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Attorney for Defendant

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA

ADILIA RODRIGUEZ, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

SEGURA ENTERPRISES, INC. DBA SEGURA
SECURITY SERVICES, a California
corporation; and DOES 1 through 100, inclusive;

Defendants.

) Case No.: 22CV04313

)
) Assigned For All Purposes to:
) Honorable Jed Beebe
) Department 4

) **JOINT STIPULATION AND SETTLEMENT**
) **AGREEMENT**

) Complaint Filed: November 2, 2022
) Trial Date None Set

1 **JOINT STIPULATION AND SETTLEMENT AGREEMENT**

2 This Joint Stipulation and Settlement Agreement (“Agreement” or “Stipulation of Settlement”
3 or “Settlement”) is made and entered into by and between Plaintiffs Adilia Rodriguez and Paris Drake
4 (“Plaintiffs,” “Class Representatives,” “Plaintiff Rodriguez,” and “Plaintiff Drake”), individually and
5 on behalf of other members of the general public similarly situated and/or other aggrieved employees,
6 on the one hand, and Defendant Segura Enterprises, Inc. dba Segura Security Services (“Defendant”),
7 on the other hand (collectively, known as the “Parties”).

8 Subject to approval of the Court pursuant to the Rules of Court, this Stipulation of Settlement
9 shall be binding on Plaintiffs, Class Counsel, the Class, aggrieved employees (including the State of
10 California as their representative), and Defendant, along with the other Released Parties, subject to the
11 terms and conditions hereof and the approval of the Court.

12 **RECITALS**

13 1. On November 2, 2022, Plaintiff Rodriguez, a former employee of Defendant, filed a
14 wage-and-hour class action lawsuit in the Superior Court of California, County of Santa Barbara,
15 alleging violations of: (a) Labor Code sections 510 and 1198 (unpaid overtime); (b) Labor Code
16 sections 226.7 and 512(a) (unpaid meal period premiums); (c) Labor Code section 226.7 (unpaid rest
17 period premiums); (d) Labor Code sections 1194 and 1197 (unpaid minimum wages); (e) Labor Code
18 sections 201 and 202 (final wages not timely paid); (f) Labor Code section 226(a) (non-compliant
19 wage statements); (g) Labor Code sections 2800 and 2802 (unreimbursed business expenses); and (h)
20 Business & Professions Code section 17200, *et seq.*

21 2. On August 2, 2023, Plaintiff Drake, another former employee of Defendant, provided
22 written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant
23 of the specific provisions of the Labor Code she contends were violated and the theories supporting
24 her contentions. Plaintiffs believe that on or about October 6, 2023, the sixty-five (65) day notice
25 period expired, and the LWDA did not take any action to investigate or prosecute this matter.

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1 3. After engaging in discovery, investigations, and negotiations, the Parties remotely
2 attended mediation with the mediator Steve Serratore on September 19, 2023, resulting in the Parties
3 reaching a tentative settlement, subject to the Court’s approval.

4 4. In line with the settlement, Plaintiff Rodriguez filed a First Amended Complaint that:
5 (a) adjusted the “Class” definition; (b) added Plaintiff Drake as a named plaintiff; and (c) added a
6 cause of action for violation of Labor Code section 2698, *et seq.* (Private Attorneys General Act of
7 2004 (“PAGA”)).

8 5. Defendant denies all material allegations set forth in this action and has asserted
9 numerous affirmative defenses. Nonetheless, in the interest of avoiding further litigation, Defendant
10 desires to settle all actual or potential claims fully and finally by the Class and aggrieved employees.

11 6. Plaintiffs’ counsel in the Action, Justice Law Corporation (“Class Counsel”), diligently
12 investigated the Class’s claims against Defendant, including all applicable defenses and applicable
13 law. The investigation included, *inter alia*, exchanging information pursuant to discovery, reviewing
14 of numerous corporate policies and practices, and reviewing time and wage data of numerous
15 employees in the Class.

16 7. The settlement discussions during and after mediation were conducted at arm’s-length
17 and this Stipulation of Settlement is the result of an informed and detailed analysis of Defendant’s
18 total potential liability exposure in relation to the costs and risks associated with continued litigation.

19 8. Based on the data produced as well as Class Counsel’s own independent investigation
20 and evaluation, Class Counsel believes the settlement with Defendant for the consideration and on the
21 terms set forth in this Stipulation of Settlement is fair, reasonable, and adequate and is in the best
22 interest of the Class and aggrieved employees considering all known facts and circumstances.

23 9. This Stipulation of Settlement is made and entered by and between Plaintiffs
24 individually, and on behalf of all other members of the general public similarly situated, aggrieved
25 employees, and Defendant, and is subject to the terms and conditions hereof, and to the Court’s
26 approval. The Parties expressly acknowledge this Stipulation of Settlement is entered solely for the
27 purpose of compromising significantly disputed claims and that nothing herein is an admission of
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liability or wrongdoing by Defendant. If for any reason this Stipulation of Settlement is not approved, it will be of no force or effect.

DEFINITIONS

The following definitions are applicable to this Stipulation of Settlement. Definitions contained elsewhere in this Stipulation of Settlement will also be effective:

10. “Action” means the lawsuit in the matter entitled *Rodriguez v. Segura Enterprises, Inc. dba Segura Security Services* (Case Number 22CV04313) filed on November 2, 2022 in the Superior Court of California, County of Santa Barbara.

11. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Court for Class Counsel’s litigation and resolution of this Action, and all litigation costs and expenses incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs and expenses associated with mediation, documenting the Settlement, securing the Court’s approval of the Settlement, obtaining entry of a Judgment terminating this Action, and expenses for any experts. Class Counsel will collectively request attorneys’ fees not to exceed \$70,000 (35% of the Maximum Settlement Amount). Class Counsel will also request reimbursement of Class Counsel’s litigation costs and expenses, not to exceed \$20,000. For any Attorneys’ Fees and Costs approved by the Court, the Claims Administrator may purchase an annuity to utilize US treasuries and bonds or other attorney fee deferral vehicles for Class Counsel. Defendant has agreed not to oppose Class Counsel’s request for fees and reimbursement of costs and expenses as set forth above. Any portion of the Attorneys’ Fees and Costs that are not awarded to Class Counsel will be a part of the Net Settlement Amount, for distribution in conformity with this Agreement.

12. “Claimants” means all Class Members who submit timely and valid Claim Forms for participation in the Class Action Settlement.

13. “Claim Form” means the document, substantially in the form attached as **Exhibit B**, Class Members must complete and postmark by the Response Deadline (as defined below) to receive a proportional share of the Net Settlement Amount in the form of an Individual Settlement Payment.

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14. “Claims Administrator” means ILYM Group, Inc., a third-party class action settlement claims administrator agreed to by the Parties and approved by the Court for purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Claims Administrator or otherwise have a relationship with the Claims Administrator that could create a conflict of interest.

15. "Claims Administration Costs" means the costs payable from the Maximum Settlement Amount to the Claims Administrator for administering this Settlement, including, but not limited to: (a) printing, distributing, and tracking documents for this Settlement; (b) calculating settlement payments; (b) tax reporting; (c) distributing the appropriate settlement amounts to the appropriate persons and entities; (d) providing necessary reports and declarations; and (e) performing other duties and responsibilities set forth herein to process this Settlement and as requested by the Parties. The Claims Administration Costs are currently estimated not to exceed \$15,000. Any portion of the Claims Administration Costs that are not awarded to the Claims Administrator will be a part of the Net Settlement Amount, for distribution in conformity with this Agreement.

16. “Class Counsel” means Justice Law Corporation, which will seek to be appointed counsel for the Class.

17. “Class Lists” mean a complete list of all Class Members within the Class that Defendant will diligently and in good faith compile from its records and provide only to the Claims Administrator. Defendant will diligently and in good faith request records from third-party staffing agencies, to compile the Class List but cannot warrant the timeliness or accuracy of third-party data. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class Member’s: (a) full name; (b) most recent mailing address and telephone number; (c) Social Security Number; (d) dates of employment as an hourly-paid or non-exempt employee in California; and (e) other relevant information needed to calculate their settlement payments.

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1 18. "Class Member(s)" or "Class" means all current and former hourly-paid or non-exempt
2 employees of Defendant within the State of California at any time during the Class Period. It is
3 estimated there are approximately 301 Class Members who worked a total of approximately 19,000
4 Workweeks.

5 19. "Class Period" means the period from November 2, 2018, through November 20, 2023.

6 20. "Class Representative Enhancement Payments" means the amounts to be paid to
7 Plaintiffs in recognition of their efforts and work in prosecuting the Action on behalf of the Class
8 Members. The Parties agree Plaintiffs will each be paid up to \$5,000 (totaling \$10,000) from the
9 Maximum Settlement Amount for their services on behalf of the Class, subject to the Court granting
10 final approval of this Stipulation of Settlement. Any portion of the Class Representative Enhancement
11 Payments that are not awarded to Plaintiffs will be a part of the Net Settlement Amount, for
12 distribution in conformity with this Agreement.

