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Attorneys for Plaintiff LaToya Dennis

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

LATOYA DENNIS,

Plaintiff,

v.

GLOBAL THREAT SOLUTIONS, LLC;
and DOES 1-50, inclusive,

Defendants.

Case No.: CGC-22-600950

STIPULATION AND [PROPOSED] ORDER
APPROVING PAGA SETTLEMENT
AGREEMENT AND DISMISSING PAGA
CLAIMS WITH PREJUDICE

Date: March 9, 2023
Time: 11:00 a.m.
Dept.: 302

STIPULATION

Plaintiff LaToya Dennis ("Dennis" or "Plaintiff") and Defendant Global Threat Solutions, LLC ("GTS" or "Defendant") (collectively, the "Parties"), by and through their respective legal counsel, hereby stipulate as follows:

1. Whereas, Plaintiff Dennis is a former non-exempt employee of Defendant GTS, who filed this lawsuit against Defendant GTS on July 27, 2022, alleging six causes of action, the sixth cause of action was filed under the Labor Code Private Attorneys General Act of 2004 ("PAGA") asserting a right to recover civil penalties on behalf of the State of California and all current and former non-exempt employees of Defendant in California for alleged violation of California Labor Code sections Labor Code sections 2802, 226(a), 1197.1, 201, 202, and 203.

2. Whereas, Defendant GTS disputes that there is any merit to the claims alleged in

1 this lawsuit and denies that it owes any amounts to Plaintiff or the allegedly aggrieved
2 employees in connection with Plaintiff's claims.

3 3. Defendant and Plaintiff have exchanged discovery and mediated this dispute before
4 David Sarnoff, Esq., of Sarnoff Mediations.

5 4. Defendant GTS is represented by, and was represented during, the discovery and
6 mediation, April S. Glatt, Esq., and Natalia G. Canas, Esq., of Chauvel & Glatt, LLP.

7 5. The Parties agree that, subject to this Court's approval, and as set forth in the
8 attached Private Attorneys General Act (Labor Code §2698 *et seq.*) Settlement Agreement attached
9 hereto as Exhibit 1 ("PAGA Settlement Agreement") and incorporated by this reference, the PAGA
10 Settlement Sum of \$10,000.00 shall be distributed as follows after entry of the order of Court
11 approval:

12 a) Defendant GTS shall within 15 calendar days provide to Settlement Administrator,
13 ILYM Group, Inc. ("ILYM") a list of Aggrieved Employees in the manner set forth
14 in Section 3.04 in Exhibit 1;

15 b) Defendant GTS shall within 30 calendar days, pay the Settlement Sum of
16 \$10,000.00 to ILYM as set forth in section 3.05 of Exhibit 1;

17 c) ILYM shall issue notice to the Aggrieved Employees in the manner set forth in
18 Section 3.04(a)(2) in Exhibit 1;

19 d) ILYM shall distribute the Settlement Sum as set forth in Section 3.05 of Exhibit 1
20 attached as follows:

21 1) \$1,500.00 in attorney's fees to Plaintiff's counsel, Mayall Hurley, PC;

22 2) \$1,500.00 in costs to Plaintiff's counsel, Mayall Hurley, PC (which amount of
23 less than half the mediation fee incurred by Plaintiff's counsel);

24 3) \$100 service payment to Plaintiff Dennis;

25 4) Up to \$2,000.00 to IYLM for costs of administration;

26 5) At least \$4,900.00 in civil penalties distributed as follows:

27 a) At least \$3,675.00 to be paid to the LWDA (75% of the civil penalties);

28 b) At least \$1,225.00 to be distributed to the Aggrieved Employees (25% of the

1 civil penalties).

2 c) The Parties acknowledge that the Settlement Sum is adequate consideration
3 for this Agreement. The settlement checks issued to Aggrieved Employees
4 shall remain valid for one hundred eighty (180) days after issuance.
5 Thereafter, all uncashed checks shall be transmitted to the LWDA.

6 d) ILYM will send a declaration to both Plaintiff and Defense counsel attesting
7 to the distribution of PAGA funds to the Aggrieved Employees within ten
8 (10) calendar days of the final distribution: Plaintiff to Mayall Hurley, P.C.,
9 2453 Grand Canal Boulevard, Stockton, California 95207 and Defendant at
10 April Glatt, Chauvel & Glatt, 66 Bovet Road, Suite 280, San Mateo,
11 California 94402.

