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Attorneys for Plaintiff Leslie Suarez, individually,
and on behalf of all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

LESLIE SUAREZ, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

INTEGRATED SECURITY SERVICES,
INC.; and DOES 1 through 20, inclusive,

Defendants.

Case No. CGC-21-596612

Assigned to:
Judge Ethan P. Shchulman
Dept. 304

**SECOND SUPPLEMENTAL DECLARATION
OF ALEXANDER G.L. DAVIES IN SUPPORT
OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: June 30, 2023
Time: 11:00 a.m.
Dept.: 304

1 I, Alexander G.L. Davies, declare as follows:

2 1. I am an attorney licensed to practice law in the State of California. I am an associate
3 with Aegis Law Firm, PC (“Aegis”) and the attorney of record for Plaintiff Leslie Suarez
4 (“Plaintiff”). The following facts are within my personal knowledge and if called as a witness, I could
5 and would competently testify thereto.

6 2. I submit this Second Supplemental Declaration in support of Plaintiff’s Motion for
7 Approval of Private Attorneys General Act Representative Action Settlement, and in response to the
8 issues raised in the Court’s tentative rulings and June 16, 2023 Order concerning Plaintiff’s Motion
9 for Preliminary Approval of Class Action Settlement. If called as a witness, I could and would
10 competently testify thereto.

11 3. On June 16, 2023, the Court issued its tentative ruling requesting certain changes to
12 the Parties proposed Settlement Agreement and Class Notice, and additional clarification from the
13 Parties. As both Parties submitted on the tentative ruling, the tentative was adopted as the Order of
14 the Court. The Court also set a deadline of June 30, 2023, for the Parties to submit their supplemental
15 papers in support.

16 4. After receiving the Court’s tentative, the Parties followed up with the administrator,
17 ILYM Group, Inc., to inquire if their prior not-too-exceed bid in the amount of \$5,750.00, for
18 settlement administration services, also included the costs of providing email notice to the class. After
19 getting clarification from the administrator that the prior bid did not include email notice services,
20 ILYM Group, Inc., provided the Parties with a revised “Not to Exceed” bid of \$5,850.00. Given the
21 slight increase in administration costs, the Parties’ settlement agreement, class notice, and [proposed]
22 order granting preliminary approval of the settlement have all been modified to reflect this change.

23 5. Per the Court’s instructions, and concurrently with all supplemental documents filed
24 with the Court herein, Plaintiff shall submit a Word-editable version of the proposed order to
25 ComplexLit@sftc.org.

26 6. Attached hereto as **Exhibit 1** is a true and correct copy of the Parties’ Fully-
27 Executed Revised Joint Stipulation of Class Action Settlement Agreement.
28

7. Attached hereto as **Exhibit 2** is a redlined copy of the Parties' Revised Joint Stipulation of Class Action Settlement Agreement, with the proposed changes tracked for the Court's review.

8. Attached hereto as **Exhibit 3** is a true and correct copy of the Parties' Revised Class Notice.

9. Attached hereto as **Exhibit 4** is a redlined copy of the Parties' Revised Class Notice, with the proposed changes tracked for the Court's review.

10. Attached hereto as **Exhibit 5** is a true and correct version of the June 29, 2023, Proof of Service and Confirmation Email Plaintiff received after submitting the Revised Proposed Settlement to the LWDA.

11. Attached hereto as **Exhibit 6** is a true and correct version of the Proof of Service and Confirmation Email Plaintiff Received after serving the Second Supplemental Submission in Support of Plaintiff's Motion for Approval to the LWDA.

12. Attached hereto as **Exhibit 7** is a true and correct version Settlement Administrator ILYM Group, Inc.'s updated not-too-exceed bid of \$5,850.00.

13. Attached hereto as **Exhibit 8** a redlined version of Revised [Proposed] Order approving Plaintiff's Motion for Approval, with the proposed changes tracked for the Court's review.

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

Executed on June 29, 2023, in Irvine, California.

Alexander G.L. Davies

Alexander G.L. Davies

EXHIBIT 1

EXHIBIT 2

1 **AEGIS LAW FIRM, PC**
2 KASHIF HAQUE State Bar No. 218672
3 SAMUEL A. WONG State Bar No. 217104
4 JESSICA L. CAMPBELL, State Bar No. 280626
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10 Facsimile: (949) 379-6251

11 Attorneys for Plaintiff Leslie Suarez, individually,
12 and on behalf of all others similarly situated.

13 *[Additional counsel listed on following page]*

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SAN FRANCISCO**

16 LESLIE SUAREZ, individually and on behalf of
17 all others similarly situated,

18 Plaintiffs,

19 vs.

20 INTEGRATED SECURITY SERVICES, INC.;
21 and DOES 1 through 20, inclusive,

22 Defendants.

Case No. CGC-21-596612
[Related to Case No. CGC-22-597580]

Assigned for all purposes to:
Hon. Ethan P. Schulman
Dept. 304

**AMENDED JOINT STIPULATION OF
CLASS AND REPRESENTATIVE PAGA
ACTION SETTLEMENT**

1 ROGERS JOSEPH O'DONNELL
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6 Attorneys for Defendant
7 Integrated Security Services, Inc.

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1 The undersigned Parties enter into this Amended Joint Stipulated Settlement Agreement,
2 subject to the approval of the Court pursuant to the California Rules of Court, that the Settlement of
3 the above-referenced Actions shall be effectuated upon and subject to the following terms and
4 conditions. Capitalized terms used herein shall have the meanings set forth in Article I or as defined
5 elsewhere in this Joint Stipulation of Settlement.

6 This Amended Joint Stipulated Settlement Agreement is made by and between Named
7 Plaintiff Leslie Suarez (“Named Plaintiff”) and the Class Members, on the one hand, and Defendant
8 Integrated Security Services, Inc. (“ISS” or “Defendant”), on the other hand. Named Plaintiff and
9 Defendant collectively are referred to in this Agreement as “the Parties.”

10 The Parties agree that the Actions shall be, and hereby are, ended, settled, resolved, and
11 concluded by agreement of Defendant to pay the settlement amount of Three Hundred Fifty-Five
12 Thousand Dollars (\$355,000.00) as provided in Section 3.06(a) below (“Gross Settlement Amount”)
13 pursuant to the terms and conditions of this Amended Joint Stipulated Settlement Agreement and for
14 the consideration set forth herein, including but not limited to, a release of all claims by Named
15 Plaintiff and the Class Members as set forth herein.

16 **ARTICLE I**

17 **DEFINITIONS**

18 Unless otherwise defined herein, the following terms used in this Agreement shall have the
19 meanings ascribed to them as set forth below:

20 a. “Actions” means the actions described as follows: *Leslie Suarez, individually and on*
21 *behalf of all others similarly situated v. Integrated Security Services, Inc.*; and DOES 1 through 20,
22 inclusive,” Case No. CGC-21-596612, commenced on November 4, 2021, in the Superior Court of
23 the State of California for the County of San Francisco (the “Class Action”); and *Leslie Suarez,*
24 *individually and on behalf of all others similarly situated v. Integrated Security Services, Inc.*; and
25 DOES 1 through 20, inclusive,” Case No. CGC-22-597580, commenced on January 12, 2022, in the
26 Superior Court of the State of California for the County of San Francisco (the “PAGA Action”).

27 b. “Agreement” means this Amended Joint Stipulation of Settlement, including the
28 attached Exhibit(s).

1 c. “Class” means *all* current and former non-exempt employees who are or were
2 employed by Defendant in California at any time during the Class Period (defined below).

3 d. “Class Counsel” means the attorneys for the Class and the Class Members, who are:

4 AEGIS LAW FIRM, PC
5 Kashif Haque
6 Samuel A. Wong
7 Jessica L. Campbell
8 Alexander G.L. Davies
9 9811 Irvine Center Drive, Suite 100
10 Irvine, California 92618
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12 Facsimile: (949) 379-6251

13 e. “Class List” means a list based on Defendant’s business records that identifies each
14 Class Member’s name, last known home or mailing address, Social Security number or, as
15 applicable, other taxpayer identification number, dates of employment, and the number of Qualifying
16 Workweeks worked during the Class Period.

17 f. “Class Member(s)” means *any* current or former non-exempt employee(s) who are or
18 were employed by Defendant during the Class Period.

19 g. “Class Period” means May 8, 2017 through January 15, 2023.

20 h. “Court” means the California Superior Court for the County of San Francisco, where
21 the Actions are currently pending.

22 i. “Date of Finality” means the later of the following: (1) the date the Final Order is
23 signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no
24 appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (3) if an appeal or
25 other judicial review is taken from the Court’s overruling of objections to the settlement, ten (10)
26 days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes
27 final.

28 j. “Defendant” means Defendant Integrated Security Services, Inc.

k. “Defense Counsel” means counsel for Defendant:

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l. “Disposition” means the method by which the Court approves the terms of the Settlement and retains jurisdiction over its enforcement, implementation, construction, administration, and interpretation.

m. “Final Order Approving Settlement of Class and Representative PAGA Action” or “Final Order” means the final formal court order signed by the Court following the Final Fairness and Approval Hearing in accordance with the terms herein, approving this Agreement.

n. “Gross Settlement Amount” means Three Hundred Fifty-Five Thousand Dollars and Zero Cents (\$355,000.00) to be paid by Defendant as provided by this Agreement to settle the Actions. All payments to the Class, administration costs, attorney’s fees and costs, and Incentive Awards, pursuant to Section 3.06(a) below, shall be paid out of the Gross Settlement Amount. The employer’s share of payroll taxes arising from the payments made under this settlement shall be paid by Defendant separate from and in addition to the Gross Settlement Amount. The Gross Settlement Amount is subject to a pro rata increase pursuant to Section 3.04(e) below. No part of the Gross Settlement Amount shall revert to Defendant.

o. “Incentive Award” means a monetary amount of up to Five Thousand Dollars (\$5,000.00) for Plaintiff Leslie Suarez, subject to Court approval, in recognition of their effort and work in prosecuting the Actions on behalf of Class Members, and for his general release of claims.

p. “Individual Settlement Payment(s)” means each Participating Class Member’s respective share of the Net Settlement Amount. Individual Settlement Payments will be determined by the calculations provided in this Agreement.

q. “LWDA” means The State of California Labor and Workforce Development Agency.

r. “LWDA Payment” means 75% of the PAGA Settlement Amount which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.06(e) of this Agreement, as provided for below.

1 s. "Motion for Final Approval" means Plaintiffs' submission of a written motion,
2 including any evidence as may be required for the Court to conduct an inquiry into the fairness of
3 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and
4 to enter a Final Order in the Actions.

5 t. "Motion for Preliminary Approval" means Plaintiffs' submission of a written motion,
6 including any evidence as may be required for the Court to grant preliminary approval of the
7 Settlement as required by Rule 3.769 of the California Rules of Court.

8 u. "Named Plaintiff" means Leslie Suarez.

9 v. "Net Settlement Amount" means the Gross Settlement Amount less Court-approved
10 administration costs, Class Counsels' attorney's fees and costs, Incentive Award, and LWDA
11 Payment, pursuant to Section 3.06(a)-(f) below.

12 w. "Non-Participating Class Member(s)" means any Class Member(s) who submit to the
13 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant
14 to Section 3.04(b) below.

15 x. "Notice Packet" means the Notice of Proposed Class and Representative PAGA
16 Action Settlement in a form substantially similar to the Notice Packet attached hereto as **Exhibit A**,
17 subject to Court approval.

18 y. "PAGA" means the California Private Attorneys General Act of 2004, which is
19 codified in California Labor Code §§ 2698 *et seq.*

20 z. "PAGA Group Members" means all Class Members employed by Defendant at any
21 time during the PAGA Period.