13 21. "Court" means the Superior Court of California, County of Santa Barbara.

14 22. "Defendant" means Segura Enterprises, Inc. dba Segura Security Services.

15 23. "Defendant's Counsel" means counsel for Defendant who are:

16 Shannon R. Finley, Esq.

17 Greg Feldman, Esq.

18 **PETTIT KOHN INGRASSIA LUTZ & DOLIN PC**

19 5901 West Century Boulevard, Suite 1100

20 Los Angeles, California 90045

21 Telephone: (310) 649-5772

22 Facsimile: (310) 649-5777

23 24. "Effective Date" means the date on which the settlement embodied in this Stipulation
24 of Settlement shall become effective after all of the following events have occurred: (a) this
25 Stipulation of Settlement has been executed by all Parties and by their counsel; (b) Court has given
26 preliminary approval to the Settlement; (c) notice has been given to the Class Members, providing
27 them with an opportunity to object to the terms of the Stipulation of Settlement or to opt out of the
28 Stipulation of Settlement by filing a Request for Exclusion (as defined below); and (d) (i) in the event
the Court has held a final approval hearing and, having heard no objections to the Settlement, entered
a final order and judgment certifying the Class and approving this Stipulation of Settlement; or (ii) in

the event that there are written objections filed prior to the final approval hearing that are not later withdrawn or denied, the later of the following events: (1) five (5) calendar days after the period for filing any appeal, writ, or other appellate proceeding opposing the Court's final Order approving the Stipulation of Settlement has elapsed without any appeal, writ, or other appellate proceeding having been filed; or (2) if any appeal, writ, or other appellate proceeding opposing the Court's final Order approving the Stipulation of Settlement has been filed, five (5) calendar days after any appeal, writ, or other appellate proceedings opposing the Stipulation of Settlement has been finally and conclusively dismissed with no right to pursue further remedies or relief.

25. "Individual Settlement Payment" means each Claimant's share of the Net Settlement Amount.

26. "Maximum Settlement Amount" means the maximum settlement amount of up to \$200,000 to be paid by Defendant in full satisfaction of all claims arising from the Action, which includes all Individual Settlement Payments, Class Representative Enhancement Payments, Claims Administration Costs, Attorneys' Fees and Costs, and PAGA Payment. The Maximum Settlement Amount has been agreed to by Plaintiffs and Defendant based on the aggregation of the agreed-upon settlement value of individual claims. In no event will Defendant be liable for more than the Maximum Settlement Amount aside from the Escalator Clause being triggered.

27. "Net Settlement Amount" means the portion of the Maximum Settlement Amount remaining after deduction of the approved Class Representative Enhancement Payments, Claims Administration Costs, PAGA Payment, and Attorneys' Fees and Costs. The Parties agree the amount distributed to the Claimants will equal at least fifty percent (50%) of the Net Settlement Amount. If the total Individual Settlement Payments to the Claimants would equal less than fifty percent (50%) of the Net Settlement Amount, the Claims Administrator will proportionately increase the Individual Settlement Payment for each Claimant to ensure that total Individual Settlement Payments equal fifty percent (50%) of the Net Settlement Amount. Any unclaimed amounts above fifty percent (50%) of the Net Settlement Amount will be the exclusive property of Defendant.

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1 28. “Notice of Class Action Settlement” means the Court approved notice to be mailed to
2 Class Members in English in the form, without material variation, attached as **Exhibit A** and
3 incorporated by reference into this Stipulation of Settlement.

4 29. “Notice of Objection” or “Objection” means a Class Member’s valid and timely written
5 objection to this Stipulation of Settlement. For the Notice of Objection to be valid, it must include: (a)
6 objector’s full name, signature, address, and telephone number, (b) written statement of all grounds
7 for the objection accompanied by any legal support for such objection, (c) clear reference to the title
8 of this case and case number, and (d) copies of any papers, briefs, or other documents upon which the
9 objection is based.

10 30. “Notice Packet” means the Notice of Class Action Settlement and Claim Form.

11 31. “PAGA Aggrieved Employee” means all current and former hourly-paid or non-exempt
12 employees of Defendant within the State of California at any time during the PAGA Period. It is
13 estimated there are approximately 90 PAGA Aggrieved Employees who worked a total of
14 approximately 1,600 pay periods.

15 32. “PAGA Payment” means the amount of \$10,000, which the Parties have agreed to
16 allocate for penalties pursuant to PAGA. The Parties have agreed the PAGA Payment will be paid out
17 of the Maximum Settlement Amount. Pursuant to PAGA, seventy-five percent (75%) of the PAGA
18 Payment (\$7,500) will be paid to the LWDA, and twenty-five percent (25%) of the PAGA Payment
19 (\$2,500) will be distributed, pro rata, based on weeks worked to all PAGA Aggrieved Employees.

20 33. “PAGA Period” means the period from August 2, 2022, through November 20, 2023.

21 34. “Parties” means Plaintiffs and Defendant.

22 35. “Plaintiffs” means Plaintiff Rodriguez and Plaintiff Drake.

23 36. “Preliminary Approval” means the Court order granting preliminary approval of this
24 Stipulation of Settlement.

25 37. “Qualified Settlement Fund” or “QSF” means a fund within the meaning of Treasury
26 Regulations section 1.46B-1, 26 C.F.R. section 1.468B-1 *et seq.* that is established by the Claims
27 Administrator for the benefit of Claimants, Plaintiffs, and Class Counsel.

1 38. “Released Claims” as it pertains to Class Members include, but are not limited to,
2 statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs,
3 penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution,
4 or equitable relief, for the following categories of allegations: (a) all claims for failure to pay wages
5 for hours worked, including, but not limited to, claims for failure to pay overtime wages at the
6 appropriate regular rate or for all overtime hours worked and claims for off-the-clock work; (b) all
7 claims for failure to pay the minimum wage in accordance with applicable law, including, but not
8 limited to, claims for off-the-clock work; (c) all claims for the failure to provide meal and/or rest
9 periods in accordance with applicable law, including payments for missed, short, or late meal and/or
10 rest periods and alleged non-payment of wages or premium pay for meal periods and rest periods
11 worked and not taken; (d) all claims for failure to reimburse business expenses; and (e) any and all
12 claims for recordkeeping or pay stub violations, waiting time penalties and all other statutory
13 penalties, including those recoverable under the Unfair Competition Act, Business & Professions
14 Code section 17200 *et seq.*, Code of Civil Procedure section 1021.5; and any other provision of the
15 Labor Code, including, but not limited to, Labor Code section 2698 *et seq.* or any applicable Industrial
16 Welfare Commission Wage Orders, in all their iterations.

17 39. “Released Claims Period” means the period from November 2, 2018, through
18 November 20, 2023.

19 40. “Released Parties” means Defendant and its parents, subsidiaries, officers, employees,
20 successors, assigns, insurers, and attorneys, etc.

21 41. “Request for Exclusion” means a timely letter submitted by a Class Member indicating
22 a request to be excluded from the Settlement. The Request for Exclusion must: (a) be signed by the
23 Class Member; (b) contain the name, address, telephone number, and last four digits of the Social
24 Security Number of the Class Member requesting exclusion; (c) clearly state the name of this case, the
25 case number, and that the Class Member does not wish to be included in the Settlement; (d) be
26 returned by mail to the Claims Administrator at the specified address and/or facsimile number; and (e)
27 be postmarked on or before the Response Deadline. The date of the postmark on the return mailing
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envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A Class Member who does not timely request exclusion from the Settlement (“Settlement Class Members”) will be bound by all terms of the Settlement if it is granted final approval.

42. “Response Deadline” means the deadline by which Class Members must postmark to the Claims Administrator valid Claim Forms, Requests for Exclusion, Notices of Objection, or written disputes regarding the Settlement. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Notice Packet by the Claims Administrator, unless the forty-fifth (45th) day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline for Claim Forms, Requests for Exclusion, Notices of Objection, or written disputes regarding the Settlement will be extended by fourteen (14) calendar days for any Class Member who is re-mailed a Notice Packet by the Claims Administrator, unless the fourteenth (14th) day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between the Parties. Under no circumstances will the Claims Administrator have the authority to extend the deadline for Class Members to submit a Claim Form, Request for Exclusion, Notice of Objection, or written disputes regarding the Settlement.

43. “Workweeks” means the number of weeks of employment that a Class Member worked for Defendant as an hourly-paid or non-exempt employee in California at any time during the Class Period. The Claims Administrator will calculate the number of Workweeks by calculating the number of days each Class Member was employed during the Class Period, dividing by seven (7), and rounding up or down to the nearest whole number, as appropriate (for example, 7.50 would round to 8; 7.49 would round to 7). Each Claimant shall be entitled to payment for at least one (1) Workweek.

