant responsible for the violations stated herein as they were in a position of authority with the power and responsibility to monitor, institute, and/or modify the unlawful practices, but chose to ratify them instead. This is against the law.

Count Nine – Violation of Labor Code §§ 226.3, 1174, 1198 and Wage Order No. 4, § 7 (Failure to Maintain Accurate Records)

Labor Code section 226.3 provides that any employer who fails to maintain records required by Labor Code section 226(a) or provide records required by 226(a) shall be subject shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each



violation in a subsequent citation. Labor Code section 1174(d) provides that employers must keep and maintain accurate payroll records showing the hours worked daily by, and the wages paid to, employees. Defendant failed to maintain the accurate records required by law and, instead, maintained incomplete, inaccurate records regarding Plaintiff and Aggrieved Employees' wage records and hours worked. This was against the law.

Labor Code section 1198 provides the standard conditions of labor fixed by the commission shall be the standard conditions of labor for employees. The records requirement in Wage Order No. 4, § 7 is a "standard condition of labor fixed by the commission." *See* Cal. Labor Code § 1198. It provides, "Every employer who has control over wages, hours, or working conditions shall keep accurate information with respect to each employee, including ... time records showing when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily hours worked shall also be recorded ... Total hours worked during the payroll period and applicable rates of pay..." *See* Wage Order No. 4, § 7. Defendants failed to keep accurate records in compliance with Wage Order No. 16, § 7 and Labor Code § 1198. This was against the law.

Count Ten – Violation of Labor Code §§ 204, 210 (Untimely Payment of Wages)

Labor Code section 204(a) provides that "all wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. As stated above, Defendants failed to comply with this provision by paying Plaintiff and Aggrieved Employees for wages earned between the 1st and 15th and between the 16th and last day of the month beyond the maximum time allowed under the statute. This was in violation of the law.

If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact our office.

Very truly yours,

Shimoda Law Corp.

By: _____

Justin P. Rodriguez

JPR:ec

cc: Client via e-mail

1 *Hampton v. Unlimited Security Specialists, Inc.*

2 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
3 **and California Rules of Court, Rule 1.21 and Rule 2.150**

4 I, Erika F. Collazo, declare that:

5 I am a citizen of the United States and am over the age of eighteen years and not a party to
6 the within above-entitled action.

7 On November 24, 2021, I served the following documents on the party below:

- 8 • Private Attorney General Act Letter

9 Unlimited Security Specialists, Inc. 10 13636 Ventura Blvd., Suite 206 11 Sherman Oaks, CA 91423	Jose H. Cardona 13636 Ventura Blvd., Suite 206 Sherman Oaks, CA 91423
12 Brandi Morgan 13 13636 Ventura Blvd., Suite 206 14 Sherman Oaks, CA 91423	Gerardo Cardona 13636 Ventura Blvd., Suite 206 Sherman Oaks, CA 91423

15 [XXX] [By Certified Mail] I am familiar with my employer's practice for the collection
16 and processing of correspondence for mailing with the United States Postal
17 Service and that each day's mail is deposited with the United States Postal
18 Service that same day in the ordinary course of business. On the date set forth
19 above, I served the aforementioned document(s) on the parties in said action by
placing a true copy thereof enclosed in a sealed envelope with postage thereon
fully prepaid, for collection and mailing on this date, following ordinary business
practices, at Elk Grove, California, addressed as set forth above.

20 [] [By Personal Service] By personally delivering a true copy thereof to the office
of the addressee above.

21 [] [By Overnight Courier] By causing a true copy and/or original thereof to be
22 personally delivered via the following overnight courier service:_____.

23 I declare under penalty of perjury under the laws of the State of California that the foregoing
24 is true and correct, and that this declaration was executed on November 24, 2021, at Elk Grove,
California.

25 
26 Erika F. Collazo
27
28

EXHIBIT D

Plaintiff Christopher Hampton - Shimoda & Rodriguez Law, PC Costs

11/29/21	Payment to LWDA - PAGA Filing Fee	\$75.00
12/1/21	Payment to Court - Complaint	\$435.00
12/1/21	Payment to Court - Complex Fees	\$1,000.00
12/1/21	One Legal Fee - Complaint Filing	\$60.09
12/1/21	Administration/Copy Fee - Class Action - Phone, Fax, Scan, Copying, Westlaw Research Fees	\$500.00
12/3/21	One Legal Fee - Case Management Conference	\$12.35
12/20/21	ALS Fee - Complaint Service	\$100.00
1/7/11	One Legal Fee - Proof of Service of Summons	\$5.14
2/10/22	One Legal Fee - Notice of Firm Name Change	\$17.65
2/18/22	Payment to Court - Stipulation and Order	\$20.00
2/18/22	One Legal Fee - Stipulation and Order	\$18.35
3/2/22	One Legal Fee - First Amended Complaint	\$17.65
3/9/22	Payment to Court - Jury Fees	\$150.00
3/9/22	One Legal Fee - Notice of Depositing Jury Fees & Case Management Statement	\$22.18
4/15/22	Mediation Fee	\$7,725.00
6/27/22	Mediation Meal	\$50.95
8/1/22	Payment to Court - Preliminary Approval Motion	\$60.00
8/1/22	One Legal Fee - Preliminary Approval Motion	\$18.16
11/9/22	Payment to Court - Purchase Copies of Court Documents	\$6.60
Anticipated	Payment to Court - Final Approval Motion	\$60.00
Anticipated	One Legal Fee - Final Approval Motion	\$18.16
Anticipated	One Legal Fee - Compliance Declarations	\$70.00
		\$10,442.28

EXHIBIT E

EXHIBIT F

<u>TASK CATEGORY</u>	<u>Galen Shimoda</u>	<u>Justin Rodriguez</u>	<u>Brittany Berzin</u>
Pre-filing investigation, Pleadings, Admin Exhaustion. Includes time spent speaking with potential client. Initial client meeting and review of claims and documents, pre-filing investigation/research. Public record searches and review of public record documents. Interviewing witnesses. Drafting pleadings, tolling agreements, stipulations, administrative filings and court filings and communications with opposing counsel regarding same regarding same, internal communications regarding same (email or otherwise), communications with client regarding same.	4.0	8.8	18.8
Case Review, Management, Strategy Meetings. Includes time spent discussing general plan of action updates and strategies in weekly meetings, research and analysis regarding claims, case management conferences and related meet/confer, drafting of statements, and attendance for hearings. Communications with opposing counsel regarding same, communications with client regarding same.	6.7	12.3	6.6
Discovery (Non-Mediation Related). Includes time spent preparing discovery requests, Belaire Notices, Protective Orders, and meet and confer efforts. Communicate with client regarding same, communicate with opposing counsel regarding same. Includes legal research regarding same.	-	0.8	12.6
Discovery / Investigation for Mediation. Includes time spent preparing informal/formal discovery specifically geared towards mediation, reviewing informal mediation productions, including data, analyses, documents, public records, working with expert to analyze sample, and communications with client and opposing counsel regarding same.	-	19.3	15.1
Mediation / Settlement Conference. Includes time spent drafting mediation brief and accompanying exhibits, prepare for and attending mediation, drafting damages analysis, drafting notes for mediation, communications with client and mediator, communications with opposing counsel regarding same, solicit bids from settlement administrators, prepare MOU. Includes legal research relating to issues on day of mediation.	4.0	17.3	11.1
Drafting Settlement Agreements. Includes time spent preparing long form agreements and exhibits, revisions relating thereto, research regarding any approval procedures or issues regarding disputed terms. Communicating with client regarding same, communicating with opposing counsel regarding same.	-	4.8	8.1
Settlement Approval and Administration. Includes time spent drafting motion for preliminary approval and supporting declarations and order, supplemental briefing regarding approval, class data review, speaking with Settlement Administrator regarding calculations and distributions, analyze calculations and estimated disbursements, review notice updates and class member responses, drafting motion for final approval and supporting declarations and order, communicate with opposing counsel regarding same, communicate with client regarding same. Includes 10 hours for Brittany Berzin supervising final distributions and compliance with Court final approval order and compliance hearings	1.5	18.4	38.1
Total Per Billing Party:	16.2	81.7	110.4

1 Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
2 Brittany V. Berzin (Cal. State Bar No. 325121)
Shimoda & Rodriguez Law, PC
3 9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
4 Telephone: (916) 525-0716
Facsimile: (916) 760-3733

5 Attorneys for Plaintiff CHRISTOPHER HAMPTON

6
7
8 **SUPERIOR COURT OF CALIFORNIA**

9 **FOR THE COUNTY OF YOLO**

10
11 CHRISTOPHER HAMPTON, individually
12 and on behalf of all other similarly situated
employees,

13 Plaintiff,

14 vs.

15 UNLIMITED SECURITY SPECIALISTS,
16 INC., a California Corporation; and DOES 1 to
17 100, inclusive,

18 Defendants.

Case No. CV2021-2130

CLASS ACTION

**DECLARATION OF BRITTANY V. BERZIN
IN SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: December 23, 2022

Time: 9:00 a.m.

Dept.: 10

Judge: Hon. Samuel T. McAdam

Filed: December 3, 2021

FAC Filed: February 25, 2022

Trial Date: None Set

1 I, Brittany V. Berzin, declare:

2 1. I am an attorney at law duly admitted to practice before all the courts of the State of
3 California and an attorney of record for Plaintiff Christopher Hampton (“Plaintiff”) herein. I am
4 making this declaration on behalf of the named Plaintiff, the putative class members, and in support of
5 Plaintiff’s Motion for Final Approval of Class Action and PAGA Settlement (“Motion”). A true and
6 correct copy of the Joint Stipulation Regarding Class Action and PAGA Settlement and Release
7 (“Agreement”) in this matter is filed with this Motion as Exhibit A.

