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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **COUNTY OF VENTURA**

17 ROBERTO TRUJILLO, as an individual, and
18 on behalf of himself, and all persons similarly
situated,

19 Plaintiff,

20 vs.

21 COBALT SECURITY SERVICES, INC., a
California corporation authorized to do business
22 in the state of California; and ANDREW
ESSEFF, an individual; and DOES 1 to 10
23 inclusive,

24 Defendants.

Case No.: 2023-CU-OE-012154 (PAGA Action)

Dept.: 21

**STIPULATION AND AGREEMENT FOR
PAGA ACTION SETTLEMENT**

Complaint Filed: May 9, 2023

Trial Date: None Set

1 This Stipulation and Agreement for PAGA Action Settlement (the “Agreement”) is made
2 and entered into by and between Plaintiff Roberto Trujillo (“Plaintiff”), and Defendant Cobalt
3 Security Services, Inc. (“Cobalt” or the “Company”) and Defendant Andrew Esseff (“Esseff”)
4 (collectively herein, “Defendants”). The Parties agree that the above-entitled individual and
5 representative action shall be settled on the terms and conditions set forth in this Agreement, subject
6 to the approval of the Court pursuant to Section 2699(l) of the California Labor Code Private
7 Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.* (“PAGA”).

8 DEFINITIONS

9 The following terms have the following definitions as used herein:

10 1. “**Action**” means and refers to the above-captioned action, *Roberto Trujillo v. Cobalt*
11 *Security Services, Inc., et al.*, Case No. 2023-CU-OE-012154, which is currently pending in Ventura
12 County Superior Court.

13 2. “**Aggrieved Employees**” means all non-exempt employees who were employed or
14 were alleged to have been employed by Defendants, in the State of California, at any time from
15 February 24, 2022 through September 20, 2024.

16 3. The terms “**Agreement**,” “**Settlement**,” and “**Settlement Agreement**” mean this
17 Stipulation and Agreement for PAGA Action Settlement.

18 4. “**Court**” means the Superior Court of the State of California in and for the County
19 of Ventura.

20 5. “**Defendants**” means defendant Cobalt Security Services, Inc. and defendant
21 Andrew Esseff.

22 6. “**Effective Date**” means the date when all of the following have occurred:

- 23 a) This Agreement has been signed by the parties hereto, PAGA Counsel, and Defendants’
24 Counsel;
25 b) The Court has unconditionally and finally approved the Settlement;
26 c) The Court has entered and filed the Final Order and Judgment in accordance with the
27 terms herein; and
28

1 d) The Judgment is final. Under this Settlement, if no objection or challenge to the
2 Settlement is made or pending in the Superior Court, the Judgment is final as of the day
3 the Court enters Judgment. If there is an objection, request for review, writ, or other
4 challenge to the Settlement, the Effective Date shall occur sixty-five (65) calendar days
5 after the date the Court enters the Final Order and Judgment to the Settlement if no
6 appeal, request for review, writ, or other challenge is pending regarding the Settlement.
7 If an appeal, request for review, writ, or other challenge is filed or pending regarding the
8 Settlement, the Effective Date will not occur and no amounts will be payable until all
9 appeals, requests for review, writs, or other pending challenges have lapsed or have been
10 favorably resolved in favor of the Settlement and no other appeal, review request, writ
11 or other appellate court review is possible.

12 7. **“Final Order and Judgment”** means the order granting approval of the Settlement
13 and entering Judgment by the Court, in the form as attached to this Agreement as **Exhibit A**.

14 8. **“Generally Released Plaintiff Claims”** means any and all claims, actions, causes of
15 action, rights, demands, debts, obligations, damages, accountings, or any other matters of whatever
16 nature, known or unknown, which Plaintiff Roberto Trujillo may have: i) arising out of or relating
17 to any of the matters, acts or omissions described or referred to in the Action; ii) arising out of or
18 relating to Plaintiff’s employment with Defendants; or iii) in any way arising out of or relating to
19 the prior relationship, involvement, or contact between the Parties as of the date of the Parties
20 signing this Agreement, whether referred to in the Action or not. By way of example, the Generally
21 Released Plaintiff Claims includes any claims or causes of actions arising out of or related in any
22 way to the releasing party’s prior relationships and interactions with the Released Parties, including,
23 without limitation, any claims (whether state, federal, or administrative) for compensation, salaries,
24 wages, bonuses, commissions, overtime, benefits, sick pay, holiday pay, vacation, paid time off,
25 severance pay, paid leave benefits, penalties, meal and rest period premiums, any other premiums,
26 liquidated damages, interest, damages, back or front pay, mental or emotional distress, lost profits
27 or opportunities, costs, expenses, attorneys’ fees, employee benefits, promises concerning any of
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1 the above, remedies of any other type, breach of contract or duty, fraud, misrepresentation,
2 defamation, discrimination or harassment in any form, retaliation in any form, breach of the implied
3 covenant of good faith and fair dealing, wrongful or tortious discharge or termination in violation
4 of statute or public policy, intentional or negligent infliction of emotional distress, or any other
5 claims arising under any federal, state, local or other governmental statute or ordinance, including
6 without limitation, the National Labor Relations Act; Title VII of the Civil Rights Act of 1964; the
7 Civil Rights Act of 1991; the Americans with Disabilities Act of 1990; the Fair Labor Standards
8 Act; the Occupational Safety and Health Act; the Consolidated Omnibus Budget Reconciliation Act
9 of 1985; the Older Workers Benefit Protection Act; the Worker Adjustment and Retraining
10 Notification Act (“WARN”); the Employee Retirement Income Security Act of 1974; the Family
11 and Medical Leave Act of 1993; the Rehabilitation Act of 1973; the Internal Revenue Code of 1986,
12 as amended; the Service Contract Act; the California Fair Employment and Housing Act; the
13 California Family Rights Act; the California Labor Code (including the Private Attorneys General
14 Act); the California Civil Code; the California Government Code; the California Constitution; and
15 any and all claims for penalties, punitive damages, exemplary damages, attorneys’ fees and costs,
16 as well as any other statutes, laws regulations or damages of similar content or effect. Plaintiff’s
17 Release does not extend to any claims or actions to enforce this Agreement, or to any claims for
18 vested benefits, unemployment benefits, state disability benefits, social security benefits, or
19 workers’ compensation benefits based on occurrences outside the PAGA Period.

20 9. **“Service Award/General Release Payment”** means the amount the Court
21 authorizes to be paid to Plaintiff, up to \$5,000, as compensation for Plaintiff serving as a
22 representative plaintiff in this Action and for Plaintiff’s general release of all claims Plaintiff may
23 have, or may have had, against Defendants, including those under Section 1542 of the California
24 Civil Code.

25 10. **“Gross Settlement Amount”** means a maximum total of **\$45,000.00**, which includes
26 all amounts owed and to be paid by Defendants under this Agreement, including, without limitation:
27 the Net Settlement Amount; Representative Plaintiff’s Service Award/General Release Payment;
28

1 Settlement Administration Costs; and PAGA Counsel's attorneys' fees and costs as awarded by the
2 Court.

3 11. **"LWDA Payment"** means the payment to the California Labor Workforce and
4 Development Agency in an amount equal to 75% of the Net Settlement Amount.

