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Attorneys for Plaintiff LLOYD RODRIGUEZ, in a Representative capacity only, and on behalf of other members of the general public similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF IMPERIAL

LLOYD RODRIGUEZ, in a Representative capacity only, and on behalf of other members of the general public similarly situated

Plaintiff

v.

LEAD STAR SECURITY, INC. a California Corporation; and DOES 1-10, inclusive

Defendants

CASE NO. ECU002939

**DECLARATION OF ERIC K. YAECKEL
IN SUPPORT OF PLAINTIFF'S
UNOPPOSED MOTION FOR PAGA
SETTLEMENT APPROVAL**

Date: March 19, 2026

Time: 8:30 a.m.

Dept.: 9

Judge: Hon. L. Brooks Anderholt

1 I, Eric K. Yaeckel, declare as follows:

2 1. I am an attorney licensed to practice law before all the courts of the State of California, and am
3 employed with the law firm of SULLIVAN & YAECKEL LAW GROUP, APC, attorneys of
4 record for Plaintiff LLOYD RODRIGUEZ in a Representative capacity only, and on behalf of
5 other members of the general public similarly situated in this matter.

6 2. I make this declaration in support of Plaintiff's Unopposed Motion for PAGA Settlement
7 Approval. I am personally familiar with the facts set forth in this declaration and, if called to
8 testify, could and would do so.

9 **Background, Investigation and Settlement Terms**

10 3. Plaintiff's operative claims is brought for Wage and Hour claims pursuant to the Private
11 Attorney General Act (See Labor Code § 2698, et seq.)

12 4. As this is a "PAGA" action only, the one year statute of limitations begins on March 21, 2022.

13 5. Following the exchange of discovery, analysis of numerous sets of time and wage data, and
14 direct settlement negotiations between the Parties, the Parties reached a proposed settlement
15 that includes a payment of penalties to the LWDA.

16 6. Attached hereto as **Exhibit 1** is a true and correct copy of the parties fully executed Settlement
17 Agreement.

18 7. On February 25, 2026, concurrent with this filing, Plaintiff's counsel has uploaded this motion
19 and all attachments to the LWDA's electronic filing portal. To date, Plaintiff's counsel has not
20 received any opposition from the LWDA.

21 8. Leadstar Security, Inc. ("Leadstar") has estimated that there are approximately **577** PAGA
22 group members and **13,187** pay periods at issue.

23 9. The Total Value of the proposed Settlement is **\$100,000.00** which is broken down as follows:

24 * **\$33,333.33** Attorneys' Fees (33% of total settlement value);

25 * **\$10,142.21** PAGA Counsel Expenses Payment

26 * **\$3,953.53** Settlement Administrator Fees

27 * **\$15,000.00** Plaintiffs' Enhancement Award

28 * Sub-Total of **\$37,570.93**. 75% (**\$28,178.20**) shall be assigned/paid to the

Declaration

LWDA as penalties.

* The remaining 25% (**\$9,392.73**) in cash will be disbursed among all employees based on work weeks employed during the PAGA period.¹

Given the above, the average payment to each individual employee will be approximately **\$16.28**.

10. There are no restrictions for any of the employees to file individual actions, as the settlement agreement only covers PAGA claims.

Experience of Counsel

11. The Lead Trial Counsel, Mr. William Sullivan, has been a California-licensed attorney for 31 years. He has approximately 30 years of experience in “class action” litigation, both as plaintiff and defense counsel. Mr. Sullivan has acted as Trial Counsel (for Plaintiff) in multiple “Wage and Hour” Class/Representative actions, including the (San Diego Superior Court) Trial which is the subject of the Published decision entitled *Carrington v. Starbucks* (2018) 30 Cal.App.5th 504. Mr. Sullivan estimates that, throughout the course of his 30-year career, he has acted as Lead Plaintiffs’ counsel on “Wage and Hour” Class/Representative actions that have collected more than \$300 million for employees and/or the State of California, either through judgment following trial, or via negotiated settlement.

12. I have over 15 years of experience as a licensed California attorney who is primarily engaged in prosecuting class and representative actions. I have spent my entire practice engaged in prosecuting class and representative actions. I became a partner in 2020.

13. Mr. Cody D. Archer has approximately 1 year of experience as a licensed California attorney, and has been prosecuting class and representative actions.

14. Our office are the attorneys of record in a matter recently (and favorably) decided before the California Supreme Court titled *Donohue v. AMN Services, LLC*, 11 Cal.5th 58 (2021). The

¹Please note that the Settlement Agreements numbers vary slightly from the summary above, due to the fact that the Settlement Agreement allows for up to \$12,000 for the PAGA counsel expenses payment, and the actual expenses only totaled \$10,142.21.

1 *Donohue* matter is a certified class and PAGA action.

2 15. Our office is lead counsel on at least 40 employment “wage and hour” claims with class action,
3 or representative action, allegations. These cases are set within the California Superior Court
4 and Federal District Courts in California. Our office is currently lead counsel on claims that
5 have been certified by both Court Order and by stipulation of the parties. In the last three years,
6 Sullivan & Yaeckel Law Group has settled at least 15 employment “wage and hour” claims on
7 behalf of a Certified Class.

8 16. In the last seven years, Sullivan & Yaeckel Law Group has successfully tried three “Wage and
9 Hour” Representative (PAGA) cases.

10 17. Our firm has the requisite experience and knowledge of California law and the Federal Rules
11 of Civil Procedure required to act on behalf of the Class. I consider the Settlement Agreement
12 in this matter to represent a fair, adequate and reasonable settlement that is well within the
13 accepted range of recoveries for similar wage and hour class actions. I also believe the
14 Agreement is in the best interests of the Settlement Class Members. I am also aware that
15 Defendants’ counsel (both the firm, and individual attorneys working on this case) have
16 extensive experience defending similar wage and hour class actions.

17 18. Based on the above experience, it is this firm’s opinion that this settlement represents a fair and
18 adequate payment to the LWDA and aggrieved employees.

19 **The Lodestar Analysis**

20 19. Plaintiff seeks attorneys fees in the amount of one-third of the total settlement amount, which
21 is \$33,333.33. For purposes of a lodestar cross-check the firm’s attorneys’ fees incurred (to
22 date) are estimated to amount to approximately \$64,327.50. Attorney’s fees on behalf of
23 Rodriguez’s counsel are broken down as follows:

24 a. Mr. Sullivan served as lead investigator and trial counsel, per the specific request of
25 Plaintiff. Over the course of the investigation (including pre-filing), Mr. William
26 Sullivan has currently expended approximately **12.5** hours in the service of this action.
27 **12.5** hours times **\$800.00** equals **\$10,000.00**. The work includes nearly all preliminary
28 investigation, the majority of the client and employee interaction/meetings.. The

1 preliminary investigation included the review and analysis of several hundred
2 documents, as well as additional phone interviews. During this time, Mr. Sullivan also
3 investigated Defendant, its business practices, and any variations in employee job
4 duties and rates of pay.