8 2. This case was brought as a wage and hour class action based on Plaintiff’s contention
9 that Defendant Unlimited Security Specialists Inc. (“Defendant”) failed to pay overtime wages, failed
10 to pay minimum wages, committed meal period violations, committed rest period violations, committed
11 wage statement violations, failed to pay all final wages, failed to reimburse expenses, engaged in unfair
12 competition, and failed to timely pay wages. Plaintiff also alleged liability for civil penalties under the
13 Private Attorneys General Act (“PAGA”). These claims were based on allegations that Defendant
14 violated California law by 1) paying Class Members under invalid alternative workweek agreements; 2)
15 failing to pay the correct overtime and double time hours for shifts worked outside of the regularly
16 scheduled alternative workweek and shifts over 12 hours in a day; 3) failing to pay Class Members for
17 all hours worked, including for hours worked in excess of eight in a day or forty hours in a workweek;
18 4) failing to authorize and permit all meal and rest periods; 5) failing to timely pay Class Members
19 wages in accordance with Labor Code section 204; 6) failing to reimburse Class Members for the use
20 of personal cellphones; 7) failing to pay Class Members all final wages upon separation of employment
21 in accordance with Labor Code sections 201, 202, and 203; and 8) failure to provide Class Members
22 with accurate itemized wage statements. The PAGA and unfair competition claims also derive from
23 these violations.

24 3. Plaintiff is the only named representative in this matter. From our initial investigations
25 of Plaintiff’s claims and documents, we believed these claims had merit and could be maintained as a
26 class action. We filed the action on or about December 3, 2021. Plaintiff exhausted administrative
27 remedies through the Labor and Workforce Development Agency (“LWDA”) prior to amending the
28 Complaint to add a PAGA cause of action. Plaintiff filed a notice with the LWDA on November 24,

2021, setting forth the facts and theories of liability. A true and correct copy of the notice filed with the LWDA is being filed with this Motion as Exhibit C. A copy of the notice was also sent to Defendant via certified mail and the \$75.00 filing fee was remitted to the LWDA at that time. There was no response by the LWDA regarding its intent to investigate the claims alleged in Plaintiff's notice for more than 65 days. As such, Plaintiff became authorized to commence a civil action under the PAGA and filed a First Amended Complaint on February 25, 2022. A true and correct copy of Plaintiff's operative Complaint is filed with this Motion as Exhibit B. A copy of the Complaint was uploaded to the LWDA on March 3, 2022, after we received an endorsed copy back from Court.

4. Currently, there is no trial date set. The Court set a class certification hearing date of December 14, 2022.

5. Defendant is represented in this matter by Fisher & Phillips LLP. From the beginning, Defendant has contested the merits of this case, the suitability of the case for class action or representative treatment, the manageability of the case at trial, and Plaintiff's ability to prove a violation in each pay period for each employee among other defenses and contentions it made challenging the propriety of this action. Defendant further contended, even assuming there was a finding supporting the imposition of PAGA penalties, that the Court would likely exercise its discretion to substantially reduce any such penalties owed based on evidence of good faith attempts to comply with California Labor Code obligations by Defendant. Notwithstanding its agreement to settle this matter, Defendant believes the practices Plaintiff is contending are unlawful either do not exist or, to the extent they do exist, fully comply with all state and federal employment laws with respect to Plaintiff and Class Members and Aggrieved Employees. Also, Defendant has contended that this matter is not appropriate for class certification outside of this proposed class settlement.

6. Based on the expected testimony from Plaintiff and Class Members, a review of all applicable versions of Defendant's relevant policies and procedures, employee handbooks, and other documents relating to the alleged claims, information on Class Members including, but not limited to, Class Members' pay periods worked during the Class Period, Aggrieved Employees' pay periods worked during the PAGA Period, total number of Class Members and Aggrieved Employees, as well as timecard data and payroll reports for a randomly selected sample of Class Members and Aggrieved

1 Employees, the scope of the potential damages to Plaintiff and Class Members in light of the claims
2 alleged, the uncertainty in the law with regard to certification, and the negotiations that have taken place,
3 I am convinced that the proposed settlement is in the best interest of the class. The length and risks of
4 trial and other normal perils of litigation that impact the value of the claims were also considered and
5 weighed in reaching the Agreement. In addition, I carefully considered the prospect of potential class
6 certification issues as well as the uncertainty of class certification, the difficulties of complex litigation,
7 and the lengthy process of establishing specific damages and various possible delays and appeals in
8 agreeing to the proposed settlement. I further considered the fact that penalties under the PAGA could
9 be substantially cut at the discretion of the Court even if Plaintiff was successful on proving those claims
10 and there was risk that a Court could find no willfulness in the failure to pay wages at separation, which
11 would eliminate the value of the waiting time penalty claim entirely. Overall, I believe it is more
12 beneficial to secure a guaranteed benefit to the class now rather than to proceed with litigation and
13 potentially obtain zero funds to the class due to legal or factual issues in the case.

14 7. My office, including the partners Galen T. Shimoda and Justin P. Rodriguez, our
15 paralegals, and myself, along with Plaintiff's assistance, thoroughly investigated the merits of the claims
16 and potential damages for such claims. The parties engaged in informal discovery and an exchange of
17 documents, including a representative sampling of employee data, such as timecard data, payroll reports,
18 and relevant handbooks and policies for the entirety of the statute of limitations applicable to the alleged
19 claims. The discovery covered all aspects of the asserted claims, including certification issues, merits
20 issues, damages, the scope and configuration of Class Members and Aggrieved Employees, the content
21 and implementation of the wage and hour policies at issue, issues relating to manageability concerns at
22 trial, among other relevant areas. From this production we were able to determine information critical to
23 a reliable damages analysis such as the average hourly rate, average daily hours worked, average
24 number of workweeks and pay periods that had potential violations based on the asserted claims, the
25 frequency with which violations occurred in a given week and/or pay period, and the number of former
26 employees. This information allowed my office to assess both liability and damages and create an
27 accurate damages model. Plaintiff assisted in all aspects of this litigation including providing factual
28 information relating to Plaintiff's and Class Members' and Aggrieved Employees' employment

1 conditions, providing a substantial number of documents, providing witness contact information, and
2 answering questions regarding Defendant's factual contentions in this matter. This was important
3 because it directly related to our ability to maintain this case as a class action and our ability to obtain a
4 favorable settlement for the class.

5 8. Throughout this litigation our office had numerous communications with Defendant's
6 Counsel discussing our respective positions. The parties engaged in mediation on June 27, 2022 using
7 an experienced mediator, Steven G. Pearl, Esq. It was only after approximately seven months of
8 extensive, arm's length negotiations that the parties were able to reach a settlement, which only occurred
9 after a full-day mediation. The negotiations were at all times contentious and adversarial, though still
10 professional in nature.

11 9. The parties reviewed and analyzed substantial amounts of data regarding the class
12 claims. Based on our analysis and review of all relevant documents and Class Member and Aggrieved
13 Employee information, I have determined that the maximum damages for the asserted class claims is
14 approximately \$6,845,626.83, which includes civil penalties under the PAGA. The likely exposure for
15 PAGA penalties is approximately \$3,671,426.40 based on the counts alleged to the LWDA and the
16 class data. Based on our research, we did not find any prior Labor Commissioner or court decisions
17 that stated Defendant's practices and/or policies were improper. As such, a "subsequent violation" may
18 not be found for penalty calculation purposes and the exposure analysis here is based on an "initial
19 violation" valuation being adopted by any fact finder if this matter went to trial.

20 10. However, I believe the PAGA penalties in this case may be reduced due to the fact that
21 the penalties would be in addition to amounts owed for substantive violations and much of the penalties
22 are based on violations due to technical non-compliance with the Labor Code. Furthermore, Defendant
23 produced a substantial number of documents that a Court may find demonstrates a good faith attempt at
24 compliance that merits the reduction of civil penalties. Courts regularly cut civil penalties on PAGA
25 claims where statutory penalties for the same violations are assessed as well. Courts are statutorily
26 authorized to use discretion to reduce penalties and the range of discretion used varies substantially.
27 *See Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012) (30% reduction);
28 *Fleming v. Covidien, Inc.*, 2011 U.S. DIST. LEXIS 154590, *9 (C.D. Cal. 2011) (82% reduction).

1 Thus, civil penalties may be cut to approximately \$660,856.75 (82% reduction) or lower given the
2 derivative recovery. Taking this into account, the likely recovery if Plaintiff was successful at trial on
3 proving all the substantive class damages plus civil penalties after a reduction of the PAGA penalties
4 would be approximately \$3,801,037.19. Taking this into account, Plaintiff's \$350,000.00 gross
5 recovery under the Agreement represents approximately 9.2% of the maximum likely value in this
6 matter. After deducting from the Gross Settlement Amount the proposed allocations for attorneys' fees
7 (\$122,500) and costs (\$10,442.28), any Enhancement Payment to the Class Representative (\$15,000),
8 Claims Administrator Costs (\$9,500), and the 75% portion of the PAGA Payment to the LWDA
9 (\$7,500), the net recovery under the Agreement (\$185,057.72) represents approximately 4.9% of the
10 maximum likely value in this matter. Based on the final numbers from the administrator, the average
11 recovery for Class Members is approximately \$281.29 and the highest recovery is approximately
12 \$2,370.42. I believe the Agreement represents a reasonable compromise of claims based on the legal
13 and factual disputes in this case. The ability to secure a guaranteed settlement now and ensure Class
14 Members receive some compensation, rather than proceed to further litigation and potentially recover
15 nothing, was a motivating factor in reaching this Agreement.

16 11. In agreeing to represent Plaintiff and take on the case for all Class Members, our office
17 agreed to take this case on a contingency basis, meaning that we would take a percentage of any
18 settlement or judgment should we recover a monetary amount. We took a risk that we would not
19 recover any money in this matter if we were unsuccessful at trial. We also took on the risk that the case
20 may be subject to an unfavorable summary judgment ruling. However, we believe it is important to
21 make sure employees are able to find affordable representation in order to ensure that employers are
22 complying with all their legal obligations towards employees and paying employees all their hard-
23 earned wages.