5 12. **"Net Settlement Amount"** mean the Gross Settlement Amount less all of the
6 following: PAGA Counsel's attorneys' fees and costs, Representative Plaintiff's Service
7 Award/General Release Payment, and Settlement Administration Costs. It is comprised of and shall
8 be used to fund the LWDA Payment and the PAGA Aggrieved Employee Payment.

9 13. **"PAGA"** means the California Labor Code Private Attorneys General Act of 2004,
10 Cal. Lab. Code sections 2698 *et seq.*, as amended.

11 14. **"PAGA Aggrieved Employee Payment"** means a payment of 25% of the Net
12 Settlement Amount, which shall be distributed among and paid to the Aggrieved Employees out of
13 the Gross Settlement Amount in connection with this settlement of the PAGA Claim.

14 15. **"PAGA Claim"** means Representative Plaintiff's individual claim and
15 representative claim on behalf of the Aggrieved Employees for civil penalties under PAGA, as
16 alleged in the Action and in Representative Plaintiff's PAGA notice letter sent to the Labor and
17 Workforce Development Agency, dated February 24, 2023.

18 16. **"PAGA Counsel"** means the law firm of Consumer & Employment Lawyers,
19 including its attorneys R. Craig Clark and Alicja Urtnowski.

20 17. **"PAGA Period"** means February 24, 2022 through September 20, 2024.

21 18. **"Parties"** means Plaintiff and Representative Plaintiff Roberto Trujillo, and
22 Defendants Cobalt Security Services, Inc. and Andrew Esseff.

23 19. **"Released PAGA Claims"** means any and all claims, demands, rights, liabilities,
24 debts, primary rights, claims for relief, and causes of action for PAGA penalties during the PAGA
25 Period arising out of or relating to the employment of Plaintiff or the Aggrieved Employees that:
26 1) are alleged, were alleged, or could have been alleged in the complaint(s) in the Action (including
27 any previously filed complaints in the Action) or any PAGA notice letter; or 2) arise out of, are
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1 comprised of, and/or are related to the facts, matters, transactions or occurrences alleged in the
2 complaint in the Action or any PAGA notice. This includes, without limitation, claims and
3 allegations made pursuant to the PAGA for claims against Defendants for: failure to provide meal
4 periods (or pay premium pay); failure to provide rest breaks (or pay premium pay); failure to pay
5 for all hours worked, including any failure to pay minimum and/or overtime wages; failure to
6 reimburse for necessary business expenses; failure to provide sick leave or written notice of sick
7 leave available; failure to timely pay all wages owed and/or waiting time penalties to former
8 employees; failure to pay all wages owed to discharged and quitting employees; failure to provide
9 complete and accurate itemized wage statements; failure to provide any records, including personnel
10 file and signed documents; failure to keep or maintain required records; and for any violations of
11 California Labor Code sections, including sections 200, 201-203, 204, 210, 226, 226.3, 226.7, 246,
12 248.1, 248.2, 248.3, 248.6, et seq., 432, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198,
13 1199, 2100, 2101, 2800, 2802, 2698 *et seq.*, the applicable IWC Wage Order provisions; and
14 primary and statutory rights alleged in Plaintiff's operative complaint in the Action and in Plaintiff's
15 PAGA notice letter dated February 24, 2023 and attached as Exhibit 1 to Plaintiff's complaint.

16 20. **"Released Parties"** means Defendants Cobalt Security Services, Inc., Andrew
17 Esseff, and Marc Esseff, any and all of Cobalt's current and former owners, investors, shareholders,
18 members, partners, officers, directors, managers, employees, supervisors, agents, attorneys,
19 insurers, and representatives.

20 21. **"Representative Plaintiff"** or **"Plaintiff"** means Plaintiff Roberto Trujillo.

21 22. **"Settlement Administrator"** shall mean ILYM Group, or such other neutral third-
22 party administrator agreed to by the Parties, subject to approval by the Court.

23 23. **"Unknown Claims"** means Plaintiff Roberto Trujillo's claims which he does not
24 know or suspect to exist in his favor at the time of this Settlement, including such claims which, if
25 known, might have affected such his decision to enter into or not enter into this Settlement and
26 whether to agree to and accept the releases herein. As to Plaintiff's release of Unknown Claims, he
27 expressly waives and relinquishes, to the fullest extent permitted by law, the provisions, rights, and
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benefits of Section 1542 of the California Civil Code, which provides:

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

As to Plaintiff's release of Unknown Claims, he also waives any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or of international or foreign law, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. A person releasing Unknown Claims may hereafter discover facts or matters in addition to or different from those which he, she, or it now knows or believes to be true with respect to its released claims, but hereby stipulates and agrees that with this Settlement such person fully and finally releases any and all released claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

RECITALS

24. Plaintiff alleges that, on or about February 24, 2023, Plaintiff and PAGA Counsel sent a PAGA notice and administrative exhaustion letter to the Labor and Workforce Development Agency ("LWDA"), with a copy to Defendant, and such letter is attached to Plaintiff's complaint as Exhibit 1.

25. On or about May 9, 2023, Plaintiff filed his PAGA Complaint in Los Angeles County Superior Court, in a case entitled *Roberto Trujillo v. Cobalt Security Services, Inc.* et al., Case No. 23STCV10444, and venue for the action was then later transferred to Ventura County Superior Court, where the case is now pending in Ventura County Superior Court (Case No. 2023-CU-OE-012154).

1 26. The Action alleges a PAGA claim for civil penalties and seeks an award of
2 reasonable attorneys' fees and costs.

3 27. The Parties have conducted a thorough investigation into the facts of the Action and
4 various related matters and through formal and informal discovery Cobalt has provided extensive
5 data and information, as well as pertinent documents, relating to the underlying alleged violations.
6 On April 17, 2024, the Parties attended a full-day mediation with mediator Craig Ackermann and
7 participated in numerous follow-up discussions and negotiations by telephone with Mr. Ackermann,
8 various motion practice occurred in the case, and subsequent ongoing settlement negotiations
9 occurred. In connection with this, the Parties reached the present Settlement. The Parties understand,
10 acknowledge, and agree that this Settlement constitutes a compromise of the present PAGA Claim,
11 and that it is the desire and intention of the Parties to effect a final and complete resolution of the
12 PAGA Claim.

13 28. The Parties enter into this Settlement Agreement on a conditional basis with the
14 understanding that Court approval of the Settlement is necessary. In the event the Court does not
15 enter a Final Order and Judgment as set forth in this Settlement Agreement, this Settlement
16 Agreement will be deemed null and void ab initio and will be of no force or effect whatsoever, and
17 will not be referred to or utilized for any purpose whatsoever, including as an admission of anything,
18 or as a waiver of any objections, arguments, or positions in connection with the Action.