12 6. Whereas, in the Complaint, Plaintiff also asserted 5 individual causes of action,
13 including causes of action under the Fair Employment and Housing Act and the Labor Code
14 against Defendant GTS (“non-PAGA claims”). The Parties have reached settlement of those
15 claims subject to a confidentiality, which is a material term of that agreement. The non-PAGA
16 claims do not require court approval under Labor Code section 2699(l)(2). *Tenorio v. Gallardo*
17 (E.D. Cal. 2019) 2019 WL 4747949 *3.

18 7. The parties acknowledge and agree that, if approved, the PAGA Settlement
19 Agreement will result in the complete and final resolution of all of the PAGA claims asserted, or
20 which could have been asserted, in the action, and that they will be dismissed with prejudice.

21 8. As set forth in the PAGA Settlement Agreement (Exhibit 1), Plaintiff, the LWDA,
22 and each Aggrieved Employee, shall fully and forever discharge and release Defendant GTS and
23 the Released Parties, from any and all claims under the PAGA (as defined as the “Released
24 Claims” in Exhibit 1).

25 9. Based on the information, evidence, and data reviewed by counsel for all Parties,
26 who have significant experience in evaluating PAGA claims and defenses thereto, and
27 accounting for the risks and benefits of continued litigation, the ability of the Court to reduce
28 penalties pursuant to Labor Code section 2699(e)(2), the Parties agree that the Settlement Sum is

1 provides fair and meaningful relief. For its part, Defendant disputes and denies the merits of
2 Plaintiff's claims and the extent of any actual violations, should they exist, but nonetheless agrees
3 that this settlement is appropriate given the risks, fees and costs of continued litigation.

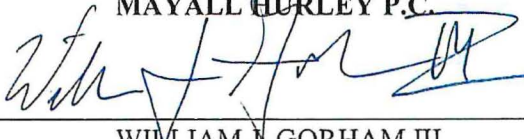
4 10. Pursuant to California Labor Code section 2699(1)(2), Plaintiff's counsel is
5 providing a copy of this Stipulation, including Exhibit 1 thereto, to the LWDA concurrently with
6 the filing of this Stipulation.

7 11. Should the Court not approve the PAGA Settlement Agreement, the Parties agree
8 to work together in good faith to remedy any concerns of the Court in order to grant its approval.

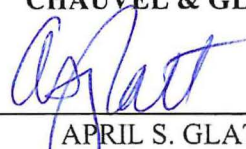
9 12. THEREFORE, the Parties agree and jointly request that the Court issue an order
10 approving of the PAGA Settlement Agreement attached hereto as Exhibit 1 and dismissing the
11 PAGA claims with prejudice.

12
13 IT IS SO STIPULATED AND AGREED:

14
15 **DATED:** February 27, 2023

16
17 **MAYALL HURLEY P.C.**
By 
WILLIAM J. GORHAM III
Attorneys for Plaintiff LaToya Dennis

18
19 **DATED:** February 28, 2023

20
21 **CHAUVEL & GLATT, LLP**
By 
APRIL S. GLATT
Attorneys for Defendant, Global Threat Solutions, LLC

ORDER

Having received and reviewed the Parties' Stipulation and the attached PAGA Settlement Agreement ("PAGA Settlement"), and Ex Parte Application for Dismissal; Memorandum of Points and Authorities; Declaration of William J. Gorham III in Support, and good cause appearing therefor:

IT IS HEREBY ORDERED that:

1. The Court finds that the PAGA Settlement was entered into in good faith, that it is fair, reasonable and adequate, and that it satisfies the standards and applicable requirements for approval of PAGA representative actions under California law.

2. The Court approves the manner of notice to the Aggrieved Parties as set forth in the PAGA Settlement Agreement.

3. The Court approves the payments to be made to the Aggrieved Employees and the State of California as set forth in the PAGA Settlement, pursuant to Labor Code § 2699(l).

4. The Court approves all payments to be made to Plaintiff's counsel based on the terms and timelines set forth in the PAGA Settlement.

5. The Court approves of and confirms the release and waiver of claims provided for in the PAGA Settlement.

6. Upon entry of this Order, the Parties shall effectuate the terms of the PAGA Settlement.

7. The PAGA claims in this action are hereby dismissed with prejudice.

8. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the PAGA Settlement.

IT IS SO ORDERED.

Dated:

Judge of the Superior Court

Exhibit 1

PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 ET SEQ.)
SETTLEMENT AGREEMENT

Latoya Dennis v. Global Threat Solutions, LLC

(San Francisco County Superior Court, Case Number CGC-22-600950)

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the settlement of this action shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or elsewhere in this Private Attorneys General Act (Labor Code § 2698 *et seq.*) (“PAGA”) Settlement Agreement (“Agreement” or “Settlement Agreement”).