44. “Workweek Value” means the value of each compensable Workweek, as determined by the formula set forth herein.

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1 **CLASS CERTIFICATION**

2 45. Solely for purposes of settling the Action, and not for purposes of class certification
3 should the matter not be settled or for any other reason, the Parties stipulate and agree that the
4 requisites for establishing class certification with respect to the Class have been met and are met. The
5 Parties stipulate and agree that:

6 a. The Class is ascertainable and so numerous as to make it impracticable to join all
7 Class Members;

8 b. There are common questions of law and fact including, but not limited to:

- 9 i. Whether Defendant properly compensated Class Members;
10 ii. Whether Defendant failed to provide meal and rest breaks;
11 iii. Whether Defendant failed to pay penalties for missed meal and/or rest
12 breaks;
13 iv. Whether Defendant failed to provide Class Members compliant wage
14 statements;
15 v. Whether Defendant failed to timely pay Class Members their final wages;
16 vi. Whether Defendant engaged in unfair business practices affecting the
17 Class; and
18 vii. Whether Plaintiffs and the Class they purport to represent are entitled to
19 injunctive and/or declaratory relief.

20 46. Should this Settlement not be approved or be terminated, these stipulations shall be null
21 and void and shall not be admissible for any purpose.

22 47. Plaintiffs' claims are typical of the claims of the Class Members. If this Settlement is
23 not be approved or be terminated, this stipulation shall be null and void and shall not be admissible for
24 any purpose.

25 48. Plaintiffs and Class Counsel will fairly and adequately protect the interests of the Class.
26 Should this Settlement not be approved or be terminated, this stipulation shall be null and void and
27 shall not be admissible for any purpose.

49. The prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct. If this Settlement is not approved or terminated, this stipulation shall be null and void and shall not be admissible for any purpose.

50. Plaintiffs believe that questions of law and fact common to the Class Members predominate over any questions affecting any individual Class Member, and a class action is superior to other available means for the fair and efficient adjudication of the controversy.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

51. Funding of the Maximum Settlement Amount. Within seven (7) calendar days of the Effective Date, the Claims Administrator will provide the Parties with an accounting of the amounts to be paid by Defendant pursuant to the Settlement. Within one hundred eighty (180) calendar days of the Effective Date, Defendant will deposit all Court-approved costs, fees, payments, and claim amounts from the Maximum Settlement Amount into the QSF account.

52. Payment Schedule for All Settlement Payments. Within seven (7) calendar days of Defendant funding the Maximum Settlement Amount, the Claims Administrator will calculate all payments due under the Settlement. Within fourteen (14) calendar days of Defendant funding the Maximum Settlement Amount, all payments due under the Settlement will be sent out to the appropriate persons and entities. Within fourteen (14) calendar days of Defendant funding the Maximum Settlement Amount, Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to the respective Claimant's last known mailing address.

53. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Class Counsel for Attorneys' Fees and Costs of not more than \$70,000 (35% of the Maximum Settlement Amount), plus the reimbursement of costs and expenses associated with Class Counsel's litigation and settlement of the Action not to exceed \$20,000, both of which will be paid from the Maximum Settlement Amount. Any Attorneys' Fees and Costs awarded by the Court shall

not constitute payment to any Class Member(s). To the extent that the Court approves less than the amount of attorney's fees and/or costs that Class Counsel requests, the difference will be reallocated to the Net Settlement Amount. Except for the Attorneys' Fees and Costs set forth in this Agreement, the Parties agree to bear their own attorneys' fees and costs related to this Action. In consideration of their awarded Attorneys' Fees and Costs, Class Counsel waives all claims to any further attorneys' fees and expenses in connection with the Settlement.

54. Class Representative Enhancement Payments. In recognition of Plaintiffs' effort and work in prosecuting the Action on behalf of Class Members, and in exchange for a full release of all known and unknown claims, Defendant agrees not to oppose or impede any application or motion for Class Representative Enhancement Payments of up to \$5,000 to each Plaintiff (totaling \$10,000). The Class Representative Enhancement Payments will be paid from the Maximum Settlement Amount and shall not constitute payment to any Claimant(s) (other than Plaintiffs). To the extent that the Court approves less than the amount of the Class Representative Enhancement Payments that Class Counsel requests, the difference will be reallocated to the Net Settlement Amount. Because it is the intent of the Parties that the Class Representative Enhancement Payments represent payment to Plaintiffs for their services to the Class Members, and not wages, the Settlement Administrator will not withhold any taxes from the Class Representative Enhancement Payments. The Claims Administrator will issue an IRS Form 1099 for the Class Representative Enhancement Payments to Plaintiffs, and Plaintiffs shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received.

54(a) General Release by Class Representatives. As a condition of the class action settlement, Plaintiffs shall separately release the Released Parties from the following: any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against the Released Parties, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or contract, whether known or unknown, and

whether anticipated or unanticipated, including all unknown claims covered by Civil Code section 1542, by Plaintiffs, arising at any time up to and including the date on which the Court enters the Order of Final Approval, for any type of relief, including, without limitation, claims for wages, premium and other forms of pay, unpaid/unreimbursed costs, penalties (including waiting time penalties and wage statement penalties), general damages, compensatory damages, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. Plaintiffs' releases include, but are not limited to, the Released Claims as well as any other claims under any provision of the Fair Labor Standards Act ("FLSA"), Labor Code, any applicable Industrial Welfare Commission Wage Orders, any city or county Living Wage Ordinances, and claims under state or federal discrimination statutes, including, without limitation, Government Code, Unruh Civil Rights Act, Civil Code, California Constitution, Business and Professions Code, including, but not limited to, section 17200 *et seq.*, United States Constitution, Age Discrimination in Employment Act ("ADEA") and Older Workers Benefit Protection Act, Uniformed Services Employment and Reemployment Rights Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. section 2000 *et seq.*, Family and Medical Leave Act, to the extent not prohibited by law, Americans with Disabilities Act, 42 U.S.C. sections 12101 *et seq.*, and Employee Retirement Income Security Act of 1974, 29 U.S.C. section 1001 *et seq.*, and all their implementing regulations and interpretive guidelines. As a condition to this Settlement, Plaintiffs will provide or have provided a full and general release of all known and unknown claims, including, but not limited to, all claims alleged or reasonably could have been alleged in the Action.

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54(b) Waiver of California Civil Code Section 1542. Plaintiffs waive the benefit of the provision of section 1542 of the Civil Code of the State of California, which provides as follows:

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

55. Claims Administration Costs. The Claims Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Maximum Settlement Amount, which is currently estimated not to exceed \$15,000. These costs, which will be paid from the Maximum Settlement Amount, will include, *inter alia*: (a) printing, distributing, and tracking documents for this Settlement; (b) calculating settlement payments; (b) tax reporting; (c) distributing the appropriate settlement amounts to the appropriate persons and entities; (d) providing necessary reports and declarations; and (e) performing other duties and responsibilities set forth herein to process this Settlement and as requested by the Parties. Any portion of the Claims Administration Costs not awarded to the Claims Administrator will be reallocated to the Net Settlement Amount.

55(a) Acknowledgement of Potential Administration Cost Increase. The Parties acknowledge that Claims Administration Costs may increase above the current estimate of \$15,000 and that any such additional Claims Administration Costs will be taken out of the Maximum Settlement Amount. Any portion of the estimated or designated Claims Administration Costs which are not in fact required to fulfill the total Claims Administration Costs will flow through to the Net Settlement Amount.

56. PAGA Payment. Subject to Court approval, the Parties agree that the amount of \$10,000 from the Maximum Settlement Amount will be designated for satisfaction of the PAGA Aggrieved Employees' PAGA claims. Pursuant to PAGA, seventy-five percent (75%) of the PAGA Payment (\$7,500) will be paid to the LWDA, and twenty-five percent (25%) of the PAGA Payment

1 (\$2,500) will be distributed, pro rata, based on weeks worked to all PAGA Aggrieved Employees.

2 56(a) The Claims Administrator will calculate the total number of Workweeks worked
3 by each individual PAGA Aggrieved Employee to determine the total number of
4 Workweeks worked by all PAGA Aggrieved Employees ("Total PAGA
5 Workweeks") during the PAGA Period. Defendant shall provide the Claims
6 Administrator such information as is necessary to calculate the individual
7 PAGA Aggrieved Employee's Workweeks and Total PAGA Workweeks.

8 56(b) To determine each PAGA Aggrieved Employee's estimated portion of the
9 PAGA Payment, the Claims Administrator will use the following formula:
10 estimated individual PAGA Payment = $(\$2,500 \div \text{Total PAGA Workweeks}) \times$
11 individual Workweeks for each individual PAGA Aggrieved Employee. The
12 portion of the PAGA Payment paid to PAGA Aggrieved Employees shall be
13 designated as one hundred percent (100%) penalties, for which an IRS Form
14 1099 will be issued.

