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[Additional counsel listed on following page]

**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,

vs.

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

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**

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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:

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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. With respect to those Class Members whose
10 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
11 Administrator shall promptly attempt to obtain a valid mailing (including email) address by
12 performing a skip trace or mass search on LexisNexis or comparable databases based on set criteria
13 and, if another address is identified, shall mail the Notice Packet to the newly identified address. It
14 is the intent of the parties that reasonable means be used to locate Class Members and that the
15 Settlement Administrator be given discretion to take steps in order to facilitate notice of the
16 Settlement and delivery of the Individual Settlement Payments to all Participating Class Members.

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

20 In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days
21 after the Notice Packet was initially mailed/emailed, the Settlement Administrator will not mail the
22 Class Member's Individual Settlement Payment. The Settlement Administrator will hold the Class
23 Member's Individual Settlement Payment during the check cashing period on behalf of the Class
24 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and
25 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement
26 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the
27 procedures set forth in Section 3.06(g) below.

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

7 **Section 3.04: Responses to Notice**

8 **a. Class Member Disputes**

9 If any Class Member disagrees with Defendant's records as to his or her Qualifying
10 Workweeks during the Class Period and/ or PAGA Period as reflected in the Notice Packet, the Class
11 Member shall set forth in writing the Qualifying Workweeks he/she claims to have worked during
12 the Class Period and/or PAGA Period and submit such writing to the Settlement Administrator by
13 the Response Deadline, along with any supporting documentation. The Notice will also provide a
14 method for the Class Member to challenge the employment data on which his or her Individual
15 Settlement Payment is based. The Settlement Administrator shall contact the Parties regarding the
16 dispute and the Parties will work in good faith to resolve it. If the Parties are unable to resolve the
17 dispute, the Settlement Administrator will be the final arbiter of the Qualifying Workweeks for each
18 Class Member during the Class Period and/or PAGA Period based on the information provided to
19 it.

20 **b. Requests for Exclusion from Class**

21 In order for any Class Member to validly exclude himself or herself from the Class and this
22 Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class
23 Member or his or her authorized representative, and must be sent to the Settlement Administrator,
24 postmarked, faxed, or emailed no later than the Response Deadline (or fifteen (15) days after the
25 Settlement Administrator re-mails the Notice to the Class Member, whichever is later). The Notice
26 Packet shall contain instructions on how to validly exclude himself or herself from the Class and this
27 Settlement (*i.e.*, opt out), including the language to be used in a request for exclusion. The date of
28 the initial mailing of the Notice Packet, and the date the signed request for exclusion was postmarked.

1 Faxed, or emailed, shall be conclusively determined according to the records of the Settlement
2 Administrator. Any Class Member who timely and validly requests exclusion from the Class and this
3 Settlement will receive his/her share of PAGA Settlement Amount but will not be entitled to the
4 remaining portion of the Individual Settlement Payment which would have been paid to him/her, will
5 not be bound by the terms and conditions of this Agreement, and will not have any right to object,
6 appeal, or comment thereon.

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

12 **c. Objections to Settlement**

13 For any Class Member to object to this Agreement, or any term of it, the person making the
14 objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the
15 Settlement Administrator, postmarked, emailed, or faxed no later than the Response Deadline (or
16 fifteen (15) days after the Settlement Administrator re-mails the Notice to the Class Member,
17 whichever is later), a written statement of the grounds of objection, signed by the objecting Class
18 Member or his or her attorney, along with all supporting papers. The date of the initial mailing of the
19 Notice Packet, and the date the signed objection was postmarked, emailed, or faxed, shall be
20 conclusively determined according to the records of the Settlement Administrator. The Settlement
21 Administrator shall send any objections it receives to Defense Counsel and Class Counsel within
22 three (3) business days of receipt. Class Members may also appear at the final approval hearing to
23 object. The Court retains final authority with respect to the consideration and admissibility of any
24 Class Member objections.