22 aa. "PAGA Period" means May 8, 2020 through January 15, 2023.

23 bb. "PAGA Settlement Amount" means the portion of the Gross Settlement Amount
24 allocated to the resolution of PAGA Group Members' claims arising under PAGA. The Parties have
25 agreed that the PAGA Settlement Amount is Twelve Thousand Dollars (\$12,000.00), subject to
26 Court approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA Payment,
27 and the remaining 25% will be added to the Net Settlement Amount and distributed to PAGA Group
28 Members.

cc. “Participating Class Member(s)” is defined as a Class Member who does not timely exclude himself or herself from the Settlement and will therefore receive his or her share of the Net Settlement Amount automatically without the need to return a claim form. Each Participating Class Member will be paid his/her Individual Settlement Payment.

dd. “Preliminary Approval Date” means the date the Court preliminarily approves the Settlement embodied in this Agreement.

ee. “Qualified Settlement Fund” or “QSF” means a fund within the meaning of Treasury Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement Administrator for the benefit of Participating Class Members.

ff. “Qualifying Workweeks” means the number of weeks that a Class Member worked for Defendant as a non-exempt employee during the Class Period.

gg. “Qualifying PAGA Workweeks” means the number of weeks that a Class Members worked for Defendant as a non-exempt employee during the PAGA Period.

hh. “Released Parties” means Defendant as well as Defendant’s officers, shareholders, directors, agents, clients, employees, attorneys, insurers, predecessors or successors.

ii. “Response Deadline” means the deadline by which Class Members must postmark, email or fax to the Settlement Administrator requests for exclusion or written notices of objection. The Response Deadline will be sixty (60) calendar days after the initial mailing of the Notice Packet by the Settlement Administrator, unless the sixtieth (60th) calendar day falls on a Sunday or federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-mailing.

jj. “Settlement Administration Costs” means all costs incurred by the Settlement Administrator in administration of the Settlement, including, but not limited to, mailing of notice to the class, calculation of Individual Settlement Payments, generation of Individual Settlement Payment checks and related tax reporting forms, administration of unclaimed checks, and generation of checks to Class Counsel for attorneys’ fees and costs, to Named Plaintiffs for their Incentive

1 Awards, and to the LWDA. The Settlement Administration Costs shall be paid from the Gross
2 Settlement Amount.

3 kk. "Settlement Administrator" means ILYM Group, Inc., which the Parties have agreed
4 will be responsible for the administration of the Individual Settlement Payments to be made by
5 Defendant from the Gross Settlement Amount and related matters under this Agreement.

6 **ARTICLE II**

7 **CONTINGENT NATURE OF THE AGREEMENT**

8 **Section 2.01: Stipulation of Class Certification for Settlement Purposes**

9 Because the Parties are settling claims under Labor Code section 2699 *et. eq.* and have
10 stipulated to the certification of the Class with respect to all causes of action alleged in the Class
11 Action for settlement purposes only, this Agreement requires approval by the Court in accordance
12 with Labor Code section 2699(l) and California Rule of Court 3.769. Accordingly, the Parties enter
13 into this Agreement on a conditional basis. This Agreement is contingent upon the approval and
14 certification by the Court. If the Date of Finality does not occur, the fact that the Parties were willing
15 to stipulate for the purposes of this Agreement to a Class and agreed to resolution of Plaintiff's claim
16 for PAGA penalties shall have no bearing on, nor be admissible in connection with, the issue of
17 certification of the Class with respect to all causes of action alleged in the Class Action. Defendant
18 does not consent to certification of the Class for any purpose other than to effectuate settlement of
19 the Actions. If the Date of Finality does not occur, or if Disposition of the Actions is not effectuated,
20 any certification of the Class as to Defendant and any approval or award of PAGA penalties will be
21 vacated, and Named Plaintiffs, Defendant, and the Class will be returned to their positions with
22 respect to the Actions as if the Agreement had not been entered into. In the event that the Date of
23 Finality does not occur: (a) any Court orders preliminarily or finally approving certification of any
24 class contemplated by this Agreement and/or awarding PAGA penalties shall be null, void, and
25 vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the
26 settlement reflected in this Agreement, the fact that Defendant did not oppose the certification of a
27 Class under this Agreement, or that the Court preliminarily approved the certification of the Class
28 and/or approved an award of PAGA penalties, shall not be used or cited thereafter by any person or

entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class. If the Date of Finality does not occur, this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendant expressly reserves the right to challenge the propriety of class certification in the Class Action for any purpose, if the Date of Finality does not occur.

The Parties and their respective counsel shall take all steps that may be requested by the Court relating to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain Court approval and implement this Agreement. Plaintiff shall be responsible for submitting the settlement to the LWDA at the same time of filing the Motion for Preliminary Approval. If the Court does not grant the Motion for Preliminary Approval and/or the Motion for Final Approval and/or if the LWDA objects to the PAGA Settlement Amount, the Parties agree to meet and confer to address the Court's and/or LWDA's concerns. If the Parties are unable to agree upon a resolution, the Parties agree to seek the assistance of mediator Hon. Lisa Hart Cole (Ret.) to resolve the dispute.

ARTICLE III

PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT

The procedure for obtaining Court approval of and implementing this Agreement shall be as follows:

Section 3.01: Motion for Conditional Class Certification and Preliminary Approval

Named Plaintiff will bring a motion before the Court for an order conditionally certifying the Class to include all claims pled in the Actions based on the preliminary approval of this Agreement. The date that the Court grants preliminary approval of this Agreement will be the "Preliminary Approval Date."

Section 3.02: The Settlement Administrator

The Parties have chosen ILYM Group, Inc. to administer this Settlement and to act as the Settlement Administrator, including but not limited to distributing and responding to inquiries about the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net Settlement Amount and the Individual Settlement Payments, issuing the Individual Settlement Payment checks

1 and distributing them to Participating Class Members, establishing and maintaining the QSF, and
2 issuing the payment to Class Counsel for attorneys' fees and costs, the Incentive Award checks to
3 Named Plaintiff, and the employer payroll taxes to the appropriate taxing authorities. The Settlement
4 Administrator shall expressly agree to all of the terms and conditions of this Agreement.

5 All costs of administering the Settlement, including but not limited to all costs and fees
6 associated with preparing, issuing and mailing any and all notices to Class Members and/or
7 Participating Class Members, all costs and fees associated with computing, processing, reviewing,
8 and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax
9 returns and any other filings required by any governmental taxing authority or agency, all costs and
10 fees associated with preparing any other checks, notices, reports, or filings to be prepared in the
11 course of administering disbursements from the Net Settlement Amount, and any other costs and fees
12 incurred and/or charged by the Settlement Administrator in connection with the execution of its
13 duties under this Agreement ("Settlement Administration Costs"), shall be paid to the Settlement
14 Administrator from the Gross Settlement Amount.

15 **Section 3.03: Notice to Class Members**

16 No later than five (5) business days after the Preliminary Approval Date, Defendant will
17 provide the Settlement Administrator with a "Class List" in electronic format based on its business
18 records, identifying the names of the Class Members, their last known home addresses, personal
19 email addresses, Social Security numbers or, as applicable, other taxpayer identification number,
20 their dates of employment and weeks worked during the Class Period and PAGA Period (if
21 applicable).

22 Within ten (10) business days of receiving a Class List from Defendant, the Settlement
23 Administrator will send Class Members, by first-class mail and email, at their last known mailing
24 and/or email addresses, the Court approved Notice Packet, including notice of this Settlement and of
25 the opportunity to opt out of the Settlement Class. The Notice Packet will include a calculation of
26 the Class Member's approximate share of the Net Settlement Amount. Class Members will have
27 sixty (60) days from the date of mailing in which to email or postmark objections or requests for
28 exclusion. Prior to the initial mailing, the Settlement Administrator will check all Class Member

1 addresses against the National Change of Address database and shall update any addresses before
2 mailing. The Settlement Administrator will skip trace and re-mail all returned, undelivered mail
3 within five (5) days of receiving notice that a Notice Packet was undeliverable. If a Class Member's
4 notice is re-mailed, the Class Member shall have fifteen (15) calendar days from the re-mailing, or
5 sixty (60) calendar days from the date of the initial mailing, whichever is later, in which to postmark
6 objections or requests for exclusion. Class Members shall not be required to submit claim forms in
7 order to receive a proportional share of the Net Settlement Amount.

8 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall
9 re-mail the Notice Packet to the forwarding address. The Settlement Administrator shall re-mail the
10 Notice Packet to the forwarding address within five (5) days of receiving notice of the forwarding
11 address. The deadline for re-mailing Notice Packets to Class Members that are returned to the
12 Settlement Administrator with a forwarding address shall be thirty (30) calendar days after the initial
13 mailing date. If a Class Member's notice is re-mailed to a forwarding address, the Class Member
14 shall have fifteen (15) calendar days from the re-mailing, or sixty (60) calendar days from the date
15 of the initial mailing, whichever is later, in which to postmark objections or requests for exclusion.
16 With respect to those Class Members whose Notice Packet is returned to the Settlement
17 Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid
18 mailing (including email) address by performing a skip trace or mass search on LexisNexis or
19 comparable databases based on set criteria and, if another address is identified, shall mail the Notice
20 Packet to the newly identified address. It is the intent of the parties that reasonable means be used to
21 locate Class Members and that the Settlement Administrator be given discretion to take steps in order
22 to facilitate notice of the Settlement and delivery of the Individual Settlement Payments to all
23 Participating Class Members.

24 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records
25 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly
26 status report provided to the Parties.

27 In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days
28 after the Notice Packet was initially mailed/emailed (and if an address cannot be identified prior to

1 the disbursement date through the Settlement Administrator's final database check, per § 3.06(a)),
2 the Settlement Administrator will not mail the Class Member's Individual Settlement Payment. The
3 Settlement Administrator will hold the Class Member's Individual Settlement Payment during the
4 check cashing period on behalf of the Class Member. If at the conclusion of the check cashing period
5 the Class Member's Notice Packet and Individual Settlement Payment remain undeliverable and/or
6 unclaimed and uncashed, the Settlement Administrator will distribute the funds from
7 unclaimed/uncashed checks in accordance with the procedures set forth in Section 3.06(g) below.

8 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the
9 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration
10 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses
11 for and re-sending of any returned Notice Packets, objections that the Settlement Administrator
12 received, and the identity of those individuals who submitted valid requests for exclusion from the
13 Settlement.

14 **Section 3.04: Responses to Notice**

15 **a. Class Member Disputes**

16 If any Class Member disagrees with Defendant's records as to his or her Qualifying
17 Workweeks during the Class Period and/ or PAGA Period as reflected in the Notice Packet, the Class
18 Member shall set forth in writing, by either mailed letter or email, the Qualifying Workweeks he/she
19 claims to have worked during the Class Period and/or PAGA Period and submit such writing to the
20 Settlement Administrator by the Response Deadline, along with any supporting documentation. The
21 Notice will also provide a method for the Class Member to challenge the employment data on which
22 his or her Individual Settlement Payment is based. The Settlement Administrator shall contact the
23 Parties regarding the dispute and the Parties will work in good faith to resolve it. If the Parties are
24 unable to resolve the dispute, the Settlement Administrator will be the final arbiter of the Qualifying
25 Workweeks for each Class Member during the Class Period and/or PAGA Period based on the
26 information provided to it. Once a final decision has been rendered with respect to any Class Member
27 Workweek disputes, the Settlement Administrator shall inform Class Members of the final decision.