This Agreement is made by and between Defendant Global Threat Solutions, Inc. (improperly sued as “Global Threat Solutions, LLC.”) (“GTS” or “Defendant”), Plaintiff Latoya Dennis (“Plaintiff”), for herself, individually, and on behalf of the State of California, and the law firms defined below as “Plaintiff’s Counsel” and “Defense Counsel.” (GTS, Plaintiff and Aggrieved Employees, as defined herein, are sometimes collectively referred to as the “Parties”).

The Parties agree that the Litigation shall be, and hereby is, ended, settled, resolved, and concluded by agreement of GTS to pay the total gross sum of Ten Thousand Dollars (\$10,000.00) for both the Plaintiff and on behalf of the State of California (hereinafter referred to as the “Settlement Sum”) for settlement of PAGA penalties, which shall be inclusive of Plaintiff’s Counsel’s attorneys’ fees and costs and the settlement administrator’s fees and costs, Service Award to Plaintiff, any tax obligations of GTS.

Article I.

Definitions.

Section 1.01 **Definitions.**

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

- (a) “**Aggrieved Employees**” means all persons employed by Global Threat Solutions, Inc. in California between May 13, 2021 and the date the Court approves this Agreement. GTS represents and warrants that there are no more than 60 Aggrieved Employees who worked no more than 864 total pay periods during this time period, many of which worked only 1 pay period due to the nature of the work.
- (b) “**Complaint**” means the operative Complaint filed by Plaintiff on July 27, 2022 in San Francisco County Superior Court, Case No. CGC-22-600950. This action is referred to as the “**Litigation**.”
- (c) “**Court**” means the Superior Court for the State of California, County of San Francisco.

(d) **"Defense Counsel" or "Counsel for GTS" is:**

April S. Glatt, Esq.
Natalia G. Canas, Esq.
CHAUVEL & GLATT, LLP
april@chauvellaw.com
natalia@chauvellaw.com
66 Bovet Road, Suite 280
San Mateo, CA 94402

(e) **"Effective Date"** means the date the Court enters the order approving the settlement of the PAGA penalties as described in this Agreement.

(f) **"Plaintiff's Counsel" is:**

William J. Gorham, Esq.
Vladimir J. Kozina, Esq.
MAYALL HURLEY, P.C.
wgorham@mayalllaw.com
vjkozina@mayalllaw.com
2453 Grand Canal Boulevard
Stockton, California 95207

(g) **"Release Period"** means the time period May 13, 2021 through the date the Court enters the order approving the settlement of the PAGA penalties as described in this Agreement and dismissed the Litigation with prejudice.

(h) **"Released Claims"** means any and all claims and/or causes of action under the California Private Attorneys General Act alleged in the Action, or which could have been alleged in the Action based on the facts and claims alleged therein, including but not limited to alleged violations of Labor Code §§ 1197.1, 201, 202, 203, 226(a) and 2802.

(i) **"Released Parties"** means GTS and its past, present, and future representatives, directors, officers, employees, agents, attorneys, affiliates, members and shareholders, as well as all parent companies, affiliated companies, subsidiary companies, affiliates, client(s), client(s) facilities, consultants, agents, attorneys, predecessors, assignors, and/or assigns.

(j) **"Settlement Administrator"** means the third-party administrator agreed upon by Parties to administer this Settlement, ILYM Group, Inc.

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Article II.

Background.

Section 2.01 Background.

- (a) On or about May 13, 2022, and additionally on November 4, 2022, Latoya Dennis transmitted letters to the California Labor & Workforce Development Agency and GTS in compliance with the exhaustion requirements of PAGA, articulating claims including but not limited to inaccurate wage statements and failure to reimburse expenses.
- (b) On July 27, 2022, Latoya Dennis filed a Complaint in the Superior Court of the State of California for the County of San Francisco, entitled *Latoya Dennis v. Global Threat Security, LLC.*, case number CGC-22-600950. The Litigation was brought by Latoya Dennis individually¹ and on behalf of the State of California and other aggrieved employees, as a PAGA action based on violations of Labor Code §§ 1197.1, 201, 202, 203, 226(a) and 2802.
- (c) During a period of time between July 2022 through November 2022, the Parties engaged in informal discovery and fully shared the information necessary for all sides to conduct a legitimate investigation into the allegations of the Litigation and potential defenses thereto. The Parties have reached this Settlement only after discovery and investigation was performed and mediation took place with a 3rd party mediator.
- (d) GTS disputes and denies any liability or wrongdoing of kind associated with the claims alleged in this matter. GTS contends, among other things, that it complied at all times with the local, state, and federal laws, and that the claims alleged in this matter are without merit. Further, GTS denies Plaintiff, individually and as a representative of the Aggrieved Employees, is owed any wages, penalties, as alleged, but does recognize that the Litigation will be protracted and expensive. As a result, GTS has agreed to pay a reasonable amount in order to resolve this matter.
- (e) The Parties believe and agree that this Agreement provides a fair, adequate, and reasonable resolution of the PAGA claims after doing their own independent investigations and evaluations of the claims alleged in this matter. This includes the fact that the Aggrieved Employees, in the majority, only worked 1 pay period due to the nature of Defendant's work. The Parties have taken into account the risk and uncertainty of the outcome inherent in any litigation.
- (f) This Settlement Agreement contemplates the (a) entry of an order by the Court approving the payment allocated for settlement of the PAGA penalties; (b) dismissal of the Litigation

