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Jason Johnson

8 **SUPERIOR COURT OF CALIFORNIA**

9 **COUNTY OF LOS ANGELES**

10
11 JASON JOHNSON, individually and on behalf
of all others similarly situated,

12 Plaintiff,

13 v.

14
15 NAFEES MEMOM DBA COMMAND
INTERNATIONAL SECURITY; and DOES 1
16 to 100,

17 Defendants.

Case No. 23STCV15872

**DECLARATION OF ADAM ROSE IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL**

18
19 I, Adam Rose, declare the following:

20 1. I am one of the attorneys for plaintiff Jason Johnson. I have personal knowledge of the facts
21 in this declaration, and if called on to testify I would competently do so.

22 2. A true and correct copy of the signed settlement agreement is attached as Exhibit A.

23 3. A true and correct copy of the proposed notice to class members is attached as Exhibit B.

24 4. I am uploading a copy of the settlement agreement to the LWDA portal at the same time as
25 filing the motion for preliminary approval.

26 5. For the analysis and work toward settlement, I participated in an all-day mediation with
27 esteemed employment law mediator Hon. Zaven Sinanian (Ret.) on June 10, 2025.

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6. As a part of the preparation for mediation, I was provided with the following informal discovery produced by Command International Security:

- a) Plaintiff Jason Johnson 's personnel file, including time and payroll
- b) A 15% sampling of the class members' and aggrieved employees's payroll records
- c) The number of class members, aggrieved employees, and total pay periods
- d) The employee handbook.

7. The exchanged data stated there are approximately 1,500 class members who worked approximately 20,500 pay periods. Also there are approximately 876 aggrieved employees.

8. Based on an analysis of the data with an expert's help: the maximum unadjusted liability for each of the causes of action are the following:

- a) Meal break violations - \$1,040,480
- b) Rest break violations - \$3,035,386
- d) Off the clock violations - \$14,052.30
- e) Waiting time penalties - \$5,125,180
- f) Wage statement penalties - \$1,119,100
- g) Unreimbursed expenses - \$463,900

9. Thus, the maximum exposure amount (excluding PAGA) was \$10,798,098.30

10. For the PAGA penalties, the maximum exposure was \$6,968,000.

11. Thus, the total maximum exposure is \$17,766,098.30

12. The settlement of \$600,000 represents 3.3% of the total unadjusted maximum exposure.

13. However, as explained the motion for preliminary approval, each of the causes of action had risks so the following explains the adjusted maximum values:

a) For the off the clock violations, Defendant's could state all timecards were certified by employees, and employees certified they took all breaks. It follows there is still a ¼ risk that Plaintiff could prove not the additional time, which would lead to a 25% reduction in the maximum liability to \$10,539.22.

b) For the meal periods, there is a risk Defendant could prove it did not impede meal periods at least a third of the time, which would reduce the maximum liability by 33% to \$780,360.

1 c) For the rest period violations, Defendant could argue there are no documents to show
2 rest period violations and that it was not likely to prove amenable to class treatment. (*Brinker Rest.*
3 *Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1021.) Given that risk, the rest period maximum
4 adjusted by 50% to \$1,517,643.

5 d) For the wage statement violations, Defendant could show that it did not intentionally
6 leave out items, so under *Naranjo v. Spectrum Security Services, Inc.* (2024) 15 Cal.5th 1056 there is
7 a possibility of a much lower recovery. This would reduce the maximum amount by 50% to
8 \$559,550.

9 e) For the waiting time violations, there is a possibility that roughly 50% of the former
10 employees could not show off the clock work or missed meal and rest breaks, which would lead to
11 an adjusted maximum exposure of \$2,562,590.

12 f) For the work expense reimbursements, the maximum would be reduced by about half
13 if the class members did not use their cell phones at all while working, or used the cell phones in a
14 de minimis way, bringing the adjusted maximum liability to \$231,950.

15 g) For the PAGA allegations, with the concept that a court could reduce penalties that
16 would be unjust, arbitrary and oppressive, and Defendant's available defenses under § 2699(e)(2),
17 and Defendant's available PAGA defenses (equitable reduction, standing, notice sufficiency, and
18 manageability), a 75% reduction is warranted, yielding an adjusted maximum of \$1,742,000.

19 14. The adjusted maximum value is therefore \$7,404,632.22.

20 15. The \$600,000 settlement is 8.1% of the adjusted maximum liability, which is within the
21 range of reasonableness.

22 16. With a net settlement amount of \$337,500 the average recovery is \$225 per person.
23 Thereafter, 20% of each Participating Class Member's Individual Class Payment will be allocated
24 to Wage Portions are subject to tax withholding, and 80% of each Participating Class Member's
25 Individual Class Payment will be allocated to the Non-Wage Portion.

26 17. I was involved with this case from the very start and worked on it through the mediation,
27 including deposing Mr. Memon, Command International Security's principal.

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1 18. Further, I am qualified to represent the class based on the below.

2 19. Since I graduated from University of San Francisco Law School in 1998, I have settled over
3 350 individual employment law cases (in addition to hundreds of additional personal injury and
4 habitability cases), and I have handled the following class actions from start to finish: *Ramirez v.*
5 *Arevalo Landscaping*, Los Angeles Superior Court case number BC397109; *Friedrich v. La*
6 *Vaquita Corp.*, Los Angeles Superior Court case number BC564432; *Carvalho v. Staff Pro*,
7 Alameda County Superior Court case number RG16812554; *Hart v. Marriott International, Inc.*,
8 United States District Court case number 8:17-cv-2021-JVS; *Cole v. Saucey, Inc.*, Los Angeles
9 Superior Court case number BC707895; *Rowe v. Laura Geller Beauty, LLC*, United States
10 Bankruptcy Court case number 1:18-bk-14102-MEW (New York); *Rowe v. Ulta Salon, Beauty, and*
11 *Cosmetics, LLC*, Sacramento Superior Court case number 34-2019-00267231, *Luna et al. v. Triple*
12 *Canopy, Inc.*, Santa Clara Superior Court case number 19CV345169, *Smith v. Budget Rent A Car*
13 *System, Inc.*, United States District Court case number 2:19-cv-4720-SVW, *Shrum v. Sacramento*
14 *Elite Patrol, Inc.*, Sacramento Superior Court case number 34-2019-002767231, *Morris v. Blue*
15 *Mountain Enterprises, LLC*, Solano County Superior Court case number FCS035858, *Lopez v. Mac*
16 *Arthur Co.*, Riverside County Superior Court case number RIC1905043, *Diaz v. Marriott*
17 *International, Inc.*, San Diego Superior Court case number 37-2019-00044740, *Castellanos et al. v.*
18 *Southwest Patrol, Inc.*, San Diego Superior Court case number 37-2020-00024905, *Inacio v. Land*
19 *O' Lakes*, Merced Superior Court case number 19CV-04520, *GSG Wage and Hour Cases*, San
20 Diego Superior Court case number JCCP5055, *Marroquin v. Teleferic Barcelona*, Santa Clara
21 Superior Court case number 21CV388821, *Gonzalez, et al. v. Golden Gate Bell*, Contra Costa
22 Superior Court case number MSC21-00956, *Navarro Garcia v. Widdicombe Enterprises, Inc.*,
23 Orange County Superior Court case number 30-2021-01235358, *Gonzalez v. Seven Seas Associates,*
24 *LLC*, San Diego Superior Court case number 37-2023-00042280-CU-OE-CTL, *Navarro v. Squad*
25 *Security CA, Inc.*, Los Angeles Superior Court case number 22STCV24108, *Gagliardi v. Ralph*
26 *Lauren Retail, Inc.*, Riverside County Superior Court case number CVRI2103581, *Rodriguez v.*
27 *RGIS, LLC*, Butte County Superior Court case number 23CV01731, and *Castellanos v. Trimac*
28 *Transportation*, Los Angeles Superior Court case number 23STCV27749.