5 b. I was the partner primarily assigned to oversee the “day to day” activity of the primary
6 associate assigned to this case. I also served as lead trial counsel during Mr. Sullivan’s
7 medical leave in 2024. My billing rate is **\$700.00** per hour. I have currently expended
8 approximately **54.2** hours in the service of this action. **54.2** hours times **\$700.00** equals
9 **\$37,940.00**. Aside from supervising the Associate Attorneys, this work includes
10 attending hearings, drafting and reviewing correspondence, legal research, and
11 communication with opposing counsel. I was also responsible for preparing for and
12 attending the mediation. After the initial failed mediation, I also primarily was
13 responsible for all settlement negotiations.

14 c. Cody D. Archer has served as the primary Associate Attorneys assigned to the case. My
15 billing rate is **\$475.00** per hour. He expended approximately **34.5** hours in the service
16 of this action. **34.5** hours times **\$475.00** equals **\$16,387.50**. His work performed
17 consisted of, for the most part, analysis of Defendants’ documents and records, in
18 preparation for mediation. Thousands of pages of documents were produced over time
19 throughout the litigation. He was also assigned to discovery creation/review, assisting
20 with all discovery responses, the preparation of “meet and confer” letters and other
21 contact with defense counsel. He also provided a detailed analysis of all employment
22 records to determine liability and penalties.. He was also primarily responsible for
23 drafting and finalizing the settlement agreement, as well as the instant Motion for
24 PAGA Approval.

25 **Please Note:** There is no authority Plaintiff is aware of requiring a lodestar analysis in a PAGA
26 matter. Moreover, the results obtained here, including the average net recovery per PAGA
27 Member exceed those normally observed in PAGA only settlements. Finally, the results
28 obtained here, versus the risk of a zero recovery, given the numerous asserted defenses, support

1 this request.

2 **The Reasonableness of Plaintiffs' Hourly Rates**

3 20. I printed a copy of the Updated Laffey Matrix from the following website:
4 www.laffeymatrix.com. A true and correct copy is attached as **Exhibit 2**. While not binding,
5 a trial court has discretion to use the Laffey Matrix when it comes to establishing attorneys'
6 reasonable hourly rates in California State Courts. *See e.g. Syers Properties III, Inc. v. Rankin*,
7 236 Cal.App.4th 691, 702 (2014).

8 21. The referenced "Laffey" chart states that for the time periods in this case, for an attorney with
9 "20+" years experience, such as Mr. Sullivan, the matrix states a reasonable fee is between
10 \$1,141–\$899 per hour. Mr. Sullivan has over 30 years of experience and bills at \$800 per hour.

11 **Please Note:** While \$800 an hour may seem like a high figure at first glance, multiple Court's
12 (including all San Diego Superior Court Judges) have accepted this figure for Mr. Sullivan.
13 Moreover, this rate is justified given that "wage and hour" Class and/or Representative Action
14 cases very rarely go to trial. Mr. Sullivan is one of the few attorneys who have (successfully)
15 tried numerous of these types of cases. He has also successfully argued in front of the
16 California Supreme Court in a Class and Representative action that is frequently cited in "wage
17 and hour" litigation involving Meal Period claims. *Donohue v. AMN Services, LLC*, (2021) 11
18 Cal.5th 58.

19 22. For an attorney with 11-19 years experience, the matrix states a reasonable fee is between
20 \$948- \$747 per hour. I have over 15 years experience working on class action litigation and
21 only bill at the rate of \$700 per hour.

22 23. For an attorney with 1-3 years experience, the matrix states a reasonable fee is between \$508
23 - \$437 per hour. Cody D. Archer bills at the rate of \$475 per hour.

24 24. Accordingly, we submit our rates are comparable to, or less than, those charged by other class
25 action plaintiffs' counsel and the firms defending class actions.

26 25. Our hourly rates have routinely been approved by numerous federal and state Courts.

27 26. In a recent successful PAGA trial, tried before in the San Diego Superior Court, our office was
28 awarded our full requested attorneys fees and was approved at the requested hourly rates

(which are similar to the fees/rates billed here). Please See *Carrington v. Starbucks Corp.* San Diego Superior Court, Case No. 37-2014-00018637-CU-OE-CTL and published appellate opinion 30 Cal.App.5th 504.

Costs of Litigation

27. The total costs expended by our office in this matter will be **\$10,142.21**. Plaintiff anticipates incurring additional costs in conjunction with filing the approval motion and future compliance declarations. The attached Cost Worksheet on behalf of Rodriguez was contemporaneously maintained and updated by my office. (See **Exhibit 3**). This is a true and accurate summary of the costs incurred by Plaintiff's counsel. The costs include, filing and service fees (including the Complaint and all other pleadings, all e-file charges, LWDA filing fees and attorney messenger fees; Mediation Fees; Legal Research and Postage and Copying Costs). All costs were necessary to the continued prosecution of this matter. Given that Defendant agrees to not oppose up to \$12,000.00 in costs, Plaintiffs request the Court grant the request of \$10,142.21 in litigation costs.

Additional Factors Relevant to PAGA Approval

28. Plaintiff alleges that he - and other employees - received "short," "late," or "missing" Meal Periods, including those documented within Defendant's Time Records. Plaintiff alleged he - and other employees - were not properly compensated due to Defendant's failure to maintain accurate time records. Finally, Plaintiff also challenged whether Defendant maintained lawful meal and rest period policies.
29. The catalyst of this litigation concerned allegations that the aggrieved employees were denied legally compliant meal and rest periods, and were not paid for all hours worked. Investigations completed by Plaintiff's counsel revealed that Defendant's timekeeping policies and employee records were not in compliance with California law. However, these investigations also revealed that the "rate of violation" by Defendant was significantly less than 100%. On many of those occasions, it appears that Defendant did, in fact, comply with the law.
30. Prior to settlement, Plaintiff conducted a thorough analysis of the documents and data produced by Defendant. This included an analysis of all relevant written policies and *all* time

1 and wage records and phone records, computer log records and emails for other putative
2 aggrieved employees. Plaintiff's Counsel were able to realistically assess the value of
3 Plaintiff's claims, and intelligently engage Defense Counsel in settlement discussions that
4 culminated in the proposed settlement now before the Court. Plaintiff calculated the estimated
5 maximum scope of liability as being between **\$1,000,000.00** and **\$1,200,000.00**. Regardless
6 of the "maximum" scope of liability, it became clear that any large judgment would threaten
7 to cause the business to become insolvent.