24 12. I am an associate at Shimoda & Rodriguez Law, PC. Our law firm is a boutique law
25 practice that focuses primarily on employment litigation, emphasizing wage and hour litigation. I
26 attended and graduated college from U.C. Davis, receiving a Bachelor of Arts in Psychology. I
27 received my J.D. from the University of the Pacific McGeorge School of Law. I joined Shimoda &
28 Rodriguez Law, PC as a law clerk in February 2015 where I gained civil litigation experience working

on individual, class action and PAGA employment cases throughout law school. I also participated in an employment law clinic in 2015 and 2016 that helps low-income workers by providing free legal consultations, advising employees of their legal remedies on a variety of matters (*e.g.*, wage and hour, discrimination/harassment, California leave laws, unemployment, workers' compensation, retaliation, and wrongful termination, etc.), preparing wage claims, and providing representation in wage claims before the California Labor Commissioner. From 2016-2017, I completed an externship at the Federal Public Defenders Office as a Certified Law Student where I obtained discovery, completed legal research, drafted motions, negotiated plea deals, represented clients in a variety of hearings (*e.g.*, arraignments, motion hearings, sentencing hearings, etc.), and defended a client against five misdemeanor charges in a jury trial in the United States District Court for The Eastern District of California. I was also a member of the nationally recognized McGeorge Mock Trial Team and went on to coach a high school Mock Trial team in 2018 after graduating from law school. In May 2017, I graduated from the University of the Pacific, McGeorge School of Law with Great Distinction and was inducted into the Order of the Coif, graduating in the top 10% of my class. I received the Witkin Award for Academic Excellence in Legal Research and Writing, Civil Procedure, Bankruptcy, and Criminal Procedure. From 2020 to present, I have been recognized as a Super Lawyer (Rising Star). I have been a member of the executive committee of the Sacramento County Bar Association Labor & Employment Section since January 2020, serving as Co-Chair of the committee in 2021. I have over seven years of experience working on civil litigation and employment law matters. Most of that experience has been specific to analyzing and litigating wage and hour claims. As an associate, I have worked on a variety of individual, class action, and PAGA cases involving wage and hour claims, such as failure to pay overtime, failure to pay minimum wages, failure to provide meal and rest periods, failure to pay reimbursement expenses, unlawful deductions, failure to keep accurate time records, failure to provide paid sick leave, failure to pay all wages upon separation, unfair competition, breach of contract, independent contractor misclassification, and salaried misclassifications. Some of the class action and/or PAGA cases I am litigating and/or have litigated as lead or co-counsel include the following:

- 1 • *Arosemena v. Ranchhodrai, Inc., et al.*, Case No. STK-CV-UOE-2019-15963 (San Joaquin
- 2 Sup. Ct.);
- 3 • *Arroyo v. Epic Home Solar*, Case No. 34-2021-00310634 (Sac. Sup. Ct.);
- 4 • *Balli v. Brown Box Investments, Inc., et al.*, Case No. 34-2018-00232656 (Sac. Sup. Ct.);
- 5 • *Barkhousen, et al. v. Bank of Stockton*, Case No. STK-CV-UOE-2019-17145 (San Joaquin
- 6 Sup. Ct.);
- 7 • *Barrios v. American Property Management, Inc.*, Case No. 1:18-cv-00352-AWI-SKO (E.D.
- 8 Cal.);
- 9 • *Blair v. Clark Wagaman Designs*, Case No. 34-2021-00313156 (Sac. Sup. Ct.);
- 10 • *Callahan v. Creative Alternatives, Inc., et al.*, Case No. 2027518 (Stanislaus Sup. Ct.);
- 11 • *Collazo v. T.O.P. Marketing Group, Inc.*, Case No. 34-2022-00314092 (Sac. Sup. Ct.);
- 12 • *Cristobal v. BAT Residential Services, Inc.*, Case No. FCS056331 (Solano Sup. Ct.);
- 13 • *Coronado v. MGD, Inc.*, Case No. STK-CV-UOE-2021-893 (San Joaquin Sup. Ct.);
- 14 • *Estrada v. MAD Security Services, Inc.*, Case No. 34-2021-00300627 (Sac. Sup. Ct.);
- 15 • *Ferreira v. Point Digital Finance, Inc., et al.*, Case No. 20CV373776 (Santa Clara Sup. Ct.);
- 16 • *Finance of America Wage And Hour Cases*, Case No. JCCP 5081 (Orange County Sup. Ct.);
- 17 • *Gomez, et al. v. Kleary Masonry, Inc.*, Case No. 34-2020-00278067 (Sac. Sup. Ct.);
- 18 • *Gonzalez v. Northcentral Pizza, LLC, et al.*, Case No. 34-2019-00252018 (Sac. Sup. Ct.);
- 19 • *Gordon, et al. v. Hospice Source, LLC*, Case No. 34-2019-00250022 (Sac. Sup. Ct.);
- 20 • *Green v. Warden Security Associates, Inc.*, Case No. 22CV396140 (Santa Clara Sup. Ct.);
- 21 • *Hercules, et al. v. Maximus Services, LLC*, Case No. 34-2019-00268385 (Sac. Sup. Ct.);
- 22 • *Insixiengmay v. Hyatt Corporation*, Case No. 2:18-cv-02993-TLN-DB (E.D. Cal);
- 23 • *Kurtz v. Perimeter Security Group, LLC, et al.*, Case No. CU19-083650 (Nevada Sup. Ct.);
- 24 • *Leong-Call v. MRB Foods, Inc.*, Case No. 34-2020-00287486 (Sac. Sup. Ct.);
- 25 • *Magat v. Medical Care Professionals, Inc., et. al.*, Case No. SCV0042579 (Placer Sup. Ct.);
- 26 • *Mayorga v. Brown Strauss, Inc.*, Case No. STK-CV-UOE-2020-0010906 (San Joaquin Sup.
- 27 Ct.);
- 28 • *McGhee v. Salute Incorporated*, Case No. 34-2022-00315317 (Sac Sup. Ct.);

- *McMahon v. Airco Mechanical, Inc.*, Case No. 34-2019-00259269 (Sac. Sup. Ct.);
- *Meals v. Grass Valley Extended Care, Inc., et al.*, Case No. CU19-083606 (Nevada Sup. Ct.);
- *Munoz v. Wilmor And Sons Plumbing And Construction*, Case No. 34-2021-00306609 (Sac. Sup. Ct.);
- *Neufield v. Professional Transportation, Inc.*, Case No. 34-2021-00309849 (Sac. Sup. Ct.);
- *Ruiz v. CTE Cal, Inc.*, Case No. 34-2020-00289168 (Sac. Sup. Ct.);
- *Saavedra, et al. v. SMF Global, Inc.*, Case No. 34-2018-00243363 (Sac. Sup. Ct.);
- *Scarano v. J.R. Putman, Inc., et al.*, Case No. 34-2018-00244753 (Sac. Sup. Ct.);
- *Scoggins, et al. v. Energy Star Construction, Inc.*, Case No. 34-2018-00243048 (Sac. Sup. Ct.);
- *Strawn v. Bridgestone Retail Operations, LLC*, Case No. 34-2018-00242049 (Sac. Sup. Ct.);
- *Sullivan v. National Response Corporation*, Case No. 34-2018-00244757 (Sac. Sup. Ct.);
- *Tracy v. Von Housen's Sacramento, Inc.*, Case No. 34-2020-00282778 (Sac. Sup. Ct.);
- *Uribe v. Ecoguard Pest Management, Inc.*, Case No. 34-2021-00300650 (Sac. Sup. Ct.);
- *Vasquez v. Chriswell Home Improvements, Inc.*, Case No. 34-2021-00305938 (Sac. Sup. Ct.);
- *Villarruel, et al. v. General Produce Company, et al.*, Case No. 34-2021-00311463 (Sac. Sup. Ct.);
- *Walker v. Yan Kalika Dental Corporation*, Case No. 34-2021-00305106 (Sac. Sup. Ct.); and
- *Webb v. Professional Healthcare At Home, LLC*, Case No. FCS055317 (Solano Sup. Ct.).

13. The preceding list of cases does not include those where, for a variety of reasons, the case was initially filed as a class and/or PAGA action, but did not maintain that status through the end of the case.

14. Justin P. Rodriguez, Esq., also worked with me on this matter and was critical in assisting with all aspects of the litigation of this case. Mr. Rodriguez attended and graduated college from U.C. Davis, receiving a Bachelor of Arts in Philosophy and the Departmental Citation for Academic Achievement in the Philosophy program. He was one of only two recipients of this award

1 out of the entire Philosophy Department. After U.C. Davis, Mr. Rodriguez attended the University of
2 the Pacific, McGeorge School of Law, graduating in 2011 and receiving a Juris Doctorate. He
3 graduated in the top 20% of his class and was a member of the Traynor Honor Society at McGeorge.
4 Other academic achievements of his include receiving a Witkin Award (top grade) in his legal research
5 and writing course, a Witkin Award in complex civil litigation, being a member of the Dean's List from
6 2008 to 2011, being a Legislative Staff Writer for the *McGeorge Law Review* from 2009–2010, being
7 an Associate Comment Editor for the *Pacific McGeorge Global Business & Development Law Journal*
8 from 2010–2011, and being selected as a Sacramento County Bar Association Diversity Fellow in
9 2009. Mr. Rodriguez was also a member of the Employment and Labor Law Society and an officer for
10 the Latino Law Students Association from 2009 to 2010.