28 ///

b. Requests for Exclusion from Class

In order for any Class Member to validly exclude himself or herself from the Class and this Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class Member or his or her authorized representative, and must be sent to the Settlement Administrator, postmarked, faxed, or emailed no later than the Response Deadline (or fifteen (15) days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall contain instructions on how to validly exclude himself or herself from the Class and this Settlement (*i.e.*, opt out), including the language to be used in a request for exclusion. The date of the initial mailing of the Notice Packet, and the date the signed request for exclusion was postmarked. Faxed, or emailed, shall be conclusively determined according to the records of the Settlement Administrator. Any Class Member who timely and validly requests exclusion from the Class and this Settlement will receive his/her share of PAGA Settlement Amount but will not be entitled to the remaining portion of the Individual Settlement Payment which would have been paid to him/her, will not be bound by the terms and conditions of this Agreement, and will not have any right to object, appeal, or comment thereon.

Any Class Member who fails to timely submit a request for exclusion shall automatically be deemed a Class Member whose rights and claims with respect to the issues raised in the Actions are determined by the Court's Final Order Approving Settlement, and by the other rulings in the Actions. Thus, said Class Member's rights to pursue any claims covered by the Actions and/or released in this Agreement will be extinguished.

c. Objections to Settlement

For any Class Member to object to this Agreement, or any term of it, the person making the objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the Settlement Administrator, postmarked, emailed, or faxed no later than the Response Deadline (or fifteen (15) days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later), a written statement of the grounds of objection, signed by the objecting Class Member or his or her attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and the date the signed objection was postmarked, emailed, or faxed, shall be

1 conclusively determined according to the records of the Settlement Administrator. The Settlement
2 Administrator shall send any objections it receives to Defense Counsel and Class Counsel within
3 three (3) business days of receipt. Class Members may also appear at the final approval hearing to
4 object. The Court retains final authority with respect to the consideration and admissibility of any
5 Class Member objections.

6 **d. Encouragement of Class Members**

7 The Parties to this Agreement and the counsel representing such Parties shall not, directly or
8 indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from
9 this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from
10 Class Members.

11 **e. Right of Plaintiff to Adjust Gross Settlement Amount**

12 As of July 26, 2022, Defendant estimated the number of Class Members as 82. If the number
13 of Class Members increases by more than 10% (which is more than 90 Class Members) as of the end
14 of the Class Period, there will be a pro rata adjustment to the Gross Settlement Amount equal to
15 \$4,329.27 per additional Class Member.

16 **f. Right of Defendant to Withdraw Based on Opt-Outs**

17 If prior to the court's order granting Final Approval of the Settlement, 10 percent or more of
18 the Class Members have submitted proper and timely requests to opt-out in accordance with the terms
19 of this Agreement, Defendant, may at its election, rescind the Agreement and all actions taken in
20 furtherance will be thereby null and void. Defendant must exercise this right of rescission, in writing
21 to Class Counsel. If the option to rescission is exercised, then any Claims Administrator Costs must
22 be paid by Defendant.

23 **Section 3.05: Final Fairness and Approval Hearing**

24 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final
25 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement
26 and determine whether the Court should give it final approval, and (2) consider any objections made
27 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the
28

Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a Proposed Final Order Approving Settlement of Class and Representative PAGA Action.

Section 3.06: Settlement Payment Procedures

a. Settlement Amount

In exchange for the Released Claims set forth in this Agreement, Defendant agrees to pay the Gross Settlement Amount in the amount of Three Hundred Fifty-Five Thousand Dollars (\$355,000.00), subject to a pro rata increase under the condition set forth in Section 3.04(e). The Gross Settlement Amount includes all Individual Settlement Amounts to Participating Class Members, all administration costs, Class Counsel's attorney's fees and costs, PAGA Settlement Amount, and the Incentive Payments.

Within ten (10) calendar days after the Court signs the Final Order, Defendant shall transfer the Gross Settlement Amount plus Defendant's share of employer-side payroll taxes, as set forth herein, into a QSF established by the Settlement Administrator either directly or by sending the funds to the Settlement Administrator to be deposited and distributed. The Settlement Administrator will use these funds to fund payment of the Individual Settlement Payments to Participating Class Members, Class Counsel's attorneys' fees and costs, the Incentive Awards, the LWDA Payment, and the Settlement Administration Costs.

Within ten (10) court days after receiving Defendants' final payment, funding the Gross Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement Payments to Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the Incentive Awards, and employer and employee tax withholdings applicable to the Net Settlement Amount allocated to wages. Prior to this distribution, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct for any known or identifiable address changes. If the National Change of Address Database search performed prior to mailing the individual settlement payments reveals a new address for those Class Members for whom an address could not be identified at the time of the mailing of the Notice Packet (Per § 3.04(a)), the Settlement Administrator will attempt to mail the individual settlement payment to these Class Members at their newly identified address.

1 **b. Payment of Attorneys' Fees and Costs**

2 Class Counsel shall submit an application for an award of attorneys' fees of up to one-third
3 of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is One
4 Hundred Eighteen Thousand Three Hundred and Thirty-Three Dollars and Thirty-Three Cents
5 (\$118,333.33). Class Counsel shall submit an application for an award of costs not to exceed Twelve
6 Thousand Dollars (\$12,000.00). Such application for attorneys' fees and costs shall be heard by the
7 Court at the Final Fairness and Approval Hearing. Defendant shall not object to or oppose any such
8 application in these amounts. Class Counsel shall serve Defendant with copies of all documents
9 submitted in support of their application for an award of attorneys' fees and costs.

10 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the
11 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'
12 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,
13 and expenses related to the investigation, prosecution, and settlement of the Actions incurred through
14 the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees
15 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts
16 will be reallocated to the Net Settlement Amount.

17 **c. Payment of Settlement Administration Costs**

18 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
19 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed Five
20 Thousand, ~~Seven-Eight~~ Hundred and Fifty Dollars (\$5,~~750~~850.00).

21 **d. Payment of Incentive Award to Named Plaintiffs**

22 Subject to Court approval, the Named Plaintiff shall receive an Incentive Award of up to Five
23 Thousand Dollars (\$5,000.00), the request for which Defendant will not object to or oppose. The
24 Incentive Award shall be paid out of the Gross Settlement Amount and shall not constitute payment
25 to any Participating Class Member(s) other than Named Plaintiff. To the extent that the Court
26 approves less than the amount of incentive award that Class Counsel request, the difference between
27 the requested and awarded amounts will be reallocated to the Net Settlement Amount.

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1 Because it is the intent of the Parties that the Incentive Awards represent payment to Named
2 Plaintiff for their service to the Class Members, and not wages, the Settlement Administrator will not
3 withhold any taxes from the Incentive Awards. The Incentive Award will be reported on a Form
4 1099, which the Settlement Administrator will provide to Named Plaintiff and to the pertinent taxing
5 authorities as required by law.

6 **e. Payment to the Labor and Workforce Development Agency**

7 In consideration of claims for penalties made under PAGA, Class Counsel will request that
8 the Court approve allocation of Twelve Thousand Dollars (\$12,000.00) of the Gross Settlement
9 Amount to be attributed as the PAGA Settlement Amount. Seventy-five percent (75%) of this
10 payment will be allocated as the LWDA Payment, and twenty-five percent (25%) will be paid to the
11 Net Settlement Amount for distribution to PAGA Group Members. Defendant will not oppose this
12 request. The entire PAGA Settlement Amount will be paid out of the Gross Settlement Amount. The
13 Court's adjustment, if any, of the amount allocated to Named Plaintiffs' PAGA claim in the PAGA
14 Action, will not invalidate this Agreement.

15 **f. Payment of Individual Settlement Payments to Participating Class Members**

16 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement
17 Payments. The Parties agree that the Net Settlement Amount shall be divided between all
18 Participating Class Members in proportion to the number of individual Qualifying Workweeks for
19 each Class Member during the Class Period and PAGA Period. To calculate the minimum amount
20 each Class Member will receive based on their individual Qualifying Workweeks, the Net Settlement
21 Amount will be divided by the total number of Qualifying Workweeks by all Class Members during
22 the Class Period and PAGA Period then allocated on a pro rata basis. Qualifying Workweeks will be
23 rounded up to the next whole integer. Each Class Member's approximate Individual Settlement
24 Payment amount will be included in his or her Notice Packet. After final approval by the Court, the
25 Net Settlement Amount will be dispersed to Participating Class Members (those who did not exclude
26 themselves) on a pro rata basis based on the individual Qualifying Workweeks worked during the
27 Class Period by each Participating Class Member. Class Members who were employed during the
28

1 PAGA Period will receive their share of the PAGA Payment regardless of whether they Opt-out of
2 the settlement.

3 Each Individual Settlement Payment will represent wages and penalties. Settlement Payments
4 for the Class Period will be allocated using the following formula: 20% allocated to wages; 80%
5 allocated to interest and penalties. Settlement Payments for the PAGA Period will be allocated as
6 100 percent penalties. The amounts paid as wages shall be subject to all tax withholdings customarily
7 made from an employee's wages and all other authorized and required withholdings and shall be
8 reported by W-2 forms. The employer-side taxes will be paid separate from and in addition to the
9 Gross Settlement Amount. The amounts paid as penalties and interest shall be subject to all
10 authorized and required withholdings other than the tax withholdings customarily made from
11 employees' wages and shall be reported by IRS 1099 forms.

12 No later than ten (10) court days after receiving the Gross Settlement Amount from
13 Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual
14 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the
15 Net Settlement Amount allocated to wages will be reduced by applicable employer and employee
16 tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of
17 the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the
18 extent required by law for the interest and penalty portions of the Individual Settlement Payments.
19 Participating Class Members shall have 180 days from the date their Individual Settlement Payment
20 checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration
21 of that 180-day time period will be void, and the uncashed funds shall be paid to the State Controller
22 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

23 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
24 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
25 a mass search on LexisNexis or a comparable database based on set criteria and, if another address
26 is identified, the Settlement Administrator shall mail the check to the newly identified address. The
27 Settlement Administrator shall conduct the skip trace or mass search on a database and re-mail all
28 returned, undelivered checks to any newly identified address within five (5) days of receiving notice

1 that a check was undeliverable. If the Settlement Administrator is unable to obtain a valid mailing
2 address through this process, the Settlement Administrator will tender the funds from the
3 undeliverable checks to the State Controller Unclaimed Property Fund in the name of the Class
4 Member for whom the funds are designated.

5 **g. Default on Payment.**

6 Defendant's failure to fund the Gross Settlement Amount within ten (10) court days after the
7 date that the Court grants final approval of the Settlement shall be considered a default. In the event
8 Defendant fails to timely fund the Gross Settlement Amount, the Settlement Administrator will
9 provide notice to Class Counsel and Defendant's counsel within three (3) business days of the missed
10 payment. Thereafter, Defendant will have seven (7) days to cure the default and tender payment to
11 the Settlement Administrator. In the event Defendant fails to cure the default within the times set
12 forth herein, Named Plaintiffs may elect to enter judgment against Defendant, on an ex parte basis,
13 for the balance of the unpaid Gross Settlement Amount to date, and Named Plaintiffs will be entitled
14 to recover interest at ten percent (10%) per year from the due date for such payment and reasonable
15 attorneys' fees and costs.

16 **h. No Credit Toward Benefit Plans.**

17 The Individual Settlement Payments made to Participating Class Members under this
18 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to
19 calculate any additional benefits under any benefit plans to which any Class Members may be
20 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase
21 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'
22 intention that this Agreement will not affect any rights, contributions, or amounts to which any Class
23 Members may be entitled under any benefit plans.