8 31. However, as is set forth more fully below, all counsel are aware "maximum" awards in PAGA
9 only cases are exceedingly rare. Moreover, most trial Courts decline to "stack" PAGA
10 penalties. "Stacking" refers to imposing multiple penalties for one alleged "harm." *E.g.* one
11 single late meal period could arguably violate at least four Labor Code provisions that allow
12 for separate penalties pursuant to PAGA.

13 32. Plaintiff was able to identify hundreds of examples of "missing" or "late" Meal Periods
14 without the provision of a Meal Period Penalty Payment. However, Defendant argued that
15 these records do not conclusively show whether (1) Defendant actually failed to provide the
16 Meal Period, (2) there was a voluntary waiver, (3) employees forgot to clock out, or (4)
17 employees voluntarily chose to skip or take them late even though they were provided.
18 Defendant also provided evidence that after realizing employees were not taking meal periods,
19 it regularly paid penalties for missed, short, or delayed meal periods.

20 33. Plaintiff also alleged Defendants' written policies were illegal, and improperly restricted class
21 members from leaving the premises during their Rest Periods. Defendants argued that its
22 policies were compliant, and that witness testimony would demonstrate that - in practice -
23 Defendants did not restrict its employees from "leaving the premises" during Rest Periods. The
24 rest period claims would have been harder to prove on a representative basis given that rest
25 breaks were not recorded on the time records during the entire PAGA period.

26 34. Plaintiff alleged that Defendant failed to pay minimum wages to employees for all time spent
27 under Defendant's control. This allegation is based on the following alleged facts: Defendant
28 failed to maintain accurate Time Records to the detriment of the employees, Defendant failed

1 to pay employees split shift premium wages, and required employees to continue working
2 during their “purported” Meal Periods. More specifically, Defendants used a “transactional
3 transfer” system to calculate employees’ regular wages, overtime, etc. and inaccurately
4 compensated employees for relevant pay periods. Furthermore, Defendant failed to pay split
5 shift premium wages for employees working workdays with long, uncompensated breaks that
6 lasted several hours. These workdays were confirmed by Defendant’s records. Employees
7 would also be required to work during Meal Periods after being required to clock out, due to
8 the workload and work-site emergencies. Although Defendant would receive “to-the-minute”
9 start and end times, Defendant would thereafter alter - deduct time from - the Time Record,
10 prior to payment of compensation to the employees.

11 35. Defendant, however, disputed Plaintiff’s minimum wage allegations to the extent they relied
12 on purported meal and rest period violations. Defendant also disputed Plaintiff’s
13 characterization of “transitional math errors” as unsupported, and contended that employees
14 were accurately paid for their time worked. It argued it did not schedule split shifts, and any
15 split shifts voluntarily worked by employees did not require premium pay. Finally, based on
16 its policies requiring employees to accurately record their time, notify their supervisors of
17 errors, and approve and submit their time each week, Defendant also disputed the contention
18 that it altered time records.

19 36. As to overtime compensation, Plaintiff alleged that Defendant failed to pay Plaintiff and all
20 other Aggrieved Employees all compensation due in violation of, among other statutes, Labor
21 Code section 510. These violations occurred. In Plaintiff’s view, as a result of Defendant’s
22 illegal policies, referenced above, whereby employees experienced monetary under-
23 compensation. The systematic failure to provide proper overtime compensation is a violation
24 of California law. Additionally, Defendants also failed to provide the actual Overtime Rate of
25 Pay by ignoring certain compensation when calculating the Regular Rate of Pay including, but
26 not limited to, various forms of bonus and/or incentive pay, and the value of employee benefits
27 and employee discounts, in violation of Labor Code section 510. Defendant disagreed for the
28 reasons discussed above, and also because the bonuses it paid did not have to be incorporated

- 1 into the regular rate of pay given their nature.
- 2 37. The remaining claims are largely derivative, in that Wage Statement and Labor Code § 203
- 3 penalties would only be permissible if the above claims are proven. Plaintiff had also alleged
- 4 violations for failure to reimburse business expenses pursuant to Labor Code § 2802. However,
- 5 it appeared Defendant had compliant reimbursement policies and any un-reimbursed expenses
- 6 would have been very minimal.
- 7 38. Plaintiff's counsel is aware of the Court's discretion to mitigate penalties pursuant to
- 8 California Labor Code section 2699(e)(2). To confirm, Plaintiff's counsel experienced the
- 9 mitigation of "PAGA" penalties in *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504.
- 10 In *Carrington*, Judge Bacal significantly mitigated PAGA penalties (\$5.00 per violation), due
- 11 to the efforts made by the employer to comply with the law. Moreover, most trial Courts,
- 12 including *this* Trial Court, in the *Carrington* matter, have declined to "stack" PAGA penalties.
- 13 "Stacking" refers to imposing multiple penalties for one alleged "harm." *E.g.* one single late
- 14 meal period could arguably violate at least four Labor Code provisions that allow for a penalty
- 15 pursuant to PAGA.
- 16 39. Plaintiff's counsel agrees that penalties *should* be mitigated where violations are minimal (or
- 17 rare), or where the employer makes significant efforts to comply with the Labor Code.
- 18 40. Based on all factors in this case and the experience of counsel it is the opinion of Plaintiff's
- 19 counsel that the settlement fair, adequate, and reasonable. Specifically, Plaintiff's counsel's
- 20 understanding is that Defendant has agreed to review its policies and practices, and amend
- 21 them to the extent they do not comply with California law.
- 22 41. Plaintiff has uploaded this entire motion to the LWDA, concurrent with the filing. (See the
- 23 concurrently submitted Proof of Service on the LWDA.) To date, Plaintiff has not received a
- 24 response from the LWDA regarding the proposed settlement. If the LWDA contacts Plaintiff's
- 25 counsel at any time prior to the hearing, Plaintiff's counsel will provide an updated declaration
- 26 to the Court.
- 27 42. The parties proposed notice to accompany the settlement checks is attached as an Exhibit to
- 28 the Settlement Agreement (**Exhibit 4**).

1 43. The named Plaintiff Lloyd Rodriguez contributed extensive time and resources in the
2 prosecution of this case. Plaintiff was able to provide information instrumental to the
3 prosecution of this matter including identifying numerous witnesses that could corroborate the
4 claims. Plaintiff also assisted with reviewing and providing insight on Defendant's documents
5 produced. Plaintiff brought to our attention numerous Labor Code violations that formed the
6 basis of the litigation and assisted counsel with finalizing the settlement.

7 44. I know (from experience) that any company who does a detailed background check, will be
8 able to determine that Plaintiff is serving as PAGA and/or class representatives in a lawsuit
9 against their former employer.