¹ Latoya Dennis's individual claims include Sexual Harassment, Retaliation, Failure to Prevent Harassment/Retaliation, Failure to Timely Furnish Accurate Wage Statements; Failure to Reimburse for Employment Expenses. Plaintiff negotiated a separate individual release not included in this Agreement outside the Service Award.

with prejudice; (c) Agreement being binding on Plaintiff, individually, and all Aggrieved Employees for the Release Period; and (d) all parties bearing their respective fees and costs except as expressly provided in this Agreement.

Article III.

Approval and Implementation of Settlement.

Section 3.01 Cooperation.

The Parties will cooperate in obtaining an Order from the Court approving the payment of PAGA penalties as described in this Agreement at the earliest possible date. Plaintiff's Counsel shall request and be paid up to Three Thousand Dollars and no cents (\$3000.00) for attorneys' fees and for reimbursement of litigation costs from the Settlement Sum, and GTS will not oppose these requests. Plaintiff Dennis executed a release for payment separate and apart from the total gross Settlement Sum for her individual claims which has been separately and specifically negotiated with Plaintiff Dennis for a full general release from GTS and as such, takes a One Hundred Dollar (\$100) Service Award as consideration for the Releases herein. The Parties agree to use their best efforts to expedite the preparation and submission of the settlement documents. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to the approval and implementation of the payment of PAGA penalties as described in this Agreement.

Section 3.02 Court Approval.

The Parties will seek to obtain the Court's approval of the payment of PAGA penalties as described in this Agreement by way a stipulation and order to be filed by Plaintiff's counsel as soon as practicable following the execution date of this Agreement but no later than sixty (60) calendar days thereafter. Plaintiff's Counsel and Defense Counsel will jointly lodge this Agreement with the Court for its approval. The Court's approval of the payment of PAGA penalties as described in this Agreement shall be embodied in a written Order. Should the Court not grant approval of the payment of PAGA penalties as described in this Agreement, then the entirety of this Agreement shall be null and void.

Section 3.03 Settlement Administration.

For the purposes of this Settlement, the Parties stipulate and agree that ILYM Group, Inc. shall be retained to serve as Settlement Administrator and shall administer the Settlement Sum under this Agreement pursuant to the terms outlined below.

Section 3.04 Notice to Aggrieved Employees.

(a) Notice to Aggrieved Employees.

Notice shall be provided to the Aggrieved Employees in the following manner:

- (1) No later than fifteen (15) calendar days after the Effective Date, GTS shall confidentially provide the settlement administrator with a list of all Aggrieved Employees ("**Aggrieved Employees List**"). The Aggrieved Employees List shall state the first name and last name for each Aggrieved Employee, the last known address for each Aggrieved Employee, each Aggrieved Employee's social security number, and the number of pay periods worked by each Aggrieved Employee during the Release Period. The Settlement Administrator shall run all the addresses provided by GTS through the United States Postal Service NCOA database (which provides updated addresses for any individual who has moved in the previous four years who has notified the U.S. Postal Service of a forwarding address) to verify and/or obtain current address information.
- (2) No later than fifteen (15) calendar days after payment has been paid by GTS, the settlement administrator shall mail the Notice of PAGA Settlement (attached hereto as Exhibit "A") to all Aggrieved Employees, together with their settlement checks representing payment, by first-class United States mail, postage prepaid, to the last known address of each recipient with directions to the Postmaster to forward the Notice of PAGA Settlement and return all undeliverable Notices to the settlement administrator. For each Notice of PAGA Settlement that is returned as undeliverable, the settlement administrator shall promptly attempt to locate the Aggrieved Employee by using an address refresher database. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Aggrieved Employee involved and will then perform a single re-mailing. Concurrently, the settlement administrator shall mail the LWDA payment.
- (3) All costs incurred by the settlement administrator in connection with the current settlement, including mailing of the Notice of PAGA Settlement described herein, whether foreseen or not, shall be paid out of the Settlement Sum. These costs shall not exceed \$2000.00; to the extent they exceed this amount, they shall be paid from the Net Settlement Amount (as defined herein); to the extent they fall below this amount, they shall be added to the amount distributable to the Aggrieved Employees and the LWDA.