24 **i. No Additional Contribution from Defendant**

25 Defendant's monetary obligation under this Agreement is limited to the Gross Settlement
26 Amount and any employer side payroll taxes owed on amounts characterized as wages under this
27 Agreement (with the express exception of any potential pro rata increase to the Gross Settlement
28 Amount, as described in Section 3.04(e)). All other costs and expenses arising out of or in connection

1 with the performance of this Agreement shall be paid from the Gross Settlement Amount, unless
2 expressly provided otherwise herein. However, in the event this agreement is deemed null and void
3 pursuant to Section 2.01, because the Court, in its independent determination, finds that the
4 Agreement does not meet the standards for settlement approval, then Defendant and Plaintiff shall
5 be equally responsible for the costs of the Claims Administrator incurred between the date the
6 Agreement was executed and the date of such event.

7 **ARTICLE IV**

8 **LIMITATIONS ON USE OF THIS SETTLEMENT**

9 **Section 4.01: No Admission**

10 Defendant disputes the allegations in the Actions and disputes that, but for this Settlement, a
11 Class should not have been certified in the Class Action and that any wages or penalties are due or
12 should be awarded. This Agreement is entered into solely for the purpose of settling highly disputed
13 claims. Nothing in this Agreement is intended nor will be construed as an admission of liability or
14 wrongdoing by Defendant or any of the Released Parties.

15 **Section 4.02: Non-Evidentiary Use**

16 Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor
17 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or
18 deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties,
19 including but not limited to, evidence of a presumption, concession, indication, or admission by any
20 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or
21 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further
22 proceeding in the Actions, except for the purposes of effectuating the Settlement pursuant to this
23 Agreement or for Defendant to establish that a Class Member has resolved any of his or her claims
24 released through this Agreement.

25 **Section 4.03: Nullification**

26 The Parties have agreed to the certification of the Class encompassing all claims alleged in
27 the Actions for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason
28 fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this

1 Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order
2 is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the
3 Actions in their entirety, then (i) this Agreement shall be considered null and void; (ii) neither this
4 Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all
5 Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had
6 been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to
7 stipulate to class certification of all causes of action pled in the Actions as part of the Settlement will
8 have no bearing on, and will not be admissible in connection with, the issue of whether the Class
9 should be certified by the Court in a non-settlement context in the Actions or any other action, and
10 in any of those events, Defendant expressly reserves the right to oppose certification of the Class.

11 In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the
12 Gross Settlement Amount shall not be distributed pending the completion of the appeal.

13 **ARTICLE V**

14 **RELEASES**

15 **Section 5.01: Released Claims by Class Members**

16 Upon the date Defendant transfers the Gross Settlement Amount, Named Plaintiff and
17 Participating Class Members who do not opt out of the Settlement, release the Released Parties
18 from any and all claims alleged, or that could have been alleged, in Named Plaintiff's Actions,
19 during the Class Period based on the facts alleged therein, including but not limited to (1) failure to
20 pay minimum wages under Labor Code §§ 1194, 1194.2, 1197 and Industrial Welfare Commission
21 Wage ("IWC") Order 4, § 3-4; (2) failure to pay overtime wages under Labor Code §§ 510, 1194,
22 1198 and IWC Order 4, § 3; (3) failure to authorize or provide meal periods under Labor Code §§
23 226.7 and 512 and IWC Order 4, § 11; (4) failure to authorize or permit rest periods under Labor
24 Code §§ 226.7 and IWC Order 4, § 12; (5) failure to reimburse necessary business expenses under
25 Labor Code §§ 2800 and 2802; (6) failure to furnish accurate itemized wage statements wage
26 statement violations under Labor Code § 226 and IWC Order 4; (7) failure to pay weekly wages in
27 violation of Labor Code § 201.3; (8) failure to pay wages upon separation of employment and
28 within the required time in violation of Labor Code §§ 201-203; and (9) violation of California

1 Business and Professions Code §§17200, *et seq.*, based on the preceding claims (“Released
2 Claims”).

3 **Section 5.02: Released Claims by PAGA Group Members**

4 Upon the date of funding the GSA, the State of California and PAGA Group Members release
5 the Released Parties from all claims for civil penalties under Labor Code § 2698 *et seq.* exhausted in
6 Plaintiff’s notice(s) sent to the LWDA and alleged in the Actions, which arose during the PAGA
7 Period, regardless of whether PAGA Group Members opt out of the Class Settlement. This settlement
8 is also conditioned on the covenant that PAGA Group members will not participate in or receive
9 recovery or monies in connection with any further proceeding seeking penalties under Section 2699,
10 which arose during the PAGA Period for claims based on the same facts or theories of the Released
11 Claims facts which were or could have been alleged in the Actions.

12 **Section 5.03: Named Plaintiff’s Release of Unknown Claims**

13 Upon the date of funding the GSA, Named Plaintiff, waives, releases, acquits, and forever
14 discharges the Released Parties from any and all claims, actions, charges, complaints, grievances,
15 and causes of action, of any nature arising from Named Plaintiff’s employment with Defendant,
16 whether known or unknown, which exist or may exist as of the Parties’ execution of this Agreement.

17 Section 1542 of the California Civil Code provides as follows:

18 ***“A general release does not extend to claims that the creditor or releasing***
19 ***party does not know or suspect to exist in his or her favor at the time of***
20 ***executing the release and that, if known by him or her, would have***
21 ***materially affected his or her settlement with the debtor or released party.”***

22 Plaintiff’s general release provided herein is made with an express waiver and relinquishment
23 of any claim, right, or benefit under California Civil Code § 1542.

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1 **ARTICLE VI**

2 **MISCELLANEOUS PROVISIONS**

3 **Section 6.01: Amendments or Modification**

4 The terms and provisions of this Agreement may be amended or modified only by an express
5 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel,
6 and approved by the Court.

7 **Section 6.02: Assignment**

8 None of the rights, commitments, or obligations recognized under this Agreement may be
9 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written
10 consent of each other Party and their respective counsel. The representations, warranties, covenants,
11 and agreements contained in this Agreement are for the sole benefit of the Parties under this
12 Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

13 **Section 6.03: Governing Law**

14 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
15 shall be determined, in accordance with the laws of the State of California, without regard to conflicts
16 of laws.

17 **Section 6.04: Entire Agreement**

18 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,
19 contains the entire understanding of the Parties with respect to the subject matter contained herein.
20 In case of any conflict between text contained in Articles I through VI of this Agreement and text
21 contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through VI) shall be
22 controlling, unless the Exhibits are changed by or in response to a Court order. There are no
23 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject
24 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement
25 supersedes all prior agreements and understandings among the Parties with respect to the settlement
26 of the Actions, including correspondence between Class Counsel and Defense Counsel and drafts of
27 prior agreements or proposals.

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1 **Section 6.05: Waiver of Compliance**

2 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
3 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived
4 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective
5 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or
6 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or
7 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

8 **Section 6.06: Counterparts and Fax/PDF Signatures**

9 This Agreement, and any amendments hereto, may be executed in any number of counterparts
10 and any Party and/or their respective counsel may execute any such counterpart, each of which when
11 executed and delivered shall be deemed to be an original. All counterparts taken together shall
12 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original
13 signature.

14 **Section 6.07: Meet and Confer Regarding Disputes**

15 Should any dispute arise among the Parties or their respective counsel regarding the
16 implementation or interpretation of this Agreement, a representative of Class Counsel and a
17 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior
18 to submitting such disputes to the Court.

19 **Section 6.08: Agreement Binding on Successors**

20 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
21 of each of the Parties.

22 **Section 6.09: Cooperation in Drafting**

23 The Parties have cooperated in the negotiation and preparation of this Agreement. This
24 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
25 was the drafter or participated in the drafting of this Agreement.

26 **Section 6.10: Fair and Reasonable Settlement**

27 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
28 the Actions and have arrived at this Agreement through arm's-length negotiation and in the context

1 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties
2 further believe that the Settlement is and is consistent with public policy, and fully complies with
3 applicable law.

4 **Section 6.11: Headings**

5 The descriptive heading of any section or paragraph of this Agreement is inserted for
6 convenience of reference only and does not constitute a part of this Agreement and shall not be
7 considered in interpreting this Agreement.

8 **Section 6.12: Notice**

9 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
10 communications under this Agreement must be in writing and addressed as follows:

11 *To Named Plaintiffs and the Class:*

12 Kashif Haque
13 Samuel A. Wong
14 Jessica L. Campbell
15 Alexander G.L. Davies
16 AEGIS LAW FIRM, PC
17 9811 Irvine Center Drive, Suite 100
18 Irvine, California 92618
19 Telephone: (949) 379-6250
20 Facsimile: (949) 379-6251

21 And

22 *To Defendant:*

23 ROGERS JOSEPH O'DONNELL
24 Sharon Ongerth Rossi
25 Emily Wieser
26 311 California Street, 10th Floor
27 San Francisco, California 94104
28 Telephone: 415.956.2828
Facsimile: 415.956.6457

29 **Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction**

30 To the extent consistent with class action procedure, this Agreement shall be enforceable by
31 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court
32 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Actions or the
33 liability of the Parties resulting from the allegations of the Actions. Its sole purpose is to adopt the

1 terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall
2 retain continuing jurisdiction over the Actions and over all Parties and Class Members, to the fullest
3 extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more
4 of the Parties institutes any legal action or other proceeding against any other Party or Parties to
5 enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover
6 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
7 fees incurred in connection with any enforcement actions.

8 **Section 6.14: Mutual Full Cooperation**

9 The Parties agree fully to cooperate with each other to accomplish the terms of this
10 Agreement, including but not limited to the execution of such documents, and the taking of such
11 other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties
12 to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its
13 terms. In the event the Parties are unable to reach agreement on the form or content of any document
14 needed to implement the Settlement, or on any supplemental provisions that may become necessary
15 to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

16 **Section 6.15: Authorization to Act**

17 Class Counsel warrants and represents that they are authorized by Named Plaintiffs, and
18 Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action
19 required to effectuate the terms of this Agreement, except for signing documents, including but not
20 limited to this Agreement, that are required to be signed by the Parties themselves. Defendant
21 represents and warrants that the individual executing this Agreement on its behalf has the full right,
22 power, and authority to enter into this Agreement and to carry out the transactions contemplated
23 herein.

24 **Section 6.16: No Reliance on Representations**

25 The Parties have made such investigation of the facts and the law pertaining to the matters
26 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,
27 on any statement, promise, or representation of fact or law, made by any of the other parties, or any
28 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted

rights, or with regard to the advisability of entering into and executing this Agreement, or with respect to any other matters. No representations, warranties, or inducements, except as expressly set forth herein, have been made to any party concerning this Agreement.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____ LESLIE SUAREZ

By: _____
Named Plaintiff

Dated: _____ INTEGRATED SECURITY SERVICES, INC.

By: _____
Alan Schissel
President

APPROVED AS TO FORM ONLY:

Dated: _____ AEGIS LAW FIRM, PC

By: _____
Samuel A. Wong
Jessica L. Campbell
Alexander G.L. Davies

Attorneys for Named Plaintiff Leslie Suarez

Dated: _____ ROGERS JOSEPH O'DONNELL

By: _____
Sharon Ongerth Rossi
Emily Wieser

Attorneys for Defendant Integrated Security
Services, Inc.

EXHIBIT 3

THIS IS AN IMPORTANT COURT APPROVED NOTICE. READ CAREFULLY.

Leslie Suarez, et al. v. Integrated Security Services, Inc., et al.,
San Francisco County Superior Court
Case Nos. CGC-21-596612; and CGC-22-597580

**If you worked for Integrated Security Services, Inc., as a non-exempt employee in California
at any time from May 8, 2017 through January 15, 2023.
a settlement of a class action lawsuit may affect your rights.**

This is a court-authorized notice. It is not a solicitation from a lawyer.