15 57. Net Settlement Amount. The Net Settlement Amount will be used to satisfy Individual
16 Settlement Payments to Claimants in accordance with the terms of this Agreement. If the total
17 Individual Settlement Payments to the Claimants would equal less than fifty percent (50%) of the Net
18 Settlement Amount, the Claims Administrator will proportionately increase the Individual Settlement
19 Payment for each Claimant to ensure that total Individual Settlement Payments equal fifty percent
20 (50%) of the Net Settlement Amount. Any unclaimed amounts above fifty percent (50%) of the Net
21 Settlement Amount will be the exclusive property of Defendant.

22 58. Individual Settlement Payment Calculations. Individual Settlement Payments will be
23 calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a
24 Class Member worked during the Class Period. Specific calculations of Individual Settlement
25 Payments will be made as follows:

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1 58(a) The Claims Administrator will calculate the total number of Workweeks worked
2 by each individual Class Member (“Individual Workweeks”) to determine the
3 total number of Workweeks worked by all Class Members (“Class Workweeks”)
4 during the Class Period. Defendant shall provide the Claims Administrator such
5 information to calculate the Individual Workweeks and Class Workweeks.

6 58(b) To determine each Class Member’s estimated Individual Settlement Payment,
7 the Claims Administrator will use the following formula: estimated Individual
8 Settlement Payment = (Net Settlement Amount ÷ Class Workweeks) x
9 Individual Workweeks for each individual Class Member.

10 58(c) If the total Individual Settlement Payments to the Claimants would equal less
11 than fifty percent (50%) of the Net Settlement Amount, the Claims
12 Administrator will proportionately increase the Individual Settlement Payment
13 for each Claimant to ensure that total Individual Settlement Payments equal fifty
14 percent (50%) of the Net Settlement Amount.

15 58(d) The Individual Settlement Payment will be reduced by any required deductions
16 for each Claimant as set forth herein, including employee-side tax and
17 withholdings with respect to wage portion of Individual Settlement Payments.

18 59. Individual Settlement Payments Do Not Trigger Additional Benefits. All Individual
19 Settlement Payments to Class Members shall be deemed to be paid to such Class Members solely in
20 the year in which such payments actually are received by the Class Members. It is expressly
21 understood and agreed that the receipt of such Individual Settlement Payments will not entitle any
22 Class Member to additional compensation or benefits under any company bonus, contest or other
23 compensation or benefit plan or agreement in place during the period covered by the Settlement, nor
24 will it entitle any Class Member to any increased retirement, 401K benefits or matching benefits, or
25 deferred compensation benefits. It is the intent of this Settlement that the Individual Settlement
26 Payments provided for in this Settlement are the sole payments to be made by Defendant to the Class
27 Members, and that the Class Members are not entitled to any new or additional compensation or
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benefits as a result of having received the Individual Settlement Payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

60. Claims Administration Process. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

61. Delivery of the Class List(s). Within thirty (30) calendar days of Preliminary Approval, Defendant will provide the Class List(s) to the Claims Administrator.

62. Notice by First-Class U.S. Mail. Prior to mailing, the Claims Administrator will perform a National Change of Address Database ("NCOA") check, such as provided by Experian or any other similar services available, for information to update and correct for any known or identifiable address changes. Within fourteen (14) calendar days of receiving the Class List(s), the Claims Administrator will mail a Notice Packet to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses available.

63. Confirmation of Contact Information in the Class List. Any Notice Packets returned to the Claims Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Claims Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the Claims Administrator will promptly attempt to determine the correct address using a skip-trace and will then perform a single re-mailing within five (5) calendar days after return of the Notice Packet. Those Class Members who receive a re-mailed Notice Packet, whether by skip-trace or by request, have an additional fourteen (14) calendar days to postmark a Claim Form, Request for Exclusion, Notice of Objection, or written dispute regarding the Settlement.

64. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet will provide: (a) information regarding the nature of the Action; (b) summary of the Settlement's principal terms; (c) Class definition; (d) total number of Workweeks each Class Member worked for Defendant during the Class Period; (e) each Class Member's estimated Individual Settlement Payment

1 and formula for calculating their Individual Settlement Payments; (f) dates which comprise the Class
2 Period; (g) instructions on how to submit valid Claim Forms, Requests for Exclusion, Notices of
3 Objection, or written disputes regarding Workweeks; (h) requirements relating to, and deadlines by
4 which the Class Member must submit Claim Forms, Requests for Exclusions, Notices of Objection,
5 and written disputes regarding Workweeks; (i) claims to be released, as set forth herein; and (j) date
6 and time of the final approval hearing.

7 65. Claim Form Procedures. To receive Individual Settlement Payments, all Class
8 Members will be required to submit a timely and valid Claim Form within the Response Deadline. All
9 Claim Forms must be signed and returned to the Claims Administrator via first class mail and
10 postmarked by the Response Deadline. The date of the postmark on the return mailing envelope will
11 be the exclusive means to determine whether a Claim Form has been timely submitted. The Claims
12 Administrator will compile a list of Claim Forms rejected for: (a) failure to cure an unsigned Claim
13 Form; or (b) late submission of the Claim Form. As to the Class Members on that rejected claim list,
14 any Class Member who requests, in a signed letter, to receive payment in the Settlement will be
15 treated like a Claimant if that written request is received by the Effective Date.

16 66. Disputed Information on Notice Packets. Class Members may dispute the information
17 provided in their Notice Packets and must do so in writing via first class mail, and the dispute must be
18 postmarked within the Response Deadline. To the extent Class Members dispute the number of
19 Workweeks to which they have been credited or the amount of their Individual Settlement Payment,
20 Class Members must produce evidence to the Claims Administrator showing that such information is
21 inaccurate. Absent evidence rebutting Defendant's records, Defendant's records will be presumed
22 determinative. If a Class Member produces evidence to the contrary, the Parties will evaluate the
23 evidence submitted by the Class Member and will make the final decision as to the number of eligible
24 Workweeks that should be applied and/or Individual Settlement Payment to which the Class Member
25 may be entitled. If the Parties cannot resolve the dispute, the Claims Administrator will be the final
26 arbiter of the Workweeks for each Class Member during the Class Period.

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1 67. Request for Exclusion Procedures. Any Class Member wishing to opt out from this
2 Stipulation of Settlement must sign and return a written Request for Exclusion to the Claims
3 Administrator via first class mail within the Response Deadline. The date of the postmark on the
4 return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has
5 been timely submitted. All Requests for Exclusion will be submitted to the Claims Administrator, who
6 will certify jointly the Requests for Exclusion that were timely submitted to the Parties' counsel.
7 PAGA Aggrieved Employees cannot exclude themselves from the PAGA portion of the settlement.

8 68. Objection Procedures. To object to this Stipulation of Settlement, a Class Member
9 must file a valid Notice of Objection with the Court and serve copies of the Notice of Objection to the
10 Parties within the Response Deadline. The Notice of Objection must be signed by the Class Member
11 and contain all information required by this Stipulation of Settlement. The postmark date of the filing
12 and service will be deemed the exclusive means for determining that the Notice of Objection is timely.
13 Class Members who fail to object in the specific and technical manner specified above will be deemed
14 to have waived all objections to the Settlement and will be foreclosed from making any objections and
15 seeking any adjudication or review, whether by appeal or otherwise, to this Stipulation of Settlement.
16 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class
17 Members to submit written objections to this Stipulation of Settlement or appeal from the Order and
18 Judgment. However, Class Counsel, Defendant's Counsel, and Defendant may respond to inquiries
19 from Class Members with truthful information. Class Counsel will not represent any Class Members
20 with respect to any such objections to this Settlement.

21 69. Defective Submissions. If a Class Member's Claim Form or Request for Exclusion is
22 defective as to the requirements listed herein, that Class Member will be given an opportunity to cure
23 the defect(s). The Claims Administrator will mail the Class Member a cure letter within three (3)
24 calendar days of receiving the defective submission to advise the Class Member that his or her
25 submission is defective and that the defect must be cured to render the Claim Form or Request for
26 Exclusion valid. The Class Member will have ten (10) calendar days from the date of the cure letter to
27 postmark a revised Claim Form or Request for Exclusion. If a Class Member responds to a cure letter
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1 by filing a defective claim, then the Claims Administrator will have no further obligation to give
2 notice of a need to cure. If the revised Claim Form or Request for Exclusion is not postmarked within
3 that period, it will be deemed untimely.

4 70. Settlement Terms Bind All Class Members Who Do Not Opt Out. Settlement Class
5 Members will be bound by all its terms, including those pertaining to the Released Claims, as well as
6 any Judgment that may be entered by the Court if it grants final approval of the Settlement.