25 **d. Encouragement of Class Members**

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

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

4 As of July 26, 2022, Defendant estimated the number of Class Members as 82. If the number
5 of Class Members increases by more than 10% (which is more than 90 Class Members) as of the end
6 of the Class Period, there will be a pro rata adjustment to the Gross Settlement Amount equal to
7 \$4,329.27 per additional Class Member.

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

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

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

16 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final
17 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement
18 and determine whether the Court should give it final approval, and (2) consider any objections made
19 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the
20 Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a
21 Proposed Final Order Approving Settlement of Class and Representative PAGA Action.

22 **Section 3.06: Settlement Payment Procedures**

23 **a. Settlement Amount**

24 In exchange for the Released Claims set forth in this Agreement, Defendant agrees to pay the
25 Gross Settlement Amount in the amount of Three Hundred Fifty-Five Thousand Dollars
26 (\$355,000.00), subject to a pro rata increase under the condition set forth in Section 3.04(e). The
27 Gross Settlement Amount includes all Individual Settlement Amounts to Participating Class
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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.

b. Payment of Attorneys' Fees and Costs

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

Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys' fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,

1 and expenses related to the investigation, prosecution, and settlement of the Actions incurred through
2 the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees
3 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts
4 will be reallocated to the Net Settlement Amount.

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

6 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
7 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed Five
8 Thousand, Seven Hundred and Fifty Dollars (\$5,750.00).

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

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

16 Because it is the intent of the Parties that the Incentive Awards represent payment to Named
17 Plaintiff for their service to the Class Members, and not wages, the Settlement Administrator will not
18 withhold any taxes from the Incentive Awards. The Incentive Award will be reported on a Form
19 1099, which the Settlement Administrator will provide to Named Plaintiff and to the pertinent taxing
20 authorities as required by law.

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

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

f. Payment of Individual Settlement Payments to Participating Class Members

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

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

No later than ten (10) business days after receiving the Gross Settlement Amount from Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual

1 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the
2 Net Settlement Amount allocated to wages will be reduced by applicable employer and employee
3 tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of
4 the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the
5 extent required by law for the interest and penalty portions of the Individual Settlement Payments.
6 Participating Class Members shall have 180 days from the date their Individual Settlement Payment
7 checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration
8 of that 180-day time period will be void, and the uncashed funds shall be paid to the State Controller
9 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

10 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
11 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
12 a mass search on LexisNexis or a comparable database based on set criteria and, if another address
13 is identified, the Settlement Administrator shall mail the check to the newly identified address. If the
14 Settlement Administrator is unable to obtain a valid mailing address through this process, the
15 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller
16 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

17 **g. Default on Payment.**

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

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

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

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

10 Defendant's monetary obligation under this Agreement is limited to the Gross Settlement
11 Amount and any employer side payroll taxes owed on amounts characterized as wages under this
12 Agreement (with the express exception of any potential pro rata increase to the Gross Settlement
13 Amount, as described in Section 3.04(e)). All other costs and expenses arising out of or in connection
14 with the performance of this Agreement shall be paid from the Gross Settlement Amount, unless
15 expressly provided otherwise herein. However, in the event this agreement is deemed null and void
16 pursuant to Section 2.01, because the Court, in its independent determination, finds that the
17 Agreement does not meet the standards for settlement approval, then Defendant and Plaintiff shall
18 be equally responsible for the costs of the Claims Administrator incurred between the date the
19 Agreement was executed and the date of such event.

20 **ARTICLE IV**

21 **LIMITATIONS ON USE OF THIS SETTLEMENT**

22 **Section 4.01: No Admission**

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

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

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

11 **Section 4.03: Nullification**

12 The Parties have agreed to the certification of the Class encompassing all claims alleged in
13 the Actions for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason
14 fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this
15 Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order
16 is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the
17 Actions in their entirety, then (i) this Agreement shall be considered null and void; (ii) neither this
18 Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all
19 Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had
20 been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to
21 stipulate to class certification of all causes of action pled in the Actions as part of the Settlement will
22 have no bearing on, and will not be admissible in connection with, the issue of whether the Class
23 should be certified by the Court in a non-settlement context in the Actions or any other action, and
24 in any of those events, Defendant expressly reserves the right to oppose certification of the Class.