- A proposed global settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Leslie Suarez, et al. v. Integrated Security Services, Inc., et al.*, San Francisco County Superior Court, Case No. CGC-21-596612 and representative Private Attorneys’ General Act (“PAGA”) lawsuit entitled *Leslie Suarez, et al. v. Integrated Security Services, Inc., et al.*, San Francisco County Superior Court, Case No. CGC-22-597580 (collectively, the “Lawsuits”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the Lawsuits, and to inform you of your rights and options in connection with the Lawsuits and the proposed settlement.
- The Court has preliminarily approved a class action settlement (the “Settlement”) with Defendant Integrated Security Services, Inc. (“ISS”), which will affect all individuals who worked for ISS as non-exempt employees in California at any time between May 8, 2017, through January 15, 2023 (the “Class”).
- The Settlement also resolves Plaintiff’s claim for PAGA penalties for Labor Code violations purportedly suffered between May 8, 2020, through January 15, 2023 (the “PAGA Period”).
- If the Court grants final approval of the Settlement, there may be money available to you.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
PARTICIPATE IN THE SETTLEMENT – <u>NO ACTION REQUIRED</u>	Stay in this Lawsuit. Receive a payment. Cannot pursue your own lawsuit. By doing nothing, you become part of the Class and will collect a Settlement award as detailed below. But you will not be able to bring your own lawsuit against ISS for wage and hour violations that relate to the claims brought in this Lawsuit.
OBJECT TO THE SETTLEMENT	Stay in this Lawsuit. Receive a payment. Object to the Class Settlement. Cannot pursue your own lawsuit. To object to the Class Settlement, you must write to the Settlement Administrator, by letter or by email, about why you do not like the Settlement. Alternatively, you may also orally object to the settlement at the Final Approval Hearing. You will remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object.

ASK TO BE EXCLUDED	Opt-Out of the Class Settlement. Receive a smaller or no payment from the Settlement. Keep your right to pursue your own lawsuit for damages. If you ask to be excluded from the Class Settlement, you keep your right to sue ISS separately about the legal claims in this Lawsuits, except as to the claim for PAGA penalties. If you choose this option, you must exclude yourself, in writing, from the Class Settlement. As a result, you may receive no payment at all. At most, you will receive a very small payment for resolution of the PAGA claim if you were employed as a non-exempt employee in California during the PAGA Period.
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- **Regardless of the option you choose, you will not be retaliated against for exercising your rights.** To object to the Class Settlement or to ask to be excluded, you must act before [DATE].
- **Any questions?** Read on or contact the Settlement Administrator listed below at 1-888-250-6810.

BASIC INFORMATION

1. Why did I get this notice?

ISS's records show that you worked for ISS in California as a non-exempt employee at some point between May 8, 2017 and January 15, 2023.

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the final hearing. You have legal rights and options that you may exercise as part of this settlement. Judge Ethan P. Schulman of the Superior Court of the State of California, County of San Francisco, is overseeing the Lawsuits.

2. What is this lawsuit about?

In the Lawsuits, Plaintiff Leslie Suarez ("Plaintiff") claims that ISS: (1) failed to properly pay minimum wages for all hours worked; (2) failed to pay overtime properly; (3) failed to provide legally compliant meal periods; (4) failed to provide legally compliant rest periods; (5) failed to properly reimburse employees for necessary business expenses; (6) failed to provide accurate, itemized wage statements; (7) failed to pay wages at the legally required intervals ; and (8) committed unfair business practices by virtue of these alleged legal violations, and that these alleged violations entitled Plaintiff to recover civil penalties to be split 75% to the State of California and 25% to certain employees. Plaintiffs also claimed entitlement to restitution, interest, attorneys' fees, and costs. You can read Plaintiff's allegations as stated in the operative Complaints in the Lawsuits, which are available at [settlement administrator website].

Throughout the litigation, ISS has denied—and continues to deny—the factual and legal allegations in the case. ISS does not believe that it violated any law or regulation relating to how it paid employees, when it paid employees, how much it paid employees, or how wage statements displayed information. ISS denies any wrongdoing and asserts that its conduct at all times complied with the law. ISS further denies that it owes the monies claimed in the Lawsuits. However, ISS has voluntarily agreed to the terms of a negotiated settlement in order to avoid the burden and expense of continued litigation.

3. What is a class action and who is involved?

In a class action lawsuit such as this, a person called the “Class Representative” sues on behalf of other people who may have similar claims. The people together are a “Class” or “Class Members.” The person who is the Class Representative is also called the plaintiff. The company sued is called the defendant. In class action litigation, one Court resolves the issues for everyone in the Class in one lawsuit, except for those people who choose to exclude themselves from the Class.

The Lawsuits also includes a PAGA claim where Plaintiff acts on behalf of the State to recover penalties for alleged Labor Code violations on behalf of PAGA Group Members (those non-exempt employees who were employed by Defendant at any point during the PAGA Period). In a PAGA action, where penalties are awarded (either by virtue of a settlement or following a court trial) the penalties are distributed to both the State and the aggrieved employees (PAGA Group Members), with 75% of the civil penalties distributed to the State and 25% of the civil penalties distributed to PAGA Group Members. This Settlement will resolve Plaintiff’s claim for civil penalties arising from claims made by Plaintiff or his counsel in the Lawsuits during the period of May 8, 2020, to January 15, 2023 (the “PAGA Period”). As a result of the Settlement, PAGA Group Members will be barred from bringing another PAGA lawsuit on behalf of the State for the same penalties.

4. Why is this Lawsuit a class action?

For settlement purposes only, Plaintiff and ISS agreed that this case can proceed as a class action and to ask the Court to approve the settlement for the Class. The Court has not ruled on the merits of the case, including whether it would be appropriate to certify this case as class action based on the facts of the case. The decision to certify the Class for settlement purposes should not be viewed as a prediction or agreement that Plaintiffs or the Class would ultimately prevail on the merits of the action, on a class action basis or otherwise.

5. What are the terms of the proposed Settlement?

Subject to final Court approval, the major terms of the Settlement are as follows:

1. ISS has agreed to pay \$355,000.00 to settle the claims made in this lawsuit. This amount is also known as the “Gross Settlement Amount”.
2. Plaintiff has agreed to release all of their claims in this lawsuit against ISS.
3. **Class Settlement Payments:** Plaintiff seeks the following deductions from the \$355,000.00 Gross Settlement Amount:
 - a. Up to one-third (1/3) of the Gross Settlement Amount (currently equal to \$118,333.33) for Class Counsel’s attorneys’ fees.
 - b. Up to \$12,000.00 for reimbursement of Class Counsel’s litigation costs.

- c. An incentive award of up to \$5,000.00 to Plaintiff for filing the Lawsuits, performing work in connection with the Lawsuits, and undertaking the risks of filing the Lawsuits.
- d. Up to \$5,850.00 to cover the costs of the Settlement Administrator.
- e. Payment of \$12,000.00, for release of PAGA claims, 75 % of which will be paid to the State of California and 25% to be shared among Class Members who were employed during the PAGA Period, regardless of whether they opt-out.

If the Court approves the requested deductions, there will be approximately \$201,816.67 remaining, to be distributed to Settlement Class Members. The remaining funds will be referred to as the “Net Settlement Amount.” Any amounts not requested or awarded by the Court will be included in the Net Settlement Amount. The Net Settlement Amount will be distributed to Class Members who do not request exclusion (the “Settlement Class Members”) on a pro rata basis, less applicable taxes, according to the number of weeks they worked during the Class Period.

PAGA Settlement Payments. A portion of the Gross Settlement Amount in the amount of \$3,000.00, will be set aside for Class Members who worked for ISS in California at some point during the PAGA Period. If you are a member of the PAGA Group, you will receive a pro rata share of the PAGA Group Payment, regardless of whether you opt-out of the settlement. You will not be able to pursue any claim on behalf of the State for such penalties.

Settlement Payments Generally. If a settlement check remains uncashed after 180 days from issuance, the check will become void and a stop payment will be placed on the uncashed check and the amount will be held with the Controller of the State of California to be held under the Unclaimed Property Law.

Your estimated settlement payment is listed in Section 8 of this Notice. Applicable taxes will be withheld from your payment.

WHO IS IN THE CLASS?

6. Am I part of this Class?

The “Class” includes: All non-exempt employees who worked for ISS in California at any time between May 8, 2017, through January 15, 2023 (the “Class Period”).

7. I’m still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting ILYM Group, Inc., the “Settlement Administrator”, at the designated phone number for this matter at 1-888-250-6810 or by calling or writing the lawyers representing the Class in this case (“Class Counsel”), at the phone number or address listed in Section 13.

8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by ISS, the total number of weeks you worked in California for ISS during the Class Period is _____; the total number of you weeks in California for ISS during the PAGA Period is_____.

Based on information provided above and anticipated court-approved deductions, your share of the Class Settlement is estimated to be \$_____, less applicable taxes and withholdings. You share of the PAGA portion of the Settlement is estimated to be \$_____.

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 16, below, of any changes to your mailing address for timely payment.

Disputing Your Payment Amount

If you believe your total weeks worked during either the Class or PAGA Periods shown above are not correct, you may send a letter or email to the Settlement Administrator indicating what you believe is correct by no later than [DATE]. You should also send any documents or other information that supports your belief. The Settlement Administrator will attempt to resolve any dispute based on ISS's records and any information you provide. Once a final decision has been rendered with respect to any Class Member Workweek disputes, the Settlement Administrator shall inform Class Members of the final decision.

9. What rights am I releasing if I participate in the Settlement?

If the Court grants final approval of the Settlement and you do not opt out of the Settlement, you will be deemed to have released ISS, its officers, shareholders, directors, agents, clients, employees, attorneys, insurers, predecessors or successors ("Releasees") from any and all claims alleged, or that could have been alleged, in the Lawsuits during the Class Period, including but not limited to (1) failure to pay minimum wages under Labor Code §§ 1194, 1194.2, 1197 and Industrial Welfare Commission Wage ("IWC") Order 4, § 3-4; (2) failure to pay overtime wages under Labor Code §§ 510, 1194, 1198 and IWC Order 4, § 3; (3) failure to authorize or provide meal periods under Labor Code §§ 226.7 and 512 and IWC Order 4, § 11; (4) failure to authorize or permit rest periods under Labor Code §§ 226.7 and IWC Order 4, § 12; (5) failure to reimburse necessary business expenses under Labor Code §§2800 and 2802; (6) failure to furnish accurate itemized wage statement violations under Labor Code § 226 and IWC Order 4; (7) failure to pay weekly wages in violation of Labor Code § 201.3; (8) failure to pay wages upon separation of employment and within the required time in violation of Labor Code §§ 201-203;; and (9) violations of California Business and Professions Code §§17200, *et seq.*, based on the preceding claims ("Released Claims").

Additionally, if you worked during the PAGA Period (May 8, 2020 through January 15, 2023) you are a PAGA Group Member and you will also release the right to bring a claim for civil penalties on behalf of the State (and other employees) based on the same facts or theories as the Released Claims, which arose during the PAGA Period, even if you have formally opted-out of being a Settlement Class Member. Settlement is also conditioned on the covenant of the PAGA Group members that they will not

participate in or receive recovery or monies in connection with any further proceeding seeking penalties under Section 2699, which arose during the PAGA Period for claims based on the same facts or theories as the Released Claims facts which were or could have been alleged in the Lawsuits.