20. I also actively participated in and helped finalize class action settlements in the following:
Arya Security Services Cases, Orange County Superior Court case number JCCP4991, *Allen v. Caine & Weiner*, Los Angeles Superior Court case number BC465806, *Terry v. SHAC, LLC dba Sapphire*, Eighth Judicial District of Nevada case number A-09-602800-C, *Carter v. Fantasy Castle*, Los Angeles Superior Court case number BC433666, *Blunt v. Valley Ball Cabaret*, Los Angeles Superior Court case number BC380265, *Hills v. Todd & Katie, Inc.*, Los Angeles Superior Court case number BC437919, *Lawrenz, et al. v. Blacktalon Enterprises, Inc., et al.*, Sacramento Superior Court case number 34-2019-00267748, *Stricklin, et al. v. First Alarm Security & Patrol, Inc.*, Santa Clara Superior Court case number 18CV323753, *Rushing v. Security Intelligence Specialist Corporation*, San Mateo Superior Court case number 18-CIV-01808, *Massey v. Hummel + Mann*, Santa Barbara Superior Court case number 21CV02985, *Sunshine Retirement Wage and Hour Cases*, Sacramento Superior Court case number JCCP5247, and *Houser v. Fish House Vera Cruz*, San Diego Superior Court case number 37-2023-00045659-CU-OE-NC.

21. I obtained FLSA certification and finalized settlements in *Desio v. Russell Road Food & Beverage*, U.S. District Court case number 2:15-1440-GMN (D.Nev.) and *Aguilar v. American-Paragon Protective Services*, U.S. District Court case number 5:20-cv-01892-EJD (N.D.Cal.).

22. I handled and finalized settlements on the following PAGA-only cases: *McAfee v. Chief Protective Services*, Riverside County Superior Court case number RIC1721984, *Hall v. Pirch, Inc.*, San Diego Superior Court case number 37-2016-00036606, *Green v. American Guard*, Los Angeles Superior Court case number BC688437, *Hernandez v. Contemporary Services Corp.*, Los Angeles Superior Court case number BC684206, *McNeal v. Platinum Security Services*, Los Angeles Superior Court case number 19STCV05709, *Cruz v. Holder Construction Group, LLC*, Santa Clara Superior Court case number 19CV341862, *Nunes v. Westmont Living*, San Luis Obispo Superior Court case number 19CV-0935, *Gibson v. Swift Transportation Co.*, United States District Court case number 5:20-cv-00318-ODW, *Katabyan v. Awesome Doughnut*, Los Angeles Superior Court case number 20STCV19903, *Ayoub v. Harry Winston, Inc.*, United States District Court case number 4:21-cv-01599-JST, *Williams v. St. Joseph Personal Care Services, LLC*, Orange County Superior Court case number 30-2020-01134268-CU-OE-CXC, *Rodriguez v. Modern Parking, Inc.*,

1 Los Angeles Superior Court case number 23STCV00936, *Valdivieso v. Universal Auto Group*, Los
2 Angeles Superior Court case number 23GDCV00191, *Hanna v. Ulta Salon, Cosmetics &*
3 *Fragrance, Inc.*, Sacramento Superior Court case number 34-2019-00252198, *Bullock v. Atria*
4 *Management*, Nevada County Superior Court case number CU22-086285, *Ramirez-Batres v. Lee*
5 *Mechanical Contractors, Inc.*, Kern County Superior Court case number BCV-23-102686, *Mathews*
6 *v. Assignment America, LLC*, Los Angeles Superior Court case number 22STCV13033, *Castro v.*
7 *Clay Lacy Aviation, Inc.*, Los Angeles Superior Court case number 21VECV00304, *Elwood v.*
8 *Alameda Healthcare & Wellness Center, LLC*, Alameda County Superior Court case number
9 23CV028398, *Vasquez v. Anton Devco, Inc.*, Sacramento County Superior Court case number 34-
10 2021-00310326, *Selvy-Medina v. Nothing Bundt Cakes*, San Diego Superior Court case number 37-
11 2023-00041657-CU-OE-CTL, *Lear v. DNS2 Management, LLC*, Riverside County Superior Court
12 case number CVRI2304984, *Barboza et al. v. Mission Federal Credit Union*, San Diego Superior
13 Court case number 37-2019-00024579-CU-OE-CTL, *Rosales v. All Day USA Operations, LLC*, San
14 Mateo Superior Court case number 23-CIV-02945, *Gonzalez v. Spec Personnel*, Santa Clara
15 Superior Court case number 23CV426656, *Drasher v. Advanced Building Maintenance*,
16 Sacramento County Superior Court case number 23CV008372, *Hill v. Riserfit CA, LLC*, Los
17 Angeles Superior Court case number 24STCV09523, and *Wilker v. San Rafael Operating Co.*,
18 Marin County Superior Court case number CV0001580.

19 23. Based on the above and the arguments in the motion, I believe the settlement is fair,
20 reasonable, and adequate, and I respectfully request the court to grant the motion.

21 24. Further, I am uploading this declaration with the settlement agreement and the related
22 motion documents to the LWDA website at the same time as filing the motion.

23
24 I declare under penalty of perjury under the laws of the State of California that the foregoing is true
25 and correct.

26 Date: September 4, 2025

/s/ Adam Rose

Exhibit A

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INTERNATIONAL SECURITY and
NAFEES MEMON

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

JASON JOHNSON, on his own behalf and all
similarly situated individuals and aggrieved
employees,

Plaintiffs,

v.

COMMAND INTERNATIONAL SECURITY,
NAFEES MEMON, and DOES 1 to 100,

Defendants.

Case No. 23STCV15872
CLASS ACTION

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

1 This Joint Stipulation of Class Action and Private Attorney General Act (“PAGA”)
2 Settlement and Release of Claims (the “Stipulation”) is made and entered into by and between
3 Plaintiff JASON JOHNSON (“Plaintiff”), individually and on behalf of all other similarly situation
4 non-exempt former and current employees, on the one hand, and Defendants COMMAND
5 INTERNATIONAL SECURITY and NAFEES MEMON (collectively “Defendants”), on the other.
6 The Stipulation refers to Plaintiff and Defendants collectively as “parties,” or individually as
7 “Party.”