11 15. Mr. Rodriguez was an associate of the Shimoda Law Corp from 2011 to 2016 and
12 became a partner in 2017. Shimoda Law Corp. became Shimoda & Rodriguez Law, PC, in 2022.
13 Since 2017, he has received an AV Preeminent rating from Martindale-Hubbell for his legal ability and
14 ethical standards. From 2018 to present, he has been recognized as a Super Lawyer (Rising Star). In
15 September 2018, he was a panel speaker for the Sacramento County Bar Association Labor and
16 Employment Law Section's presentation of "*Epic Systems*, PAGA, and the Future of Employment
17 Arbitration in California." In July 2020, he was a panel speaker for the Association of Defense
18 Counsel of Northern California & Nevada presentation of "Class Actions and PAGA Claims." His
19 practice focuses on complex civil litigation, including wage and hour class actions, PAGA claims, and
20 Fair Labor Standards Act ("FLSA") claims. He is actively involved in most of the complex litigation
21 handled by our firm. Class and/or PAGA actions he has litigated or is currently litigating, including the
22 instant case, includes, but is not limited to, the following:

- 23 • *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- 24 • *Adams-Angway v. Placer Title Company, et al.*, Case No. SCV0040845 (Placer Sup. Ct.);
- 25 • *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- 26 • *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- 27 • *Aslam v. American Custom Private Security, Inc.*, Case No. STK-CV-UOE-2018-0012080
28 (San Joaquin Sup. Ct.);

- 1 • *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- 2 • *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- 3 • *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac.
- 4 Sup. Ct.);
- 5 • *Barkhausen v. Bank of Stockton*, Case No. STK-CV-UOE-2019-17145 (San Joaquin Sup.
- 6 Ct.);
- 7 • *Benak v. MDStat Urgent Care, Inc.*, Case No. 34-2015-00188181 (Sac. Sup. Ct.);
- 8 • *Bigornia v. Quest Diagnostics Clinical Laboratories, Inc., et al.*, Case No. 34-2019-
- 9 00271174 (Sac. Sup. Ct.);
- 10 • *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup.
- 11 Ct.);
- 12 • *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup.
- 13 Ct.);
- 14 • *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac.
- 15 Sup. Ct.);
- 16 • *Castorena v. Flowmaster, Inc.*, Case No. CV18-2191 (Yolo Sup. Ct.);
- 17 • *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup.
- 18 Ct.);
- 19 • *Carr, et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- 20 • *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-
- 21 00209613 (Sac. Sup. Ct.);
- 22 • *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- 23 • *Cress, et al. v. Mitsubishi Chemical Carbon Fiber and Composites, Inc.*, Case No. 34-2017-
- 24 00222101 (Sac. Sup. Ct.);
- 25 • *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.);
- 26 • *Ferreyra v. Point Digital Finance, Inc., et al.*, Case No. 20CV373776 (Santa Clara Sup. Ct.);
- 27 • *Foye v. The Golden 1 Credit Union*, Case No. 34-2018-00235003 (Sac. Sup. Ct.);
- 28 • *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);

- *Garcia v. Royal Plywood Company, LLC, et al.*, Case No. 34-2017-00221627 (Sac. Sup. Ct.);
- *Gomes v. Progressive Casualty Insurance Company*, Case No. 34-2018-00241979 (Sac. Sup. Ct.);
- *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- *Gonzalez v. Northcentral Pizza, LLC, et al.*, Case No. 34-2019-00252018 (Sac Sup. Ct.);
- *Gordon, et al. v. Hospice Source, LLC, et al.*, Case No. 34-2019-00250022 (Sac. Sup. Ct.);
- *Gotts v. John L. Sullivan Chevrolet, Inc.*, Case No. 34-2018-00231576 (Sac Sup. Ct.);
- *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- *Hellum v. AI Protective Services, LLC, et al.*, Case No. 34-2018-00234449 (Sac. Sup. Ct.);
- *Hercules v. Maximus Services, LLC, et al.*, Case No. 34-2019-00268385 (Sac Sup. Ct.);
- *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac. Sup. Ct.);
- *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- *Insixiengmay v. Hyatt Corporation, et al.*, Case No. 2:18-cv-02993-TLN-DB (E.D. Cal.);
- *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- *McMahon v. Airco Mechanical, Inc.*, Case No. 34-2019-00259269 (Sac. Sup. Ct.);
- *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- *Nguyen v. Cardinal Health Pharmacy Services, LLC, et al.*, Case No. 2:19-cv-01939-KJM-EFB (E.D. Cal.);
- *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- *Roberts v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-00082201 (Sac Sup. Ct.);
- *Salas, et al. v. Joint Ventures, LLC, et al.*, Case No. 34-2018-00227493 (Sac. Sup. Ct.);
- *Salmon v. Ovarions Fanfare, L.P., et al.*, Case No. 34-2018-00244749 (Sac. Sup. Ct.);
- *Scarano v. J.R. Putman, Inc.*, Case No. 34-2018-00244753 (Sac. Sup. Ct.);

- *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- *Sullivan v. National Response Corporation*, Case No. 34-2018-00244757 (Sac. Sup. Ct.);
- *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. 34-2017-00211553 (Sac. Sup. Ct.);
- *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.); and
- *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

16. The preceding list of cases does not include those where, for a variety of reasons, the case was initially filed as a class and/or PAGA action, but did not maintain that status through the end of the case. I am requesting attorneys' fees and costs pursuant to the common fund doctrine as I believe it to be applicable to the present case pursuant to *Serrano v. Priest*, 20 Cal.3d 25, 34-35 (1977), *Laffitte v. Robert Half Internat. Inc.*, 1 Cal.5th 480 (2016), and *Paul, Johnson, Alston & Hunt v. Graulity*, 886 F.2d 268, 271 (9th Cir. 1989). Plaintiff and our firm have been able to secure an identifiable benefit on behalf of the class and equity counsels that the cost of the representation should be born equally amongst all class members receiving these benefits. The settlement recovery provides an excellent result and is the product of substantial time and effort in analyzing the facts and law applicable to this case. I agreed to take this case on a contingency basis and as a class action with the possibility that I would not receive any compensation for my time and efforts due to issues regarding the merits and/or certification and have carried that risk over the course of the case. I have reviewed fee arrangements and Court ordered fee awards in similar class cases and I believe that the thirty-five percent (35%) fee request is within the accepted ranges and reasonable in light of the results obtained for the putative class, which is an average recovery of \$281.29 and maximum recovery of \$2,370.42. In my experience with contingency cases in employment law cases, the typical percentage negotiated between parties ranges from thirty-five to forty percent (35% to 40%) in individual litigation. In class action litigation, my experience in my own firm and working with several other firms has been that the typical percentage negotiated between parties and approved by a court ranges from thirty to forty percent (30% to 40%) based on the same factors. I have also reviewed several recent Federal District Court Cases where the Court has approved common fund based fee requests. These cases include *In re*

1 *Activision Sec. Litigation*, 723 F.Supp. 1373, 1379 (N.D. Cal. 1989), *Watson v. Raytheon Company*,
2 USDC Southern District, Case No. 3:10-cv-0063, *Dirienzo v. Dunbar Armored, Inc.*, USDC Southern
3 District, Case No. 3:09-cv-02745, *Green, et al. v. Penske Logistics, L.L.C., et al.*, USDC Southern
4 District, Case No. 3:09-cv-00069, *Benitez et al. v. Wilbur*, USDC Eastern District, Case No. 1:08-cv-
5 01122, *Chavez et al. v. Petrissans et al.*, USDC Eastern District, Case No. 1:08-cv-00122, and *Willis et*
6 *al. v. Cal-Western Transport*, USDC Eastern District, Case No. 1:00-cv-05695, which are cited in
7 Plaintiff's Memorandum of Points and Authorities. I believe my request of \$122,500.00 (approximately
8 35%) for attorneys' fees is justified given the results obtained on behalf of the class. Moreover, at this
9 time, my firm has advanced all costs for Plaintiff and Class Members and has not received any
10 compensation whatsoever for our time expended in this case. The expected costs through final
11 approval are \$10,442.28. Attached as Exhibit D is a true and correct copy of the costs incurred prior to
12 the filing of this Motion and the expected costs incurred through the final approval and fairness
13 hearing. The difference in the actual costs and the \$15,000 allocated under the Agreement will be
14 added to the Net Settlement Amount.

15 17. A lodestar cross check validates the fee request in this case. A true and correct copy of a
16 summary of the tasks my firm completed, and the hours expended completing them is attached to this
17 declaration as Exhibit F. This summary was created from time entries in our firm's timekeeping and
18 billing software. Our firm uses software that tracks our time in 1/10 of an hour increments. I have
19 reviewed the time entries and summary thereof and believe all entries to be accurate. A summary of the
20 entries in Exhibit F by timekeeper is as follows:

<u>Timekeeper</u>	<u>Hours</u>	<u>Lodestar</u>
Justin P. Rodriguez	81.7	\$51,062.50
Galen T. Shimoda	16.2	\$11,745.00
Brittany V. Berzin	110.4	\$42,920.00
TOTALS:		109,727.50

1 This summary includes approximately 10 additional hours of anticipated time spent preparing for and
2 attending the final approval hearing, addressing any class member inquiries, and monitoring payments
3 under the Agreement.

4 18. I regularly practice law in the greater Sacramento area, Bay area, Central Valley, and
5 Chico/Redding area in California state courts and have practiced law in federal courts, including the
6 Eastern District. I have also, on occasion, practiced law in Southern California. My firm was recently
7 awarded fees in Sacramento County, which is near Yolo County and is also in the Eastern District of
8 California. In November 2022 in a wage and hour class action in Sacramento County (*Strawn, et al. v.*
9 *Bridgestone Retail Operations, LLC*, Case No. 34-2018-00242049), my hourly rate of \$425 was found
10 to be reasonable. In this same case, Mr. Rodriguez's hourly rate of \$625 was found to be reasonable
11 and Mr. Shimoda's hourly rate of \$725 was found to be reasonable. *See Missouri v. Jenkins by Agyei*,
12 491 U.S. 274, 283 (1989) (finding it is appropriate to award fees at the hourly rate in effect at the time
13 of the fee request).

14 19. We are requesting a fee award of 35% of the gross settlement (*i.e.*, \$122,500). This
15 request is reasonable considering our lodestar of \$109,727.50, which results in a 1.1 multiplier. *See*
16 *Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480 (2016) (finding the trial court did not abuse its
17 discretion in approving a fee award of 1/3 of the common fund, cross-checked against a lodestar
18 resulting in a multiplier of 2.03 to 2.13). We rely on attorneys' fee awards in order to continue working
19 to ensure enforcement of California wage and hour protections. Recovery of our full lodestar is
20 necessary to compensate for the risk undertaken in contingency cases in general and class action cases
21 in particular. Otherwise, we could not continue to represent employees who are denied wages, but
22 whose cases may be time-consuming and difficult to prove. There have been many class cases we have
23 litigated where ultimately, we get zero for our time because we are unable to meet certification
24 requirements, or the company becomes financially insolvent. I believe our fee request is reasonable
25 and appropriate to compensate for the risk undertaken in this case considering what has been awarded
26 in other class litigation cases. *See Wershba v. Apple Comput., Inc.*, 91 Cal. App. 4th 224, 255 (2001)
27 ("Multipliers can range from 2 to 4 or even higher").