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

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1 ARTICLE V

2 RELEASES

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

4 Upon the date Defendant transfers the Gross Settlement Amount, Named Plaintiff and
5 Participating Class Members who do not opt out of the Settlement, release the Released Parties
6 from any and all claims alleged, or that could have been alleged, in Named Plaintiff's Actions,
7 during the Class Period based on the facts alleged therein, including but not limited to (1) failure to
8 pay minimum wages under Labor Code §§ 1194, 1194.2, 1197 and Industrial Welfare Commission
9 Wage ("IWC") Order 4, § 3-4; (2) failure to pay overtime wages under Labor Code §§ 510, 1194,
10 1198 and IWC Order 4, § 3; (3) failure to authorize or provide meal periods under Labor Code §§
11 226.7 and 512 and IWC Order 4, § 11; (4) failure to authorize or permit rest periods under Labor
12 Code §§ 226.7 and IWC Order 4, § 12; (5) failure to reimburse necessary business expenses under
13 Labor Code §§2800 and 2802; (6) failure to furnish accurate itemized wage statements wage
14 statement violations under Labor Code § 226 and IWC Order 4; (7) failure to pay weekly wages in
15 violation of Labor Code § 201.3; (8) failure to pay wages upon separation of employment and
16 within the required time in violation of Labor Code §§ 201-203; and (9) violation of California
17 Business and Professions Code §§17200, *et seq.*, based on the preceding claims ("Released
18 Claims").

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

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

10 **Section 5.03: Named Plaintiff's Release of Unknown Claims**

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

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

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

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

22 **ARTICLE VI**

23 **MISCELLANEOUS PROVISIONS**

24 **Section 6.01: Amendments or Modification**

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

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1 **Section 6.02: Assignment**

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

7 **Section 6.03: Governing Law**

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

11 **Section 6.04: Entire Agreement**

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

22 **Section 6.05: Waiver of Compliance**

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

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

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

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

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

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

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

15 **Section 6.09: Cooperation in Drafting**

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

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

20 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
21 the Actions and have arrived at this Agreement through arm's-length negotiation and in the context
22 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties
23 further believe that the Settlement is and is consistent with public policy, and fully complies with
24 applicable law.

25 **Section 6.11: Headings**

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

1 **Section 6.12: Notice**

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

4 *To Named Plaintiffs and the Class:*

5 Kashif Haque
6 Samuel A. Wong
7 Jessica L. Campbell
8 Alexander G.L. Davies
9 AEGIS LAW FIRM, PC
10 9811 Irvine Center Drive, Suite 100
11 Irvine, California 92618
12 Telephone: (949) 379-6250
13 Facsimile: (949) 379-6251

14 And

15 *To Defendant:*

16 ROGERS JOSEPH O'DONNELL
17 Sharon Ongerth Rossi
18 Emily Wieser
19 311 California Street, 1 O'h Floor
20 San Francisco, California 94104
21 Telephone: 415.956.2828
22 Facsimile: 415.956.6457

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

24 To the extent consistent with class action procedure, this Agreement shall be enforceable by
25 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court
26 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Actions or the
27 liability of the Parties resulting from the allegations of the Actions. Its sole purpose is to adopt the
28 terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall
retain continuing jurisdiction over the Actions and over all Parties and Class Members, to the fullest
extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more
of the Parties institutes any legal action or other proceeding against any other Party or Parties to
enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover
from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
fees incurred in connection with any enforcement actions.

1 **Section 6.14: Mutual Full Cooperation**

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

9 **Section 6.15: Authorization to Act**

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

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

18 The Parties have made such investigation of the facts and the law pertaining to the matters
19 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,
20 on any statement, promise, or representation of fact or law, made by any of the other parties, or any
21 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted
22 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect
23 to any other matters. No representations, warranties, or inducements, except as expressly set forth
24 herein, have been made to any party concerning this Agreement.

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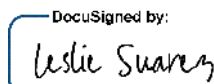
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EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 2/2/2023

LESLIE SUAREZ

By:  _____
81F18BAF8017482...
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.

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