8 **I. DEFINITIONS**

9 1.1 “**Action**” means the Plaintiff’s lawsuit alleging wage and hour violations against
10 Defendants captioned *Jason Johnson v. Command International Security, et al.*, initiated on July 7,
11 2023 and pending in the Superior Court of the State of California, County of Los Angeles.

12 1.2 “**Administrator**” means CPT Group as the neutral entity the Parties have agreed to
13 appoint to administer the Settlement.

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

18 1.4 “**Aggrieved Employee**” means all non-exempt employees who worked for
19 Defendants in California during the PAGA Period.

20 1.5 “**Class**” means all non-exempt employees who worked for Defendants in California
21 during the Class Period.

22 1.6 “**Class Counsel**” means the attorneys of record for Plaintiff in the Action, Manny
23 Starr and Adam Rose of Frontier Law Center.

24 1.7 “**Class Counsel Fees Payment**” and “**Class Counsel Litigation Expenses**
25 **Payment**” means the amounts allocated to Class Counsel for reimbursement of reasonably
26 attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8 “**Class Data**” means Class Member identifying information in Defendants’ possession, including the Class Member’s name, last-known mailing address, Social Security number, number of Class Period Pay Periods and PAGA Pay Periods.

1.9 “**Class Member**” or “**Settlement Class Member**” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10 “**Class Member Address Search**” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limit to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11 “**Class Notice**” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12 “**Class Period**” means the period from July 7, 2019 to the Effective Date.

1.13 “**Class Representative**” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14 “**Class Representative Service Payment**” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15 “**Court**” means the Superior Court of California, County of Los Angeles.

1.16 “**Defendants**” mean the named Defendants Command International Security and Nafees Memon.

1.17 “**Defense Counsel**” means attorneys of records for Defendants in the Action, Linda G. Krieger and Eric O. Zeiger of Ellenoff, Grossman & Schole, LLP.

1.18 “**Effective Date**” means the date by when both the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one

1 or more Participating Class Members objects to the Settlement, the day after the deadline for filing a
2 notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after
3 the appellate court affirms the Judgment and issues a remittitur.

4 1.19 “**Final Approval**” means the Court’s order granting final approval of the Settlement.

5 1.20 “**Final Approval Hearing**” means the Court’s hearing on the Motion for Final
6 Approval of the Settlement.

7 1.21 “**Final Judgment**” means the Judgment Entered by the Court upon Granting Final
8 Approval of the Settlement.

9 1.22 “**Gross Settlement Amount**” means \$600,000 which is the total amount Defendants
10 agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement
11 Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA
12 PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service
13 Payment and the Administrator’s Expenses.

14 1.23 “**Individual Class Payment**” means the Participating Class Member’s pro rata share
15 of the Net Settlement Amount calculated according to the number of Pay Periods worked during the
16 Class Period.

17 1.24 “**Individual PAGA Payment**” means the Aggrieved Employee’s pro rata share of
18 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the
19 PAGA Period.

20 1.25 “**Judgment**” means the judgment entered by the Court based upon the Final
21 Approval.

22 1.26 “**LWDA**” means the California Labor and Workforce Development Agency, the
23 agency entitled, under Labor Code section 2699, subdivision (i).

24 1.27 “**LWDA PAGA Payment**” means the 75% of the PAGA Penalties paid to the
25 LWDA under former Labor Code section 2699, subdivision (i).

26 1.28 “**Net Settlement Amount**” means the Gross Settlement Amount, less the following
27 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
28 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel

Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29 “**Non-Participating Class Member**” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30 “**PAGA Pay Period**” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.31 “**PAGA Period**” means the period from July 9, 2023 to the Effective Date.

1.32 “**PAGA**” means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

1.33 “**PAGA Notice**” means Plaintiff’s July 6, 2023 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.34 “**PAGA Penalties**” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% \$6,250 to the Aggrieved Employees and the 75% \$18,750 in settlement of PAGA claims.

1.35 “**Participating Class Member**” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36 “**Plaintiff**” means Jason Johnson, the named plaintiff in the Action.

1.37 “**Preliminary Approval**” means the Court’s Order Granting Preliminary Approval and Approval of PAGA settlement.

1.38 “**Preliminary Approval Order**” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.39 “**Released Class Claims**” means the claims being released as described in Paragraph 5.2 below.

1.40 “**Released PAGA Claims**” means the claims being released as described in Paragraph 5.3 below.

1.41 “**Released Parties**” means Defendants and each of their former and present directors, officers, shareholders, owners, members, including Nafees Memon, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.42 “**Request for Exclusion**” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43 “**Response Deadline**” means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Settlement, or (b) fax, email or mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

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

II. RECITALS

2.1 On July 6, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide compliant meal periods; (4) failure to provide compliant rest breaks; (5) failure to provide accurate, itemized wage statements; (6) failure to pay all wages due upon separation; (7) failure to reimburse necessary business expenses; (8) violation of Business & Professions Code §17200, *et seq.* On September 12, 2023, Plaintiff filed a First Amended Complaint alleging causes of action against Defendants for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide compliant meal periods; (4) failure to provide compliant rest breaks; (5) failure to provide accurate, itemized wage statements; (6) failure to pay all wages due upon separation; (7) failure to reimburse necessary business expenses; (8) violation of Business & Professions Code §17200, *et seq.*, and (9) violation of Labor Code §2699, *et seq.* Plaintiff’s First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.

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

2.3 On June 10, 2025, the Parties participated in an all-day mediation presided over by the Honorable Zavan Sinanian (Ret.). Although the Parties did not settle on June 10, 2025, Judge Sinanian and the parties continued their settlement negotiations over the course of the following weeks, which led to this Agreement to settle the Action.

2.4 Prior to mediation and negotiating the Settlement, Plaintiff obtained, through formal and informal discovery, including a sampling of payroll data and an anonymized class list. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*")

2.5 The Court has not granted class certification as the Parties agreed to a settlement in advance of Plaintiff's deadline to file the motion for class certification.

2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

III. MONETARY TERMS

3.1 **Gross Settlement Amount.** Except as otherwise provided by Paragraph 8 below, Defendants promise to pay \$600,000 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2 **Payment from the Gross Settlement Amount.** The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 **To Plaintiff:** Class Representative Service Payment to the Class Representative of not more than \$7,500 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class

1 Member). Defendants will not oppose Plaintiff's request for a Class Representative Service
2 Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment
3 and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class
4 Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If
5 the Court approves a Class Representative Service Payment less than the amount requested, the
6 Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay
7 the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full
8 responsibility and liability for employee taxes owed on the Class Representative Service Payment.