Section 3.05 Settlement Payment Procedures.

(a) Deposit of Settlement Sum with Settlement Administrator

GTS shall issue the total gross amount of Ten Thousand Dollars (\$10,000) to Plaintiff, the Aggrieved Employees, the LWDA, and their attorneys in as full and final Settlement of this matter ("**Settlement Sum**"). GTS shall pay the Settlement Sum in one payment of Ten Thousand Dollars (\$10,000.00) will be paid to the Settlement Administrator, ILYM Group, Inc., no later than thirty (30) calendar days of the Effective Date;

The payment shall be deposited into a Qualified Settlement Fund ("**QSF**") within the meaning of Section 468B-1 of the United States Treasury Regulations. The Settlement Administrator shall be responsible for arranging for the establishment of a QSF in order to effectuate the disbursement of the Settlement Sum to the State of California Labor and Workforce

Development Agency, to Aggrieved Employees, to Plaintiff, and to Plaintiff's Counsel in the manner and within the times periods described herein. The Settlement Administrator will inform GTS of the QSF in order for GTS to deposit the payment as directed herein. Any delay in payment due to delay on the Settlement Administrator's side to open or inform GTS of the QSF does not constitute breach of this Agreement.

(b) Overall Breakdown of Payment

The Settlement Sum shall be distributed as follows:

- 1) \$1,500.00 in attorney's fees to Plaintiff's Counsel, Mayall Hurley, P.C.;
- 2) \$1,500.00 in costs (which amount consists of less than half the mediation fee incurred by Plaintiff's counsel);
- 3) \$100.00 Service Payment to Plaintiff;
- 4) Up to \$2,000.00 to the Settlement Administrator for costs of administration;
- 5) At least \$4,900.00 in civil penalties distributed as follows:
 - a) At least \$3,675.00 to be paid to the LWDA (75% of the civil penalties);
 - b) At least \$1,225.00 to be distributed to the Aggrieved Employees (25% of the civil penalties).

(c) Payment of PAGA Penalties.

The total sum available for payment of PAGA penalties shall be calculated by deducting Plaintiff's counsel's fees (\$1,500.00) and costs (\$1,500.00), the Service Award of \$100 to Plaintiff, and the costs of administration referenced in Section 3.04(a)(3) above (no more than \$2000.00) from the Settlement Sum (this will yield the "Net Settlement Amount," which is estimated to be approximately \$4,900.00).

Seventy-five percent (75%) of the Net PAGA Settlement Amount shall be paid to the LWDA; the remaining twenty-five percent (25%) of the Net PAGA Settlement Amount (the "Employee Net Settlement Amount") shall be paid to Aggrieved Employees pro rata based on the number of pay periods worked during the Release Period. 100% of the PAGA payments are considered penalties and will not be subject to local, state or federal tax withholdings. All Aggrieved Employees who cash their settlement check may receive an IRS Form 1099 their portion of the settlement, if deemed required by the settlement administrator (in compliance with IRS guidelines).

The Parties acknowledge that the Settlement Sum is adequate consideration for this Agreement. The settlement checks issued to Aggrieved Employees shall remain valid for one

hundred eighty (180) days after issuance. Thereafter, all uncashed checks shall be transmitted to the LWDA.

The Settlement Administrator will send a declaration to Plaintiff's counsel attesting to the distribution of PAGA funds to the Aggrieved Employees within ten (10) calendar days of the final distribution at Mayall Hurley, P.C., 2453 Grand Canal Boulevard, Stockton, California 95207.

If any interest accrues on the Settlement Sum while under the control of the QSF and/or Settlement Administrator, the aggregate total of such interest shall be distributed to Aggrieved Employees and included in the Aggrieved Employee Payments on a pro rata basis.

(c) Tax Treatment of Settlement Sum.

The Settlement Administrator shall be responsible for preparation and issuing all necessary IRS form 1099s, including to Plaintiff's counsel, who shall assume full responsibility and liability for the payment of taxes due on the payments to Plaintiff's Counsel. Aggrieved Employees are solely responsible for all appropriate taxes due and any penalties assessed on any and all amounts paid to them under this Agreement. Aggrieved Employees shall hold the parties free and harmless from any claims resulting from treatment of such payments, including the treatment of such payment as not subject to withholding or deduction for payroll and employment taxes. Aggrieved Employees assume full responsibility and liability for the payment of taxes due on their individual shares of the Settlement Sum. Nothing in this Settlement is intended to constitute legal or tax advice regarding local, state, or federal tax obligations and the parties make no representations or warranties with respect to the tax consequences of any payment under this Agreement.