7 71. Reminders. Not earlier than twenty (20) calendar days or later than thirty (30) calendar
8 days after the initial mailing, the Claims Administrator will send a Reminder Postcard to all Class
9 Members who have not returned a Claim Form or Request for Exclusion. All Reminder Postcards will
10 include the Response Deadline and contact information for Class Counsel and Claims Administrator.

11 72. Certification Reports Regarding Individual Settlement Payment Calculations. The
12 Claims Administrator will provide the Parties' counsel a weekly report which certifies: (a) number of
13 Class Members who have submitted Claim Forms; (b) number of Claimants; (c) number of Class
14 Members who have submitted valid Requests for Exclusion; (d) then current amount and percentage
15 of the Net Settlement Amount claimed by Claimants; and (e) whether any Class Member has
16 submitted a challenge to any information contained in their Claim Form or Notice Packet. The Claims
17 Administrator will also provide to the Parties' counsel any updated reports regarding the
18 administration of this Stipulation of Settlement as needed or requested.

19 73. Unclaimed Funds from the Net Settlement Amount. After all Individual Settlement
20 Payments have been made, any remaining or unclaimed funds from the Net Settlement Amount above
21 fifty percent (50%) shall remain the property of the Defendant.

22 74. Payroll Taxes. Any and all applicable employer-side payroll taxes relating to the
23 portion of the Individual Settlement Payments paid as wages shall be paid separate from and in
24 addition to the Maximum Settlement Amount.

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75. Uncashed Settlement Checks. Any checks issued by the Claims Administrator to Claimants will be negotiable for at least one hundred twenty (120) calendar days. Those funds represented by settlement checks returned as undeliverable and those settlement checks remaining uncashed for more than one hundred twenty (120) calendar days after their issuance will be transmitted to California Controller's Unclaimed Property Fund in the name of the Claimant.

76. Certification of Completion. Within five (5) calendar days after the Response Deadline, the Claims Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties. The declaration will include any attempts to obtain valid mailing addresses for and re-sending of any returned Notice Packets, as well as the number of valid and timely exclusions and objections that the Claims Administrator received.

77. Administration Costs if Settlement Fails or is Delayed. If the Settlement is voided or rescinded, for any reason, any costs incurred by the Claims Administrator will be paid equally by the Parties (half by Defendant and half by Class Counsel), unless otherwise specified in this Agreement.

78. Treatment of Individual Settlement Payments. For purposes of this Stipulation of Settlement, all Individual Settlement Payments will be allocated as follows: ten percent (10%) will be allocated as wages and ninety percent (90%) will be allocated as interest and penalties. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by IRS Form W-2. The amounts paid as interest and penalties shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS Form 1099.

79. Administration of Taxes by the Claims Administrator. The Claims Administrator will be responsible for issuing to Plaintiffs, Claimants, and Class Counsel any IRS Form W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Agreement. The Claims Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

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80. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs and Claimants are not relying on any statement, representation, or calculation by Defendant or by the Claims Administrator in this regard. Plaintiffs and Claimants understand and agree that except for Defendant's payment of the employer's portion of any payroll taxes, they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein and will defend, indemnify, and hold Defendant free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages.

81. No Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged. Further, none of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Class Member, Class Counsel, or Defendant's Counsel without the express written consent of each other Party and their counsel. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

82. Release of Claims by Class Members. Upon the Effective Date and Defendant funding the Maximum Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged with respect to the Released Parties all Released Claims for any period during the Released Claims Period.

83. Waiver of Civil Code Section 1542. Upon the Effective Date and Defendant funding the Maximum Settlement Amount, pursuant to the terms of the Settlement, and solely with respect to the Released Claims, Plaintiffs expressly waive and relinquish any rights or benefits available under the provisions of section 1542 of the Civil Code.

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1 84. Duties of the Parties Prior to Court Approval. The Parties shall promptly submit this
2 Stipulation of Settlement to the Court in support of Plaintiffs' Motion for Preliminary Approval and
3 determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon execution
4 of this Stipulation of Settlement, the Parties shall apply to the Court for the entry of an order
5 scheduling a fairness hearing on the question of whether the proposed settlement, including payment
6 of Attorneys' Fees and Costs and Class Representative Enhancement Payments, should be finally
7 approved as a fair, reasonable, and adequate settlement. As part of Plaintiffs' Motion for Preliminary
8 Approval, Plaintiffs shall also apply to the Court for the entry of an order as follows:

- 9 a. Certifying the Class for the purpose of settlement;
- 10 b. Approving as to form and content the proposed Notice Packet;
- 11 c. Approving the manner and method for Class Members to request exclusion from
12 the Settlement as contained herein and within the Notice of Class Action
13 Settlement;
- 14 d. Directing the mailing of the Notice Packet and Reminder Postcards to the Class
15 Members in accordance with the Settlement;
- 16 e. Preliminarily approving the Settlement subject only to the objections of Class
17 Members and final review by the Court; and
- 18 f. Enjoining Plaintiffs and any Class Member from filing or prosecuting any claims,
19 suits, or administrative proceedings (including filing claims with the California
20 Division of Labor Standards Enforcement and the LWDA) regarding the Released
21 Claims unless and until such Class Members have filed valid Requests for
22 Exclusion with the Claims Administrator.

23 85. Duties of the Parties Following Final Court Approval. Following final approval by the
24 Court of the Settlement provided for in this Stipulation of Settlement, Class Counsel will submit a
25 proposed final order of approval and judgment as follows:

- 26 a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable, and
27 adequate, and directing consummation of its terms and provisions;

- b. Approving Class Counsel's application for an award of Attorneys' Fees and Costs;
- c. Approving the Class Representative Enhancement Payments to Plaintiffs;
- d. Setting a date when the Parties shall report to the Court the total amount that was actually paid to the Class Members; and
- e. Entering judgment in this Action consistent with this Agreement.

86. Nullification of Stipulation of Settlement. If: (a) the Court does not finally approve the Settlement as provided herein; or (b) the Settlement does not become final for any other reason, then this Stipulation of Settlement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Stipulation of Settlement will be treated as void from the beginning.

87. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to request the Preliminary Approval of this Stipulation of Settlement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Class for settlement purposes only; (b) Preliminary Approval of the proposed Stipulation of Settlement; and (c) setting a date for final approval hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will submit this Stipulation of Settlement, which sets forth the terms of this Settlement, and will include the Notice Packet. Class Counsel will be responsible for drafting all documents necessary to obtain preliminary approval. Defendant agrees not to oppose the Motion for Preliminary Approval.

88. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to postmark Claim Forms, Requests for Exclusion, Notices of Objections, or written disputes regarding this Stipulation of Settlement, and with the Court's permission, a final approval hearing will be conducted to determine the final approval of this Stipulation of Settlement along with the amounts properly payable for: (a) Individual Settlement Payments; (b) Attorneys' Fees and Costs; (c) Class Representative Enhancement Payments; and (d) Claims Administration Costs as well as confirming the total amount to be allocated towards the PAGA Payment. Class Counsel will be

1 responsible for drafting all documents necessary to obtain final approval. Class Counsel will also be
2 responsible for drafting the Attorneys' Fees and Costs application to be heard at the final approval
3 hearing and shall submit to the Court a Proposed Final Approval Order. Defendant agrees not to
4 oppose the Motion for Final Approval and Attorneys' Fees and Costs.

5 89. Party's Option to Terminate the Settlement. Subject to the obligation(s) of mutual full
6 cooperation, either Party may terminate this Settlement if the Court declines to enter the Preliminary
7 Approval Order, Final Approval Order, or final judgment in substantially the form submitted by the
8 Parties or this Stipulation of Settlement as agreed does not become final because of appellate court
9 action. The terminating Party shall give to the other Party (through its counsel) written notice of its
10 decision to terminate no later than ten (10) calendar days after receiving notice that one of the
11 enumerated events has occurred. Termination shall have the following effects:

- 12 a. The Stipulation of Settlement shall be terminated and shall have no force or
13 effect, and no Party shall be bound by any of its terms;
- 14 b. If the Settlement is terminated, Defendant shall have no obligation to make any
15 payments to any Party, Class Member, or attorney, except that the Terminating
16 Party shall pay the Claims Administrator for services rendered up to the date the
17 Claims Administrator is notified the Settlement has been terminated;
- 18 c. The Preliminary Approval Order, Final Approval Order, and Judgment, including
19 any order of class certification, shall be vacated;
- 20 d. The Stipulation of Settlement and all negotiations, privileged statements and
21 proceedings relating thereto shall be without prejudice to the rights of any of the
22 Parties, all of whom shall be restored to their respective positions in the Action
23 prior to this Stipulation of Settlement; and
- 24 e. Neither this Stipulation of Settlement, nor any ancillary documents, actions,
25 statements, or filings in furtherance of this Stipulation of Settlement (including all
26 matters associated with the mediation) shall be admissible or offered into
27 evidence in the Action or any other action for any purpose whatsoever.