28 //

1 20. I have used several class action administrator companies in the wage and hour class
2 actions I have resolved in the past and believe ILYM, Inc. will provide the best service to administer
3 the class settlement. The expected costs for ILYM, Inc. administering the class settlement are
4 \$9,500.00. The difference between the actual costs and \$15,000.00 originally allocated will be added
5 to the Net Settlement Amount.

6 21. A copy of the Agreement and this Motion were submitted to the LWDA for review at
7 the same time the Motion was submitted to the Court pursuant to California Labor Code section
8 2699(1)(2). A true and correct copy of documents demonstrating the settlement documents were
9 provided to the LWDA and that the LWDA has confirmed receipt are being filed with this Motion as
10 Exhibit E.

11 I declare under penalty of perjury under the laws of the State of California that the foregoing is
12 true and correct. Executed this 28th day of November 2022 in Lodi, California.

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Brittany V. Berzin

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Brittany V. Berzin (Cal. State Bar No. 325121)
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Telephone: (916) 525-0716
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Attorneys for Plaintiff CHRISTOPHER HAMPTON

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF YOLO

CHRISTOPHER HAMPTON, individually
and on behalf of all other similarly situated
employees,

Plaintiff,

vs.

UNLIMITED SECURITY SPECIALISTS,
INC., a California Corporation; and DOES 1 to
100, inclusive,

Defendants.

Case No. CV2021-2130

CLASS ACTION

**DECLARATION OF CHRISTOPHER
HAMPTON IN SUPPORT OF PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA SETTLEMENT**

Date: December 23, 2022

Time: 9:00 a.m.

Dept.: 10

Judge: Hon. Samuel T. McAdam

Filed: December 3, 2021

FAC Filed: February 25, 2022

Trial Date: None Set

1 I, Christopher Hampton, declare:

2 1. I am a competent adult, I have personal knowledge of the facts set forth in this
3 declaration, and I am making this declaration on behalf of myself, as a named plaintiff, and in support
4 of Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement.

5 2. I worked for Defendant Unlimited Security Specialists, Inc. ("Defendant") from
6 approximately October 12, 2020 to August 31, 2021 as a non-exempt employee. I was subject to all of
7 Defendant's policies and practices that have been alleged as unlawful in the Complaint and the notice
8 sent to the Labor and Workforce Development Agency, including the following: failure to pay overtime
9 wages, failure to pay minimum wages, failure to provide meal periods or pay premiums in lieu thereof,
10 failure to provide rest periods or pay premiums in lieu thereof, failure to provide accurate wage
11 statements, failure to pay final wages, failure to pay reimbursements for business expenses, failure to
12 maintain accurate records, and untimely payment of wages.

13 3. I have actively participated in the litigation of this case. I have given a detailed account
14 of all the facts related to my employment and the claims asserted in the Complaint. I provided
15 documentation in support of the claims brought against Defendant including my hiring packet,
16 timekeeping and payroll policies, electronic time records, communications with Defendant, and
17 timesheets and payroll records. I also provided contact information for witnesses. I met with and
18 assisted my attorneys in understanding the documents and providing context for Defendant's wage and
19 hour and payroll processes as they applied to me and how I believed they applied to Defendant's other
20 employees.

21 4. My attorneys explained to me the risks and benefits of bringing a class action and a
22 claim under the Private Attorneys General Act. I understood that I took on the risk, both professionally
23 and financially, in pursuing the case as a class and representative action rather than pursuing my claims
24 individually. I understood that pursuing the case as a class action meant that it would take substantially
25 longer than pursuing a claim with the California Labor Commissioner and that I risked getting nothing
26 in the end, but I believed it was important to make sure that Defendant followed the law for everyone.

27 5. I maintained communication with my attorneys throughout the litigation, discussing the
28 facts and policies at issue in the case. I asked questions when I needed clarification about various

1 aspects of this case to make sure there were continually steps taken to advance the interests of the class.
2 I also understood that the recovery in this case was for the benefit of my fellow coworkers, not just for
3 me. When my attorneys contacted me asking for more information or documents related to the case, I
4 made myself available and tried to give or obtain any additional information I could. I participated in
5 the negotiations and settlement discussions in this case, including participating in mediation by phone,
6 speaking with my attorney to answer questions, providing any additional information needed to assist
7 the negotiations, and discussing the potential terms of the Agreement to evaluate its adequacy. I
8 estimate that in total I have spent approximately 40 hours searching for and collecting documents,
9 providing information about witnesses, speaking with my attorneys about the claims, helping my
10 attorneys prepare for mediation, participating in the mediation by telephone, and discussing the
11 reasonableness of the settlement.

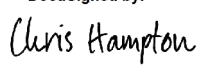
12 6. I have reviewed the final Joint Stipulation of Class Action and PAGA Settlement and
13 Release, discussed the terms with my attorneys, and asked my attorney any questions I had. I believe
14 the settlement terms and allocations are fair and reasonable given the facts of the case.

15 7. As a Class Representative, I took on the risk of having to pay Defendant's costs if we
16 were unsuccessful in bringing our claims.

17 8. I understand that any Class Representative Enhancement Payment I may receive is for
18 my participation as a Class Representative and it is not contingent on my support or approval of the
19 Agreement. I do not believe I have any conflicts with any Class Members.

20 I declare under penalty of perjury under the laws of the State of California that the foregoing is
21 true and correct. Executed this 28 of November 2022 in Davis, California.

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DocuSigned by:

E4E6DA0F8EBC4D9...
Christopher Hampton

1 Galen T. Shimoda (Cal. State Bar No. 226752)
2 Justin P. Rodriguez (Cal. State Bar No. 278275)
3 Brittany V. Berzin (Cal. State Bar No. 325121)
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8 Facsimile: (916) 760-3733
9
10 Attorneys for Plaintiff CHRISTOPHER HAMPTON
11

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF YOLO**
14

15 CHRISTOPHER HAMPTON, individually
16 And on behalf of all other similarly situated
17 employees,

18 Plaintiff,

19 vs.

20 UNLIMITED SECURITY SPECIALISTS,
21 INC., a California Corporation; and DOES 1 to
22 100, inclusive,

23 Defendants.
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Case No. CV2021-2130

**DECLARATION OF MAKENNA SNOW
OF ILYM GROUP, INC., IN SUPPORT
OF MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: December 23, 2022
Time: 9:00 a.m.

Judge: Samuel T. McAdam
Dept.: 10

1 I, Makenna Snow declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Claims Administrator for the above captioned *Hampton v.*
6 *Unlimited Security Specialists, Inc.* matter. I am authorized to make this declaration on behalf of
7 ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to
8 testify, I could and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and claims administration, pursuant to the
15 terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
17 *Notice of Pendency of Class Action Settlement and Final Hearing* (referred to as “Notice Packet”);
18 (b) receiving and processing requests for exclusion; (c) resolving Settlement Class Members’
19 disputes over the number of workweeks Defendants have record of them working during the Class
20 Period, which was pre-printed on their individualized Class Notice; (d) calculating individual
21 settlement award amounts; (e) processing and mailing settlement award checks; (f) handling tax
22 withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax returns
23 and other applicable tax forms; (h) handling the distribution of any unclaimed funds pursuant to
24 the terms of the Settlement; and (i) performing other tasks as the Parties mutually agree to and/or
25 the Court orders ILYM Group to perform.

26 4. On August 29, 2022, ILYM Group received the Court approved text for the Notice
27 Packet from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Notice Packet,
28 which was approved by the Parties’ Counsel prior to mailing.

1 5. On September 15, 2022, ILYM Group received the class data files from Counsel
2 for Defendants, which contained the name, social security number, last known mailing address,
3 employment dates, and the total number of applicable workweeks and pay periods worked for each
4 Settlement Class Member. The data file was uploaded to our database and checked for duplicates
5 and other possible discrepancies. The Class List contained 650 individuals.

6 6. As part of the preparation for mailing, all 650 names and addresses contained in the
7 Class List were then processed against the National Change of Address (“NCOA”) database,
8 maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming
9 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
10 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
11 address was found in the NCOA database, the updated address was used for the mailing of the
12 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
13 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

14 7. On September 29, 2022, the Notice Packet was mailed, via U.S First Class Mail, to
15 all 650 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
16 copy of the mailed Notice Packet.

17 8. As of the date of this declaration, 29 Notice Packets have been returned to our office.
18 Of the 29 returned Notice Packets, 2 were returned with a forwarding address and promptly re-
19 mailed to the forwarding address provided. ILYM Group performed a computerized skip trace on
20 the 27 returned Notice Packets that did not have a forwarding address, in an effort to obtain an
21 updated address for purpose of re-mailing the Notice Packet. As a result of this skip trace, 20
22 updated addresses were obtained and the Notice Packet was promptly re-mailed to those Settlement
23 Class Members, via U.S First Class Mail.

24 9. As of the date of this declaration, a total of 22 Notice Packets have been re-mailed.
25 Specifically, 2 were re-mailed as a result of a forwarding address provided by the USPS, 20 have
26 been re-mailed as a result of ILYM Group’s skip tracing efforts.

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10. As of the date of this declaration, a total of 7 Notice Packets have been deemed undeliverable as no updated address was found notwithstanding the skip tracing.

11. As of the date of this declaration, ILYM Group has received 1 request for exclusion from Joshua Valdivia. However, this individual is an Aggrieved Employee and will still receive his share of the PAGA Payment. The deadline to request exclusion from the Settlement was November 13, 2022.

12. As of the date of this declaration, ILYM Group has not received any objections to the Settlement. The deadline to file an objection to the Settlement was November 13, 2022.