(d) Attorneys' Fees and Costs, General Release Payment, and Settlement Administration Expenses.

Within five (5) calendar days of receipt of payment of the Settlement Sum by the settlement administrator from GTS, the settlement administrator shall pay Plaintiff's Counsel its attorney's fees and costs, Plaintiff their Service Award of \$100, and itself its administration fees.

(e) Settlement Administrator Declaration of Compliance.

After the Court approves this Agreement and the Settlement Sum is paid in full to the Settlement Administrator, Plaintiff agrees to file the declaration attesting to the distribution of PAGA funds received by the Aggrieved Employees from the Settlement Administrator with the Court within five (5) calendar days of receipt of the declaration from the Settlement Administrator.

Article IV.

Limitations On Use Of This Settlement.

Section 4.01 No Admission.

This Agreement and compliance with this Agreement shall not be construed as an admission by GTS of any liability whatsoever, or as admission by GTS of any violations of

Plaintiff's or the Aggrieved Employees' rights, violation of any order, law, statute, duty or contract whatsoever. GTS specifically disclaims any liability to Plaintiff, the Aggrieved Employees, or any other allegedly aggrieved employee for any alleged violation of his/her rights, or for any alleged violation of any order, law, statute, duty or contract. Both parties admit there are arguable and disputed questions of facts and law and this Agreement arises from compromise.

Section 4.02 Non-Evidentiary Use.

Neither this Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, or their respective counsel in the Litigation or in any other action or proceeding; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement.

Section 4.03 Nullification.

Payment of the Settlement Sum is conditioned on the Court's approval of this Agreement. To comply with the requirements of Lab. Code Section 2699(l), Plaintiff shall prepare and submit, after GTS's approval, a Stipulation and Order to Approve Settlement Pursuant to the Private Attorneys General Act, together with a supporting declaration, within the time frames required by this Agreement. However:

- (a) If the Court should for any reason fail to approve the payment of PAGA penalties as described in this Agreement, then the Parties shall request leave and work jointly to attempt to revise the Agreement consistent with the Court's expressed concerns, if any, in order to obtain the Court's approval. In the event that the Court does not finally approve the settlement contained herein: (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court.
- (b) Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

Article V.

Release and Waiver of Claims.

Section 5.01 Release by Aggrieved Employees.

Upon entry of the Order approving payment of the PAGA penalties as described in this Agreement, and subject to GTS's full payment of the Settlement Sum, Plaintiff, all Aggrieved Employees, and the State of California shall be deemed to have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from the Released Claims that arose during the Release Period.

Section 5.02 Release by Latoya Dennis.

Upon the Effective Date and subject to GTS's full payment of all sums required by this Settlement, Plaintiff Latoya Dennis shall be deemed to have fully, finally, and forever released the Released Parties from any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against the Released Parties, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, whether known or unknown, and whether anticipated or unanticipated, including unknown claims covered by Civil Code Section 1542, arising through the Effective Date, for any type of relief, including, without limitation, claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief arising from or related to his employment with GTS. These claims include, but are not limited to, the Released Claims, as well as any other claims under any provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, and claims under local, state, or federal retaliation or discrimination statutes, including, without limitation, the California Fair Employment and Housing Act, California Government Code §§ 12940 *et seq.*; the Families First Coronavirus Response Act American Rescue Plan Act, California's Supplemental Paid Sick Leave, or Covid-19 or related laws; the Unruh Civil Rights Act, California Civil Code §§ 51 *et seq.*; the California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000 *et seq.*; the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*; the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001 *et seq.*; and all of their implementing regulations and interpretive guidelines. With respect to these released claims as described in this Section, Plaintiff Dennis shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits she may otherwise have had pursuant to Section 1542 of the California Civil Code, which provides as follows:

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

Plaintiff understands and acknowledges that the significance and consequence of this waiver of California Civil Code Section 1542 is that even if she should eventually suffer injury arising out of or pertaining to the employment relationship or, where applicable, its termination through the Effective Date, she will be unable to make any claim for those injuries. Furthermore, Plaintiff acknowledges that she consciously intends these consequences even as to claims for injuries that may exist as of the Effective Date but which she does not know exist and which, if known, would materially affect her decision to execute this Agreement, regardless of whether their lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

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Article VI.

Miscellaneous Provisions.

Section 6.01 Notice, Default, Cure, Acceleration, Time is of the Essence.