1 90. Exhibits Incorporated by Reference. The terms of this Agreement include the terms set
2 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
3 Any exhibits to this Agreement are an integral part of this Stipulation of Settlement.

4 91. Confidentiality. The Parties and their counsel agree that they will not issue any press
5 releases, initiate any contact with the press, respond to any press inquiry, or have any communication
6 with the press about the fact, amount, or terms of the Settlement prior to the Settlement being
7 preliminarily approved by the Court. In addition, the Parties and their counsel agree that they will not
8 engage in any advertising or distribute any marketing materials relating to the Settlement of this case
9 prior to the Settlement being preliminarily approved by the Court, including, but not limited to, any
10 postings on any websites maintained by Class Counsel. Any communication about the Settlement to
11 Class Members prior to the Settlement being preliminarily approved by the Court will be limited to a
12 statement that a settlement has been reached and the details will be communicated in a forthcoming
13 Court-approved notice. Nothing set forth herein, however, shall prohibit: (a) Defendant from
14 providing truthful disclosure about the Settlement, including its amount, in its periodic filings on Form
15 10-Q or Form 10-K with the United States Securities and Exchange Commission; or (b) the Parties
16 from providing this Agreement to the Court in connection with the Parties' efforts to seek the Court's
17 approval of this Settlement. Neither Plaintiffs nor Class Counsel shall hold a press conference or
18 otherwise seek to affirmatively contact the media about the Settlement. If contacted by the media
19 regarding the Settlement, Class Counsel will direct any media inquiries to the public records of the
20 Action on file with the Court. Also, neither Plaintiffs nor Class Counsel will disparage the Settlement.

21 92. Entire Agreement. This Stipulation of Settlement and any attached exhibits constitute
22 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
23 agreements may be deemed binding on the Parties. The Parties expressly recognize Civil Code section
24 1625 and Code of Civil Procedure section 1856(a), which provide that a written agreement is to be
25 construed according to its terms and may not be varied or contradicted by extrinsic evidence. The
26 Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or
27 contradict the terms of this Agreement.

93. Amendment or Modification. This Stipulation of Settlement may be amended or modified only by a written instrument signed by the Parties and their counsel or their successors-in-interest.

94. Authorization to Enter the Stipulation of Settlement. The Parties' counsel warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Stipulation of Settlement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Stipulation of Settlement to effectuate its terms and to execute any other documents required to effectuate the terms of this Stipulation of Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach an agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court.

95. Signatories. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each member of the Class execute this Stipulation of Settlement. The Notice of Class Action Settlement will advise all Class Members of the binding nature of the release, and the release shall have the same force and effect as if this Stipulation of Settlement were executed by each Settlement Class Member.

96. Binding on Successors and Assigns. This Stipulation of Settlement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

97. California Law Governs. All terms of this Stipulation of Settlement and exhibits hereto will be governed by, construed, and interpreted according to the laws of the State of California, irrespective of the State of California's choice of law principles.

98. Execution and Counterparts. This Stipulation of Settlement is subject only to the execution of all Parties. However, the Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument.

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1 99. Acknowledgement that the Settlement is Fair, Reasonable, and Adequate. The Parties
2 believe this Stipulation of Settlement is a fair, adequate, and reasonable settlement of the Action and
3 have arrived at this Settlement after arm's-length negotiations and in the context of adversarial
4 litigation, considering all relevant factors, present and potential. The Parties further acknowledge that
5 they are each represented by competent counsel and that they have had an opportunity to consult with
6 their counsel regarding the fairness and reasonableness of this Agreement. In addition, the mediator
7 may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the
8 Court may, in its discretion, contact the mediator to discuss the Settlement and whether or not the
9 Settlement is objectively fair and reasonable.

10 100. Invalidity of Any Provision. Before declaring any provision of this Stipulation of
11 Settlement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
12 possible consistent with applicable precedents so as to define all provisions of this Stipulation of
13 Settlement valid and enforceable.

14 101. Plaintiffs' Waiver of Right to Be Excluded and Object. Plaintiffs agree to sign this
15 Stipulation of Settlement and, by signing this Stipulation of Settlement, is hereby bound by the terms
16 herein. For good and valuable consideration, Plaintiffs further agree they will not request to be
17 excluded from or object to this Stipulation of Settlement. Any such Request for Exclusion or Notice of
18 Objection by Plaintiffs will be void and of no force or effect.

19 102. Non-Admission of Liability. The Parties enter into this Agreement to resolve the
20 dispute that has arisen between them and to avoid the burden, expense, and risk of continued
21 litigation. By entering into this Agreement, Defendant does not admit it has violated any federal, state,
22 or local law, violated any regulations or guidelines promulgated pursuant to any statute or any other
23 applicable laws, regulations, or legal requirements, breached any contract, violated or breached any
24 duty, engaged in any misrepresentation or deception, or engaged in any other unlawful conduct with
25 respect to its employees or the Class Members. Neither this Agreement, nor any of its terms or
26 provisions, nor any of the negotiations connected with it, shall be construed as an admission or
27 concession by Defendant of any such violations or failures to comply with any applicable law. Except
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as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

103. Captions. The captions and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Agreement.

104. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

105. Meet and Confer Regarding Disputes. Should any dispute arise among the Parties or their counsel regarding the implementation or interpretation of this Agreement, a representative of Class Counsel and a representative of Defendant's Counsel shall meet and confer to resolve such disputes prior to submitting such disputes to the Court.

106. Enforcement Actions. If one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions. To the extent consistent with class action procedure, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure section 664.6 and Rule of Court 3.769(h). The disposition entered by the Court will not adjudicate the merits of the Action or the liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over its enforcement. The Court shall retain continuing jurisdiction over this Action and over all Parties and Class Members to the fullest extent to enforce and effectuate the terms and intent of this Agreement.

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1 107. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
2 conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against
3 one Party than another merely by virtue of the fact that it may have been prepared by counsel for one
4 of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties,
5 all Parties have contributed to the preparation of this Agreement.

6 108. Representation By Counsel. The Parties acknowledge that they have been represented
7 by counsel throughout all negotiations that preceded the execution of this Agreement, and that this
8 Agreement has been executed with the consent and advice of counsel and reviewed in full. Plaintiffs
9 and Class Counsel warrant and represent that there are no liens on this Stipulation of Settlement.

10 109. All Terms Subject to Final Court Approval. All amounts and procedures described in
11 this Stipulation of Settlement herein will be subject to final Court approval.

12 110. Notices. Unless otherwise provided herein, all notices, demands or other
13 communications given hereunder shall be in writing and shall be deemed to have been duly given as
14 of the third business day after mailing by United States registered or certified mail, return receipt
15 requested, addressed as follows:

16 To Plaintiffs and the Class:

17 Douglas Han, Esq.
18 Shunt Tatavos-Garajeh, Esq.
19 **JUSTICE LAW CORPORATION**
20 751 North Fair Oaks Avenue, Suite 101
21 Pasadena, California 91103

22 To Defendant:

23 Shannon R. Finley, Esq.
24 Gregory A. Feldman, Esq.
25 **PETTIT KOHN INGRASSIA LUTZ & DOLIN PC**
26 5901 West Century Boulevard, Suite 1100
27 Los Angeles, California 90045
28 Telephone: (310) 649-5772
 Facsimile: (310) 649-5777

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111. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Stipulation of Settlement.

112. Integration Clause. This Stipulation of Settlement contains the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

113. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

114. Escalation Clause. Defendant estimates that the Class included approximately 19,000 Workweeks within the Class Period. If it is determined the number of Workweeks within the Class Period exceeds ten percent (10%) or more of 19,000 (*i.e.*, more than 20,900 Workweeks), then at Defendant's option, either the: (a) Maximum Settlement Amount shall increase proportionally over the ten percent (10%) increase (*i.e.*, if the number of Workweeks increases by 11%, the Maximum Settlement Amount will increase by 1%); or (b) Class Period shall end as of the date the Workweeks within the Class Period reach 20,900 Workweeks.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release Between Plaintiffs and Defendant as of the date(s) set forth below:

1 Dated: 03/29/2024

Adilia Rodriguez

2 By: *Adilia Rodriguez*

3
4 Dated: 03/29/2024

Paris Drake

5
6 By: *Paris Victoria Drake*

7
8 Dated: March 29, 2024

Justice Law Corporation [Approving as to Form Only]

9
10 By: *D. Han*
11 Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Attorneys for Plaintiffs

12
13 Dated: 4/1/24

Segura Enterprises, Inc. dba Segura Security Services

14
15 By: *[Signature]*
16 On behalf of Segura Enterprises, Inc. dba Segura Security Services

17 Dated: April 1, 2024

Pettit Kohn Ingrassia Lutz & Dolin PC [Approving as to Form Only]

18
19 By: *Shannon Finley*
20 Shannon R. Finley, Esq.
Gregory A. Feldman, Esq.
Attorneys for Defendant

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Rodriguez v. Segura Enterprises, Inc. dba Segura Security Services
Superior Court of California, County of Santa Barbara (Case No. 22CV04313)
(Complaint Filed November 2, 2022)

You are not being sued. This notice affects your rights. Please read it carefully

To: All current and former hourly-paid or non-exempt employees of Defendant Segura Enterprises, Inc. dba Segura Security Services (“Defendant”) within the State of California at any time during the period from November 2, 2018, through November 20, 2023 (“Class,” “Class Members,” and “Class Period”).