13. As of the date of this declaration, ILYM Group will report a total of 649 Participating Class Members, representing 99.85% of the 650 Settlement Class Members.

14. Participating Class Members will receive a proportional share of the Net Settlement Fund through individual settlement payments, based on the number of workweeks worked by Class Members during the Class Period. The Net Settlement Amount is the amount remaining after deduction of the Court-approved payments from the Gross Settlement Amount for Class Counsel Fees and Litigation Costs, the Class Representative Enhancement Award, Settlement Administration Fees to ILYM Group, and the PAGA allocation, e.g.,

Gross Settlement Amount	\$350,000.00
Class Counsel Fees	\$122,500.00
Class Counsel Litigation Costs	\$10,442.28
Enhancement Award- Christopher Hampton	\$15,000.00
Administration Fees	\$9,500.00
LWDA Payment (75% of PAGA Payment)	\$7,500.00
Aggrieved Employees (25% of PAGA Payment)	\$2,500.00
Net Settlement Amount (estimated)	\$182,557.72

To determine a Participating Class Member's individual settlement award payment, the distribution shall be divided among all Class Members on a pro rata basis, based on the ratio of the Applicable Workweeks worked by each Class Member during the Class Period, to the total number of Applicable Workweeks worked by all Class Members during the Class Period. Based on these

1 calculations, the Participating Class Members will receive an estimated average gross payment of
2 \$281.29, with the estimated highest gross payment being \$2,370.42, and an estimated lowest gross
3 payment being \$11.85.

4 15. ILYM Group's total fees and costs for services in connection with the administration
5 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
6 costs for completion of the settlement administration, are \$9,500. ILYM Group's work in
7 connection with this matter will continue with the calculation of the settlement award payments,
8 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
9 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
10 Group to perform.

11 I declare under penalty of perjury under the laws of the State of California and the United
12 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
13 was executed this 28th day of November 2022, at Tustin, California.

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16 Makenna Snow
17 MAKENNA SNOW
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EXHIBIT “A”

CALIFORNIA SUPERIOR COURT

FOR THE COUNTY OF YOLO

CHRISTOPHER HAMPTON, individually and on behalf
of all other similarly situated employees,

Plaintiff,

vs.

UNLIMITED SECURITY SPECIALISTS, INC., a
California Corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. **CV2021-2130**

CLASS ACTION

**NOTICE OF PROPOSED CLASS ACTION AND
PAGA SETTLEMENT, AND HEARING DATE FOR
FINAL COURT APPROVAL OF SETTLEMENT**

ATTENTION: All non-exempt employees who have, or continue to, work for Unlimited Security Specialists Inc. in California from December 3, 2017 up to August 25, 2022 (the “Class Members”).

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

Pursuant to an order from the Yolo County Superior Court (“Court”) granting preliminary approval of this class action settlement, entered on August 29, 2022, you are receiving notice of a proposed class action and Private Attorneys General Act (“PAGA”) settlement between Plaintiff Christopher Hampton (“Plaintiff” or “Class Representative”) and Unlimited Security Specialists Inc. and its owner, Jose H. Cardona, (“Defendants”) (collectively, “the Parties”) on behalf of Class Members as defined above. You are receiving this notice because Defendants’ records indicate you fall within the definition of a “Class Member.” Defendants’ records also indicate that you worked _____ weeks during the applicable Class Period (as defined below), which means your share of the settlement proceeds is estimated to be \$ _____. Your actual share of the settlement proceeds will vary depending on the total number of Class Members that choose to participate, and the resolution of any workweek disputes as described in this notice.

The terms of the Agreement (as defined below) and a description of the case are identified in this notice. Pursuant to the Court’s order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

On December 3, 2021, Plaintiff filed a Complaint against Unlimited Security Specialists, Inc. in the Yolo County Superior Court of California on behalf of himself and Class Members. The term “Action” means this putative class action pending in Yolo County Superior Court, Case No. CV2021-2130. The Class Period is December 3, 2017 up to August 25, 2022 (the “Class Period”).

In the Action, Plaintiff sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of himself, Class Members, and Aggrieved Employees. Plaintiff alleged that Defendants 1) failed to pay overtime wages; 2) failed to pay minimum wages; 3) failed to provide meal periods; 4) failed to provide rest periods; 5) failed to provide accurate wage statements; 6) failed to timely pay all final wages; 7) failed to reimburse expenses; 8) engaged in unfair competition; 9) failed to timely pay wages; and 10) violations of the Labor Code Private Attorneys General Act of 2004.

The Court has not made any determination as to whether the claims advanced by Plaintiff has any merit whatsoever. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendants. Instead, both sides agreed to resolve the Action with no decision or admission of who is right or wrong. By agreeing to resolve the Action, all parties avoid the risks and cost of a trial.

Defendants expressly deny that they did anything wrong or that they violated the law, and Defendants further deny any liability whatsoever to Plaintiff or to the Class Members. The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties have participated in a full day mediation facilitated by a neutral third party. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide settlement.

The Parties have entered into a Joint Stipulation of Regarding Class Action PAGA Settlement and Release (“Agreement” or “Settlement”), which has been preliminarily approved by the Court. The Agreement applies to any and all Class Members as defined above. “Class Member” does not include persons who submit valid request to opt out (as explained below). If you are a Class Member,

you have the opportunity to participate in the Settlement, or to exclude yourself (“opt out”) from the settlement. This notice is to advise you of how you can either participate in the Settlement or be excluded from the Settlement.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Agreement, the total amount that Defendants are required to pay is a total sum of Three Hundred Fifty Thousand Dollars and Zero Cents (\$350,000.00) (“Gross Settlement Amount”). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorneys’ fees not to exceed 35% of the Gross Settlement Amount which equals \$122,500.00, attorneys’ costs not to exceed \$15,000.00, Claims Administrator Costs estimated not to exceed \$15,000.00, Class Representative’s Enhancement Payment of \$15,000.00, and \$10,000.00 for alleged PAGA penalties (the “PAGA Payment”), which will result in a “Net Settlement Amount” for distribution to all Class Members. Any employer side taxes, if applicable, attributable to payments allocated as wages will be paid by Defendants in addition to the Gross Settlement Amount. As explained further below, the amount of each Class Member’s share of the Net Settlement Amount will depend on the number of weeks worked by participating Class Members during the Class Period. Of the \$10,000.00 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 25% of the PAGA Payment will be divided among Aggrieved Employees, which are defined as all non-exempt employees who have, or continue to, work for Defendants in California from November 24, 2020 up to August 25, 2022 (“PAGA Claim Period”).

The number of weeks you worked during the Class Period and your estimated share of the Net Settlement Amount and PAGA Payment (“Claim Amount”) is stated on the first page of this notice. The actual amount received may be more or less than the amount stated depending on the actual number of weeks worked by participating Class Members, the resolution of any disputes regarding workweeks, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on Aggrieved Employees’ allocations for the PAGA claims.

B. Claim Amounts and Allocation Between Class Members and Aggrieved Employees

Defendants will pay Claim Amounts through the Claims Administrator, as described below, to each Class Member who does not opt out of the settlement and to Aggrieved Employees. All Claim Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that all Claim Amounts payable to eligible Class Members will be allocated from the Net Settlement Amount and paid as 2/3 for disputed interest, statutory penalties, and other non-wage damages for which IRS Forms 1099-MISC and 1099-INT will issue and 1/3 for disputed wages for which IRS Forms W-2 will issue. The PAGA Payment to Aggrieved employees will be paid as 100% for civil penalties.

Payment to Class Members who do not opt out and Aggrieved Employees will not require the submission of a claim form. Each Class Member’s share will be determined by dividing their total weeks worked within the Class Period by the total weeks worked by all Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member’s individual share of the Net Settlement Amount. Each Aggrieved Employee’s share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee’s individual share. Receipt of the Claim Amounts will not entitle any Class Member or Aggrieved Employee to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendants’ Records and Resolution of Workweek Disputes

For each Class Member, the amount payable will be calculated by the Claims Administrator from Defendants’ records. Defendants’ records will be presumed correct unless evidence to the contrary is provided to the Claims Administrator. Defendants’ records and any additional evidence will be reviewed by the Claims Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member. If a Class Member disputes the accuracy of Defendants’ records, all supporting documents evidencing additional workweeks must be submitted by the Class Member. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than November 13, 2022. The dispute will be resolved by the Claims Administrator based on the records and evidence provided. The Claims Administrator’s decision on all disputes will be final and binding.

D. Release of Claims

For those Class Members who do not opt out and Aggrieved Employees, the Agreement contains the following releases:

Class Members who do not opt out will be deemed to have released any and all claims contained in the operative Complaint,

and any additional wage and hour claims that could have been brought based on the facts alleged in the operative Complaint, through the Class Period, including but not limited to claims arising from alleged unpaid wages, minimum wages, regular wages, overtime and double time wages; meal and rest period violations; unpaid reimbursements and expenses; untimely payment of wages; wage statement violations; separation pay violations; and PAGA penalties based thereon. This release excludes the release of claims not permitted by law. This release excludes claims for workers' compensation or unemployment insurance benefits. This release will cover all Class Members who do not opt out.

Aggrieved Employees will be deemed to have released any and all claims for civil penalties that were brought under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*, contained in the operative Complaint and any additional wage and hour PAGA claims that could have been brought during the PAGA Claim Period, including but not limited to claims arising from alleged unpaid wages, minimum wages, regular wages, overtime wages, double time wages; meal and rest period violations; unpaid reimbursements and expenses; untimely payment of wages; wage statement violations; and separation pay violations. Aggrieved Employees cannot opt out of this waiver of claims.

The individuals released ("Released Parties") include Unlimited Security Specialists Inc. (including but not limited to, Jose Cardona, Brandi Morgan, Gerardo Cardona), its parents, subsidiaries, affiliates, insurers, related entities and divisions, and its and their respective: (i) predecessors, successors, and assigns, and (ii) current and former agents, heirs, executors, administrators, principals, officers, directors, shareholders, employees, founders, members, assigns, insurers, attorneys, and all others claiming through or by any of them.