10 45. Here, by "sticking out their neck" as PAGA Representatives in a publicly filed lawsuit,
11 Plaintiff took a substantial risk that may adversely impact their ability to work in this field in
12 the future. An entire industry exists that allows employers to run extensive background
13 searches on potential employees. Companies who provide these services specifically highlight
14 the fact that their services allows employers to weed out litigious employment candidates. One
15 such service outlines ways that employers can "get a sense of whether a prospective employee
16 is likely to sue" the employer, through background checks and other means, to screen out these
17 e m p l o y e e s .
18 www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees. Onicra
19 Credit Rating Agency of India states: "Background screening has become a necessity in today's
20 litigious society." Back Track Screening also represents: "In today's litigious culture, employers
21 simply cannot afford to hire employees who will put their company at risk."
22 <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

23 46. Finally, any employer may simply check the various Superior Court of California websites and
24 conduct a party name search to uncover whether an applicant has previously filed litigation
25 against their employer.

26 47. Plaintiff also risked personally owing a large cost award, which I estimate would be well into
27 the tens of thousands of dollars, had the claims been unsuccessful.

28 48. Despite all the risks, Plaintiff at all times remained committed to securing a monetary recovery

1 on behalf of the entire group of aggrieved employees.

2 49. The parties have agreed to engage CAC Services Group, LLC (“CAC”) as the Settlement
3 Administrator. CAC has agreed to carry out all Administration duties for an amount not to
4 exceed **\$3,953.53**.

5 50. CAC has extensive experience acting as a Settlement Administrator and is prepared to carry
6 out all Settlement Administration duties consistent with the parties Agreement and the Final
7 Order of this Court.

8

9 I declare under penalty of perjury under the laws of the State of California that the foregoing
10 is true and correct. Executed this 25th day of February, 2026 at San Diego, California.

11

12

Eric K. Yaeckel

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ERIC K. YAECKEL

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Exhibit 1

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3 Cody D. Archer [CSB No. 361361]

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10 Representative capacity only, and on behalf of other
11 members of the general public similarly situated

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20 Attorneys for Defendant LEAD STAR SECURITY,
21 INC.

22 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

23 **COUNTY OF IMPERIAL**

24 LLOYD RODRIGUEZ, in a Representative
25 capacity only, and on behalf of other members
26 of the general public similarly situated,

27 Plaintiff,

28 v.

29 LEAD STAR SECURITY, INC., a California
30 Corporation; and DOES 1-10, inclusive
31 Defendants

CASE NO.: ECU002939

*Assigned for all purposes to the
Honorable L. Brooks Anderholt*

**JOINT STIPULATION OF PAGA ACTION
SETTLEMENT AND RELEASE**

1 This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff
2 LLOYD RODRIGUEZ in a Representative capacity only, and on behalf of other members of the
3 general public similarly situated (“Plaintiff”) and Defendant LEAD STAR SECURITY, INC. and
4 the Released Parties as defined herein (hereinafter “LSI” or “Defendant”). The Agreement refers
5 to Plaintiff and LSI collectively as “Parties,” or individually as “Party.”

6 **1. DEFINITIONS.**

7 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations and claims
8 pursuant to the Private Attorneys’ General Act (“PAGA”) against LSI, captioned (1) *Lloyd*
9 *Rodriguez v. Lead Star Security, et al.*, Case No. ECU002939, initiated on May 25, 2023, and
10 pending in the Superior Court of the State of California, County of Imperial.

11 1.2 “Administrator” means CAC Services Group, LLC, the neutral entity the Parties
12 have agreed to appoint to administer the Settlement.

13 1.3 “Administration Expenses Payment” means the amount the Administrator will be
14 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
15 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with
16 Preliminary Approval of the Settlement.

17 1.4 “Employees” means all current and former non-exempt employees of LSI that
18 worked for LSI in California from March 21, 2022, through the date of PAGA approval by the
19 Court.
20

21 1.5 “Employee Data” means Employee identifying information in LSI’s possession
22 including the Employee’s name, last-known mailing address, Social Security number and number
23 of PAGA Pay Periods.
24

25 1.6 Employee Address Search means the Administrator’s investigation and search for
26 current Employee mailing addresses using all reasonably available sources, methods and means
27 including, but not limited to, the National Change of Address database, skip traces and direct contact
28

1 by the Administrator with Employees.

2 1.7 “Court” means the Superior Court of California, County of Imperial, El Centro
3 Courthouse.

4 1.8 “Defense Counsel” means Downey Brand LLP.

5 1.9 “Effective Date” means the date that the Court enters a Judgment on its Order
6 Approving the PAGA Settlement.

7 1.10 “Gross Settlement Amount” means One Hundred Thousand Dollars and Zero Cents
8 (\$100,000.00), which is the total amount LSI agrees to pay under the Settlement except as provided
9 in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA
10 Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation
11 Expenses Payment, Plaintiff’s Representative Service Payments, and the Administrator’s Expenses
12 Payment.

13 1.11 “LSI” means the Released Parties and includes Lead Star Security, Inc.

14 1.12 “Individual PAGA Payment” means the Employee’s pro rata share of 25% of the
15 PAGA Penalties calculated according to the number of Pay Periods the Employee worked during
16 the PAGA Period.

17 1.13 “Judgment” means the judgment entered by the Court based upon its order
18 approving this Settlement.

19 1.14 “LWDA” means the California Labor and Workforce Development Agency, the
20 agency entitled, under former Labor Code section 2699, subdivision (i).¹

21 1.15 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA
22 under former Labor Code section 2699, subd. (i).

23 1.16 “Net Settlement Amount” means the Gross Settlement Amount, less the following
24 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA

25
26
27
28 ¹ References to Labor Code section 2699 in this Agreement refer to former Labor Code section
2699, added by Stats. 2016, ch. 31, § 189, which also applies to Plaintiff’s complaint.

1 Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff's
2 Representative Service Payment, and the Administration Expenses Payment. The remainder is to
3 be paid to Employees as Individual PAGA Payments.

4 1.17 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

5 1.18 "PAGA Counsel" means Sullivan & Yaeckel Law Group APC.

6 1.19 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses
7 Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable
8 attorneys' fees and expenses, respectively, incurred to prosecute the Action.

9 1.20 "PAGA Pay Period" means any Pay Period during which an Employee worked for
10 LSI for at least one day during the PAGA Period.

11 1.21 "PAGA Period" means the period from March 21, 2022, through the date of PAGA
12 approval by the Court as to Defendant LEAD STAR SECURITY, INC.

13 1.22 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from
14 the Gross Settlement Amount, allocated 25% to the Employees (the Individual PAGA Payments)
15 and 75% to LWDA (the LWDA PAGA Payment) in settlement of PAGA claims.

16 1.23 "PAGA Notices" means Plaintiff Lloyd Rodriguez's March 20, 2023, letter to LSI
17 and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a) and all
18 subsequent amended notices.

19 1.24 "Plaintiff's Representative Service Payment" means the special payment made to
20 Plaintiff to compensate him for initiating and pursuing the Action, undertaking the risk of liability
21 for attorney's fees and expenses in the event he was unsuccessful in the prosecution of the Action,
22 and for his agreement to execute a general release and Civil Code § 1542 waiver, as set forth herein.