19 29. Defendants deny and have denied all of the claims in the Action, and do not waive,
20 but rather expressly reserve, all rights to challenge all such claims and allegations upon all legal,
21 procedural and factual grounds should this Settlement Agreement not become effective or final.
22 Defendants dispute and deny any and all liability, violations, or other improper conduct in
23 connection with the Action, and maintain that they have at all times complied with all relevant laws
24 and obligations and have not engaged in any illegal or otherwise actionable conduct with respect to
25 Plaintiff or any other allegedly aggrieved employees. Defendants have entered into this Settlement
26 Agreement to resolve the dispute or disputes that have arisen with Plaintiff (including, without limit,
27 the Action), and to avoid the burden and expense of litigation.

28

30. The Parties stipulate and agree to the following terms of this Settlement Agreement with the intent that this Agreement finally disposes of the Action with prejudice.

TERMS AND CONDITIONS

31. **Settlement Payments and Calculation of Claims.** Subject to final Court approval and the conditions specified in this Agreement, and in consideration of the mutual covenants and promises set forth in this Agreement, Cobalt agrees to pay the Gross Settlement Amount of Forty-Five Thousand Dollars and No Cents (\$45,000). The following table sets forth the allocation and distribution of the Gross Settlement Amount as provided for and proposed under the Settlement:

- PAGA Counsel reasonable attorneys' fees not to exceed **\$15,000.**
- PAGA Counsel costs not to exceed **\$12,000.**
- Representative Plaintiff Roberto Trujillo's Service Award/General Release Payment not to exceed **\$5,000.**
- Settlement Administration Costs, not to exceed **\$4,450.**
- **\$8,550** for the Net Settlement Amount (*i.e.* the total of the LWDA Payment and PAGA Aggrieved Employee Payment, to be distributed to the LWDA and Aggrieved Employees)
 - **\$6,412.50** for the LWDA Payment ($8,550 \times 75\% = 6,412.50$)
 - **\$2,137.50** for the PAGA Aggrieved Employee Payment ($8,550 \times 25\% = 2,137.50$)

32. **Apportionment of Gross Settlement Amount.** Subject to Court approval and the conditions specified in this Agreement, the Gross Settlement Amount shall be apportioned as follows:

a. **Settlement Administration Fees And Costs:** The fees and costs associated with settlement administration (*e.g.*, preparing and mailing payments to the Aggrieved Employees, tax documentation, etc.) (the "Settlement Administration Costs") shall be paid from the Gross Settlement Amount and are estimated to be **\$4,450.**

b. **PAGA Counsel's Attorneys' Fees And Costs / Representative Plaintiff's Service Award/General Release Payment:** PAGA Counsel's attorneys' fees and costs and Representative Plaintiff's Service Award/General Release Payment shall be paid from the Gross Settlement Amount.

- PAGA Counsel shall be paid from the Gross Settlement Amount an amount

1 that is up to one-third of the Gross Settlement Amount for reasonable
2 attorneys' fees (*i.e.* \$15,000), plus actual, reasonable documented litigation
3 costs not to exceed \$12,000.

- 4 ○ Representative Plaintiff shall be paid from the Gross Settlement Amount an
5 amount up to \$5,000 as Representative Plaintiff's Service Award/General
6 Release Payment, which will be paid from the Gross Settlement Amount. The
7 Service Award/General Release Payment shall be in addition to such payment
8 amount Representative Plaintiff may be entitled to as an Aggrieved Employee
9 under the Settlement.
- 10 ○ The Court's ruling concerning PAGA Counsel's application for attorney fees
11 and costs and Representative Plaintiff's Service Award/General Release
12 Payment (whether awarded as requested or altered at the discretion of the
13 Court) shall not affect the enforceability of this Agreement, or the ability of
14 the Court to otherwise approve the Settlement. Any amount requested, but
15 not awarded by the Court, shall be included with the Net Settlement Amount
16 and be distributed to the LWDA and Aggrieved Employees as provided
17 herein.

18 c. Net Settlement Amount: After deducting Court approved PAGA Counsel
19 attorneys' fees and costs, settlement administration costs, and Representative Plaintiff's Service
20 Award/General Release Payment from the Gross Settlement Amount, the remaining amount will
21 comprise the Net Settlement Amount. The Net Settlement Amount is comprised of the LWDA
22 Payment and the PAGA Aggrieved Employee Payment. The Net Settlement Amount of
23 approximately \$8,550 shall be allocated 75% to the LWDA Payment, which is estimated to total
24 \$6,412.50 (\$8,550 x 75%). The remaining 25% of the Net Settlement Amount, estimated to total
25 \$2,137.50 (\$8,550 x 25%), shall be allocated to the PAGA Aggrieved Employee Payment and shall
26 be paid to the Aggrieved Employees on a *pro rata* basis as noted below, which shall be referred to
27 as each Aggrieved Employee's "Individual PAGA Payment."
28

1 Example:¹

2 Aggrieved Employee A was actively employed during the PAGA Period for 25 pay periods.
3 All Aggrieved Employees were actively employed a combined total of 1,000 pay periods during the
4 PAGA Period. Aggrieved Employee A's Individual PAGA Payment would be calculated as
5 follows:

- 6 ➤ 25 pay periods for Aggrieved Employee A ÷ 1,000 total pay periods for all Aggrieved
7 Employees = 0.025%.
- 8 ➤ Aggrieved Employee A is entitled to an Individual PAGA Payment in an amount that
9 is 0.025% of the PAGA Aggrieved Employee Payment.²

10 d. Taxes and Reporting: The Individual PAGA Payments will be treated as non-
11 wage income to the Aggrieved Employees and reported by the Settlement Administrator on IRS
12 Form 1099. Any payment to PAGA Counsel for attorney fees and costs will be treated will be treated
13 and reported by the Settlement Administrator as IRS Form 1099 income to PAGA Counsel.

14 33. **Release By Aggrieved Employees And State Of California.**

15 a. Terms Of Release: In exchange for the consideration recited in this
16 Settlement Agreement, Representative Plaintiff, as the representative for the State of California and
17 all Aggrieved Employees, as well as each of their respective current, former, and future heirs,
18 executors, administrators, attorneys, agents, and assigns, fully, finally, and forever release,
19 relinquish, settle, and discharge all Released PAGA Claims against the Released Parties, including
20 for all civil penalties under PAGA. The Aggrieved Employees and the State of California are
21 deemed by operation of the Final Order and Judgment to have agreed not to sue or otherwise make
22 a claim against any of the Released Parties for any Released PAGA Claims.

23 b. No Opt-Outs. Aggrieved Employees and the State of California shall have no
24 right to opt out of this Settlement, either in whole or in part.

25 c. No Claims Based On Stipulation And Agreement. No Aggrieved Employee
26

27 _____
28 ¹ Example provided for illustrative purposes only and does not reflect an actual payment.
 ² Individual PAGA Payments will be rounded to the nearest penny with .5 rounded up.