You are receiving this Notice of Class Action Settlement because you have been identified as a person who worked or currently works as an hourly-paid or non-exempt employee of Defendant within the State of California at any time during the period from November 2, 2018, through November 20, 2023.

On [REDACTED], the Honorable Jed Beebe of the Superior Court of California, County of Santa Barbara, granted preliminary approval of this Class Action Settlement and ordered the litigants to notify all Class Members of the settlement. You have received this notice because Defendant’s records indicate that you are a Class Member and are entitled to a payment from the settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

The amount of your estimated payment is listed on the enclosed Claim Form.

To participate in the settlement and to receive your payment, you must mail a Claim Form to the Claims Administrator by no later than [REDACTED]. If you fail to postmark a Claim Form by this time, you will not receive a payment from the settlement, but you will be bound by its terms. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held on [REDACTED] in Department 4 of the Superior Court of California, County of Santa Barbara (Santa Maria – Cook Division), located at 312 East Cook Street, Building E, Santa Maria, California 93454. You are not required to attend the Final Approval Hearing, but you are welcome to do so.

Summary of the Litigation

On November 2, 2022, Plaintiff Adilia Rodriguez (“Plaintiff Rodriguez”), a former employee of Defendant, filed a wage-and-hour class action lawsuit in the Superior Court of California, County of Santa Barbara, alleging violations of: (1) Labor Code sections 510 and 1198 (unpaid overtime); (2) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) Labor Code section 226.7 (unpaid rest period premiums); (4) Labor Code sections 1194 and 1197 (unpaid minimum wages); (5) Labor Code sections 201 and 202 (final wages not timely paid); (6) Labor Code section 226(a) (non-compliant wage statements); (7) Labor Code sections 2800 and 2802 (unreimbursed business expenses); and (8) Business & Professions Code section 17200, *et seq.*

On August 2, 2023, Plaintiff Paris Drake (“Plaintiff Drake”), another former employee of Defendant, provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the Labor Code she contends were violated and the theories supporting her contentions.

After engaging in discovery, investigations, and negotiations, the Parties attended mediation with the mediator Steve Serratore on September 19, 2023, resulting in the Parties reaching a tentative settlement, subject to the Court’s approval.

In line with the settlement, Plaintiff Rodriguez filed a First Amended Complaint that: (1) adjusted the “Class” definition; (2) added Plaintiff Drake as a named plaintiff; and (3) added a cause of action for violation of Labor Code section 2698, *et seq.* (Private Attorneys General Act of 2004 (“PAGA”)).

Counsel for Plaintiffs and the attorneys appointed by the Court to represent the Class, Justice Law Corporation (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believes that the claims alleged in this lawsuit have merit, Class Counsel also recognizes that the risks and expenses of continued litigation justify settlement. Based on the foregoing, Class Counsel believes the proposed settlement is fair, adequate, reasonable, and in the best interests of the Class Members.

Defendant has denied and continues to deny the factual and legal allegations in Plaintiffs’ case and believes that the claims have no merit. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Instead, Defendant has agreed to settle the case solely for economic efficiency.

Summary of Settlement Terms

Plaintiffs and Defendant have agreed to settle the underlying class and PAGA claims in exchange for the Maximum Settlement Amount of up to \$200,000. This amount is inclusive of: (1) Individual Settlement Payments to all Class Members who submit timely and valid Claim Forms for participation in the Class Action Settlement (“Claimants”); (2) Class Representative Enhancement Payments of up to \$5,000 to each Plaintiff (totaling \$10,000); (3) Claims Administration Costs of up to \$15,000; (4) attorneys’ fees of up to \$70,000 and attorneys’ cost of up to \$20,000 to Class Counsel; (5) PAGA Payment (civil penalties) of up to \$10,000, seventy-five percent (75%) of which (\$7,500) will be paid to the LWDA and twenty-five percent (25%) of which (\$2,500) will be distributed to PAGA Aggrieved Employees.

The Net Settlement Amount is the portion of the Maximum Settlement Amount remaining after deduction of the approved Class Representative Enhancement Payments, Claims Administration Costs, PAGA Payment, and Attorneys’ Fees and Costs.

The Claims Administrator will make settlement payments to each Claimant. All Claim Forms must be signed and completed in their entirety to be considered valid. The amount of settlement payment each Class Member receives will be based on the number of Workweeks each Class Member worked during the relevant Class Period. “Workweeks” means the number of weeks of employment that a Class Member worked for Defendant as an hourly-paid or non-exempt employee in California at any time during the Class Period.

If the total Individual Settlement Payments to the Claimants would equal less than fifty percent (50%) of the Net Settlement Amount, the Claims Administrator will proportionately increase the Individual Settlement Payment for each Claimant to ensure that total Individual Settlement Payments equal fifty percent (50%) of the Net Settlement Amount.

The Claims Administrator will issue IRS Forms W-2 and 1099 to Claimants and will be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities. Claimants should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, all Individual Settlement Payments will be allocated as follows: ten percent (10%) will be allocated as wages and ninety percent (90%) will be allocated as interest and penalties.

PAGA Aggrieved Employees and PAGA Payment

Under the terms of the Settlement, \$10,000 has been set aside as a PAGA Payment. This portion is the total amount of civil penalties collected on behalf of the State of California. Seventy-five percent (75%) of the PAGA Payment (\$7,500) will be paid to the LWDA. The PAGA Aggrieved Employees will share the remaining twenty-five percent (25%) of the PAGA Payment (\$2,500) based on the number of weeks they worked during the period between August 2, 2022, through November 20, 2023.

You are a “PAGA Aggrieved Employee” eligible to share the PAGA Payment under the settlement if you are a current or former hourly-paid or non-exempt employee of Defendant within the State of California at any time during the period from August 2, 2022, through November 20, 2023.

The Claims Administrator will calculate the total number of Workweeks worked by each individual PAGA Aggrieved Employee to determine the total number of Workweeks worked by all PAGA Aggrieved Employees (“Total PAGA Workweeks”) during the period between August 2, 2022, through November 20, 2023. To determine each PAGA Aggrieved Employee’s estimated portion of the PAGA Payment, the Claims Administrator will use the following formula: estimated individual PAGA Payment = $(\$2,500 \div \text{Total PAGA Workweeks}) \times \text{individual Workweeks}$ for each individual PAGA Aggrieved Employee. The portion of the PAGA Payment paid to PAGA Aggrieved Employees shall be designated as one hundred percent (100%) penalties, for which an IRS Form 1099 will be issued.

Based on your total number of workweeks within the period between August 2, 2022, through November 20, 2023, your portion of the PAGA Payment is \$ [REDACTED]. You are responsible for paying any federal, state, or local taxes owed because of this PAGA Payment.

Because these penalties can only be sought by the State of California, you cannot exclude yourself from the PAGA portion of the settlement if the Court grants final approval. Even if you exclude yourself from the class action portion of the settlement, you will still be paid your portion of the civil penalties described above.

If you were not a current or former hourly-paid or non-exempt employee of Defendant within the State of California at any time during the period between August 2, 2022, through November 20, 2023, you are not a PAGA Aggrieved Employee, and this Section does not apply to you.

Your Options Under the Settlement

Important Note: Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.

Option 1 – Submit a Claim Form to Be Eligible for Payment

If you want to receive money from the settlement, you **must** complete and sign the enclosed Claim Form (see prepaid return envelope). You need to complete the Claim Form and promptly mail it to the Claims Administrator postmarked no later than [REDACTED].

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Claims Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written Request for Exclusion must: (1) be signed by you; (2) set forth your name, address, telephone number, and last four digits of your Social Security Number; (3) clearly state the name of this case, the case number, and that you do not wish to be included in the Settlement; (4) be returned by mail to the Claims Administrator at the specified address and/or facsimile number; and (5) be postmarked on or before the Response Deadline. Sign, date, and mail the Request for Exclusion by First Class U.S. Mail, or equivalent, to the address below.