9 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 33.33%,
10 which is currently estimated to be \$200,000, and a Class Counsel Litigation Expenses Payment of
11 not more than \$15,000. Defendants will not oppose requests for these payments provided that do not
12 exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees
13 Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final
14 Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel
15 Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the
16 remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel
17 or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee
18 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class
19 Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms.
20 Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees
21 Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and
22 indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any
23 of these Payments.

24 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed
25 \$15,00 except for a showing of good cause and as approved by the Court. To the extent the
26 Administration Expenses are less or the Court approves payment less than \$15,000, the
27 Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment

calculated by (a) dividing the Net Settlement Amount by the total number of Pay Periods worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Pay Periods.

3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each

Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for [e.g., interest and penalties] (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties allocation in the amount of \$25,000 to be paid from the Gross Settlement Amount, with 75% (\$18,750) allocated to the LWDA PAGA Payment and 25% (\$6,250) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$6,250) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

IV. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Pay Periods and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 1,500 Class Members who collectively worked a total

1 of 20,500 Pay Periods, and 1,000 Aggrieved Employees who worked a total of 13,500 PAGA Pay
2 Periods.

3 4.2 Class Data. Not later than 21 days after the Court grants Preliminary Approval of the
4 Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form
5 of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must
6 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and
7 for no other purpose, and restrict access to the Class Data to Administrator employees who need
8 access to the Class Data to effect and perform under this Agreement. Defendants have a continuing
9 duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member
10 identifying information and to provide corrected or updated Class Data as soon as reasonably
11 feasible. Without any extension of the deadline by which Defendants must send the Class Data to
12 the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to
13 reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

14 4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross
15 Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll
16 taxes by transmitting the funds to the Administrator. The Gross Settlement Amount will be paid in
17 two separate progress payments. The First Settlement Progress Payment of \$300,000 shall be due
18 no later than 21 days after the Effective Date ("First Settlement Payment"). The Second Settlement
19 Progress Payment of \$300,000 shall be due 180 days after the first progress payment ("Second
20 Settlement Payment").

21 4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds
22 the Second Settlement Payment, the Administrator will mail checks for the pro rata share of the
23 First Settlement Payment to all Individual Class Payments, all Individual PAGA Payments, the
24 LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment,
25 the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
26 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment
27 and the Class Representative Service Payment shall not precede disbursement of Individual Class
28 Payments and Individual PAGA Payments. Within 14 days after Defendant funds the Second

1 Settlement Payment, the Administrator will mail checks for the remaining funds owed to all
2 Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the
3 Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
4 Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class
5 Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class
6 Representative Service Payment shall not precede disbursement of Individual Class Payments and
7 Individual PAGA Payments.

8 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or
9 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage
10 prepaid. The face of each check shall prominently state the date (not less than 180 days after the
11 date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed
12 by the void date. The Administrator will send checks for Individual Settlement Payments to all
13 Participating Class Members (including those for whom Class Notice was returned undelivered).
14 The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees
15 including Non-Participating Class Members who qualify as Aggrieved Employees (including those
16 for whom Class Notice was returned undelivered). The Administrator may send Participating Class
17 Members a single check combining the Individual Class Payment and the Individual PAGA
18 Payment. Before mailing any checks, the Settlement Administrator must update the recipients'
19 mailing addresses using the National Change of Address Database.

20 4.4.2 The Administrator must conduct a Class Member Address Search for all
21 other Class Members whose checks are returned undelivered without United States Postal Service
22 ("USPS") forwarding address. Within 7 days of receiving a returned check the Administrator must
23 re-mail checks to the USPS forwarding address provided or to an address ascertained through the
24 Class Member Address Search. The Administrator need not take further steps to deliver checks to
25 Class Members whose re-mailed checks are returned as undelivered. The Administrator shall
26 promptly send a replacement check to any Class Member whose original check was lost or
27 misplaced, requested by the Class Member prior to the void date.

1 4.4.3 For any Class Member whose Individual Class Payment check or Individual
2 PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall
3 transmit the funds represented by such checks to the California Controller's Unclaimed Property
4 Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the
5 requirements of Code of Civil Procedure section 384, subdivision (b).

6 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments
7 shall not obligate Defendants to confer any additional benefits or make any additional payments to
8 Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

9 **V. RELEASE OF CLAIMS**

10 Effective on the date when Defendants fully fund the entire Gross Settlement Amount and
11 funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
12 Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as
13 follows:

14 5.1 Plaintiff's Release. Plaintiff and his, her, or their respective former and present
15 spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns generally,
16 release and discharge Released Parties from all claims, transactions or occurrences that occurred
17 during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could
18 have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA
19 claims that were, or reasonably could have been, alleged based on facts contained in the Operative
20 Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 5.2,
21 below. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to
22 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
23 benefits, social security benefits, workers' compensation benefits that arose at any time, or based on
24 occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law
25 different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but
26 agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
27 notwithstanding such different or additional facts or Plaintiff's discovery of them.
28

1 5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of
2 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if
3 any, of section 1542 of the Civil Code, which reads:

4 A general release does not extend to claims that the creditor or releasing party does
5 not know or suspect to exist in his or her favor at the time of executing the release,
6 and that if known by him or her would have materially affected his or her settlement
7 with the debtor or Released Party.

8 5.2 Release by Participating Class Members Who Are Not Aggrieved Employees: All
9 Participating Class Members, on behalf of themselves and their respective former and present
10 representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released
11 Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the
12 Class Period facts stated in the Operative Complaint and ascertained in the course of the Action,
13 including any and all claims involving (1) failure to pay minimum wages; (2) failure to pay
14 overtime wages; (3) failure to provide compliant meal periods; (4) failure to provide compliant rest
15 breaks; (5) failure to provide accurate, itemized wage statements; (6) failure to pay all wages due
16 upon separation; (7) failure to reimburse necessary business expenses; (8) violation of Business &
17 Professions Code §17200, *et seq.*, (9) violation of Labor Code §2699, *et seq.*, and (1) any claims
18 under California Labor Code sections 201-204, 221-224, 226 (including but not limited to all
19 subsections of 226(a)(1)-(9)), *et seq.*, 226.7, 351, 510, 512, 1174, 1174.5, 1182.12, 1174, 1194,
20 1197, 1198, and 2802. Except as set forth in Section 5.3 of this Agreement, Participating Class
21 Members do not release any other claims, including claims for vested benefits, wrongful
22 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
23 disability, social security, workers' compensation or claims based on facts occurring outside the
24 Class Period.

25 5.3 Release by Non-Participating Class Members Who Are Aggrieved Employees: All
26 Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf
27 of themselves and their respective former and present representatives, agents, attorneys, heirs,
28 administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that

were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice and ascertained in the course of the Action including, any and all claims involving (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide compliant meal periods; (4) failure to provide compliant rest breaks; (5) failure to provide accurate, itemized wage statements; (6) failure to pay all wages due upon separation; (7) failure to reimburse necessary business expenses; (8) violation of Business & Professions Code §17200, *et seq.*, (9) violation of Labor Code §2699, *et seq.*, and (1) any claims under California Labor Code sections 201-204, 221-224, 226 (including but not limited to all subsections of 226(a)(1)-(9)), *et seq.*, 226.7, 351, 510, 512, 1174, 1174.5, 1182.12, 1174, 1194, 1197, 1198, and 2802.