1 will have any claim against any of the Released Parties, Defendants' counsel, the Representative
2 Plaintiff, or PAGA Counsel, based on errors in administrating claims or performing the mailing and
3 skip-tracing requirements of the Settlement Administrator under this Agreement.

4 34. **Plaintiff's General Release of All Claims, including Unknown Claims.**

5 a. Terms Of Release: In exchange for the consideration recited in this
6 Settlement Agreement, the Representative Plaintiff, on behalf of himself and on behalf of his
7 current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, fully,
8 finally, and forever releases, relinquishes, settles, and discharges: 1) all Released PAGA Claims
9 against the Released Parties; 2) all Generally Released Plaintiff Claims against the Released Parties;
10 and 3) all Unknown Claims against the Released Parties.

11 b. No Other Actions or Claims. By executing this Agreement, Representative
12 Plaintiff represents, warrants, and confirms that Representative Plaintiff has no other filed or unfiled
13 individual or representative claim or charge of any type (whether class, collective, PAGA, or
14 otherwise) against Defendants Cobalt Security Services, Inc., Andrew Esseff, or the Released
15 Parties. Representative Plaintiff hereby represents, warrants, and agrees he will not serve as a PAGA
16 representative or class representative in any further claim against Defendants based upon any action,
17 event, or occurrence prior to the date he signs this Settlement Agreement.

18 c. Representative Plaintiff shall be deemed by operation of the Final Order and
19 Judgment to have released all claims as provided herein and agreed not to sue or otherwise make
20 any further claim against Defendants or the Released Parties based upon any action, event, or
21 occurrence prior to the date he signs this Settlement Agreement.

22 35. **Release by PAGA Counsel:**

23 PAGA Counsel releases on behalf PAGA Counsel, and their present and former attorneys,
24 employees, principals, agents, successors and assigns, Defendants and each of the Released Parties
25 from all claims for attorney fees and costs incurred relating to the Action and the PAGA Period as
26 provided under any complaint in the Action and all PAGA notices in the Action.

27 36. **Request For Final Order And Judgment.**

1 a. Upon execution of this Agreement, Representative Plaintiff shall
2 promptly file a motion or application with the Court requesting approval of this Settlement which
3 shall include submitting the proposed Final Order and Judgment attached hereto as **Exhibit A**.

4 b. On the date Representative Plaintiff files the motion or application
5 discussed in this paragraph, Plaintiff and PAGA Counsel will also provide notice and advise the
6 LWDA of the Settlement in accordance with PAGA, including, without limit, submitting to the
7 LWDA a notice of the Settlement and enclosing a copy of the Settlement Agreement and the motion
8 or application filed with the Court requesting approval. Plaintiff's notice and advisement of the
9 Settlement to the LWDA shall also otherwise comply with the notice / settlement requirements of
10 PAGA.

11 37. **No Right to Opt Out / Waiver of Appeal.** Representative Plaintiff, Aggrieved
12 Employees, and the State of California shall have no right to opt out of this Settlement, either in
13 whole or in part. Any Aggrieved Employee who does not timely submit an objection to the
14 Settlement waives any and all rights to appeal from or challenge the Final Order and Judgment,
15 including all rights to any post-judgment proceeding and appellate proceeding such as a motion to
16 vacate the judgment, motion for new trial, and extraordinary writs. This waiver does not include a
17 waiver of the right to oppose any appeals, appellate proceedings or post judgment proceedings, if
18 any.

19 38. **Settlement Funding and Payment Date.**

20 a. Within 7 days after the Effective Date, the Settlement Administrator shall
21 send Cobalt's counsel electronic wiring instructions for Cobalt to fund and pay the Gross Settlement
22 Amount.

23 b. Defendant Cobalt shall pay the Gross Settlement Amount as directed by the
24 Settlement Administrator on or before 21 days after the Effective Date.

25 c. Within 14 days after Cobalt's payment of the Gross Settlement Amount, the
26 Settlement Administrator shall issue the payments provided by this Agreement (the "Payment
27 Date").
28

1 39. **PAGA List.**

2 a. On or before 21 days after the Effective Date, Defendant Cobalt will provide
3 a PAGA List to the Settlement Administrator which will based on Cobalt's records identify the
4 Aggrieved Employees by name, social security number, and last known home address, and identify
5 the number of pay periods worked by each Aggrieved Employee during the PAGA Period. ("PAGA
6 List"). In observance of and to protect the privacy interests of Aggrieved Employees, the Settlement
7 Administrator shall preserve and maintain the confidentiality of the PAGA List provided by Cobalt.

8 40. **PAGA Payments To Aggrieved Employees.**

9 a. On the Payment Date, the Settlement Administrator will mail to each
10 Aggrieved Employee, via first-class United States Mail, the following:
11 (a) the PAGA Settlement Notice in English and Spanish, attached as
12 **Exhibit B** to this Agreement; and (b) their Individual PAGA Payment
13 check (collectively, the "PAGA Packet"). The amount of such payment
14 will be calculated as provided above and paid from the PAGA Aggrieved
15 Employee Payment.

16 b. Prior to mailing, the Settlement Administrator will update all addresses
17 using the National Change of Address System (NCOA). In the event that
18 a PAGA Packet is returned to the Settlement Administrator with a
19 forwarding address, the Settlement Administrator will re-send the PAGA
20 Packet to the forwarding address identified. If no forwarding address is
21 provided, then the Settlement Administrator will promptly conduct a
22 "standard search," sometimes called, "Skip Trace" or "Credit Header"
23 searches, to locate a better address. If a better address is found, the
24 Settlement Administrator will promptly re-send the PAGA Packet to such
25 better address. If a better address is not found or the PAGA Packet is
26 ultimately returned without a forwarding address, neither the Settlement
27 Administrator, Defendants, Defendants' counsel, Plaintiff, or PAGA
28

Counsel shall be required to take further action.

c. Aggrieved Employees shall have 180 calendar days after the date the PAGA Packet is mailed to them to cash their settlement payment checks. If any Aggrieved Employee's check is not cashed within that period, the settlement payment check will be voided and a stop-payment will be issued. Neither Defendants, Defendants' counsel, Plaintiff, nor PAGA Counsel shall have any liability for lost or stolen settlement payment checks, forged signatures on settlement payment checks, unauthorized negotiation of settlement payment checks, or failure to timely cash a settlement payment check within the 180 day period.

d. Any unpaid cash residue or unclaimed Aggrieved Employee funds, plus any accrued interest that has not otherwise been distributed pursuant to order of the Court, shall be transmitted to the California State Controller's office Unclaimed Property Fund in the name of the Aggrieved Employee.

