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7 Attorneys for Plaintiff(s),

8 BRUCE KERRY, and all others similarly situated

9 (Additional attorneys for parties on following page)

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF LOS ANGELES**

12 **(UNLIMITED JURISDICTION)**

13 BRUCE KERRY, on behalf of himself and all
14 others similarly situated, and as an “aggrieved
15 employee” on behalf of other “aggrieved
16 employees” under the Labor Code Private
Attorneys General Act of 2004,

17 *Plaintiff(s),*

18 vs.

19 METROPOLITAN SECURITY GROUP INC, a
20 California corporation; and DOES 1–50,
21 inclusive,

22 *Defendant(s).*

Case No. 23STCV21057

CLASS ACTION

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
RELEASE**

Action filed: August 30, 2023

FAC filed: November 22, 2023

Dept.: 10, The Honorable William
F. Highberger

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ATTORNEYS FOR DEFENDANT(S)

1 This Class Action and PAGA Settlement Agreement and Release (“Agreement”) is made
2 by and between Plaintiff, Bruce Kerry (“Kerry” or “Plaintiff”), and Defendant, Metropolitan
3 Security Group Inc (“Metropolitan Security Group Inc” or “Defendant”). The Agreement refers
4 to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

5 **1. DEFINITIONS.**

6 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
7 Defendant captioned “Bruce Kerry, on behalf of himself, and all others similarly situated, and as
8 an ‘aggrieved employee’ on behalf of other ‘aggrieved employees’ under the Labor Code Private
9 Attorneys General Act of 2004, *Plaintiff(s)*, vs. Metropolitan Security Group Inc, a California
10 corporation; and DOES 1 through 50, inclusive, *Defendant(s)*, ” Case No. 23STCV21057 initiated
11 on August 30, 2023 and pending in the Superior Court of the State of California, County of Los
12 Angeles.

13 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have
14 agreed to appoint to administer the Settlement.

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

19 1.4. “Aggrieved Employee” means all persons Defendant employed in California at any
20 time during the PAGA Period as non-exempt, hourly employees, including but not limited to security
21 guards, individuals performing work comparable to the aforementioned, compensated comparably to
22 the aforementioned, and individuals in similar positions.

23 1.5. “Class” means all persons Defendant employed in California at any time during
24 the Class Period as non-exempt, hourly employees, including but not limited to security guards,
25 individuals performing work comparable to the aforementioned, compensated comparably to the
26 aforementioned, and individuals in similar positions.

27 1.6. “Class Counsel” means David Glenn Spivak of The Spivak Law Firm and Walter
28 L. Haines of United Employees Law Group.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

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

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

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

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

1.12. “Class Period” means the period from August 30, 2019 to January 14, 2025.

1.13. “Class Representative” means the named Plaintiff in the operative First Amended Complaint (“Operative Complaint”) in the Action seeking Court approval to serve as a Class Representative.

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

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

1.16. “Defendant” means named Defendant, Metropolitan Security Group Inc.

1.17. “Defense Counsel” means Chandra A. Beaton and Kathleen M. Fellows of LightGabler LLP.

1.18. “Effective Date” means the date by when both of the following have occurred: (a)

1 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
2 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
3 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
4 one or more Participating Class Members objects to the Settlement, the day after the deadline for
5 filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the
6 day after the appellate court affirms the Judgment and issues a remittitur.

7 1.19. “Final Approval” means the Court’s order granting final approval of the
8 Settlement.

9 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final
10 Approval of the Settlement.

11 1.21. “Final Judgment” means the Judgment entered by the Court upon Granting Final
12 Approval of the Settlement.

13 1.22. “Gross Settlement Amount” means \$170,000.00 which is the total amount
14 Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross
15 Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments,
16 the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses
17 Payment, Class Representative Service Payment and the Administration Expenses Payment.

18 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata
19 share of the Net Settlement Amount calculated according to the number of Work Weeks worked
20 during the Class Period.

21 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of
22 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked
23 during the PAGA Period.

24 1.25. “Judgment” means the judgment entered by the Court based upon the Final
25 Approval.

26 1.26. “LWDA” means the California Labor and Workforce Development Agency, the
27 agency entitled, under Labor Code section 2699, subd. (i).