23 1.25 "Released PAGA Claims" means the claims being released as described in
24 Paragraph 5 below.

25 1.26 "Released Parties" means LEAD STAR SECURITY, INC. and each of its current
26 and former direct and indirect affiliates, other related business entities, parents, and equity holders,
27 owners, and each of their respective divisions, subsidiaries, joint ventures, customers, partners,
28 actual or alleged joint employers, officers, directors, employees, contractors, agents, principals,

representatives, accountants, auditors, consultants, attorneys, insurers and reinsurers, other representatives or persons or acting by, through, under, or in concert with any of the forgoing, and each of the forgoing successors, predecessors, assigns, beneficiaries, and heirs, and any other persons that could be jointly liable with LSI for any of the Released Claims.

1.27 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1 On May 25, 2023, Plaintiff Lloyd Rodriguez commenced this Action by filing a Complaint alleging representative PAGA claims for asserting meal and rest period violations, minimum wage and overtime violations, wage statement and final pay violations, and failure to reimburse business expenses. LSI denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to LSI and the LWDA by sending the PAGA Notice.

2.3 On September 15, 2025, following negotiations facilitated by experienced wage and hour mediator Hon. Eddie C. Sturgeon (Ret.), the parties agreed to the key terms of a settlement of the Action.

2.4 Prior to mediation and settlement, Plaintiff obtained, through formal and informal discovery, time and pay records for Plaintiff and the Employees, and relevant documents and information related to LSI’s employment policies and practices. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.5 There has been no determination on the merits of this Action or the PAGA Notices by the Plaintiff, but in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Action and Released Claims (as defined in Paragraph 5 below.)

2.6 The Parties enter into this Agreement to fully and finally resolve Plaintiff’s claims

1 in the Action, subject to the terms and conditions referenced below.

2 **3. MONETARY TERMS.**

3 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, LSI
4 promises to pay One Hundred Thousand Dollars and Zero Cents (\$100,000.00) as the Gross
5 Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution.
6 LSI has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the
7 deadlines stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire
8 Gross Settlement Amount without asking or requiring Employees to submit any claim as a
9 condition of payment. None of the Gross Settlement Amount will revert to LSI.

10 3.2 Payments from the Gross Settlement Amount. The Administrator will make and
11 deduct the following payments from the Gross Settlement Amount, in the amounts specified by the
12 Court in its order approving this Settlement:

13 3.2.1 To Plaintiff: Representative Service Payment to the Plaintiff of not more
14 than Fifteen Thousand Dollars (\$15,000) (in addition to any Individual PAGA Payment the
15 Plaintiff is entitled to receive as an Employee). LSI will not oppose Plaintiff's request for a
16 Representative Service Payment that does not exceed this amount. As part of the motion for
17 PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment, Plaintiff's will seek
18 Court approval for any Representative Service Payments no later than sixteen (16) court
19 days prior to the Approval Hearing. If the Court approves a Representative Service Payment
20 less than the amount requested, the Administrator will retain the remainder in the Net
21 Settlement Amount. The Administrator will pay the Representative Service Payment using
22 IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed
23 on the Representative Service Payment.

24 3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of up to \$33,333.33, and
25 a PAGA Counsel Litigation Expenses Payment of not more than \$12,000.00. LSI will not
26 oppose requests for these payments provided that they do not exceed these amounts. If the
27 Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation
28 Expenses Payment less than the amounts requested, the Administrator will allocate the

1 remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA
2 Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any PAGA
3 Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The
4 Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation
5 Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full
6 responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the
7 PAGA Counsel Litigation Expenses Payment and holds LSI harmless, and shall indemnify
8 LSI from any dispute or controversy regarding any division or sharing of any of these
9 Payments.

10 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed
11 \$3,953.53 except for a showing of good cause and as approved by the Court. To the extent
12 the Administration Expenses are less than or the Court approves payment of less than
13 \$3,953.53, the unused funds will revert to the Net Settlement Amount to be distributed to
14 the Employees and the State of California.

15 3.2.4 To the LWDA and Employees: PAGA Penalties in the amount estimated to
16 be \$35,713.14 to be paid from the Gross Settlement Amount, with seventy-five percent
17 (75%) (\$26,784.86) allocated to the LWDA PAGA Payment and twenty-five percent (25%)
18 (\$8,928.28) allocated to the Individual PAGA Payments.

19 3.2.4.1 The Administrator will calculate each Individual PAGA Payment by
20 (a) dividing the amount of the Employees' 25% share of PAGA Penalties
21 (\$8,928.28) by the total number of PAGA Period Pay Periods worked by all
22 Employees during the PAGA Period and (b) multiplying the result by each
23 Employee's PAGA Period Pay Periods. Each Employee assumes full responsibility
24 and liability for any taxes owed on their Individual PAGA Payment. 3.2.4.2

25 Because this is a settlement of PAGA claims for civil penalties only, no
26 portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%)
27 of the payments for the Representative Service Payment, Attorneys' Fees and Costs,
28

1 and the Net Settlement Amount to be paid to the LWDA and Employees as described
2 in Sections 3.1 and 3.2 above will be treated and reported for tax purposes as non-
3 wage payments and the PAGA Settlement Administrator will be responsible for
4 issuing IRS Forms 1099 as required. This means that one hundred percent (100%)
5 of all Individual PAGA Payments are to be considered penalties and the PAGA
6 Settlement Administrator will not undertake any deductions, withholding, or
7 remittances for local, state, or federal taxes with respect to those payments and
8 Employees' Individual PAGA Payments will be reported on an IRS Form 1099, as
9 required by the IRS. If the Court approves PAGA Penalties of less than the amount
10 requested, the Administrator shall allocate the remainder to the Net Settlement
11 Amount. The Administrator will report the Individual PAGA Payments on IRS 1099
12 Forms. 3.2.4.3 Court Approval is Required. Plaintiff understands and agrees that the
13 State of California and Employees, including Plaintiff, would not receive the
14 consideration specified in Sections 3.1 and 3.2 above, except for Plaintiff's
15 execution of this Settlement Agreement, and the fulfillment of the promises
16 contained herein, as well as Court approval of the Settlement. If this Settlement
17 Agreement is not approved by the Court, it shall be null and void.

18 **4. SETTLEMENT FUNDING AND PAYMENTS.**

19 4.1 Employee Pay Periods. Based on a review of its records to date, LSI estimates that
20 there are 577 Employees who worked a total of **13,187** PAGA Pay Periods.