41. **Payments Of Service Award/General Release Payment, Attorneys' Fees And Costs, And The LWDA Settlement Payment.**

a. On the Payment Date, the Settlement Administrator will pay from the Gross Settlement Amount the Representative Plaintiff's Service Award/General Release Payment as awarded by the Court. The payment will be made by sending to PAGA Counsel a check payable to "Roberto Trujillo" in the amount of the Court-approved Service Award/General Release Payment. This payment is conditional upon PAGA Counsel providing the Settlement Administrator with a completed Form W-9 for the Representative Plaintiff.

b. On the Payment Date, the Settlement Administrator will pay from the Gross Settlement Amount to PAGA Counsel the Court-approved Attorneys' Fees and Costs award. Such payment is conditional upon PAGA Counsel providing the Settlement Administrator with a completed Form W-9.

c. On the Payment Date, the Settlement Administrator will pay the LWDA

1 Payment from the Net Settlement Amount by issuing a check in the amount approved by the Court
2 for such LWDA Payment, payable to the “California Labor Workforce and Development Agency.”

3 42. **Deadlines.**

4 If any deadline specified in this Agreement falls on a Saturday, Sunday, or Court holiday,
5 the deadline will be automatically extended to the next regular business day. Unless specified
6 otherwise, all references to “days” shall mean calendar days.

7 43. **Enforcement And Continuing Jurisdiction Of The Court.**

8 Pursuant to the Parties’ agreement, this Settlement Agreement shall be approved by the
9 Court and is enforceable by the Court pursuant to California Code of Civil Procedure section 664.6.
10 Following entry of the Final Order and Judgment, this Court will have and retain continuing
11 jurisdiction over the Action and over the Parties and the Aggrieved Employees, to the fullest extent
12 necessary and in conformance with applicable law to enforce and effectuate the terms and intent of
13 this Settlement Agreement and the matters provided for in it.

14 44. **Mutual Full Cooperation.**

15 The Parties shall cooperate with each other in accordance with the terms of this Settlement
16 Agreement.

17 45. **Non-Admission of Liability.**

18 Defendants have entered into this Agreement to resolve the dispute that has arisen in
19 connection with the Action and to avoid the burden, expense and risk of continued litigation. In
20 entering into this Agreement, Defendants do not admit, and specifically deny, that Defendants have
21 violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant
22 to any statute or any other applicable laws, regulations or legal requirements; violated or breached
23 any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct
24 with respect to the Action. Defendants dispute and deny that Plaintiff’s Action is suitable for
25 representative action treatment. Neither this Agreement, nor any of its terms or provisions, nor any
26 of the negotiations connected with it, shall be construed as an admission or concession by
27 Defendants with respect to any allegation of Plaintiff, with respect to any alleged violations or
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1 failures to comply with any applicable law, or as an admission or concession in any other respect.
2 Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its
3 terms and provisions shall not be offered or received as evidence in any action or proceeding for
4 any purpose, including, without limitation, to establish any liability or admission on the part of
5 Defendants, to establish or support any contention, or to establish or support the existence of any
6 condition constituting a violation of, or a non-compliance with, federal, state, local or other
7 applicable law.

8 46. **Effective Date Of Defendant's Obligations Under This Agreement.**

9 Defendants' obligations under this Settlement Agreement will become effective only upon
10 the occurrence of the Effective Date. In the event that any of the conditions specified in this
11 Settlement Agreement are not satisfied, or in the event that this Settlement does not obtain approval
12 of the Court for any reason, all matters covered by this Agreement will be null and void. In such
13 event, this Agreement will be void and of no effect, and neither this Agreement nor any negotiations
14 leading to this Settlement will be used or construed by or against any Party as a determination,
15 admission, or concession of any issue of law or fact in the litigation; and the Parties do not waive,
16 and instead expressly reserve, their respective rights regarding the prosecution and defense of the
17 Action in all respects, including all available defenses and affirmative defenses, and to challenge
18 any claim, as if this Settlement Agreement never existed. Further, in the event this Settlement
19 Agreement does not become effective for any reason, the Parties shall be restored to their respective
20 positions as of the date this Settlement Agreement was first signed by a party hereto.

21 47. **Binding Effect of Agreement On Representative Plaintiff and Aggrieved**
22 **Employees.**

23 Upon executing this Agreement, Representative Plaintiff shall be bound by all of the terms
24 herein, and upon the Effective Date, all Aggrieved Employees shall be bound by and subject to this
25 Agreement, including, without limit, the release of claims provided for herein.

1 48. **Stay of Litigation Activity.**

2 Besides the Parties' efforts to effectuate the Settlement as provided herein, litigation
3 activity shall otherwise cease during the period the Parties seek to effectuate this Settlement.

4 49. **Nullification.**

5 If: (1) the Court should for any reason fail to enter the Final Order and Judgment; or (2) the
6 Court's Final Order and Judgment is reversed or modified, or declared or rendered void, then (a) the
7 Settlement Agreement shall become null and void; and (b) the Parties will revert to their respective
8 positions as of the date this Settlement Agreement was first signed by a party hereto.

9 50. **Invalidation.**

10 Invalidation of any material term of this Settlement Agreement will invalidate this
11 Agreement in its entirety unless the Parties subsequently agree in writing that the remaining
12 provisions will remain in full force and effect.

13 51. **No Publicity.**

14 Plaintiff and his counsel agree that the terms of this Settlement Agreement (including, but
15 not limited to, the Gross Settlement Amount), the negotiations leading to the execution of this
16 Settlement Agreement, and the Settlement Agreement itself, shall not be discussed with or
17 publicized or promoted to the media. Plaintiff or his counsel shall not issue any press release
18 concerning the Action or this Settlement, respond to any press inquiry, or have any communication
19 with the press about this case and/or the fact, amount, or terms of this settlement, nor shall Plaintiff's
20 counsel publish any internet or website posting or content identifying, mentioning, or discussing
21 Defendants or the Company's management personnel. Notwithstanding the foregoing, Plaintiff and
22 his counsel (1) may tell the public in general only that certain claims "have been resolved by the
23 Parties," and (2) may disclose the terms of the Settlement Agreement (a) in appropriate filings with
24 the Court in this case; (b) where required by law (e.g., income tax returns, etc.); and (c) to
25 accountants or other tax professionals for the purpose of preparing tax returns.

1 52. **Representative Plaintiff Representation and Warranty Re: No Other Action or**
2 **Assignment of Claims.**

3 Representative Plaintiff hereby warrants and represents that he has not filed any complaint,
4 lawsuit, grievance, demand for arbitration, charge, and/or any other claim against any of the above-
5 captioned Defendants or the Released Parties with any court, governmental or administrative agency
6 or any other entity asserting any claim or claims released herein. Representative Plaintiff represents
7 and warrants that there has been no assignment or other transfer, whether in whole or in part, of any
8 interest in any claim that Representative Plaintiff may have against Defendants or the Released
9 Parties. Representative Plaintiff agrees to indemnify and hold Defendants and the Released Parties
10 harmless from any liabilities, claims, demands, damages, costs, expenses, and attorneys' fees
11 incurred by Defendants or the Released Parties as a result of any such assignment or transfer as
12 described herein.