10. How do I object to the Settlement?

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (*i.e.*, must not opt out). In order to object, you may mail, fax, or email a written objection to the Settlement Administrator at the address in Section 16 below. To be valid, your objection must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) state the grounds for the objection; (3) be signed by you; and (4) indicate whether you intend to appear at the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection. Your written objection to the Settlement Administrator must be postmarked on or before [DATE]. You may also appear in person at the Final Fairness and Approval Hearing to present any oral objections, even if you do not submit a timely written objection.

11. Why would I ask to be excluded?

You have the right to exclude yourself from the Class (and the Class Settlement). If you exclude yourself from the Class—sometimes called "opting-out" of the Class – you won't get any money or benefits from the Class Settlement. However, you may then be able to sue or continue to sue ISS for your own claims if permitted by law. If you exclude yourself, you will not be legally bound by the Court's ruling in this Class Action lawsuit. You will still be bound by the release of the PAGA lawsuit, as explained above. Whether or not you submit a Request for Exclusion, you will still receive a small PAGA Group Payment if you are determined to be a part of the PAGA Group.

12. How do I ask to be excluded from the Class?

If you are a Class Member and would like to exclude yourself from the Class ("opt-out"), you, or your authorized representative, need to submit a written statement requesting exclusion from the Class to the Settlement Administrator at the address in Section 16 below. The statement must be signed by you or your authorized representative and must be postmarked, faxed, or emailed on or before [DATE]. To be valid, your request for exclusion must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) contain a clear statement that you are requesting to opt out of, or be excluded from, the Settlement in the matters of *Suarez. v. Integrated Security Services, Inc., et al*; and (3) be signed by you.

Any Class Member who requests to be excluded from the Class will not be entitled to any recovery under the Class Settlement and will not be bound by the Class Settlement or have any right to object, appeal, or comment on the Class Settlement. Class Members who fail to submit a valid and timely request for exclusion will be bound by all terms of the Class Settlement and any ruling from the Court to give final approval of the Class Settlement. But Class Members cannot opt out of releasing the claim PAGA penalties alleged in the PAGA Lawsuit, as that claim belongs to the State of California and Plaintiff has agreed to release that claim by acting as a proxy for the State.

THE LAWYERS REPRESENTING YOU

13. Who are the attorneys representing the Parties?

Lawyers for the Class

Samuel A. Wong (swong@aegislawfirm.com)
Kashif Haque (khaque@aegislawfirm.com)
Jessica L. Campbell (jcampbell@aegislawfirm.com)
Alexander G.L. Davies (adavies@aegislawfirm.com)
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, CA 92618
Tel: 949-379-6250

ISS' Lawyers

Sharon Ongerth Rossi (srossi@rjo.com)
Emily Wieser (ewieser@rjo.com)
ROGERS JOSEPH O'DONNELL
311 California Street, 10th Floor
San Francisco, California 94104
Telephone: 415.956.2828
Facsimile: 415.956.6457

The Court has preliminarily decided that Aegis Law Firm, PC, is qualified to represent you and all Class Members. The law firm's attorneys are experienced in handling similar cases against other employers. More information about this law firm, their practice, and their lawyers' experience is available at www.aegislawfirm.com.

14. How will the lawyers be paid?

As part of the Settlement with ISS, Class Counsel has requested one-third of the Gross Settlement Amount (currently equal to \$118,333.33) in attorneys' fees, plus costs not to exceed \$12,000, to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel's fees and costs from your Individual Settlement Payment.

15. How will Plaintiff be paid?

As part of the Settlement with ISS, Class Counsel has requested an enhancement payment of up to \$5,000.00 to be paid to Plaintiff for his effort in this matter during initial investigation, discovery, mediation and the like, while serving as Class Representative and taking on the burden and risks of litigation.

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

16. Who is handling the Settlement Administration process?

ILYM Group, Inc.
14771 Plaza Dr L,
Tustin, CA 92780
(888) 250-6810
[Fax Number]
[Email address]

17. When is the Final Approval Hearing and do I have to attend?

The Final Approval Hearing has been set for [DATE], at [TIME] in Department 304 of the San Francisco County Superior Court for the State of California, located at 400 McAllister Street, San Francisco, CA 94102-4514. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement, you may appear at the hearing. Please note that the hearing may be continued without further notice to the Class. Make sure you check the Court's website before attempting to come to Court in person. You may be required to appear only by phone or video, depending on the current safety requirements due to the pandemic. Should the Court continue the final approval hearing, Class Counsel shall provide notice to all Class Members who submitted objections.

18. When will I get money after the hearing?

The Court will hold a hearing on [DATE], to decide whether to approve the settlement. If the Court approves the settlement, then there may be appeals if anyone objects. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. If the Court approves the settlement and if you do not opt out, your individual payment set forth in Section 8 above is expected to be distributed after ISS makes payment to the Settlement Administrator. If there are no objections or appeals, ISS will transfer the settlement funds within 10 calendar days of approval, and the Administrator will then distribute the funds. If there are objections or appeals, the payment can be delayed by at least 65 days, or even over a year. To check on the progress of the settlement, contact the Settlement Administrator or Class Counsel at the phone number or address listed in Section 19.

GETTING MORE INFORMATION

19. Are more details available?

For more information, the pleadings and other records in this litigation, including copies of the Settlement Agreement, may be examined at any time during regular business hours at the office of the Clerk of the Superior Court of the State of California for San Francisco County, at the San Francisco Superior Court, located at 400 McAllister Street, San Francisco, CA 94102-4514. You can also view the case records online at the court's website: <https://webapps.sftc.org/captcha/captcha.dll?referrer=https://webapps.sftc.org/ci/CaseInfo.dll>. Select the Captcha option for "I'm not a robot", and the Civil Case Information Search Option should appear. Follow the instructions for submitting the Case Number(s): CGC-21-596612, or CGC-22-597580. Then click "search" to view the case record.

Any questions regarding this Class Notice or the Lawsuits may be directed to the Claims Administrator at the below address and telephone number. Alternatively, you may contact your own attorney, at your own expense, to advise you, or you may contact the Lawyers for the Class at the address, telephone number or email address set forth above in Paragraph 13. If your address changes, or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

Settlement Administrator:

ILYM Group, Inc.
14771 Plaza Dr L,
Tustin, CA 92780
(888) 250-6810
[Fax Number]
[Email]

**PLEASE DO NOT CALL OR WRITE TO THE COURT, OR TO ANY OF DEFENDANT'S
MANAGERS, SUPERVISORS, OR DEFENDANT'S ATTORNEYS WITH QUESTIONS.
ABOUT THIS NOTICE**

EXHIBIT 4

THIS IS AN IMPORTANT COURT APPROVED NOTICE. READ CAREFULLY.

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Leslie Suarez, et al. v. Integrated Security Services, Inc., et al.,
San Francisco County Superior Court
Case Nos. CGC-21-596612; and CGC-22-597580

**If you worked for Integrated Security Services, Inc., as a non-exempt employee in California
at any time from May 8, 2017 through January 15, 2023.
a settlement of a class action lawsuit may affect your rights.**

This is a court-authorized notice. It is not a solicitation from a lawyer.

- A proposed global settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Leslie Suarez, et al. v. Integrated Security Services, Inc., et al.*, San Francisco County Superior Court, Case No. CGC-21-596612 and representative Private Attorneys’ General Act (“PAGA”) lawsuit entitled *Leslie Suarez, et al. v. Integrated Security Services, Inc., et al.*, San Francisco County Superior Court, Case No. CGC-22-597580 (collectively, the “Lawsuits”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the Lawsuits, and to inform you of your rights and options in connection with the Lawsuits and the proposed settlement.
- The Court has preliminarily approved a class action settlement (the “Settlement”) with Defendant Integrated Security Services, Inc. (“ISS”), which will affect all individuals who worked for ISS as non-exempt employees in California at any time between May 8, 2017, through January 15, 2023 (the “Class”).
- The Settlement also resolves Plaintiff’s claim for PAGA penalties for Labor Code violations purportedly suffered between May 8, 2020, through January 15, 2023 (the “PAGA Period”).
- If the Court grants final approval of the Settlement, there may be money available to you.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
PARTICIPATE IN THE SETTLEMENT – <u>NO ACTION REQUIRED</u>	Stay in this Lawsuit. Receive a payment. Cannot pursue your own lawsuit. By doing nothing, you become part of the Class and will collect a Settlement award as detailed below. But you will not be able to bring your own lawsuit against ISS for wage and hour violations that relate to the claims brought in this Lawsuit.
OBJECT TO THE SETTLEMENT	Stay in this Lawsuit. Receive a payment. Object to the Class Settlement. Cannot pursue your own lawsuit. To object to the Class Settlement, you must write to the Settlement Administrator, by letter or by email, about why you do not like the Settlement. Alternatively, you may also orally object to the settlement at the Final Approval Hearing. You will remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object.

ASK TO BE EXCLUDED	Opt-Out of the Class Settlement. Receive a smaller or no payment from the Settlement. Keep your right to pursue your own lawsuit for damages. If you ask to be excluded from the Class Settlement, you keep your right to sue ISS separately about the legal claims in this Lawsuits, except as to the claim for PAGA penalties. If you choose this option, you must exclude yourself, in writing, from the Class Settlement. As a result, you may receive no payment at all. At most, you will receive a very small payment for resolution of the PAGA claim if you were employed as a non-exempt employee in California during the PAGA Period.
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- **Regardless of the option you choose, you will not be retaliated against for exercising your rights.** To object to the Class Settlement or to ask to be excluded, you must act before **[DATE]**.
- **Any questions?** Read on or contact the Settlement Administrator listed below at 1-888-250-6810.

BASIC INFORMATION

1. Why did I get this notice?

ISS's records show that you worked for ISS in California as a non-exempt employee at some point between May 8, 2017 and January 15, 2023.

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the final hearing. You have legal rights and options that you may exercise as part of this settlement. Judge Ethan P. Schulman of the Superior Court of the State of California, County of San Francisco, is overseeing the Lawsuits.

2. What is this lawsuit about?

In the Lawsuits, Plaintiff Leslie Suarez ("Plaintiff") claims that ISS: (1) failed to properly pay minimum wages for all hours worked; (2) failed to pay overtime properly; (3) failed to provide legally compliant meal periods; (4) failed to provide legally compliant rest periods; (5) failed to properly reimburse employees for necessary business expenses; (6) failed to provide accurate, itemized wage statements; (7) failed to pay wages at the legally required intervals ; and (8) committed unfair business practices by virtue of these alleged legal violations, and that these alleged violations entitled Plaintiff to recover civil penalties to be split 75% to the State of California and 25% to certain employees. Plaintiffs also claimed entitlement to restitution, interest, attorneys' fees, and costs. You can read Plaintiff's allegations as stated in the operative Complaints in the Lawsuits, which are available at [[settlement administrator website](#)].

Throughout the litigation, ISS has denied—and continues to deny—the factual and legal allegations in the case. ISS does not believe that it violated any law or regulation relating to how it paid employees, when it paid employees, how much it paid employees, or how wage statements displayed information. ISS denies any wrongdoing and asserts that its conduct at all times complied with the law. ISS further denies that it owes the monies claimed in the Lawsuits. However, ISS has voluntarily agreed to the terms of a negotiated settlement in order to avoid the burden and expense of continued litigation.

3. What is a class action and who is involved?

In a class action lawsuit such as this, a person called the “Class Representative” sues on behalf of other people who may have similar claims. The people together are a “Class” or “Class Members.” The person who is the Class Representative is also called the plaintiff. The company sued is called the defendant. In class action litigation, one Court resolves the issues for everyone in the Class in one lawsuit, except for those people who choose to exclude themselves from the Class.