21 4.2 Employee Data. Within 30 calendar days of the Court's Order approving the
22 Settlement, LSI will simultaneously deliver the Employee data to the Administrator, in the form of
23 a Microsoft Excel spreadsheet. To protect Employees' privacy rights, the Administrator must
24 maintain the Employee Data in confidence, use the Employee Data only for purposes of this
25 Settlement and for no other purpose, and restrict access to the Employee Data to Administrator
26 employees who need access to the Employee Data to effect and perform under this Agreement. LSI
27 has a continuing duty to immediately notify PAGA Counsel if it discovers that the Employee Data
28

1 omitted employee identifying information and to provide corrected or updated Employee Data as
2 soon as reasonably feasible. Without any extension of the deadline by which LSI must send the
3 Employee Data to the Administrator, the Parties and their counsel will expeditiously use best
4 efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted
5 Employee Data.
6

7 4.3 Funding of Gross Settlement Amount. LSI shall fund \$30,000 of the Gross
8 Settlement Amount and the General Release Payment by transmitting the funds to the Administrator
9 no later than 30 calendar days after LSI receives notice of the Court's order granting approval of
10 this Settlement. Defendant will then make equal monthly payments of \$1,458.30 for the next four
11 years on the first of each month, that will run from the payment due date of the first payment, until
12 the remaining \$70,000 is paid.
13

14 4.4 Payments from the Gross Settlement Amount. Plaintiff will be paid for his
15 enhancement and general release on the first installment. Once enough funding is collected, the
16 Administrator will mail checks for all Individual PAGA Payments, followed by payments to the
17 Settlement Administrator, the LWDA, and finally the payment for attorneys' fees and costs.
18 Disbursement of PAGA Counsel Fees and Expenses Payments shall not precede Individual PAGA
19 Payments.
20

21 4.4.1 The Administrator will issue checks for the Individual PAGA Payments and
22 send them to the Employees via First Class U.S. Mail, postage prepaid. The face of each
23 check shall prominently state the date (not less than 180 days after the date of mailing) when
24 the check will be voided. The Administrator will cancel all checks not cashed by the void
25 date. Before mailing any checks, the Settlement Administrator must update the recipients'
26 mailing addresses using the National Change of Address Database.
27
28

1 4.4.2 The Administrator must conduct an Employee Address Search for all
2 Employees whose checks are returned undelivered without USPS forwarding address.
3 Within 7 days of receiving a returned check, the Administrator must re-mail checks to the
4 USPS forwarding address provided or to an address ascertained through the Employee
5 Address Search. The Administrator need not take further steps to deliver checks to
6 Employees whose re-mailed checks are returned as undelivered. The Administrator shall
7 promptly send a replacement check to any Employee whose original check was lost or
8 misplaced, requested by the Employee prior to the void date.

9 4.4.3 For any Employee whose Individual PAGA Payment check is uncashed and
10 cancelled after the void date, the Administrator shall transmit the funds represented by such
11 uncashed checks, plus any interest accrued thereon, to be distributed to the State of
12 California's Unclaimed Property Fund in the name of the Employee.

13 4.4.4 The payment of Individual PAGA Payments shall not obligate LSI to confer
14 any additional benefits or make any additional payments to Employees (such as 401(k)
15 contributions or bonuses) beyond those specified in this Agreement.

16 **5. RELEASES OF CLAIMS.** Effective on the date when LSI fully funds the Gross
17 Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties
18 as follows:

19 5.1 Plaintiff's Release. Plaintiff and his respective former and present spouses,
20 representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and
21 assigns generally, release and discharge Released Parties from all claims, transactions, or
22 occurrences that occurred during Plaintiff's employment with LSI, of whatsoever kind or nature,
23 including without limitation all claims that were, or reasonably could have been, alleged, based on
24 the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). The
25 Parties understand and agree that upon the Gross Settlement Amount being fully funded, Plaintiff
26 shall have no standing as an allegedly "aggrieved employee" to pursue any future PAGA claims
27 against LSI or the Released Parties in either an individual or representative capacity on behalf of
28 the State of California or other allegedly "aggrieved employees" pursuant to Labor Code section

1 2699 et seq. The Parties understand and agree that this Agreement is intended to fully resolve
2 Plaintiff's PAGA claims and this Action in its entirety against LSI and the Released Parties.
3 Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any
4 claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or
5 workers' compensation benefits that arose at any time. Plaintiff acknowledges he may discover
6 facts or law different from, or in addition to, the facts or law which he now knows or believes to be
7 true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
8 notwithstanding such different or additional facts or Plaintiff's discovery of them.

9 5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes
10 of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and
11 benefits, if any, of section 1542 of the California Civil Code, which reads:

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

18 5.2 Release by Employees: All Employees are deemed to release, on behalf of
19 themselves and their former and present spouses, representatives, agents, attorneys (including
20 PAGA Counsel), heirs, administrators, successors, and assigns, the Released Parties from all claims
21 for PAGA penalties that were alleged, or reasonably could have been alleged, on their behalf, based
22 on the facts stated in the Operative Complaint and the PAGA Notice during the PAGA Period.

23 5.3 Release by PAGA Counsel: PAGA Counsel release, on behalf of themselves and
24 their present and former attorneys, employees, agents, successors and assigns, the Released Parties
25 from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA
26 Period facts stated in the Complaint and the PAGA Notice.

27 **6. MOTION FOR APPROVAL.** The Parties agree that Plaintiff's Counsel will prepare and
28 file a motion for approval of this Settlement, subject to approval by LSI's counsel.

1 6.1 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are
2 jointly responsible for expeditiously finalizing and filing the application or motion for approval of
3 this Settlement and, if necessary, obtaining a prompt hearing date for the motion and appearing in
4 Court to advocate in favor of the motion. PAGA Counsel will prepare and deliver to Defense
5 Counsel a draft of the Motion for Court Approval of Settlement and proposed order/judgment at
6 least a week before the filing deadline. PAGA Counsel shall also deliver to Defense Counsel a
7 signed declaration attesting to its timely transmission to the LWDA of all necessary PAGA
8 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint
9 (former Lab. Code, §2699, subd.(1)(1)), and this Agreement (former Lab. Code, § 2699, subd.
10 (1)(2)). PAGA Counsel is responsible for promptly delivering the Court's Approval Order to the
11 Administrator.

12 6.2 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application
13 or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA
14 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting
15 in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not
16 grant the motion for approval of this Settlement or conditions its approval on any material change
17 to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf
18 of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement
19 and otherwise satisfy the Court's concerns.

20 7. **SETTLEMENT ADMINISTRATION.**

21 7.1 Selection of Administrator. The Parties have jointly selected CAC Services Group,
22 LLC to serve as the Administrator and verified that, as a condition of appointment, the
23 Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties
24 specified in this Agreement in exchange for payment of Administration Expenses. The Parties and
25 their Counsel represent that they have no interest or relationship, financial or otherwise, with the
26 Administrator other than a professional relationship arising out of prior experiences administering
27 settlements.