VI. MOTION FOR PRELIMINARY APPROVAL.

The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1 Defendants’ Declarations in Support of Preliminary Approval. Within 30 days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration from Nafees Memon and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient. In their Declarations, Defense Counsel and Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. Nafees Memon’s Declaration may also include information regarding Defendant Command International Security’s finances.

6.2 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency;

operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents ; (vii) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 60 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

VII. SETTLEMENT ADMINISTRATION

7.1 Selection of Administrator. The Parties have jointly selected CPT Group to serve as the Administrator and verified that, as a condition of appointment, CPT Group agrees to be bound

1 by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange
2 for payment of Administration Expenses. The Parties and their Counsel represent that they have no
3 interest or relationship, financial or otherwise, with the Administrator other than a professional
4 relationship arising out of prior experiences administering settlements.

5 7.2 Employer Identification Number. The Administrator shall have and use its own
6 Employer Identification Number for purposes of calculating payroll tax withholdings and providing
7 reports state and federal tax authorities.

8 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
9 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation
10 section 468B-1.

11 7.4 Notice to Class Members.

12 7.4.1 No later than three (3) business days after receipt of the Class Data, the
13 Administrator shall notify Class Counsel that the list has been received and state the number of
14 Class Members, PAGA Members, and Pay Periods in the Class and PAGA Periods found in the
15 Class Data.

16 7.4.2 Using best efforts to perform as soon as possible, and in no event later than
17 14 days after receiving the Class Data, the Administrator will send to all Class Members identified
18 in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to
19 this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the
20 dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the
21 Class Member, and the number of Class Pay Periods and PAGA Pay Periods used to calculate these
22 amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses
23 using the National Change of Address database.

24 7.4.3 Not later than three (3) business days after the Administrator’s receipt of any
25 Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
26 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
27 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class
28 Notice to the most current address obtained. The Administrator has no obligation to make further

1 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the
2 USPS a second time.

3 7.4.4 The deadlines for Class Members' written objections, Challenges to Pay
4 Periods and Requests for Exclusion will be extended an additional fourteen (14) days beyond the
5 sixty (60) days otherwise provided in the Class Notice for all Class Members whose notice is re-
6 mailed. The Administrator will inform the Class Member of the extended deadline with the re-
7 mailed Class Notice.

8 7.4.5 If the Administrator, Defendants, or Class Counsel is contacted by or
9 otherwise discovers any persons who believe they should have been included in the Class Data and
10 should have received Class Notice, the Parties will expeditiously meet and confer in person or by
11 telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If
12 the Parties agree, such persons will be Class Members entitled to the same rights as other Class
13 Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring
14 them to exercise options under this Agreement not later than fourteen (14) days after receipt of
15 Class Notice, or the deadline dates in the Class Notice, which ever are later.

16 7.5 Requests for Exclusion (Opt-Outs).

17 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class
18 Settlement must send the Administrator, by fax, email, or mail, a signed written Request for
19 Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional
20 fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is
21 a letter from a Class Member or his/her/their representative that reasonably communicates the Class
22 Member's election to be excluded from the Settlement and includes the Class Member's name,
23 address and email address or telephone number. To be valid, a Request for Exclusion must be
24 timely faxed, emailed, or postmarked by the Response Deadline.

25 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because
26 it fails to contain all the information specified in the Class Notice. The Administrator shall accept
27 any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
28 person as a Class Member and the Class Member's desire to be excluded. The Administrator's

1 determination shall be final and not appealable or otherwise susceptible to challenge. If the
2 Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator
3 may demand additional proof of the Class Member's identity. The Administrator's determination of
4 authenticity shall be final and not appealable or otherwise susceptible to challenge.

5 7.5.3 Every Class Member who does not submit a timely and valid Request for
6 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all
7 benefits and bound by all terms and conditions of the Settlement, including the Participating Class
8 Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the
9 Participating Class Member actually receives the Class Notice or objects to the Settlement.

10 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion
11 is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the
12 right to object to the class action components of the Settlement. Because future PAGA claims are
13 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are
14 Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this
15 Agreement and are eligible for an Individual PAGA Payment.

16 7.6 Challenges to Calculation of Pay Periods. Each Class Member shall have 45 days
17 after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class
18 Members whose Class Notice is re-mailed) to challenge the number of Class Pay Periods and
19 PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member
20 may challenge the allocation by communicating with the Administrator via fax, email or mail. The
21 Administrator must encourage the challenging Class Member to submit supporting documentation.
22 In the absence of any contrary documentation, the Administrator is entitled to presume that the Pay
23 Periods contained in the Class Notice are correct so long as they are consistent with the Class Data.
24 The Administrator's determination of each Class Member's allocation of Pay Periods shall be final
25 and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide
26 copies of all challenges to calculation of Pay Periods to Defense Counsel and Class Counsel and
27 the Administrator's determination the challenges.

28 7.7 Objections to Settlement.

1 7.7.1 Only Participating Class Members may object to the class action components
2 of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
3 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
4 Payment and/or Class Representative Service Payment.

5 7.7.2 Participating Class Members may send written objections to the
6 Administrator, by fax, email or mail. In the alternative, Participating Class Members may appear in
7 Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval
8 Hearing. A Participating Class Member who elects to send a written objection to the Administrator
9 must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an
10 additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

11 7.7.3 Non-Participating Class Members have no right to object to any of the class
12 action components of the Settlement.

13 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to
14 be performed or observed by the Administrator contained in this Agreement or otherwise.

15 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will
16 establish and maintain and use an internet website to post information of interest to Class Members
17 including the date, time and location for the Final Approval Hearing and copies of the Settlement
18 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the
19 Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation
20 Expenses Payment and Class Representative Service Payment, the Final Approval and the
21 Judgment. The Administrator will also maintain and monitor an email address and a toll-free
22 telephone number to receive Class Member calls, faxes and emails.

23 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
24 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than
25 five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
26 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and
27 other identifying information of Class Members who have timely submitted valid Requests for
28 Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members

1 who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from
2 Settlement submitted (whether valid or invalid).

3 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written
4 reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class
5 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether
6 valid or invalid) received, objections received, challenges to Pay Periods received and/or resolved,
7 and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly
8 Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity
9 of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

10 7.8.4 Pay Period Challenges. The Administrator has the authority to address and
11 make final decisions consistent with the terms of this Agreement on all Class Member challenges
12 over the calculation of Pay Periods. The Administrator’s decision shall be final and not appealable
13 or otherwise susceptible to challenge.