If the payment is not received on the date due, GTS shall be in default of its obligations under this Agreement. Plaintiff shall e-mail notice of the default to GTS's Counsel at the e-mail addresses listed in paragraph 1.01(d) above. GTS will then have seven (7) business days from the date notice is e-mailed to cure the default. Plaintiff may thereafter move the Court to enforce this Agreement and enter judgment consistent herewith, pursuant to Code of Civil Procedure section 664.6. Time is of the essence with respect to all provisions of this Agreement.

Section 6.02 Voluntariness.

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity. All Parties acknowledge that they had the opportunity to consult with legal counsel prior to entering into this Agreement.

Section 6.03 No Other Actions.

Plaintiff represents that she has not filed any complaints, claims, or actions against GTS with any court or administrative agency other than those encompassed by the Complaint in this action. If any agency or court has or assumes jurisdiction of any complaint, claim, or action against GTS on behalf of Plaintiff, Plaintiff will request that agency or court to withdraw from or dismiss the matter with prejudice.

Section 6.04 Non-Disparagement.

Plaintiff agrees to not make, or encourage anyone else to make, any disparaging words, comments, or remarks, verbally or in writing, or engage in any conversation that disparages GTS and GTS's Released Parties in any way. This includes, but is not limited to, any negative or disparaging comments, posts, review, opinions, or the like on any social media platform whatsoever at any time presently or in the future. Nothing in this agreement is intended to prevent Plaintiff from disclosing factual information as permitted by California Code of Civil Procedure Section 1001.

Section 6.05 Amendments.

The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by the Plaintiff, Plaintiff's Counsel, GTS and Defense Counsel who executed this Agreement and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

Section 6.06 Assignment.

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, Plaintiff's Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail any remedy to any other person. Plaintiff expressly warrants that she has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

Section 6.07 Governing Law.

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California.

Section 6.08 Entire Agreement.

This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Litigation.

Section 6.09 Waiver of Compliance.

Any failure of any Party, hereto to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective counsel hereto entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 6.10 Counterparts.

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

Section 6.11 Necessary Acts.

The Parties agree to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

Section 6.12 Electronic Imaging and Signature.

The Parties intend to allow for the electronic imaging and storage of this Agreement, and the admissibility into evidence of such an image in lieu of the original paper version of this Agreement. The Parties stipulate that any computer printout of any such image of this Agreement shall be considered to be an "original" under the applicable court or arbitral rules of evidence when maintained in the normal course of business and shall be admissible as between the parties to the same extent and under the same conditions as other business records maintained in paper or hard copy form. The parties further warrant that all DocuSign and/or SignRequest signatures were authorized by the parties to this Agreement and carry the same weight and legal effect as any wet ink signatures. Any party using DocuSign and/or SignRequest waives any claim that the signature affixed to their name is not authentic for purposes of approval and authorization in the understanding or execution of this Agreement. The Parties agree not to contest, in any proceeding involving the parties in any judicial or other forum, the admissibility, validity, or enforceability of any image of this Agreement because of the fact that such image was stored or handled in electronic form. The Parties agree to allow the use of DocuSign and/or SignRequest, an electronic signature technology, to expedite the execution of this Agreement pursuant to California Civil Code Section 1633.7. Electronic signatures shall be deemed originals.

Section 6.13 Attorneys' Fees and Costs.

Except as expressly provided herein, GTS and Plaintiff shall each bear their own attorney's fees and costs, including attorney's fees in connection with the negotiation and execution of this Agreement other than those included in the total Settlement Amount stated herein and those which may be recoverable for any breach by either Party of this Agreement.

Section 6.14. Ambiguity.

In the event of an ambiguity under this Agreement, such ambiguity shall not be construed against either Party, as this Agreement has been negotiated at arm's length between the Parties and the Parties have sought and been advised by counsel.

Section 6.15 Dispute(s).

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, the Parties agree to submit any such dispute(s) to the Court. To the extent any Party seeks to enforce any of the terms of this Agreement in Court or before the Court, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

Section 6.16 Binding.

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

Section 6.17 Continuing Jurisdiction.

The Parties agree that upon the occurrence of the dismissal of this case pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure Section 664.6 and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and Aggrieved Employees to interpret and enforce the terms, conditions and obligation of the Agreement.

Section 6.18 Successors and Assigns.

The provisions of this Agreement shall be binding upon and inure to the benefit of the respective Parties and their heirs, executors, administrators, agents, representatives, successors, and assigns.

PLAINTIFF ACKNOWLEDGES THAT SHE BEEN REPRESENTED BY AN ATTORNEY BEFORE SIGNING THIS RELEASE.