13 53. **Non-Disparagement.**

14 To the fullest extent permitted by law, Representative Plaintiff agrees not to disparage or
15 publish or disseminate information (nor encourage or solicit the disparagement or the dissemination
16 of such information), whether oral or written, that is derogatory in any manner or which may be
17 harmful to the above-captioned Defendants' business or personal reputation, whether such
18 information was acquired before, during, or after Representative Plaintiff's employment.

19 54. **Entire Agreement.**

20 This Settlement Agreement constitutes the entire agreement between the Parties, and no oral
21 representations, warranties, or inducements have been made to any party concerning this Settlement
22 Agreement other than the representations, warranties, and covenants contained and memorialized in
23 this Settlement Agreement. For clarity and avoidance of doubt, any prior agreement to arbitrate
24 involving Plaintiff and/or Defendants is not superseded and remains in full force and effect.

25 55. **Authorization To Act.**

26 The Parties hereto warrant and represent that they are authorized to negotiate and agree to
27 this Settlement as provided herein and to take all appropriate action required or permitted to be taken
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1 by such parties pursuant to this Settlement and to otherwise effectuate its terms.

2 56. **Modification Only In Writing.**

3 This Settlement Agreement may be amended or modified only by a written instrument signed
4 by all Parties or their successors in interest.

5 57. **Binding On Successors.**

6 This Settlement Agreement is binding upon and will inure to the benefit of the Parties to this
7 Agreement, as well as their assigns and successors in interest.

8 58. **No Prior Assignments.**

9 The Aggrieved Employees are deemed by operation of the Final Order and Judgment to
10 represent, covenant, and warrant that they have not directly or indirectly assigned, transferred,
11 encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any
12 liability, claim, demand, cause of action, or rights released and discharged by this Agreement.

13 59. **Governing Law.**

14 All terms of this Settlement Agreement will be governed by and interpreted according to the
15 laws of the State of California, without giving effect to conflicts of laws principles.

16 60. **Counterparts.**

17 This Settlement Agreement may be executed in one or more counterparts, including by the
18 use of e-signatures. All executed counterparts and each of them will be deemed to be one and the
19 same instrument. Counsel for the Parties will exchange among themselves any signed counterparts.

20 61. **Exhibits.**

21 This Settlement Agreement includes the attached exhibits.

22 62. **Headings For Convenience Only.**

23 The descriptive headings of any paragraphs or sections and the defined terms of this
24 Settlement Agreement are inserted for convenience of reference only.

25 63. **Construction of This Agreement.**

26 The Parties have reached this Settlement Agreement through arms-length negotiations. This
27 Agreement has been drafted and agreed to jointly by the parties hereto. Hence, for purposes of any
28

1 construction or interpretation of this Settlement Agreement, the Settlement Agreement shall not be
2 construed against either party as the principal drafter of the Settlement Agreement.

3 64. **Corporate Signatories.**

4 Any person executing this Settlement Agreement or any related document on behalf of a
5 corporate signatory warrants and represents for the benefit of all Parties that such person has been
6 duly authorized by such corporation to execute this Settlement Agreement or any related document.

7 65. **No Tax Advice.**

8 Nothing contained herein constitutes legal advice regarding the taxability or tax
9 consequences of any amounts paid in connection with the Settlement, nor should anything contained
10 herein be relied upon as such, and PAGA Counsel and Defendants' counsel are not providing
11 representation or advice regarding taxes or any withholding matters in connection with this
12 Settlement, either to Plaintiff or Defendants.

13 66. **Representation By Counsel.**

14 The Parties acknowledge and agree that each has been represented by counsel and each has
15 been given the opportunity to consult counsel regarding the contents of this Settlement Agreement,
16 and that each has sought the advice of counsel to the extent each Party believes is necessary to do
17 so prior to entering into this Settlement Agreement.

18 67. **Attorneys' Fees And Costs.**

19 Except as otherwise expressly provided for in this Settlement Agreement, the Parties will
20 each bear responsibility for their own attorneys' fees and costs, taxable or otherwise, incurred by
21 them or arising out of this Action and will not seek reimbursement thereof from any Party to this
22 Settlement Agreement, and no party hereto shall be considered a "prevailing party" (or similar
23 designation) in connection with this matter.

24 [SIGNATURE PAGE(S) TO FOLLOW]

1 **IT IS SO AGREED:**

2 Dated: Jan 13, 2025

PLAINTIFF ROBERTO TRUJILLO

3

4


Roberto Sabu Trujillo (Jan 13, 2025 14:06 MST)

5

6 Dated:

DEFENDANT COBALT SECURITY SERVICES, INC.

7

8

9

By:
Its:

10

11 Dated:

DEFENDANT ANDREW ESSEFF

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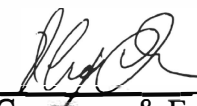
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15 Dated:

APPROVED AS TO FORM

16

17

By: 
Consumer & Employment Lawyers
R. Craig Clark
Alicja A. Urtnowski

18

19

Attorneys for Plaintiff Roberto Trujillo and the
Aggrieved Employees

20

21 Dated:

APPROVED AS TO FORM:

22

23

By: _____
LightGabler LLP
Brian R. Weilbacher
Benjamin F. Fraser

24

25

Attorney for Defendants Cobalt Security Services,
Inc. and Andrew Esseff

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1 **IT IS SO AGREED:**

2 Dated: PLAINTIFF ROBERTO TRUJILLO

3
4
5 _____

6 Dated: 1/17/25 DEFENDANT COBALT SECURITY SERVICES, INC.

7
8 
9 By: Andrew J. Esseff
Its: President

10 Dated: 1/17/25 DEFENDANT ANDREW ESSEFF

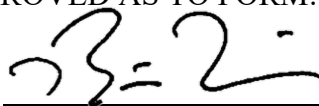
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13 _____

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15 Dated: APPROVED AS TO FORM

16
17 By: _____
18 Consumer & Employment Lawyers
R. Craig Clark
Alicja A. Urtnowski

19 Attorneys for Plaintiff Roberto Trujillo and the
20 Aggrieved Employees

21 Dated: 1/17/25 APPROVED AS TO FORM:

22 By: 
23 LightGabler LLP
24 Brian R. Weilbacher
Benjamin F. Fraser

25 Attorney for Defendants Cobalt Security Services,
26 Inc. and Andrew Esseff

27
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EXHIBIT A

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF VENTURA

ROBERTO TRUJILLO, as an individual, and
on behalf of himself, and all persons similarly
situated,

Plaintiff,

vs.

COBALT SECURITY SERVICES, INC., a
California corporation authorized to do business
in the state of California; and ANDREW
ESSEFF, an individual; and DOES 1 to 10
inclusive,

Defendants.

Case No.: 2023-CU-OE-012154 (PAGA Action)

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND JUDGMENT**

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Having received and considered the Settlement Agreement, the supporting papers filed by Plaintiff and his counsel in connection therewith, and good cause appearing therefor, the Court hereby grants approval of the Settlement and **HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:**

2. The California Labor Workforce and Development Agency (“LWDA”) has been provided due and adequate notice of the Settlement in accordance with applicable law and PAGA, including California Labor Code § 2699(1)(2), (1)(4). In particular, in connection with Representative Plaintiff filing his motion seeking approval of the Settlement with the Court, Representative Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement Agreement. Representative Plaintiff’s notice of the Settlement to the LWDA has complied with the notice requirements of PAGA.