14 7.8.5 Administrator’s Declaration. Not later than fourteen (14) days before the date
15 by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the
16 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for
17 filing in Court attesting to its due diligence and compliance with all of its obligations under this
18 Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as
19 undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of
20 Requests for Exclusion from Settlement it received (both valid or invalid), the number of written
21 objections and attach the Exclusion List. The Administrator will supplement its declaration as
22 needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the
23 Administrator’s declaration(s) in Court.

24 7.8.6 Final Report by Settlement Administrator. Within ten (10) days after the
25 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide
26 Class Counsel and Defense Counsel with a final report detailing its disbursements by employee
27 identification number only of all payments made under this Agreement. At least fifteen (15) days
28 before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel

1 and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement
2 of all payments required under this Agreement. Class Counsel is responsible for filing the
3 Administrator's declaration in Court.

4 **VIII. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

5 Based on its records, Defendants estimate that, as of the date of this Settlement Agreement,
6 (1) there are 1,500 Class Members and 20,500 Total Pay Periods during the Class period and (2)
7 there were 1,000 Aggrieved Employees who worked 13,500 Pay Periods during the PAGA Period.

8 Defendant represents that there are an estimated 20,500 Pay Periods during the Class Period
9 as of July 25, 2025. If the number of Pay Periods during the Class Period is more than 15% greater
10 than this figure, Defendant agrees to increase the Gross Settlement Amount on a proportional basis
11 by the amount by which it exceeds 15% (i.e., if there was a 16% increase in the number Pay Periods
12 during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 1%). If
13 this escalator clause is triggered and the more than 15% increase is reached prior to preliminary
14 approval, Defendant has the option of ending the Class Period and the PAGA Period on the date on
15 which the Pay Periods reach this amount in lieu of being required to increase the Gross Settlement
16 Amount.

17
18 **IX. DEFENDANTS' RIGHT TO WITHDRAW**

19 If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10%
20 of the total of all Class Members, Defendants may, but are not obligated, elect to withdraw from the
21 Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio,
22 have no force or effect whatsoever, and that neither Party will have any further obligation to
23 perform under this Agreement; provided, however, Defendants will remain responsible for paying
24 all Settlement Administration Expenses incurred to that point. Defendants must notify Class
25 Counsel and the Court of its election to withdraw not later than seven (7) days after the
26 Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

27 **X. MOTION FOR FINAL APPROVAL**
28

1 Not later than sixteen (16) court days before the calendared Final Approval Hearing,
2 Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for
3 approval of the PAGA settlement under Labor Code section 2699, subdivision (l), a Proposed Final
4 Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall
5 provide drafts of these documents to Defense Counsel not later than [seven] days prior to filing the
6 Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer
7 in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion
8 for Final Approval.

9 10.1 Response to Objections. Each Party retains the right to respond to any objection
10 raised by a Participating Class Member, including the right to file responsive documents in Court no
11 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
12 accepted by the Court.

13 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
14 Approval on any material change to the Settlement (including, but not limited to, the scope of
15 release to be granted by Class Members), the Parties will expeditiously work together in good faith
16 to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval.
17 The Court’s decision to award less than the amounts requested for the Class Representative Service
18 Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or
19 Administrator Expenses Payment shall not constitute a material modification to the Agreement
20 within the meaning of this paragraph.

21 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,
22 the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
23 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and
24 (iii) addressing such post-Judgment matters as are permitted by law.

25 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
26 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
27 Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective
28 counsel and all Participating Class Members who did not object to the Settlement as provided in this

1 Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and
2 appellate proceedings, the right to file motions to vacate judgment, motions for new trial,
3 extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to
4 oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations
5 to perform under this Agreement will be suspended until such time as the appeal is finally resolved
6 and the Judgment becomes final, except as to matters that do not affect the amount of the Net
7 Settlement Amount.

8 10.5 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the
9 reviewing Court vacates, reverses or modifies the Judgment in a manner that requires a material
10 modification of this Agreement (including, but not limited to, the scope of release to be granted by
11 Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously
12 work together in good faith to address the appellate court's concerns and to obtain Final Approval
13 and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses
14 reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify the Court's
15 award of the Class Representative Service Payment or any payments to Class Counsel shall not
16 constitute a material modification of the Judgment within the meaning of this paragraph, as long as
17 the Gross Settlement Amount remains unchanged.

18
19 **XI. AMENDED JUDGMENT**

20 If any amended judgment is required under Code of Civil Procedures section 384, the Parties
21 will work together in good faith to jointly submit a proposed amended judgment.

22 **XII. ADDITIONAL PROVISIONS**

23 12.1 No Admission of Liability, Class Certification, or Representative Manageability for
24 Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
25 Nothing in this Agreement is intended or should be construed as an admission by Defendants that
26 any of the allegations in the Operative Complaint have merit or that Defendants have any liability
27 for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that
28 Defendants' defenses in the Action have merit. The Parties agree that class certification and

1 representative treatment is for purposes of this Settlement only. If, for any reason the Court does
2 grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserves the right to
3 contest certification of any class for any reasons, and Defendants reserves all available defenses to
4 the claims in the Action, and Plaintiff reserves the right to move for class certification on any
5 grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties'
6 willingness to settle the Action will have no bearing on, and will not be admissible in connection
7 with, any litigation (except for proceedings to enforce or effectuate the Settlement and this
8 Agreement).

9 12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants,
10 and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
11 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
12 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or
13 indirectly, specifically or generally, to any person, corporation, association, government agency or
14 other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be
15 instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent
16 necessary to report income to appropriate taxing authorities; (4) in response to a court order or
17 subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
18 agency. Each Party agrees to immediately notify each other Party of any judicial or agency order,
19 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and Defense
20 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
21 communication, before the filing of the Motion for Preliminary Approval, any with third party
22 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
23 "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's
24 communications with Class Members in accordance with Class Counsel's ethical obligations owed
25 to Class Members.

26 12.3 No Solicitation. The Parties separately agree that they and their respective counsel
27 and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
28 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability

1 to communicate with Class Members in accordance with Class Counsel's ethical obligations owed
2 to Class Members.

3 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this
4 Agreement together with its attached exhibits shall constitute the entire agreement between the
5 Parties relating to the Settlement, superseding any and all oral representations, warranties,
6 covenants or inducements made to or by any Party.

7 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
8 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate
9 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
10 terms, and to execute any other documents reasonably required to effectuate the terms of this
11 Agreement including any amendments to this Agreement.

12 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use
13 their best efforts, in good faith, to implement the Settlement by, among other things, modifying the
14 Settlement Agreement, submitting supplemental evidence and supplementing points and authorities
15 as requested by the Court. In the event the Parties are unable to agree upon the form or content of
16 any document necessary to implement the Settlement, or on any modification of the Agreement that
17 may become necessary to implement the Settlement, the Parties will seek the assistance of a
18 mediator and/or the Court for resolution.

19 12.7 No Prior Assignments. The Parties separately represent and warrant that they have
20 not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or
21 encumber to any person or entity and portion of any liability, claim, demand, action, cause of action
22 or right released and discharged by the Party in this Settlement.