28 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the

1 LWDA under Labor Code section 2699, subd. (i).

2 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following
3 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
4 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
5 Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be
6 paid to Participating Class Members as Individual Class Payments.

7 1.29. “Non-Participating Class Member” means any Class Member who opts out of the
8 Settlement by sending the Administrator a valid and timely Request for Exclusion.

9 1.30. “Notice Packet” means the Class Notice (Exhibit A), the Election Not to
10 Participate in Settlement form (Exhibit B), the Work Week Dispute form (Exhibit C), and the
11 Objection form (Exhibit D) in English with Spanish translations.

12 1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee
13 worked for Defendant for at least one day during the PAGA Period.

14 1.32. “PAGA Period” means the period from September 1, 2022 to January 14, 2025.

15 1.33. “PAGA” means the Private Attorneys General Act (Labor Code, §§ 2698, et seq.).

16 1.34. “PAGA Notice” means Plaintiff’s September 1, 2023 letter to Defendant and the
17 LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

18 1.35. “PAGA Penalties” means the total amount of PAGA civil penalties in the amount
19 of \$10,000.00, except as provided in Paragraph 8 below, to be paid from the Gross Settlement
20 Amount, allocated 25% to the Aggrieved Employees (\$2,500.00) and the 75% to LWDA
21 (\$7,500.00) in settlement of PAGA claims.

22 1.36. “Participating Class Member” means a Class Member who does not submit a valid
23 and timely Request for Exclusion from the Settlement.

24 1.37. “Plaintiff” means Bruce Kerry, the named plaintiff in the Action.

25 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval
26 of the Settlement.

27 1.39. “Preliminary Approval Order” means the Order Granting Preliminary Approval of
28 the Settlement.

1 1.40. “Released Class Claims” means the claims being released as described in
2 Paragraph 5.2 below.

3 1.41. “Released PAGA Claims” means the claims being released as described in
4 Paragraph 5.3 below.

5 1.42. “Released Parties” means: Defendant and each of all of its subsidiaries, affiliates,
6 parents, and each of their current and former directors, officers, shareholders, owners, members,
7 managing agents, attorneys, insurers, agents, representatives, employees, predecessors,
8 successors, assigns, PEO’s, heirs, estates, and powers-of-attorney, and insureds.

9 1.43. “Request for Exclusion” means a Class Member’s submission of a written request
10 to be excluded from the Class Settlement signed by the Class Member. An Election Not to
11 Participate in Settlement form is attached as Exhibit B.

12 1.44. “Response Deadline” means 60 days after the Administrator mails Notice to Class
13 Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a)
14 fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his, her
15 or their Objection to the Settlement. Class Members to whom Notice Packets are resent after
16 having been returned undeliverable to the Administrator shall have an additional 14 calendar days
17 beyond the Response Deadline has expired.

18 1.45. “Settlement” means the disposition of the Action effected by this Agreement and
19 the Judgment.

20 1.46. “Work Week” means any week during which a Class Member worked for
21 Defendant for at least one day, during the Class Period.

22 1.47. A Work Week Dispute form is attached as Exhibit C.

23 **2. RECITALS.**

24 2.1. On August 30, 2023, Plaintiff commenced this Action by filing a Complaint
25 alleging causes of action against Defendant for failure to pay wages, vacation pay forfeiture,
26 failure to provide meal periods, failure to authorize and permit rest periods, failure to issue proper
27 wage statements, failure to timely pay wages, unfair competition and related claims. On
28 November 22, 2023, Plaintiff filed a First Amended Complaint alleging causes of action against

1 Defendant for failure to pay wages, vacation pay forfeiture, failure to provide meal periods, failure
2 to authorize and permit rest periods, failure to issue proper wage statements, failure to timely pay
3 wages, unfair competition, civil penalties under PAGA and related allegations. The First
4 Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”)
5 Defendant denies the allegations in the original Complaint and the Operative Complaint, denies
6 any failure to comply with the laws identified in the original Complaint and the Operative
7 Complaint and denies any and all liability for the causes of action alleged.

8 2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written
9 notice to Defendant and the LWDA by sending the PAGA Notice.