4. The Settlement is approved under the PAGA statutes, including Labor Code §2699(s)(2). The Court has considered all relevant factors for determining the fairness and adequacy of the Settlement and has concluded that such factors weigh in favor of granting approval to the settlement. In particular, the Court finds that the Settlement was reached following meaningful investigation and discovery conducted by PAGA Counsel; that the Settlement is the result of serious,

1 informed, adversarial, and arm's-length negotiations between the parties; and that the terms of the
2 Settlement are in all respects fair, adequate, and reasonable.

3 5. The PAGA Settlement Notice to Aggrieved Employees, attached as **Exhibit 2** to this
4 Order, fairly and adequately describes the Action, the approved Settlement, and is the best notice
5 practicable under the circumstances.

6 6. The Court finds and declares that, in accordance with the Settlement Agreement,
7 Representative Plaintiff, as the representative for the State of California and all Aggrieved
8 Employees, as well as each of their respective current, former, and future heirs, executors,
9 administrators, attorneys, agents, and assigns, releases, relinquishes, settles, and discharges all
10 Released PAGA Claims against the Released Parties, including for all civil penalties under PAGA.

11 7. The Court finds and declares that Representative Plaintiff, in accordance with the
12 Settlement Agreement, on behalf of himself and on behalf of his current, former, and future heirs,
13 executors, administrators, attorneys, agents, and assigns, releases, relinquishes, settles, and
14 discharges: 1) all Released PAGA Claims against the Released Parties; 2) all Generally Released
15 Plaintiff Claims against the Released Parties; and 3) all Unknown Claims against the Released
16 Parties.

17 8. The Court finds and declares that each Aggrieved Employee, in accordance with the
18 Settlement, releases all Released PAGA Claims against the Released Parties. Aggrieved Employees
19 and the State of California have no right to opt out of this Settlement, either in whole or in part.

20 9. The Court finds and declares that, in accordance with the Settlement Agreement,
21 PAGA Counsel releases on behalf PAGA Counsel, and their present and former attorneys,
22 employees, principals, agents, successors and assigns, Defendants and each of the Released Parties
23 from all claims for attorney fees and costs incurred relating to the Action and the PAGA Period as
24 provided under any complaint in the Action and all PAGA notices in the Action.

25 10. The Gross Settlement Amount and the structure and methodology used for
26 calculation and distribution of the Gross Settlement Amount, including the LWDA Payment, the
27 PAGA Aggrieved Employee Payment, and the Individual PAGA Payments set forth in the
28 Settlement Agreement, are fair, reasonable, and adequate and are approved.

1 11. The Court approves the Service Award / General Release Payment to Plaintiff in the
2 amount of \$5,000.00. The Court authorizes the Settlement Administrator to make this payment, in
3 accordance with the terms of the Settlement Agreement.

4 12. The Court approves ILYM Group, Inc. Class Action Administration to act as the
5 Settlement Administrator. The Court awards the Settlement Administrator in this Action fees and
6 costs in accordance with the terms of the Settlement Agreement in the amount of \$4,450.00.

7 13. The Court approves Consumer & Employment Lawyers, including its attorneys R.
8 Craig Clark and Alicja Urtnowski, as PAGA Counsel.

9 14. The Court awards PAGA Counsel attorneys' fees in the amount of \$15,000 and costs
10 in the amount of \$ [REDACTED] which the Court finds to be fair and reasonable. The Court
11 authorizes the Settlement Administrator to make these payments, in accordance with the terms of
12 the Settlement Agreement.

13 15. The Court authorizes the Settlement Administrator to calculate the Net Settlement
14 Amount, inclusive of the LWDA Payment and the PAGA Aggrieved Employee Payment (which is
15 comprised of the Individual PAGA Payments), in accordance with the terms of the Settlement
16 Agreement.

17 16. The Court finds that payment to the LWDA of 75% of the Net Settlement Amount
18 as its share of the Settlement and in settlement of the Action is fair, adequate, and reasonable. The
19 Court authorizes the Settlement Administrator to pay the LWDA Payment, in accordance with the
20 terms of the Settlement Agreement.

21 17. The Court finds that payment to the Aggrieved Employees of 25% of the Net
22 Settlement Amount as the Aggrieved Employees' share of the settlement and in settlement of the
23 Action is fair, adequate, and reasonable. The Court authorizes the Settlement Administrator to
24 fund the PAGA Aggrieved Employee Payment and distribute the Individual PAGA Payments in
25 accordance with the terms of the Settlement Agreement.

26 18. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be valid
27 for 180 calendar days after issuance. Funds remaining from any checks for Individual PAGA
28 Payments uncashed after 180 calendar days will be dispersed to the California State Controller's

1 Unclaimed Property fund in the name(s) of the employee(s) who did not cash their checks, in
2 accordance with the terms of the Settlement Agreement.

3 19. A final accounting and status conference regarding the status of settlement
4 administration shall take place on [REDACTED], 2025, at 8:30 a.m. in Department 21. The final
5 report from the Settlement Administrator Re: Status of Settlement Administration shall be filed at
6 least ten (10) days prior to the hearing. The report from the Settlement Administrator shall be in the
7 form of a Declaration from the Settlement Administrator, by a declarant with personal knowledge
8 of the facts, and describes: (i) the date the checks were mailed, (ii) the total number of checks mailed
9 to Aggrieved Employees, (iii) the average amount of those checks, (iv) the number of checks that
10 remain uncashed, (v) the total value of those uncashed checks, (vi) the average amount of the
11 uncashed checks, and (vii) the holder/location and date of the disposition of those unclaimed funds.

12 20. Except as otherwise expressly provided for herein, the parties will each bear
13 responsibility for their own attorneys' fees and costs, taxable or otherwise, incurred by them or
14 arising out of or related to this Action and will not seek reimbursement thereof from any other
15 party.

16 21. In accordance with the Settlement Agreement, nothing in this Order or the
17 Settlement shall be construed as an admission or concession by any party. The Settlement and this
18 resulting Order and entry of judgment simply represent a compromise of disputed allegations and
19 claims. The Court acknowledges that, as stated in the Settlement Agreement, in entering into this
20 Agreement, Defendants have not admitted and have specifically denied, that Defendants have
21 violated any federal, state, or local law; violated any regulations or guidelines promulgated
22 pursuant to any statute or any other applicable laws, regulations or legal requirements; and that, as
23 indicated, this Settlement was entered into to avoid the burden and expense of continued litigation.