E. Attorneys' Fees and Costs

Defendants have agreed to pay Class Counsel's attorneys' fees and costs to be approved by the Court, up to a maximum of 35% of the Gross Settlement Amount which equals \$122,500.00, and attorneys' costs not to exceed \$15,000.00. Class Counsel's attorneys' fees and costs will be paid and deducted from the Gross Settlement Amount.

F. Reasonableness of Settlement

The Parties and their counsel believe the amounts payable to Class Members, Aggrieved Employees, and amounts for attorneys' fees and costs requested are fair and reasonable. The Class Representative and Class Counsel support this Settlement. Among the reasons for support are the defenses to liability potentially available to Defendants, the inherent risk of trial on the merits, the risk of denial of class certification, and the delays associated with litigation.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Participating in the Settlement

If you wish to participate in the Settlement and believe your workweek information is accurate, **you do not need to take any further action**. Payment will be automatically made to you consistent with the terms of the Agreement and Court Order. If you wish to dispute the workweek calculation, you may follow the procedures outlined in Section II.C above. California law protects Class Members from retaliation based on their decision to participate in the Settlement.

B. Excluding Yourself from the Settlement

If you do not wish to participate in the Settlement, you may be excluded (*i.e.*, "opt out") by submitting a timely written request to the Claims Administrator. The request to opt-out must (a) state your full name and date of birth; (b) a statement that you do not want to be a Class Member, do not want to participate in the Settlement, and/or wants to be excluded from this Settlement; (c) identify the case name and number (*i.e.*, *Hampton v. Unlimited Security Specialists, Inc.*, CV2021-2130); (d) be signed; and (e) be post-marked no later than November 13, 2022. The request to opt out must be signed, dated and mailed by First Class U.S. Mail or the equivalent, to:

ILYM Group, Inc.
PO Box 2031
Tustin, CA 92781

If you submit a request to opt out which is not postmarked by November 13, 2022, your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. If the request to opt out is sent from within the United States it must be sent through the United States Postal Service by First Class Mail, or the equivalent. Any Class Member who submits a complete and timely request to opt out shall, upon receipt by the Claims Administrator, no longer be a Class Member and not receive their share of the class settlement payment. Aggrieved Employees cannot opt out of this Agreement and will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

C. Objection to Settlement

If you do not opt out of the Settlement, you can object to the terms of the Agreement. However, if the Court rejects your objection, you will still be bound by the terms of the Agreement. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the Action will continue. The objection must (a) state your full name and date of birth; (b) provide evidence that you are, in fact, a Class Member; (c) state the reasons for the objection(s), including any legal analysis and/or supporting documentation; (d) identify the case name and number (*i.e.*, *Hampton v Unlimited Security Specialists, Inc.*, CV2021-2130) (e) be signed; and (f) be post-marked no later than November 13, 2022. The objection must be sent to the Claims Administrator at the address identified in section III.B and to counsel for Plaintiff and Defendants at the addresses identified in section VI of this notice.

If you have submitted a written objection as outlined above, you may also appear at the Final Approval Hearing, either in person or through your own attorney, to state your objection. However, you must file a notice of intent to appear with the Court and serve the notice on counsel for Plaintiff and Defendants. If you appear through your own attorney, you are responsible for paying that attorney.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

After final approval of the Settlement has been granted by the Court, the judgment, whether favorable or not, will bind all members who do not request exclusion. In other words, if you were employed as a Class Member by Defendants in California during the Class Period, and you do not exclude yourself from the settlement, you will be deemed to have entered into this release and to have released the above-described claims. In addition, you will be barred from ever suing Defendants and the Released Parties with respect to the claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 10, 1000 Main Street, Woodland, CA 95695 on December 23, 2022 at 9:00 a.m. to determine whether the Agreement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs. The hearing may be continued without further notice to Class Members. Any member who does not request exclusion may, if the member so desires, enter an appearance through counsel. It is not necessary for you to appear at this hearing, unless you wish to object to the Settlement.

VI. ADDITIONAL INFORMATION

If you want additional information about this lawsuit and its proceedings, you can contact Class Counsel or Defendants' Counsel as follows:

Justin P. Rodriguez
Brittany V. Berzin
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733
On behalf of Plaintiff

Jason A. Geller
Kevin L. Quan
Fisher & Philips, LLP
1 Montgomery Street, Suite 3400
San Francisco, CA 94104
Telephone: (415) 490-9000
Facsimile: (415) 490-9001
On behalf of Defendants

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL (888) 250-6810.

BY ORDER OF THE COURT

1 Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
2 Brittany V. Berzin (Cal. State Bar No. 325121)
Shimoda & Rodriguez Law, PC
3 9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
4 Telephone: (916) 525-0716
Facsimile: (916) 760-3733

5 Attorneys for Plaintiff CHRISTOPHER HAMPTON

6
7
8 **SUPERIOR COURT OF CALIFORNIA**
9 **FOR THE COUNTY OF YOLO**

10 CHRISTOPHER HAMPTON, individually
11 and on behalf of all other similarly situated
12 employees,

13 Plaintiff,

14 vs.

15 UNLIMITED SECURITY SPECIALISTS,
16 INC., a California Corporation; and DOES 1 to
17 100, inclusive,

18 Defendants.

Case No. CV2021-2130

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: December 23, 2022

Time: 9:00 a.m.

Dept.: 10

Judge: Hon. Samuel T. McAdam

Filed: December 3, 2021

FAC Filed: February 25, 2022

Trial Date: None Set

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 1. The Motion for Final Approval of Class Action and PAGA Settlement (“Motion”) in the
3 above referenced case came before this Court on December 23, 2022, at 9:00 a.m., in Department 10
4 before the Honorable Samuel T. McAdam, presiding. Named Plaintiff Christopher Hampton
5 (“Plaintiff”) filed this putative class action on December 3, 2021. The operative Complaint alleges that
6 Defendant Unlimited Security Specialists Inc. (“Defendant”) violated California law by failing to pay
7 overtime wages, failing to pay minimum wages, failing to provide meal periods or pay premiums in
8 lieu thereof, failing to provide rest periods or pay premiums in lieu thereof, failing to provide accurate
9 wage statements, failing to pay final wages, failing to pay reimbursements for business expenses,
10 failing to maintain accurate records, and failing to timely pay wages. Plaintiff has also alleged
11 Defendant is liable for civil penalties under the Private Attorneys General Act (“PAGA”) based on
12 these violations. Plaintiff sought attorneys’ fees and costs as part of this Action. Defendant denied all
13 of Plaintiff’s claims and denied that this case was appropriate for class treatment. No class has been
14 certified. The class settlement was preliminarily approved by this Court on August 25, 2022.

15 The parties have agreed to settle the class and PAGA claims. Defendant will provide monetary
16 consideration in exchange for a release of claims consistent with the terms of the proposed settlement
17 as set forth in the Joint Stipulation Regarding Class Action and PAGA Settlement and Release
18 (“Agreement”). Any capitalized terms herein shall have the same meaning as set forth in the
19 Agreement. The Court, having received and considered Plaintiff’s Motion for Final Approval of Class
20 Action and PAGA Settlement, the declarations in support, the Agreement, the Notice of Settlement,
21 and other evidence, HEREBY ORDERS AND MAKES DETERMINATIONS AS FOLLOWS:

22 **I. CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF CLASS**
23 **REPRESENTATIVE; APPOINTMENT OF CLASS COUNSEL**

24 The Court finds that certification of the following class for settlement purposes only is
25 appropriate under the California Code of Civil Procedure and related case law:

26 All non-exempt employees who have, or continue to, work for Unlimited
27 Security Specialists Inc. and its owner, Jose H. Cardona, in California from
28 December 3, 2017, up to August 25, 2022.

1 The Court recognizes that the foregoing definition is for Class Member identification purposes only and
2 is not intended to capture the claims at issue or limit or alter the released claims under the Agreement.
3 This definition of Class Members shall not include, Joshua Valdivia, the one individual who opted out of
4 the class settlement. This individual shall not be bound by the Agreement except for the releases and
5 covenants regarding the PAGA claims as he is still an Aggrieved Employee under the Agreement and
6 there is no ability to opt out of a PAGA settlement.

7 The Court finds that Class Members meet the ascertainability and numerosity requirements for
8 settlement purposes since the parties can identify with a matter of certainty, based on payroll records,
9 individuals who fall within the definition and the number of Class Members would make joinder
10 impractical. The commonality and predominance requirements are met for settlement purposes since
11 there are questions of law and fact common to Class Members. The common questions of law or fact in
12 this case all stem from Plaintiff's contentions that Defendant caused the violations outlined above by 1)
13 paying Class Members under invalid alternative workweek agreements; 2) failing to pay the correct
14 overtime and double time hours for shifts worked outside of the regularly scheduled alternative
15 workweek and shifts over 12 hours in a day; 3) failing to pay Class Members for all hours worked,
16 including for hours worked in excess of eight in a day or forty hours in a workweek; 4) failing to
17 authorize and permit all meal and rest periods; 5) failing to timely pay Class Members wages in
18 accordance with Labor Code section 204; 6) failing to reimburse Class Members for the use of personal
19 cellphones; 7) failing to pay Class Members all final wages upon separation of employment in
20 accordance with Labor Code sections 201, 202, and 203; and 8) failure to provide Class Members with
21 accurate itemized wage statements. The PAGA and unfair competition claims also derive from these
22 violations. Additionally, Class Members seek the same remedies under state law. The typicality
23 requirement for settlement purposes is also satisfied since the claims of the Class Representative are
24 based on the same facts and legal theories as those applicable to Class Members.

25 The Court also finds that certifying the settlement class is required to avoid each Class Member
26 from litigating similar claims individually. This settlement will achieve economies of scale for Class
27 Members with relatively small individual claims and conserve the resources of the judicial system.
28

1 The Court finds that Plaintiff Christopher Hampton and Plaintiff's counsel, Galen T. Shimoda,
2 Justin P. Rodriguez and Brittany V. Berzin of Shimoda & Rodriguez Law, PC, to be adequate
3 representatives of the settlement class. The Court appoints them as Class Representative and Class
4 Counsel, respectively.