28 7.2 Employer Identification Number. The Administrator shall have and use its own

Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. **EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE**. Based on its records, LSI estimates that, as the date of this Agreement, there were 577 Employees who worked **13,187** Pay Periods during the PAGA Period. Should the final numbers be greater than ten percent (10%) higher than the estimated figures, Defendant will agree to either a *pro rata* escalation of the settlement amount or an adjustment of the close of the settlement period to avoid the escalation. This choice is at the discretion of the Company.

9. **CONTINUING THE JURISDICTION OF THE COURT**. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of enforcing this Agreement and/or Judgment, addressing settlement administration matters, and addressing such post-Judgment matters as are permitted by law.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If another Party appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

10. **ADDITIONAL PROVISIONS.**

10.1 No Admission of Liability or Representative Manageability for Other Purposes.

This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this

1 Agreement is intended or should be construed as an admission by LSI that any of the allegations in
2 the Operative Complaint have merit or that LSI has any liability for any claims asserted; nor should
3 it be intended or construed as an admission by Plaintiff that LSI's defenses in the Action have merit.
4 The Parties agree that representative treatment is for purposes of this Settlement only. If, for any
5 reason the Court does not approve this Settlement, LSI reserves all available defenses to the claims
6 in the Action, and, Plaintiff reserves the right to contest LSI's defenses. The Settlement, this
7 Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not
8 be admissible in connection with, any arbitration or litigation (except for proceedings to enforce or
9 effectuate the Settlement and this Agreement).

11 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this
12 Agreement together with its attached exhibits shall constitute the entire agreement between the
13 Parties relating to the Settlement, superseding any and all oral representations, warranties,
14 covenants, or inducements made to or by any Party.

16 10.3 Representation by Attorney. The Parties acknowledge that they have carefully read
17 the Agreement, understand its final and binding effect, have consulted with an attorney, and
18 understand the provisions of the Agreement and knowingly and voluntarily agree to be bound by
19 them.

21 10.4 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant
22 and represent that they are authorized by Plaintiff and LSI, respectively, to take all appropriate
23 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
24 terms, and to execute any other documents reasonably required to effectuate the terms of this
25 Agreement including any amendments to this Agreement.

26 10.5 Cooperation. The Parties and their counsel will cooperate with each other and use
27 their best efforts, in good faith, to implement the Settlement by, among other things, modifying the
28

1 Settlement Agreement, submitting supplemental evidence and supplementing points and authorities
2 as requested by the Court. In the event the Parties are unable to agree upon the form or content of
3 any document necessary to implement the Settlement, or on any modification of the Agreement
4 that may become necessary to implement the Settlement, the Parties will seek the assistance of a
5 mediator and/or the Court for resolution.
6

7 10.6 No Prior Assignments. The Parties separately represent and warrant that they have
8 not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or
9 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action
10 or right released and discharged by the Party in this Settlement.

11 10.7 No Tax Advice. Neither Plaintiff, PAGA Counsel, LSI nor Defense Counsel are
12 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
13 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
14 10, as amended) or otherwise.
15

16 10.8 Modification of Agreement. This Agreement, and all parts of it, may be amended,
17 modified, changed or waived only by an express written instrument signed by all Parties or their
18 representatives and approved by the Court.

19 10.9 Agreement Binding on Successors. This Agreement will be binding upon, and inure
20 to the benefit of, the successors of each of the Parties.
21

22 10.10 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
23 governed by and interpreted according to the internal laws of the State of California, without regard
24 to conflict of law principles.

25 10.11 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
26 of this Agreement. This Agreement will not be construed against any Party on the basis that the
27 Party was the drafter or participated in the drafting.
28

1 10.12 **Confidentiality.** To the extent permitted by law, all agreements made and orders
2 entered during the Action and in this Agreement relating to the confidentiality of information shall
3 survive the execution of this Agreement. Plaintiff and his counsel will keep the operative
4 complaint(s), PAGA letters, and this settlement confidential through preliminary approval.
5 Thereafter, Plaintiff and his counsel will further agree to keep this settlement, operative
6 complaint(s), and the PAGA letters confidential including, without limitation, making no
7 disclosures to current or former employees of the Defendant, to the media, or on any websites,
8 blogs, social media, and/or online platforms. Plaintiff's Counsel may not publicize this Settlement
9 Agreement or use it for advertising purposes. Exceptions to the obligation of confidentiality in this
10 section are: (i) disclosures necessary to comply with the law, judicial process, or for financial
11 planning or tax preparation purposes; (ii) to obtain, seek, and maintain approval of this settlement
12 in court and as is necessary to provide settlement information to Employees, and (iii) if any party
13 seeks to enforce any term or condition of this Agreement against any other party. Nothing herein
14 shall prevent Plaintiff's counsel from disclosing this settlement for purposes of describing their
15 qualifications as counsel in other cases or as required by a court, nor shall any terms herein preclude
16 Plaintiff's Counsel from communicating with and fulfilling its obligations to the Employees.
17
18

19
20 10.13 **Use and Return of Employee Data.** Information provided to PAGA Counsel
21 pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to
22 PAGA Counsel by LSI in connection with the mediation, other settlement negotiations, or in
23 connection with the Settlement, may be used only with respect to this Settlement, and no other
24 purpose, and may not be used in any way that violates any existing contractual agreement, statute,
25 or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out
26 of all Settlement funds, Plaintiff and PAGA Counsel shall destroy all paper and electronic versions
27 of Employee Data from LSI.
28

1 10.14 Headings. The descriptive heading of any section or paragraph of this Agreement is
2 inserted for convenience of reference only and does not constitute a part of this Agreement.

3 10.15 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
4 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
5 weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

6 10.16 Notice. All notices, demands or other communications between the Parties in
7 connection with this Agreement will be in writing and deemed to have been duly given as of the
8 third business day after mailing by United States mail, or the day sent by email or messenger,
9 addressed as follows:

10 **To Plaintiff:**

Eric K. Yaeckel

11 yaeckel@sullivanlawgroupapc.com

Cody D. Archer

12 cody@sullivanlawgroupapc.com

SULLIVAN & YAECKEL LAW GROUP, APC

2330 Third Avenue

San Diego, CA 92101

15 **To Defendant:**

Cassandra M. Ferrannini

16 cferrannini@downeybrand.com

Galen M. Gentry

17 ggentry@downeybrand.com

DOWNEY BRAND LLP

621 Capitol Mall, 18th Floor

19 Sacramento, CA 95814

20 10.17 Execution in Counterparts. This Agreement may be executed in one or more
21 counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this
22 Agreement shall be accepted as an original. All executed counterparts and each of them will be
23 deemed to be one and the same instrument if counsel for the Parties will exchange between
24 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
25 the existence and contents of this Agreement.