The Parties acknowledge that they have executed this settlement agreement freely after independent investigation and without fraud or undue influence. The Parties acknowledge that they have read this PAGA Settlement Agreement and fully understand each and every provision contained herein and intend to be bound by all of its terms.

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date set forth.

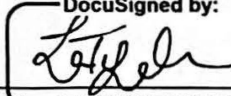
APPROVED AND ACCEPTED.

Dated: 1/31/2023, 2023^{12/23}

GLOBAL THREAT SOLUTIONS, LLC.

By 
Kenneth Bombace, as CEO

Dated: 1/26/2023, 2023

DocuSigned by:
By 
Latoya Dennis, 7FCC89073DBF443...

Dated: 1/26/2023, 2023

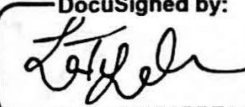
DocuSigned by:
By 
7FCC89073DBF443...
Latoya Dennis, as the PAGA representative

EXHIBIT A

EXHIBIT A

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

LATOYA DENNIS,

Plaintiff,

v.

GLOBAL THREAT SOLUTIONS, LLC,;
and DOES 1 through 50, inclusive,

Defendants.

Case No. CGC-22-600950

**NOTICE OF SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT CLAIM
(CAL. LABOR CODE § 2698 *ET SEQ.*)**

You have been identified as a person employed by Global Threat Solutions, LLC. ("GTS") in California between May 23, 2021 and _____. ("Aggrieved Employee").

On July 27, 2022, Latoya Dennis (the "**Plaintiff**") commenced a lawsuit in San Francisco County Superior Court, Case No. CGC-22-600950 (the "**Litigation**") to recover civil penalties against GTS. In the Litigation, Ms. Dennis alleges claims against GTS for inaccurate wage statements, failure to reimburse expenses, failure to pay the minimum wage. For these alleged violations, Plaintiff seeks penalties pursuant to the California Labor Code's Private Attorneys General Act of 2004, codified at Labor Code § 2698 *et seq.* ("**PAGA**"). Plaintiff is solely seeking civil penalties on behalf of the California Labor and Workforce Development Agency ("**LWDA**") and other aggrieved employees under the Private Attorneys General Act ("**PAGA**"), such that 75% of the penalties collected will be paid to the LWDA.

GTS denies and continues to deny Plaintiff's allegations and disputes all of Plaintiff's claims and maintains it was in compliance with the California Labor Code at all times. The Litigation was litigated and following an investigation and a mediation before a third-party mediator, the Parties reached a settlement which takes into account the uncertainties, challenges and risks of proceeding with the Litigation.

The San Francisco Superior Court approved the settlement on _____ and has determined that the settlement is fair and reasonable. The Court has not made a determination about Plaintiff's allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim. The payment which accompanies this notice the sole payment you will receive pursuant to the terms of the Settlement. You are receiving a pro rata share of the settlement, calculated by taking the number of pay periods you worked during the time period from May 23, 2021 and November 16, 2022, and dividing that by the total number of pay

period(s) worked by all Aggrieved Employees during the time period from May 13, 2021 and November 16, 2022.

You, [Employee Name], worked <<Pay Periods>> pay periods during the PAGA Period. The total amount of pay periods worked by all Aggrieved Employees during the PAGA Period is [insert].

As a result, your individual PAGA payment is estimated to be <<Check Amount>>. This is the only payment you will receive.

The Court-approved settlement contains the following release of claims, to which you are bound:

Plaintiff, all Aggrieved Employees, and the State of California shall be deemed to have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties (defined as Global Threat Solutions, Inc. and its past, present, and future representatives, directors, officers, employees, agents, attorneys, affiliates, members and shareholders, as well as all parent companies, affiliated companies, subsidiary companies, affiliates, client(s), client(s) facilities, consultants, agents, attorneys, predecessors, assignors, and/or assigns, from the Released Claims (defined as any and all claims and/or causes of action under the California Private Attorneys General Act alleged in the Action, or which could have been alleged in the Action based on the facts and claims alleged therein, including but not limited to alleged violations of Labor Code §§ 226(a) and 2802) that arose during the Release Period (May 13, 2021 through the Effective Date of this Settlement, specifically _____).

If you have any questions, you may contact the settlement administrator, ILYM Group, Inc, at [Insert Contact Information]:

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

ILYM Group, Inc. has been chosen as the Settlement Administrator in this matter. A Settlement Administrator is a third-party entity appointed by the Court to handle the settlement claim process. As Settlement Administrator, ILYM, Inc. is responsible for distributing this Notice and paying out your settlement payment pursuant to the Settlement. You may call the ILYM Group, Inc. toll free at 1 [(888) insert] with any questions.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the LWDA. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.