23 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants, nor Defense Counsel
24 are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
25 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
26 10, as amended) or otherwise.

1 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
2 modified, changed or waived only by an express written instrument signed by all Parties or their
3 representatives and approved by the Court.

4 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
5 to the benefit of, the successors of each of the Parties.

6 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
7 governed by and interpreted according to the internal laws of the State of California, without regard
8 to conflict of law principles.

9 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
10 of this Agreement. This Agreement will not be construed against any Party on the basis that the
11 Party was the drafter or participated in the drafting.

12 12.13 Confidentiality. To the extent permitted by law, all agreements made and orders
13 entered during Action and in this Agreement relating to the confidentiality of information shall
14 survive the execution of this Agreement.

15 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to
16 Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class
17 Counsel by Defendants in connection with the mediation, other settlement negotiations, or in
18 connection with the Settlement, may be used only with respect to this Settlement, and no other
19 purpose, and may not be used in any way that violates any existing contractual agreement, statute or
20 California Rules of Court rule. Not later than 90 days after the date when the Court discharges the
21 Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement
22 funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from
23 Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants
24 makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

25 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is
26 inserted for convenience of reference only and does not constitute a part of this Agreement.

1 12.16 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
2 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
3 weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

4 12.17 Notice. All notices, demands or other communications between the Parties in
5 connection with this Agreement will be in writing and deemed to have been duly given as of the
6 third business day after mailing by United States mail, or the day sent by email or messenger,
7 addressed as follows:

8 To Plaintiff:

9 **FRONTIER LAW CENTER**

10 Manny Starr

11 Adam Rose

12 23901 Calabasas Road, Suite 1084

13 Calabasas, CA 91302

14 Telephone: (818) 914-3433

15 Facsimile: (818) 914-3433

16 To Defendants:

17 **ELLENOFF GROSSMAN & SCHOLE, LLP**

18 Linda G. Krieger

19 Eric O. Zeiger

20 249 E. OCEAN BOULEVARD, SUITE 750

21 LONG BEACH, CALIFORNIA 90802

22 Tel: (562) 901-2500 Fax: (562) 901-2522

23 12.18 Execution in Counterparts. This Agreement may be executed in one or more
24 counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this
25 Agreement shall be accepted as an original. All executed counterparts and each of them will be
26 deemed to be one and the same instrument if counsel for the Parties will exchange between
27 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
28 the existence and contents of this Agreement.

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

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Date: 8/14/2025, 2025

Signed by:
Jason Johnson
2AF9BB354455481...
Plaintiff Jason Johnson

Date: , 2025

By: _____

For Defendant Command International Security

Date: , 2025

Defendant Nafees Memon

Date: 8/14/2025, 2025

FRONTIER LAW CENTER

DocuSigned by:
Adam Rose
D2C7FC7ADE79459...
Manny Starr
Adam Rose
Attorney for Plaintiff
Jason Johnson

Date: , 2025

ELLENOFF GROSSMAN SCHOLE LLP

Linda Guthmann Krieger
Eric O. Zeiger
Attorney for Defendants
Command International Security and Nafees Memon

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Date: _____, 2025

Plaintiff Jason Johnson

Date: 21/08/2025, 2025

By: Nafees Memon

Nafees Memon
Nafees Memon (Aug 21, 2025 13:12:50 PDT)

For Defendant Command International Security

Date: 21/08/2025, 2025

Nafees Memon
Nafees Memon (Aug 21, 2025 13:12:50 PDT)

Defendant Nafees Memon

Date: _____, 2025

FRONTIER LAW CENTER

Manny Starr
Adam Rose
Attorney for Plaintiff
Jason Johnson

Date: _____, 2025

ELLENOFF GROSSMAN SCHOLE LLP

Linda Guthmann Krieger
Eric O. Zeiger
Attorney for Defendants
Command International Security and Nafees Memon

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Date: _____, 2025

Plaintiff Jason Johnson

Date: _____, 2025

By: _____

For Defendant Command International
Security

Date: _____, 2025

Defendant Nafees Memon

Date: _____, 2025

FRONTIER LAW CENTER

Manny Starr
Adam Rose
Attorney for Plaintiff
Jason Johnson

Date: August 22, 2025

ELLENOFF GROSSMAN SCHOLE LLP

Eric Zeiger
Linda Guthmann Krieger
Eric O. Zeiger
Attorney for Defendants
Command International Security and Nafees
Memon

Exhibit B

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Jason Johnson v. Command International Security, Case No. 23STCV15872

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Command International Security and its owner Nafees Memon (“Command”) for alleged wage and hour violations. The Action was filed by Command former employee Jason Johnson (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of nonexempt, hourly employees (“Class Members”) who worked for Command during the Class Period of July 7, 2019 through the date of final approval.

The proposed Settlement requires Command to fund Individual Class Payments. Based on Command’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding).** The actual amount you may receive likely will be different and will depend on a number of factors including whether you already signed a release with Command.

The above estimates are based on Command’s records showing that **you worked _____ workweeks** during the Class Period. If you believe that you worked more workweeks during this period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Command to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Command.

If you worked for Command during the Class Period and/or the PAGA Period, you can:

- (1) **Do Nothing.** You don’t have to do anything to participate in the Settlement and be eligible for an Individual Class Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Command.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue individual wage claims against Command.

- (3) Command will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will give up your right to assert the wage claims against Command that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____ . You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The number Class Period Workweeks you worked according to Command's records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Command employee. The Action accuses Command of violating California labor laws by failing to pay work off the clock, premium pay for missed meal and rest breaks, derivative wage statement, waiting time, and PAGA penalties. Plaintiff is represented by the following attorneys in the Action:

Frontier Law Center, 6200 Canoga Ave, Suite 470, Woodland Hills, CA 91367 (“Class Counsel”).

Command strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Command or Plaintiff are correct on the merits. In the meantime, Plaintiff and Command hired Hon. Zaven Sinanian (Ret.) of JAMS, a neutral mediator, to help resolve the case. Plaintiff and Class Counsel strongly believe the Settlement is a good deal because they believe that: (1) Command agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Command will Pay \$600,000 as the Gross Settlement Amount (Gross Settlement).
Command agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, and the Administrator’s expenses. Assuming the Court grants Final Approval, Command will fund the Gross Settlement after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$200,000 (1/3 of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$15,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award

will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

- C. Up to \$15,000 to the Administrator for services administering the Settlement.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Command are asking the Court to approve an allocation of 30% of each Individual Class Payment to taxable wages ("Wage Portion") and 70% to penalties and interest. ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Command have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will go to the Controller Unclaimed Property Fund in your name.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, **not later than** _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth their name, address, telephone number, and a statement electing to be excluded from the Settlement. Excluded Class Members will not receive Individual Class Payments, but will preserve their rights to personally pursue individual wage and hour claims against Command.
7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Command have agreed that if these events occur the Settlement will be void. Command will not pay any money and Class Members will not release any claims.

