

AEGIS LAW FIRM, PC

KASHIF HAQUE State Bar No. 218672

SAMUEL A. WONG State Bar No. 217104

JESSICA L. CAMPBELL, State Bar No. 280626

ALEXANDER G.L. DAVIES, State Bar No. 328125

adavies@aegislawfirm.com

9811 Irvine Center Drive, Suite 100

Irvine, California 92618

Telephone: (949) 379-6250

Facsimile: (949) 379-6251

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

[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**

1 ROGERS JOSEPH O'DONNELL
Sharon Ongerth Rossi (State Bar No. 232725)
2 srossi@rjo.com
Emily Wieser (State Bar No. 331315)
3 ewieser@rjo.com
311 California Street, 10th Floor
4 San Francisco, California 94104
Telephone: 415.956.2828
5 Facsimile: 415.956.6457

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
11 Telephone: (949) 379-6250
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:

ROGERS JOSEPH O'DONNELL
Sharon Ongerth Rossi (State Bar No. 232725)
srossi@rjo.com
Emily Wieser (State Bar No. 331315)

ewieser@rjo.com
311 California Street, 10 th Floor
San Francisco, California 94104
Telephone: 415.956.2828
Facsimile: 415.956.6457

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.

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

5 dd. "Preliminary Approval Date" means the date the Court preliminarily approves the
6 Settlement embodied in this Agreement.

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

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

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

14 hh. "Released Parties" means Defendant as well as Defendant's officers, shareholders,
15 directors, agents, clients, employees, attorneys, insurers, predecessors or successors.

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

23 jj. "Settlement Administration Costs" means all costs incurred by the Settlement
24 Administrator in administration of the Settlement, including, but not limited to, mailing of notice to
25 the class, calculation of Individual Settlement Payments, generation of Individual Settlement
26 Payment checks and related tax reporting forms, administration of unclaimed checks, and generation
27 of checks to Class Counsel for attorneys' fees and costs, to Named Plaintiffs for their Incentive
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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/mailed (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.

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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
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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, Eight Hundred and Fifty Dollars (\$5,850.00).

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.

28 ///

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

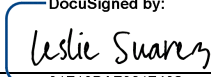
rights, or with regard to the advisability of entering into and executing this Agreement, or with respect to any other matters. No representations, warranties, or inducements, except as expressly set forth herein, have been made to any party concerning this Agreement.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 06/29/2023

LESLIE SUAREZ

DocuSigned by:
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.

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: June 29, 2023 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.