[CONTACT INFORMATION]

The written request to be excluded must be postmarked no later than [REDACTED]. If you submit a Request for Exclusion which is not postmarked by this date, your Request for Exclusion will be rejected, and you will remain a part of the Class.

Option 3 – File an Objection with the Court

If you wish to object to the settlement because you find it unfair or unreasonable, you may file with the Court an objection stating why you object to the settlement and serve copies to the Parties. For the Notice of Objection to be valid, it must include: (1) your full name, signature, address, and telephone number; (2) written statement of all grounds for the objection accompanied by any legal support for such objection; (3) clear reference to the title of this case and case number; and (4) copies of any papers, briefs, or other documents upon which the objection is based. Further, if you intend to appear at the Final Approval Hearing, either in person or through counsel, you must include notice of that fact and state the purpose for your appearance in your objection. The objection must be filed with the Court and served on the attorneys listed below:

Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
JUSTICE LAW CORPORATION
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Class Counsel

Shannon R. Finley, Esq.
Gregory A. Feldman, Esq.
**PETTIT KOHN INGRASSIA LUTZ &
DOLIN PC**
5901 West Century Boulevard, Suite 1100
Los Angeles, California 90045
Telephone: (310) 649-5772
Facsimile: (310) 649-5777
Counsel for Defendant

All objections must be filed with the Court no later than [REDACTED]. Late objections will not be considered. By filing an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described in Option 2 above. Please note that you cannot both object to the settlement and exclude yourself.

You may also, if you wish, appear at the Final Approval Hearing set for [REDACTED] at [REDACTED] a.m./p.m. in the Superior Court of California, County of Santa Barbara, and discuss your objection with the Court and Parties at your own expense. You may also retain an attorney to represent you at the Final Approval Hearing.

Questions? Contact the Settlement Claims Administrator toll free at [REDACTED]

Option 4 – Do Nothing

You may also do nothing in response to this notice. However, if you choose to do nothing, and if the Court grants final approval of the settlement, you will be deemed to have released the Released Claims even though you will not receive money from the settlement. If you do not want to be deemed to have released the Released Claims, you must exclude yourself from the settlement by following Option 2.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. If you choose **Option 4**, you will receive nothing. In addition, under both **Options 1 and 4** (or **3** if the Court approved the Settlement), you will be deemed to have released or waived the following claims:

The claims released by the Class Members (“Released Claims”) include, but are not limited to, statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief, for the following categories of allegations: (1) all claims for failure to pay wages for hours worked, including, but not limited to, claims for failure to pay overtime wages at the appropriate regular rate or for all overtime hours worked and claims for off-the-clock work; (2) all claims for failure to pay the minimum wage in accordance with applicable law, including, but not limited to, claims for off-the-clock work; (3) all claims for the failure to provide meal and/or rest periods in accordance with applicable law, including payments for missed, short, or late meal and/or rest periods and alleged non-payment of wages or premium pay for meal periods and rest periods worked and not taken; (4) all claims for failure to reimburse business expenses; and (5) any and all claims for recordkeeping or pay stub violations, waiting time penalties and all other statutory penalties, including those recoverable under the Unfair Competition Act, Business & Professions Code sections 17200 *et seq.*, Code of Civil Procedure section 1021.5; and any other provision of the Labor Code, including, but not limited to, Labor Code sections 2698 *et seq.* or any applicable Industrial Welfare Commission Wage Orders, in all their iterations.

If you choose **Option 2**, you will no longer be a Class Member and will: (1) be barred from participating in the settlement, but you will not be deemed to have released the Released Claims; (2) be barred from filing an objection to the settlement; and (3) not receive a payment from the settlement.

If you choose **Option 3**, you will still be entitled to your share of the settlement funds, but only if you complete your Claim Form and postmark it by [REDACTED]. Otherwise, if the Court overrules your objection, you will be deemed to have released the Released Claims.

Additional Information

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel listed above, or the Claims Administrator at the telephone number listed below, toll free. Please refer to the Segura Enterprises, Inc. dba Segura Security Services class action settlement.

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the Settlement Agreement, and other papers filed in the case. Copies of these documents may be obtained at the Superior Court of California, County of Santa Barbara (Santa Maria – Cook Division), located at 312 East Cook Street, Building E, Santa Maria, California 93454.

DO NOT CONTACT THE CLERK OF THE COURT; THE JUDGE; DEFENDANT; OR DEFENDANT’S ATTORNEYS WITH INQUIRIES.

Questions? Contact the Settlement Claims Administrator toll free at [REDACTED]

EXHIBIT B

CLAIM FORM
Return This Form To Receive Your Individual Settlement Payment

Rodriguez v. Segura Enterprises, Inc. dba Segura Security Services
Santa Barbara County Superior Court Case Number 22CV04313

MAIL TO:
Claims Administrator
[CONTACT INFORMATION]

Your Claim Form must be completed and received by mail on or before _____, or it will be rejected.

You are responsible for maintaining a copy of the fully completed Claim Form and proof of mailing. If you move, please inform the Claims Administrator of your new address. It is your responsibility to keep a current address on file with the Claims Administrator.

||||| Claim #

First Name, Last Name

c/o

Address1 Address2

City, State, Zip, Country

Name/Address Changes (if any):

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Area Code

Home Telephone Number

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Area Code

Alternate Telephone Number

Calculation of Individual Settlement Payments: Each Claimant's share of the settlement is based on the number of Workweeks he or she worked for Defendant Segura Enterprises, Inc. dba Segura Security Services ("Defendant") during the period from November 2, 2018, through November 20, 2023.

According to records maintained by Defendant, you worked for Defendant as an hourly-paid or non-exempt employee of Defendant within the State of California at any time during the period from November 2, 2018, through November 20, 2023. In particular, the available records indicate that you worked for a total of _____ Workweeks during the Class Period. "Workweeks" means the number of weeks of employment that a Class Member worked for Defendant as an hourly-paid or non-exempt employee in California at any time during the Class Period. Based on the preceding information, your estimated Individual Settlement Payment is \$ _____. Your final actual share may vary depending on the number of Workweeks represented by the Claimants who are participating in this settlement.

If you disagree with the numbers stated above, please explain why you believe the records described above are mistaken and attach all supporting documentation:

CLAIM FORM
Return This Form To Receive Your Individual Settlement Payment

If you dispute the numbers stated above, the records described above will control unless you are able to provide documentation with this Claim Form that establishes otherwise. If there is a dispute about whether Defendant's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties. Such a determination by the Parties will be final and binding with no opportunity for further appeal.

Your signature below constitutes a full release, waiver, and discharge of the following claims ("Released Claims"):

The claims released by the Class Members include, but are not limited to, statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, for the following categories of allegations: (1) all claims for failure to pay wages for hours worked, including, but not limited to, claims for failure to pay overtime wages at the appropriate regular rate or for all overtime hours worked and claims for off-the-clock work; (2) all claims for failure to pay the minimum wage in accordance with applicable law, including, but not limited to, claims for off-the-clock work; (3) all claims for the failure to provide meal and/or rest periods in accordance with applicable law, including payments for missed, short, or late meal and/or rest periods and alleged non-payment of wages or premium pay for meal periods and rest periods worked and not taken; (4) all claims for failure to reimburse business expenses; and (5) any and all claims for recordkeeping or pay stub violations, waiting time penalties and all other statutory penalties, including those recoverable under the Unfair Competition Act, Business & Professions Code sections 17200 *et seq.*, Code of Civil Procedure section 1021.5; and any other provision of the Labor Code, including, but not limited to, Labor Code sections 2698 *et seq.* or any applicable Industrial Welfare Commission Wage Orders, in all their iterations.

To achieve a full and complete release, Defendant, Plaintiffs, and Class Members acknowledge that this release is intended to include in its effect all Released Claims described above, both known and unknown. The period covered by the Released Claims extends from the period from November 2, 2018, through November 20, 2023.

By signing on the next page, you acknowledge that, if you submit erroneous information in connection with this claim, your claim may be denied in whole or in part.

CLAIM FORM
Return This Form To Receive Your Individual Settlement Payment

I declare under penalty of perjury under the laws of the State of California that the information supplied herein by the undersigned is true and correct and that this Claim Form was executed on

_____ in _____, _____
Date City State

Sign your name here

Print your name here

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is ccastro@justicelawcorp.com

On June 6, 2024, I served the foregoing document described as

JOINT STIPULATION AND SETTLEMENT AGREEMENT

for the following case: **Adilia Rodriguez, et al. v. Segura Enterprises, Inc. d/b/a**
 Segura Security Services
LWDA/Court Case No.: **LWDA Case No.: CM-972526-23**
 Court Case No.: 22CV04313
 Santa Barbara County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

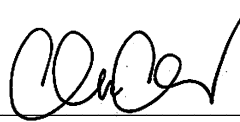
[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 6, 2024, at Pasadena, California.



Christina Castro