8. Administrator. The Court has appointed a neutral company, CPT Group (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Command has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Command or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

“Effective upon the date of entry of an Order of Final Approval by the Court of this Stipulation of Settlement, and except as to such rights or claims as may be created by this Stipulation of Settlement, the Settlement Class and each member of the Class who has not submitted a valid Request for Exclusion, release Defendants and each of their respective parent companies, subsidiaries, affiliates, joint ventures, predecessors, successors, and related parties and all of their past and present directors, officers, shareholders, members, managers, joint employers, co-employers, integrated enterprises, representatives, employees, attorneys, insurance, and anyone else acting for any of them (“Released Parties”), and discharge Released Parties from all claims, rights, demands, liabilities and causes of action of any nature or description, including any such claims, whether known or unknown, that were litigated in the Action against Defendants or could have been litigated based on the facts and circumstances alleged in the Action against Defendants, arising under the Complaint and First Amended Complaint filed in the Los Angeles County Superior Court and the LWDA notice letter including, but not limited to, all claims under the California Labor Code, Wage Orders and related orders of the California Industrial Welfare Commission and Business and Professions Code section 17200, et seq. Class Members, on behalf of themselves, their heirs, spouses, executors, administrators, attorneys, agents and assigns, fully and finally release and discharge the Released Parties from all claims, rights, demands, liabilities and causes of action of any nature or description, including any such claims, whether known or unknown, that were litigated in the Action against Defendants or could have been litigated based on the facts and circumstances alleged in the Action against Defendants. The claims released under this paragraph shall include, but not necessarily be limited to: all claims and/or causes of action occurring during the Class Period under any federal, state or local law or administrative order that were or could have been plead based on the facts alleged in the operative class action and PAGA Complaint and amendments, PAGA notice letters and amendments, and administrative claims, whether known or unknown, including the failure to pay overtime wages at the correct regular rate of pay, provide meal and rest breaks, failure

to provide accurate wage statements, the failure to pay meal and rest period premiums at the appropriate rate of pay, failure to pay for time performed off the clock, work expenditure reimbursement violations, waiting time violations and any other claims whatsoever that were or could have been alleged in this case, including claims for restitution and other equitable relief under Business and Professions Code section 17200, conversion, liquidated damages, punitive damages, waiting-time penalties, penalties under the Labor Code Private Attorneys General Act of 2004, and claims and/or penalties of any nature whatsoever based on the facts alleged in the operative class action and PAGA complaint under California Business and Professions Code sections 17200, et seq., 17203; Labor Code sections 200-204, 206.5, 210, 218.5, 226-226.5, 226.7, 351-356, 510, et seq., 512, 515, 558, 1194, 1197, 1197.1, 1198, 2802, and 2698, et seq.; Code of Civil Procedure sections 382, 474, 1021.5; IWC Wage Orders No. 4; Fair Labor Standards Act, 29 U.S.C. sections 201, et seq., as well as any damages, restitution, disgorgement, civil penalties, statutory penalties, taxes, interest or attorneys' fees or costs resulting therefrom. This release expressly excludes claims for vested benefits, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period and PAGA claims outside of the PAGA Period. The Claim Form shall refer the reader to the Class Notice for a description of the other releases. The Claim Form shall also include anti-fraud provisions negotiated by the Parties, including requiring the last four (4) digits of the Class Member's Social Security Number to be entered by the Class Member and the signing of the Claim Form under penalty of perjury. This release and waiver, however, shall be conditional on the full payment of the Maximum Settlement Amount necessary to fund all payment obligations as described herein."

The PAGA Aggrieved Employees will be bound by the following release:

Effective upon the date of entry of an Order of Final Approval by the Court of this Stipulation of Settlement, and except as to such rights or claims as may be created by this Stipulation of Settlement, each PAGA Member releases Defendants, and each of their respective parent companies, subsidiaries, affiliates, joint ventures, predecessors, successors, and related parties and all of their past and present directors, officers, shareholders, members, managers, joint employers, co-employers, integrated enterprises, representatives, employees, attorneys, insurance, and anyone else acting for any of them ("Released Parties"). PAGA Members, on behalf of themselves, their heirs, spouses, executors, administrators, attorneys, agents and assigns, fully and finally release and discharge the Released Parties from all PAGA claims, rights, demands, liabilities and causes of action of any nature or description, including any such claims, whether known or unknown, that were litigated in the Action against Defendants or could have been litigated based on the facts and circumstances alleged in the Action against Defendants. The claims released under this paragraph shall include, but not necessarily be limited to: all claims and/or causes of action occurring during the PAGA Period that were or could have been pled based on the facts alleged in the operative class action and PAGA complaint and amendments, PAGA notice letters and amendments, and administrative claims, whether known or unknown, for penalties under the Labor Code Private Attorneys General Act of 2004. This release expressly excludes claims for vested benefits, wrongful termination, unemployment

insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period, as well as any damages, restitution, disgorgement, civil penalties, statutory penalties, taxes, interest or attorneys' fees or costs resulting therefrom. This release expressly excludes claims for vested benefits, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the PAGA claims outside of the PAGA Period. This release and waiver, however, shall be conditional on the full payment of the Gross Settlement Amount necessary to fund all payment obligations as described herein.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Net Settlement Amount will be distributed to Class Members on a pro rata basis, with those who signed Releases receiving approximately one fifth of the amount to be received by those who did not sign Releases. Thirty percent (30%) of each payment will be allocated to wages (W-2) and seventy percent (70%) of each payment will be allocated to interest, penalties, and other non-wages (Form 1099).
2. Individual PAGA Payments. The allocation to the aggrieved employees of \$2,500.00 will be distributed on a pro rata basis depending on the number of workweeks each aggrieved employee worked during the PAGA period.
3. Workweek Challenges. The number of Class Workweeks you worked during the Class Period, as recorded in Command's records, are stated in the first page of this Notice. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Command's calculation of Workweeks based on Command's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Command's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a

simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Command are asking the Court to approve. Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action and include your name, current address, telephone number, and approximate dates of employment and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can but don't have to attend the **Final Approval Hearing** on _____ at _____ (time) _____ in Department 15 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect. It's possible the Court will reschedule the Final Approval Hearing. You can check the court website or contact Class Counsel to verify.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Command and Plaintiff have promised to do under the proposed Settlement. You can or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>) and entering the Case Number for the Action, Case No. 23STCV18574.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorney:	Adam Rose
Email Address:	adam@frontierlawcenter.com
Name of Firm:	Frontier Law Center
Mailing Address:	6200 Canoga Ave., Suite 470, Woodland Hills, CA 91367
Telephone:	(818) 914-3433

Settlement Administrator:

Name of Company:	CPT Group
Email Address:	info@cptgroup.com
Mailing Address:	50 Corporate Park, Irvine, CA 92606
Telephone:	(800) 542-0900
Fax Number:	(949) 419-3446

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.