The Lawsuits also includes a PAGA claim where Plaintiff acts on behalf of the State to recover penalties for alleged Labor Code violations on behalf of PAGA Group Members (those non-exempt employees who were employed by Defendant at any point during the PAGA Period). In a PAGA action, where penalties are awarded (either by virtue of a settlement or following a court trial) the penalties are distributed to both the State and the aggrieved employees (PAGA Group Members), with 75% of the civil penalties distributed to the State and 25% of the civil penalties distributed to PAGA Group Members. This Settlement will resolve Plaintiff’s claim for civil penalties arising from claims made by Plaintiff or his counsel in the Lawsuits during the period of May 8, 2020, to January 15, 2023 (the “PAGA Period”). As a result of the Settlement, PAGA Group Members will be barred from bringing another PAGA lawsuit on behalf of the State for the same penalties.

4. Why is this Lawsuit a class action?

For settlement purposes only, Plaintiff and ISS agreed that this case can proceed as a class action and to ask the Court to approve the settlement for the Class. The Court has not ruled on the merits of the case, including whether it would be appropriate to certify this case as class action based on the facts of the case. The decision to certify the Class for settlement purposes should not be viewed as a prediction or agreement that Plaintiffs or the Class would ultimately prevail on the merits of the action, on a class action basis or otherwise.

5. What are the terms of the proposed Settlement?

Subject to final Court approval, the major terms of the Settlement are as follows:

1. ISS has agreed to pay \$355,000.00 to settle the claims made in this lawsuit. This amount is also known as the “Gross Settlement Amount”.
2. Plaintiff has agreed to release all of their claims in this lawsuit against ISS.
3. **Class Settlement Payments:** Plaintiff seeks the following deductions from the \$355,000.00 Gross Settlement Amount:
 - a. Up to one-third (1/3) of the Gross Settlement Amount (currently equal to \$118,333.33) for Class Counsel’s attorneys’ fees.
 - b. Up to \$12,000.00 for reimbursement of Class Counsel’s litigation costs.

- c. An incentive award of up to \$5,000.00 to Plaintiff for filing the Lawsuits, performing work in connection with the Lawsuits, and undertaking the risks of filing the Lawsuits.
- d. Up to \$5,8750.00 to cover the costs of the Settlement Administrator.
- e. Payment of \$12,000.00, for release of PAGA claims, 75 % of which will be paid to the State of California and 25% to be shared among Class Members who were employed during the PAGA Period, regardless of whether they opt-out.

If the Court approves the requested deductions, there will be approximately \$201,8916.67 remaining, to be distributed to Settlement Class Members. The remaining funds will be referred to as the “Net Settlement Amount.” Any amounts not requested or awarded by the Court will be included in the Net Settlement Amount. The Net Settlement Amount will be distributed to Class Members who do not request exclusion (the “Settlement Class Members”) on a pro rata basis, less applicable taxes, according to the number of weeks they worked during the Class Period.

PAGA Settlement Payments. A portion of the Gross Settlement Amount in the amount of \$3,000.00, will be set aside for Class Members who worked for ISS in California at some point during the PAGA Period. If you are a member of the PAGA Group, you will receive a pro rata share of the PAGA Group Payment, regardless of whether you opt-out of the settlement. You will not be able to pursue any claim on behalf of the State for such penalties.

Settlement Payments Generally. If a settlement check remains uncashed after 180 days from issuance, the check will become void and a stop payment will be placed on the uncashed check and the amount will be held with the Controller of the State of California to be held under the Unclaimed Property Law.

Your estimated settlement payment is listed in Section 8 of this Notice. Applicable taxes will be withheld from your payment.

WHO IS IN THE CLASS?

6. Am I part of this Class?

The “Class” includes: All non-exempt employees who worked for ISS in California at any time between May 8, 2017, through January 15, 2023 (the “Class Period”).

7. I’m still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting ILYM Group, Inc., the “Settlement Administrator”, at the designated phone number for this matter at 1-888-250-6810 or by calling or writing the lawyers representing the Class in this case (“Class Counsel”), at the phone number or address listed in Section 13.

8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by ISS, the total number of weeks you worked in California for ISS during the Class Period is _____; the total number of you weeks in California for ISS during the PAGA Period is _____.

Based on information provided above and anticipated court-approved deductions, your share of the Class Settlement is estimated to be \$_____, less applicable taxes and withholdings. Your share of the PAGA portion of the Settlement is estimated to be \$_____.

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 16, below, of any changes to your mailing address for timely payment.

Disputing Your Payment Amount

If you believe your total weeks worked during either the Class or PAGA Periods shown above are not correct, you may send a letter or email to the Settlement Administrator indicating what you believe is correct by no later than [DATE]. You should also send any documents or other information that supports your belief. The Settlement Administrator will attempt to resolve any dispute based on ISS's records and any information you provide. Once a final decision has been rendered with respect to any Class Member Workweek disputes, the Settlement Administrator shall inform Class Members of the final decision. ~~Any disputes not resolved by the Settlement Administrator will be resolved by the Court.~~

9. What rights am I releasing if I participate in the Settlement?

If the Court grants final approval of the Settlement and you do not opt out of the Settlement, you will be deemed to have released ISS, its officers, shareholders, directors, agents, clients, employees, attorneys, insurers, predecessors or successors ("Releasees") from any and all claims alleged, or that could have been alleged, in the Lawsuits during the Class Period, including but not limited to (1) failure to pay minimum wages under Labor Code §§ 1194, 1194.2, 1197 and Industrial Welfare Commission Wage ("IWC") Order 4, § 3-4; (2) failure to pay overtime wages under Labor Code §§ 510, 1194, 1198 and IWC Order 4, § 3; (3) failure to authorize or provide meal periods under Labor Code §§ 226.7 and 512 and IWC Order 4, § 11; (4) failure to authorize or permit rest periods under Labor Code §§ 226.7 and IWC Order 4, § 12; (5) failure to reimburse necessary business expenses under Labor Code §§ 2800 and 2802; (6) failure to furnish accurate itemized wage statement violations under Labor Code § 226 and IWC Order 4; (7) failure to pay weekly wages in violation of Labor Code § 201.3; (8) failure to pay wages upon separation of employment and within the required time in violation of Labor Code §§ 201-203; and (9) violations of California Business and Professions Code §§ 17200, *et seq.*, based on the preceding claims ("Released Claims").

Additionally, if you worked during the PAGA Period (May 8, 2020 through January 15, 2023) you are a PAGA Group Member and you will also release the right to bring a claim for civil penalties on behalf of the State (and other employees) based on the same facts or theories as the Released Claims, which arose during the PAGA Period, even if you have formally opted-out of being a Settlement Class Member. Settlement is also conditioned on the covenant of the PAGA Group members that they will not participate in or receive recovery or monies in connection with any further proceeding seeking penalties

under Section 2699, which arose during the PAGA Period for claims based on the same facts or theories as the Released Claims facts which were or could have been alleged in the Lawsuits.

10. How do I object to the Settlement?

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (*i.e.*, must not opt out). In order to object, you may mail, fax, or email a written objection to the Settlement Administrator at the address in Section 16 below. To be valid, your objection must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) state the grounds for the objection; (3) be signed by you; and (4) indicate whether you intend to appear at the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection. Your written objection to the Settlement Administrator must be postmarked on or before [DATE]. You may also appear in person at the Final Fairness and Approval Hearing to present any oral objections, even if you do not submit a timely written objection.

11. Why would I ask to be excluded?

You have the right to exclude yourself from the Class (and the Class Settlement). If you exclude yourself from the Class—sometimes called "opting-out" of the Class – you won't get any money or benefits from the Class Settlement. However, you may then be able to sue or continue to sue ISS for your own claims if permitted by law. If you exclude yourself, you will not be legally bound by the Court's ruling in this Class Action lawsuit. You will still be bound by the release of the PAGA lawsuit, as explained above. Whether or not you submit a Request for Exclusion, you will still receive a small PAGA Group Payment if you are determined to be a part of the PAGA Group.

12. How do I ask to be excluded from the Class?

If you are a Class Member and would like to exclude yourself from the Class ("opt-out"), you, or your authorized representative, need to submit a written statement requesting exclusion from the Class to the Settlement Administrator at the address in Section 16 below. The statement must be signed by you or your authorized representative and must be postmarked, faxed, or emailed on or before [DATE]. To be valid, your request for exclusion must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) contain a clear statement that you are requesting to opt out of, or be excluded from, the Settlement in the matters of *Suarez. v. Integrated Security Services, Inc., et al*; and (3) be signed by you.

Any Class Member who requests to be excluded from the Class will not be entitled to any recovery under the Class Settlement and will not be bound by the Class Settlement or have any right to object, appeal, or comment on the Class Settlement. Class Members who fail to submit a valid and timely request for exclusion will be bound by all terms of the Class Settlement and any ruling from the Court to give final approval of the Class Settlement. But Class Members cannot opt out of releasing the claim PAGA penalties alleged in the PAGA Lawsuit, as that claim belongs to the State of California and Plaintiff has agreed to release that claim by acting as a proxy for the State.

THE LAWYERS REPRESENTING YOU

13. Who are the attorneys representing the Parties?

Lawyers for the Class

Samuel A. Wong (swong@aegislawfirm.com)
Kashif Haque (khaque@aegislawfirm.com)
Jessica L. Campbell (jcampbell@aegislawfirm.com)
Alexander G.L. Davies (adavies@aegislawfirm.com)
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, CA 92618
Tel: 949-379-6250

ISS' Lawyers

Sharon Ongerth Rossi (srossi@rjo.com)
Emily Wieser (ewieser@rjo.com)
ROGERS JOSEPH O'DONNELL
311 California Street, 10th Floor
San Francisco, California 94104
Telephone: 415.956.2828
Facsimile: 415.956.6457

The Court has preliminarily decided that Aegis Law Firm, PC, is qualified to represent you and all Class Members. The law firm's attorneys are experienced in handling similar cases against other employers. More information about this law firm, their practice, and their lawyers' experience is available at www.aegislawfirm.com.

14. How will the lawyers be paid?

As part of the Settlement with ISS, Class Counsel has requested one-third of the Gross Settlement Amount (currently equal to \$118,333.33) in attorneys' fees, plus costs not to exceed \$12,000, to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel's fees and costs from your Individual Settlement Payment.

15. How will Plaintiffs be paid?

As part of the Settlement with ISS, Class Counsel has requested an enhancement payment of up to \$5,000.00 to be paid to Plaintiff for his effort in this matter during initial investigation, discovery, mediation and the like, while serving as Class Representative and taking on the burden and risks of litigation.

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

16. Who is handling the Settlement Administration process?

ILYM Group, Inc.
14771 Plaza Dr L,
Tustin, CA 92780
(888) 250-6810
[Fax Number]
[Email address]

17. When is the Final Approval Hearing and do I have to attend?

The Final Approval Hearing has been set for [DATE], at [TIME] in Department 304 of the San Francisco County Superior Court for the State of California, located at 400 McAllister Street, San Francisco, CA 94102-4514. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement, you may appear at the hearing. Please note that the hearing may be continued without further notice to the Class. Make sure you check the Court's website before attempting to come to Court in person. You may be required to appear only by phone or video, depending on the current safety requirements due to the pandemic. Should the Court continue the final approval hearing, Class Counsel shall provide notice to all Class Members who submitted objections.

18. When will I get money after the hearing?

The Court will hold a hearing on [DATE], to decide whether to approve the settlement. If the Court approves the settlement, then there may be appeals if anyone objects. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. If the Court approves the settlement and if you do not opt out, your individual payment set forth in Section 8 above is expected to be distributed after ISS makes payment to the Settlement Administrator. If there are no objections or appeals, ISS will transfer the settlement funds within 10 calendar days of approval, and the Administrator will then distribute the funds. If there are objections or appeals, the payment can be delayed by at least 65 days, or even over a year. To check on the progress of the settlement, contact the Settlement Administrator or Class Counsel at the phone number or address listed in Section 19.