5 **II. APPROVING CLASS ACTION AND PAGA SETTLEMENT**

6 The Court has reviewed the Agreement, which was submitted with Plaintiff's Motion as Exhibit
7 A. The Court finds that final approval is warranted as the Agreement falls within the range of
8 reasonableness and is fair, reasonable, and adequate for the class. The Court also acknowledges that
9 Class Members were able to object to the settlement through the administration process and at a fairness
10 hearing. No such objections were made by Class Members and one only individual opted out of the
11 class settlement.

12 Because the Court finds the Parties' settlement to have been agreed upon only after an extensive
13 investigation and arms-length negotiations, and in an attempt to avoid further delays and costs, the Court
14 gives final approval to the Agreement and all terms therein as if stated here in full, including the
15 \$350,000.00 Gross Settlement Amount.

16 The Court orders that Plaintiff Christopher Hampton will receive \$15,000.00 as a Class
17 Representative Enhancement Payment in addition to any amount Plaintiff may be entitled to under the
18 Agreement's pro rata distribution formula for Plaintiff's time and effort on behalf of Class Members.

19 The Court orders and approves ILYM, Inc. to act as the Claims Administrator in this case. The
20 Claims Administrator will take its fees out of the Gross Settlement Amount, which are \$9,500.00. The
21 difference between the actual cost of the Claims Administrator and the originally allocated \$15,000.00
22 will become part of the Net Settlement Amount.

23 The Court finds that an award of fees under the common fund doctrine is appropriate in this case
24 because there is a sufficiently identifiable class of beneficiaries (*i.e.* Class Members), the benefits can be
25 accurately traced as set forth in the Agreement, Plaintiff and Class Counsel were able to negotiate on
26 behalf of Class Members, and the fee can be shifted with exactitude to those benefiting as the fee request
27 is a specific, lump-sum percentage of the Gross Settlement Amount. *See Paul, Johnson, Alston & Hunt*
28 *v. Gaulty*, 886 F.2d 268, 271 (9th Cir. 1989); *Serrano v. Priest*, 20 Cal.3d 25, 34-35 (1977); *Laffitte v.*

1 *Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016). The Court finds the attorneys’ fees request of
2 thirty-five percent (35%) of the Gross Settlement Amount, *i.e.*, \$122,500.00, to be appropriate
3 compensation for Class Counsel. The attorneys’ fees request is within the range that has been approved
4 by other Courts in similar cases and is reasonable in light of the circumstances of this case, the
5 substantial and beneficial results obtained on behalf of Class Members, and the contingent nature of the
6 recovery over the course of this case, which included potential loss at summary judgment, certification,
7 and/or trial proceedings. Additionally, the Court orders that \$10,442.28 of the settlement proceeds will
8 be paid to Class Counsel for reasonable costs incurred in this case. The difference between the actual
9 costs incurred and the originally allocated \$15,000.00 shall become part of the Net Settlement Amount.

10 The Court approves of the \$10,000.00 PAGA Payment, which shall be paid from the Gross
11 Settlement Amount, not in addition to the Gross Settlement Amount, to resolve the alleged PAGA
12 claims. Seventy-Five percent (75%) of the PAGA Payment will be paid to the Labor and Workforce
13 Development Agency (“LWDA”) and Twenty-Five percent (25%) will be paid to Aggrieved Employees
14 on a pro rata basis as described in the Agreement. The Court also finds that the Agreement provides a
15 recovery that creates an effective substantial deterrent to any potential future non-compliance, furthering
16 the purpose of the Labor Code and LWDA.

17 The Court approves of the identified *cy pres* distribution plan wherein any checks issued to
18 Qualified Claimants and/or Aggrieved Employees that are not cashed by the deadline to do so shall be
19 donated equally, *i.e.*, 50/50, to Capital Pro Bono, Inc., and the Center for Workers’ Rights.

20 The releases and waivers for Class Members who do not opt out of being bound by the
21 Agreement (*i.e.*, Qualified Claimants), Aggrieved Employees, and the Class Representative are also
22 approved by the Court as set forth in the Agreement.

23 **III. APPROVAL OF DISTRIBUTION TO THE CLASS, THE NOTICE OF SETTLEMENT,**
24 **OPPORTUNITY TO OPT OUT OF, AND OBJECT TO, THE SETTLEMENT**

25 The Court finds that the Notice of Settlement, which was submitted with Plaintiff’s Motion as
26 Exhibit A to the Declaration of Makenna Snow, fairly and adequately advised Class Members of the
27 terms of the Agreement, the rights being waived, their right to opt out, the ability to dispute the number
28 of workweeks worked during the Class Period, their pro rata share of the Net Settlement Amount, how

to participate in the settlement, how to file documentation in opposition to the proposed settlement, and when to appear at the fairness hearing. The Court further finds that the Notice of Settlement and distribution of such notice by first class mail to each identified Class Member at his or her most recent address based on a National Change of Address database search from the Class Members' last known address and a skip trace on any Class Members who have the Notice of Settlement returned as "undeliverable" or "not at this address" comported with all constitutional requirements, including those of due process.

IV. IMPLEMENTATION SCHEDULE

Accordingly, with good cause shown, the Court hereby approves and orders that the following implementation schedule be adhered to:

Last day for Claims Administrator to calculate the final Net Settlement Amount, the final Claim Amounts for Qualified Claimants and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendants' Counsel	Within 7 calendar days after the Effective Date
Last day for Defendants to fund settlement	Within 21 calendar days after the Effective Date
Last day for Claims Administrator to deliver payment of Class Counsel's attorney's fees and costs, Enhancement Payment, PAGA Payment, Claims Administrator Costs, payment to Qualified Claimants, and payment to Aggrieved Employees	Within 7 calendar days after Defendants fund the settlement
Last day for Qualified Members and Aggrieved Employees to cash settlement checks	120 calendar days after issuance of checks to Qualified Members and Aggrieved Employees
Last day for Claims Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after settlement check cashing deadline

Last day for Claims Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline
Last day for Defendants to provide Claims Administrator with Class Member and Aggrieved Employee information	Within 21 calendar days after the Preliminary Approval Date

IT IS FURTHER ORDERED that this final approval order is effective as a judgment with each party to bear its own fees and costs outside of what has been ordered herein. This matter is subject to the Court's continuing jurisdiction to monitor and enforce the terms of this order and the approved Agreement.

IT IS SO ORDERED.

Date: _____

By: _____

Judge of the Superior Court

1 Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
2 Brittany V. Berzin (Cal. State Bar No. 325121)
Shimoda & Rodriguez Law, PC
3 9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
4 Telephone: (916) 525-0716
Facsimile: (916) 760-3733

5 Attorneys for Plaintiff CHRISTOPHER HAMPTON

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8 **SUPERIOR COURT OF CALIFORNIA**
9 **FOR THE COUNTY OF YOLO**
10

11 CHRISTOPHER HAMPTON, individually
and on behalf of all other similarly situated
12 employees,

13 Plaintiff,

14 vs.

15
16 UNLIMITED SECURITY SPECIALISTS,
INC., a California Corporation; and DOES 1 to
17 100, inclusive,

18 Defendants.
19
20
21

Case No. CV2021-2130

CLASS ACTION

PROOF OF SERVICE

1 *Hampton v. Unlimited Security Specialists, et al.*
2 *Yolo County Superior Court Case No. CV2021-2130*

3 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Shaniya Baird, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to the
7 within above-entitled action.

8 On November 29, 2022, I served the following documents on the party below:

- 9 • **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL**
10 **APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- 11 • **EXHIBIT LIST AND EXHIBITS IN SUPPORT OF PLAINTIFF'S MOTION**
12 **FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- 13 • **DECLARATION OF CHRISTOPHER HAMPTON IN SUPPORT OF**
14 **PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND**
15 **PAGA SETTLEMENT**
- 16 • **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL**
17 **APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- 18 • **DECLARATION OF BRITTANY V. BERZIN IN SUPPORT OF PLAINTIFF'S**
19 **MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA**
20 **SETTLEMENT**
- 21 • **MEMORANDUM OF POINTS & AUTHORITIES IN SUPPORT OF**
22 **PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND**
23 **PAGA SETTLEMENT**
- 24 • **DECLARATION OF MAKENNA SNOW OF ILYM GROUP, INC. IN**
25 **SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION**
26 **SETTLEMENT**

27 Jason A. Geller (SBN 168149) 28 Nathan K. Low (SBN 299587) Kevin Lawrence Quan (SBN 317798) Fisher and Phillips LLP 1 Montgomery Street, Ste. 3400 San Francisco, CA 94111 Telephone: (415) 490-9020 Facsimile: (415) 490-9001 Email: jgeller@fisherphillips.com nlow@fisherphillips.com kquan@fisherphillips.com lhamann@fisherphillips.com nlarios@fisherphillips.com yhernandez@fisherphillips.com	
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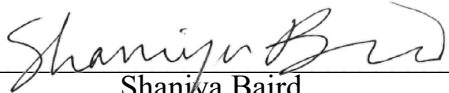
1 ☐ [By Mail] I am familiar with my employer's practice for the collection and
2 processing of correspondence for mailing with the United States Postal Service
3 and that each day's mail is deposited with the United States Postal Service that
4 same day in the ordinary course of business. On the date set forth above, I
5 served the aforementioned document(s) on the parties in said action by placing
6 a true copy thereof enclosed in a sealed envelope with postage thereon fully
7 prepaid, for collection and mailing on this date, following ordinary business
8 practices, Elk Grove, California, addressed as set forth above.

5 ☐ [By Personal Service] By personally delivering a true copy thereof to the office
6 of the addressee above.

7 ☒ [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown above.
8 No error was reported by the e-mail service that I used.

8 ☐ [By Overnight Courier] By causing a true copy and/or original thereof to be
9 personally delivered via the following overnight courier service: UPS.

10 I declare under penalty of perjury under the laws of the State of California that the foregoing is
11 true and correct, and that this declaration was executed on November 29, 2022, at Salt Lake City, Utah.

12 
13 _____
14 Shaniya Baird