26 10.18 Representations Regarding Solvency and Ability to Fund. LSI represents that its
27 business is solvent, and LSI is able to pay the Settlement Amount within the time frame set forth
28 herein. LSI further affirms that it is not presently contemplating a bankruptcy filing as of the date

1 of this Settlement.

2 10.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
3 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree
4 that upon the signing of this Agreement, pursuant to Code of Civil Procedure section 583.330, to
5 extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire
6 period of this settlement process.

7 10.20 All Terms Subject to Final Court Approval. All amounts and procedures described
8 in this Settlement Agreement herein will be subject to final Court Approval.

9 10.21 Severability. In the event that any provision of this Agreement should be held to
10 be void, voidable, or unenforceable, the remaining portions hereof shall remain in full force and
11 effect.

12
13
14 [SIGNATURE PAGES TO FOLLOW]
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Date: _____

PLAINTIFF LLOYD RODRIGUEZ



Lloyd Rodriguez

Date: _____

DEFENDANT LEAD STAR SECURITY,
INC.

By: _____
Its: _____

Date: 2-25-26

SULLIVAN & YAECKEL LAW GROUP, APC

By: Cody Archer

Eric K. Yaeckel
Cody D. Archer
Attorneys for Plaintiff LLOYD RODRIGUEZ

Date: _____

DOWNEY BRAND LLP

By: _____
Cassandra M. Ferrannini
Galen M. Gentry
Attorneys for Defendant
LEAD STAR SECURITY, INC.

Title	Sullivan & Yaeckel Law Group APC-Final Settlement Release
File name	2025.09-25_Long_F..._with_Numbers.pdf
Document ID	d48ba7fe91a114dc11c59081c26c3405feedd52e
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



02 / 06 / 2026
23:01:13 UTC

Sent for signature to Lloyd Rodriguez
(lloydrodriguez70@gmail.com) from
yorke@sullivanlawgroupapc.com
IP: 98.173.41.85



VIEWED

02 / 06 / 2026
23:22:36 UTC

Viewed by Lloyd Rodriguez (lloydrodriguez70@gmail.com)
IP: 207.213.53.43



SIGNED

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23:27:31 UTC

Signed by Lloyd Rodriguez (lloydrodriguez70@gmail.com)
IP: 207.213.53.43



COMPLETED

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The document has been completed.

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PLAINTIFF LLOYD RODRIGUEZ

10
11 Lloyd Rodriguez

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13 Date: 2/11/2026

DEFENDANT LEAD STAR SECURITY,
INC.

14
15 *Brian Clay*
16 By: Brian Clay, CEO
17 Its: _____

18 Date: _____

SULLIVAN & YAECKEL LAW GROUP, APC

19 By: _____
20 Eric K. Yaeckel
21 Cody D. Archer
22 Attorneys for Plaintiff LLOYD RODRIGUEZ

23 Date: February 12, 2026

DOWNEY BRAND LLP

24 By: *Galen M. Gentry*
25 Cassandra M. Ferrannini
26 Galen M. Gentry
27 Attorneys for Defendant
28 LEAD STAR SECURITY, INC.

Exhibit 2

LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	\$277	\$508	\$625	\$902	\$1,019	\$1,227
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1,141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1,057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406

6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

Exhibit 3

LWDA	\$75.00	
Postage	\$16.45	
Knox	\$126.75	
Signature Resolution	\$6,495.00	
One Legal	\$44.01	
Imperial County Sup Court	\$435.00	
Transportation	\$575.55	
Research	\$1,595.00	
Copies	\$779.45	
Subtotal	\$10,142.21	1/15/2026

Exhibit 4

NOTICE OF PAGA SETTLEMENT

Lloyd Rodriguez v. Lead Star Security, Inc.

(Superior Court of California, County of Imperial, Case No. ECU002939)

CAC Services Group, LLC
6420 Flying Cloud Dr, Suite 101
Eden Prairie, MN 55344
Telephone: (866)-602-2260

«Barcode»
«BarcodeString»
SIMID «SIMID»
«FirstName» «LastName»
«Address1» «Address2»
«City» «State» «Zip»

You are receiving this notice as a result of a lawsuit brought on a representative basis under the Private Attorneys General Act, Labor Code § 2698 et seq. (“PAGA”) (“the Action”). The plaintiff is Lloyd Rodriguez (“Plaintiff”), and the Defendant is Lead Star Security, Inc. (“Defendant”). The Action sought civil penalties for purported violations of the California Labor Code on behalf of all individuals who worked for Defendant in California who were employed during the PAGA Period (“PAGA Group Employees”). The PAGA Period is March 21, 2022, through the date of PAGA approval by the Court.

It is important to note that Defendant denies all claims and allegations in the Action, denies that it owes any penalties, asserts that it has fully complied with all applicable Labor Code provisions, further asserts that all employees were correctly and timely paid all wages and that meal periods and rest breaks were provided as and when required by applicable law. Nevertheless, without admitting any wrongdoing and to avoid further costs and business disruption in defending the Action, Defendants have settled the Action, and the Court has approved the settlement and release of the PAGA claims. However, by approving the settlement, the Court has not ruled on the merits of Plaintiff’s claims and has not suggested which side would win or lose this case at trial. All aggrieved employees are deemed to waive and release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Defendants from any and all claims for civil penalties pursuant to PAGA arising at any time during the PAGA period and alleged pleadings, alleged in the LWDA notice, prosecuted in this lawsuit, as well as claims for civil penalties arising at any time during the PAGA period that could have been alleged based on the facts alleged in the pleadings, stated in the LWDA notice, or raised in this case. You will be bound by the release of PAGA claims even if you do not cash your settlement check.

The Settlement resolves all PAGA claims alleged in the Action, including but not limited to remedies available under Labor Code section 2699, for violations of the California Labor Code governing: meal and rest breaks, unpaid wages, minimum wage, overtime pay, wage statements, business expense reimbursement, and final pay. You will retain your right to bring claims against Defendant in your individual capacity.

By Order dated **Date of Court Approval**, the Superior Court approved the Settlement and the release of the Claims. According to the Defendants’ records, you are a PAGA Group Employee and therefore entitled to a share of the settlement based upon the Court approved allocation.

Please Note: One hundred percent (100%) of your Individual PAGA Payment under this Settlement will be considered penalties and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences of your Individual PAGA Payment. Neither Plaintiffs nor Defendants have made any representations or warranties regarding the taxation of your Individual PAGA Payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THIS PROCEEDING. DO NOT CALL OR WRITE THE COURT OR OFFICE OF THE CLERK TO ASK QUESTIONS ABOUT THE SETTLEMENT OR TO ASK QUESTIONS ABOUT THE CLAIMS PROCESS. IF YOU HAVE ANY QUESTIONS, YOU MAY CALL OR WRITE TO THE SETTLEMENT ADMINISTRATOR USING THE CONTACT INFORMATION AT THE TOP OF THIS CORRESPONDENCE.