24 JUDGMENT

25 22. In accordance with, and for the reasons stated above, judgment is hereby rendered
26 and entered under and in accordance with the terms of the Settlement Agreement, whereby the
27 Representative Plaintiff, PAGA Counsel, the State of California, and Aggrieved Employees, shall
28 obtain that which is expressly set forth in the executed Settlement Agreement and in conformance

1 with the Court's approval order. This judgment, upon the effectiveness of the releases of claims
2 provided for in the Settlement, shall constitute a full and complete bar against Representative
3 Plaintiff, PAGA Counsel, the Aggrieved Employees, and the State of California as to all of the
4 claims released by the Settlement and shall be res judicata and collateral estoppel with respect to
5 such released claims.

6 23. Pursuant to California Code of Civil Procedure §664.6 and Rule 3.769(h) of the
7 California Rules of Court and in accordance with Settlement Agreement, this Court reserves
8 exclusive and continuing jurisdiction over this Action, the Representative Plaintiff, the Aggrieved
9 Employees, and Defendants in the action, for the purpose of supervising the implementation,
10 enforcement, construction, and interpretation of the Settlement Agreement, and the Court's
11 approval order and judgment in the Action.

12 24. Plaintiff is directed to submit a copy of this Order and Judgment to the LWDA within
13 10 days of the date of this Order and Judgment.

14 **IT IS SO ORDERED:**

15 DATED: _____, 2025

The Honorable _____
Judge of The Superior Court

EXHIBIT B

Exhibit B

[Date], 2025

ILYM Group, Inc. Class Action Administration

[ILYM Group, Inc. Class Action Administration Street Address]

[City, State Zip]

[Employee Name]

[Employee Street Address]

[City, State Zip]

Re: PAGA Settlement Payment

Dear Current or Former Employee of Cobalt Security Services, Inc. (“Cobalt” or “Defendant”):

You have received this notice because Cobalt’s records indicate that you have worked for Cobalt at some time between February 24, 2022 through September 20, 2024. This notice relates to the settlement of a lawsuit entitled *Roberto Trujillo v. Cobalt Security Services, Inc., et al.*, Ventura County Superior Court Case No. 2023-CU-OE-012154 (the “Lawsuit”).

In the Lawsuit, Plaintiff Roberto Trujillo (“Plaintiff”) made allegations and sought civil penalties against Cobalt and defendant Andrew Esseff pursuant to the California Private Attorneys General Act (“PAGA”), a law which allows a plaintiff to attempt to recover penalties on behalf of the State of California and on behalf of employees who the plaintiff alleges were “aggrieved” by alleged wage and hour violations. Plaintiff made a variety of allegations in connection with his PAGA claim, including, for example: alleged a failure to provide meal periods; alleged failure to provide rest breaks; alleged failure to pay minimum and overtime wages; alleged failure to timely pay all wages earned; alleged failure to pay all wages owed to discharged and quitting employees; alleged failure to furnish complete and accurate itemized wage statements; alleged failure to maintain required records; alleged failure to pay or provide sick leave; and alleged failure to indemnify employees for necessary expenditures.

Cobalt Has Disputed All Claims and Liability: From the beginning of the case and to the present, Cobalt has disputed and denied Plaintiff’s allegations, has asserted that Plaintiff’s claims are without basis and invalid, and has asserted that Cobalt complied with the California Labor Code, the California Wage Orders, and all other relevant California state and federal laws and regulations. Cobalt chose to settle this matter solely to minimize the expense and disruption to its business caused by Plaintiff’s Lawsuit.

The Court has not issued any ruling regarding the merits of Plaintiff’s Lawsuit. To avoid the cost, burden, and distraction of litigation, Cobalt made a business decision to settle the Lawsuit and the settlement has now been approved by the Court.

As part of the settlement of the Lawsuit, Cobalt agreed to and the Court has approved a settlement under which Cobalt has paid a total settlement amount of \$45,000 total. In accordance with the Court’s approval, the settlement amount is being distributed to pay for PAGA Counsel’s

attorneys fees and costs, Representative Plaintiff's service award, settlement administration costs, and payments to the State of California and Cobalt employees. After deducting fees and costs, the Net Settlement Amount of \$8,550 is being distributed to the State of California and current and former Cobalt employees. The settlement has resolved the Lawsuit in its entirety and it releases the PAGA claims described in this notice. The Net Settlement Amount is divided between the State of California and allegedly aggrieved employees, with the State receiving 75 percent of the penalties and employees receiving the remaining 25 percent.

Under the settlement, Plaintiff, on behalf of the State of California, the "Aggrieved Employees," and himself fully, finally, and forever released, relinquished, settled, and discharged all "Released PAGA Claims" against the "Released Parties."

"Aggrieved Employees" means: "all non-exempt employees who were employed or were alleged to have been employed by Defendants, in the State of California, at any time from February 24, 2022 through September 20, 2024."

"Released Claims" means: "any and all claims, demands, rights, liabilities, debts, primary rights, claims for relief, and causes of action for PAGA penalties during the PAGA Period (February 24, 2022 through September 20, 2024) arising out of or relating to the employment of Plaintiff or the Aggrieved Employees that: 1) are alleged, were alleged, or could have been alleged in the complaint(s) in the Action (including any previously filed complaints in the Action) or any PAGA notice letter; or 2) arise out of, are comprised of, and/or are related to the facts, matters, transactions or occurrences alleged in the complaint in the Action or any PAGA notice. This includes, without limitation, claims and allegations made pursuant to the PAGA for claims against Defendants for: failure to provide meal periods (or pay premium pay); failure to provide rest breaks (or pay premium pay); failure to pay for all hours worked, including any failure to pay minimum and/or overtime wages; failure to reimburse for necessary business expenses; failure to provide sick leave or written notice of sick leave available; failure to timely pay all wages owed and/or waiting time penalties to former employees; failure to pay all wages owed to discharged and quitting employees; failure to provide complete and accurate itemized wage statements; failure to provide any records, including personnel file and signed documents; failure to keep or maintain required records; and for any violations of California Labor Code sections, including sections 200, 201-203, 204, 210, 226, 226.3, 226.7, 246, 248.1, 248.2, 248.3, 248.6, et seq., 432, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2100, 2101, 2800, 2802, 2698 et seq., the applicable IWC Wage Order provisions; and primary and statutory rights alleged in Plaintiff's operative complaint in the Action and in Plaintiff's PAGA notice letter dated February 24, 2023 and attached as Exhibit 1 to Plaintiff's complaint."

"Released Parties" means Defendants Cobalt Security Services, Inc., Andrew Esseff, and Marc Esseff, any and all of Cobalt's current and former owners, investors, shareholders, members, partners, officers, directors, managers, employees, supervisors, agents, attorneys, insurers, and representatives.

The enclosed settlement check represents your portion of the Court-approved PAGA settlement. Cashing your check will not affect your current or former employment with

Cobalt. Checks that are not cashed within 180 calendar days of issuance will be voided and the funds will be distributed to the California State Controller's Unclaimed Property Fund in the name of the employee.

Regardless of what you do with the settlement check, based on applicable law and the Court's approval of the settlement, the release of claims above has become effective and binding on you, and you are deemed to have released such claims as described above.

If you have any questions about this notice, please contact the Settlement Administrator, _____ at _____.