GETTING MORE INFORMATION

19. Are more details available?

For more information, the pleadings and other records in this litigation, including copies of the Settlement Agreement, may be examined at any time during regular business hours at the office of the Clerk of the Superior Court of the State of California for San Francisco County, at the San Francisco Superior Court, located at 400 McAllister Street, San Francisco, CA 94102-4514. You can also view the case records online at the court's website: <https://webapps.sftc.org/captcha/captcha.dll?referrer=https://webapps.sftc.org/ci/CaseInfo.dll?> . Select the Captcha option for "I'm not a robot", and the Civil Case Information Search Option should appear. Follow the instructions for submitting the Case Number(s): CGC-21-596612, or CGC-22-597580. Then click "search" to view the case record.

Any questions regarding this Class Notice or the Lawsuits may be directed to the Claims Administrator at the below address and telephone number. Alternatively, you may contact your own attorney, at your own expense, to advise you, or you may contact the Lawyers for the Class at the address, telephone number or email address set forth above in Paragraph 13. If your address changes, or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

Settlement Administrator:

ILYM Group, Inc.
14771 Plaza Dr L,
Tustin, CA 92780
(888) 250-6810
[Fax Number]
[Email]

**PLEASE DO NOT CALL OR WRITE TO THE COURT, OR TO ANY OF DEFENDANT'S
MANAGERS, SUPERVISORS, OR DEFENDANT'S ATTORNEYS WITH QUESTIONS.
ABOUT THIS NOTICE**

EXHIBIT 5

EXHIBIT 6

EXHIBIT 7

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Suarez v. Integrated Security Services (rev.)

Tuesday, June 20, 2023

Requesting Attorneys Name:	Alexander G.L. Davies
E-Mail:	adavies@aegislawfirm.com
ILYM Contact:	ILYM Group
E-Mail:	Lisa@ilymgroup.com
Contact Number:	714.878.8836

ESTIMATE FOR ADMINISTRATION SOLUTIONS

ASSUMPTIONS	
Total Number of Class Members	82
Estimated Mail Returned as Undeliverable	20%
NCOA	Yes
Certified Spanish Translation	No
Case Duration (Year(s))	1

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	2	\$300.00
Programming of Class Database	Hourly	\$175.00	2	\$350.00

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

Subtotal \$650.00

PROJECT MANAGEMENT & NOTICING				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	4	\$480.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	1	\$70.00
Report Processing	Hourly	\$70.00	2	\$140.00
NCOA	Flat Rate	\$25.00	1	\$25.00
Toll Free Customer Service Representative	Flat Fee	\$150.00	1	\$150.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$865.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
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NOTIFICATION/MAILING				
Fulfillment of Notice via Email	Flat Fee	\$200.00	1	\$200.00
Fulfillment of Notice, English only	Per Piece	\$2.00	82	\$164.00
USPS First Class Postage	Per Piece	\$0.60	82	\$49.20
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.50	16	\$41.00
Storage, Photocopies, Deliveries	Flat Fee	\$364.80	1	\$364.80

Subtotal \$819.00

DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	3	\$450.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	3	\$375.00
Check, Stub & Release - Print & Mail (1099)	Per Check	\$2.00	82	\$164.00
USPS First Class Postage	Per Piece	\$0.60	82	\$49.20
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$4.00	8	\$32.80
Preparation of Taxes	Hourly	\$120.00	5	\$600.00
Annual Filing of Tax Return	Per Year	\$750.00	1	\$750.00

**Additional Bank fees may apply*

Subtotal \$2,421.00

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Project Manager Final Reporting	Hourly	\$120.00	1	\$120.00
Process Funds to Cy Pres	Flat Fee	\$750.00	1	\$750.00
Declaration	Hourly	\$125.00	1	\$125.00

Subtotal \$1,095.00

NOT-TO-EXCEED: \$5,850.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT 8

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

LESLIE SUAREZ, individually and on behalf
of all others similarly situated,

 Plaintiffs,

 v.

INTEGRATED SECURITY SERVICES,
INC.; and DOES 1 through 20, inclusive,

 Defendants.

Case No. CGC-21-596612

Assigned to:
Judge Ethan P. Schulman
Dept. 304

**REVISED [PROPOSED] ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: June 16, 2023
Time: 11:00 a.m.
Dept: 304

1 WHEREAS, the above-entitled action is pending before this Court as a putative class
2 action (the “Action”);

3 WHEREAS, Plaintiff Leslie Suarez (“Plaintiff”), individually and on behalf of all others
4 similarly situated and on behalf of the general public have applied to this Court for an order
5 preliminarily approving the settlement of the Action in accordance with the Joint Stipulation for
6 Settlement (the “Settlement” or “Agreement”) entered into by Plaintiff and Defendant Integrated
7 Security Services, Inc. (“Defendant”) which sets forth the terms and conditions for a proposed
8 settlement upon the terms and conditions set forth therein (Plaintiff and Defendant shall be
9 collectively referred to herein as the “Parties”); and

10 WHEREAS, the Court has read and considered Plaintiff’s Motion for Preliminary
11 Approval of Class Action Settlement.

12 NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

13 1. This Order incorporates by reference the definitions in the Settlement attached as
14 Exhibit 1 to the Declaration of Alexander G.L. Davies in Support of Plaintiff’s Motion for
15 Preliminary Approval of Class Action Settlement and all terms defined therein shall have the same
16 meaning in this Order.

17 2. It appears to the Court on a preliminary basis that (a) the Settlement is fair,
18 adequate and reasonable; (b) the Gross Settlement Amount and Net Settlement Amount are fair,
19 adequate and reasonable when balanced against the probable outcome of further litigation relating
20 to liability and damages issues; (c) sufficient investigation and research have been conducted such
21 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
22 (d) settlement at this time will avoid additional costs by all Parties, as well as avoid the delay and
23 risks that would be presented by the further prosecution of the Action; and (e) the Settlement has
24 been reached as the result of non-collusive, arms-length negotiations.

25 3. With respect to the Class and for purposes of proceeding pursuant to California
26 Code of Civil Procedure § 382 for approval of the settlement only, the Court finds on a
27 preliminary basis that (a) Class Members are ascertainable and so numerous that joinder of all
28 Class Members is impracticable; (b) there are questions of law and fact common to the Class that

1 predominate over any questions affecting only individual Class Members; (c) Plaintiffs' claims
2 are typical of the Class' claims; (d) class certification is a superior method for implementing the
3 Settlement and adjudicating this Action in a fair and efficient manner; (e) the Class
4 Representatives can fairly and adequately protect the Class' interests; and (f) Class Counsel are
5 qualified to serve as counsel for the Class.

6 4. Accordingly, solely for purposes of effectuating this Settlement, this Court
7 hereby conditionally certifies the class for settlement purposes only. The Class is defined as all
8 hourly, non-exempt employees employed by Defendant in California at any time from May 8,
9 2017, through January 15, 2023.

10 5. Plaintiff Leslie Suarez is hereby preliminarily appointed and designated, for
11 all purposes, as the Class Representative and Aegis Law Firm, PC is hereby preliminarily appointed
12 and designated as counsel for the Class ("Class Counsel"). Class Counsel is authorized to act on
13 behalf of the Class Members with respect to all acts or consents required by, or which may be given
14 pursuant to, the Settlement, and such other acts reasonably necessary to consummate the Settlement.
15 Any Class Member may enter an appearance either personally or through counsel of such
16 individual's own choosing and at such individual's own expense. Any Class Member who does
17 not enter an appearance or appear on his or her own will be represented by Class Counsel.

18 6. Should, for whatever reason, the Settlement not become final, the fact that the
19 Parties were willing to stipulate to certification of the Class as part of the Settlement shall have no
20 bearing on, nor be admissible in connection with, the issue of whether a class should be certified in
21 a non-settlement context.

22 7. The Court hereby preliminarily approves the definition and disposition of the Gross
23 Settlement Amount and Net Settlement Amount and related matters provided for in the Settlement,
24 subject to modification at final approval.

25 8. The Court hereby preliminarily approves Class Counsel attorneys' fees of up to
26 \$118,333.33, Class Counsel litigation expenses not to exceed \$12,000.00, Incentive Award up to
27 \$5,000.00 to Plaintiff, payment to the LWDA in the amount of \$9,000.00, and costs of
28 administration not to exceed \$5,750.00, subject to final approval.

1 9. The Court hereby approves, as to form and content, the Class Notice, to be
2 distributed to Class Members. The Court finds that distribution of the Class Notice, substantially in
3 the manner and form set forth in the Settlement and this Order, meets the requirements of due
4 process, is the best notice practicable under the circumstances, and shall constitute due and
5 sufficient notice to all persons entitled thereto.

6 10. The Court hereby appoints ILYM Group, Inc., as Settlement Administrator and
7 hereby directs the Settlement Administrator to mail or cause to be mailed to Class Members the
8 Class Notice using the procedures set forth in the Settlement Agreement. Class Members who wish
9 to participate in the settlement provided for by the Settlement Agreement do not need to respond to
10 the Class Notice.

11 11. All costs of mailing of the Class Notice, whether foreseen or not, shall be paid
12 from the Gross Settlement Amount, including the cost of searching for Class Members' addresses
13 as provided in the Settlement, and all other reasonable costs of the Settlement Administrator up
14 to \$5,750.00 as provided in the Settlement.

15 12. Any Class Member may choose to opt-out of and be excluded from the Class as
16 provided in the Class Notice. Any such person who chooses to opt-out of and be excluded from the
17 Class will not be entitled to any recovery under the Settlement and will not be bound by the
18 Settlement or have any right to object, appeal or comment thereon. Class Members who have not
19 requested exclusion/opted-out shall be Participating Class Members and bound by all
20 determinations of the Court, the Settlement, and the Final Judgment.

21 13. A Final Fairness and Approval Hearing shall be held before this Court on [September](#)
22 [October 15⁹](#), 2023, or on a later date that is more convenient with the Court, on
23 _____, 2023 at _____, in Department 304 of the Superior Court for the
24 State of California, County of San Francisco, located at 400 McAllister Street, CA 94102. All
25 papers in support of final approval and related awards for fees, costs, and Plaintiff's incentive award
26 must be filed and served at least 16 court days before the final approval hearing.

27 14. Any Participating Class Member may object to the Settlement by following the
28 instructions for submitting written objections that are set forth in the Settlement Agreement and

1 Class Notice, and may appear at the Final Fairness and Approval Hearing. The Court shall retain
2 final authority with respect to the consideration and admissibility of any objections. Any
3 Participating Class Member who objects to the Settlement shall be bound by the order of the Court.

4 15. Pending the Final Approval and Fairness Hearing, all proceedings in this Action,
5 other than proceedings necessary to carry out or enforce the terms of the Settlement and this Order,
6 are hereby stayed.

7 16. Jurisdiction is hereby retained over this Action, the Parties to the Action, and each
8 of the Class Members for all matters relating to this Action, and this Settlement, including
9 (without limitation) all matters relating to the administration, interpretation, effectuation, and/or
10 enforcement of this Settlement and this Order.

11 17. The Court reserves the right to adjourn or continue the date of any hearing and all
12 dates provided for in the Settlement without further notice to Class Members, and retains
13 jurisdiction to consider all further applications arising out of or connected with the proposed
14 Settlement.

15
16 DATED: _____

Honorable Ethan P. Schulman

18 JUDGE OF THE SUPERIOR COURT
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