10 2.3. On January 14, 2025, the Parties participated in an all-day mediation presided
11 over by Craig Ackermann, Esq. which led to this Agreement to settle the Action.

12 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, the number of
13 comparable employees, the number of Work Weeks, the number of PAGA Pay Periods, average
14 rates of pay, sample time records, sample payroll records, written policies, and related
15 information. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set
16 forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot*
17 *Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

18 2.5. The Court has not granted class certification.

19 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware
20 of any other pending matter or action asserting claims that will be extinguished or affected by the
21 Settlement.

22 **3. MONETARY TERMS.**

23 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
24 Defendant promises to pay \$170,000.00 and no more as the Gross Settlement Amount and to
25 separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual
26 Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll
27 taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will
28 disburse the entire Gross Settlement Amount without asking or requiring Participating Class

1 Members or Aggrieved Employees to submit any claim as a condition of payment. None of the
2 Gross Settlement Amount will revert to Defendant.

3 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
4 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
5 the Court in the Final Approval:

6 3.2.1. To Plaintiff: Class Representative Service Payment to the Class
7 Representative of not more than \$10,000.00, except as provided in Paragraph 8 below, (in addition
8 to any Individual Class Payment and any Individual PAGA Payment the Class Representative is
9 entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request
10 for a Class Representative Service Payment that does not exceed this amount. As part of the
11 motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment,
12 Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16
13 court days prior to the Final Approval Hearing. If the Court approves a Class Representative
14 Service Payment less than the amount requested, the Administrator will retain the remainder in
15 the Net Settlement Amount. The Administrator will pay the Class Representative Service
16 Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee
17 taxes owed on the Class Representative Service Payment.

18 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33
19 1/3% of the Gross Settlement Amount, which is currently estimated to be \$56,666.67, and a Class
20 Counsel Litigation Expenses Payment of not more than \$12,000.00. Defendant will not oppose
21 requests for these payments provided that they do not exceed these amounts. Plaintiff and/or
22 Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation
23 Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court
24 approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment
25 less than the amounts requested, the Administrator will allocate the remainder to the Net
26 Settlement Amount. Released Parties shall have no liability to Class Counsel or any other
27 Plaintiff's counsel arising from any claim to any portion any Class Counsel Fees Payment and/or
28 Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees

1 Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms.
2 Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees
3 Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and
4 indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any
5 of these payments.

6 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed
7 \$7,000.00 except for a showing of good cause and as approved by the Court. To the extent the
8 Administration Expenses are less or the Court approves payment less than \$7,000.00, the
9 Administrator will retain the remainder in the Net Settlement Amount.

10 3.2.4. To Each Participating Class Member: An Individual Class Payment
11 calculated by (a) dividing the Net Settlement Amount by the total number of Work Weeks worked
12 by all Participating Class Members during the Class Period and (b) multiplying the result by each
13 Participating Class Member's Work Weeks.

14 3.2.4.1. Tax Allocation of Individual Class Payments. 33.33% of
15 each Participating Class Member's Individual Class Payment will be allocated to settlement of
16 wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be
17 reported on an IRS W-2 Form. 66.67% of each Participating Class Member's Individual Class
18 Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage
19 Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on
20 IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any
21 employee taxes owed on their Individual Class Payment.

22 3.2.4.2. Effect of Non-Participating Class Members on Calculation
23 of Individual Class Payments. Non-Participating Class Members will not receive any Individual
24 Class Payments. The Administrator will retain amounts equal to their Individual Class Payments
25 in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

26 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the
27 amount of \$10,000.00, except as provided in Paragraph 8 below, to be paid from the Gross
28 Settlement Amount, with 75% (\$7,500.00) allocated to the LWDA PAGA Payment and 25%

1 (\$2,500.00) allocated to the Individual PAGA Payments.

2 3.2.5.1. The Administrator will calculate each Individual PAGA Payment
3 by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$2,500.00
4 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the
5 PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.
6 Aggrieved Employees assume full responsibility and liability for any taxes owed on their
7 Individual PAGA Payment.

8 3.2.5.2. If the Court approves PAGA Penalties of less than the amount
9 requested, the Administrator will allocate the remainder to the Net Settlement Amount. The
10 Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

11 **4. SETTLEMENT FUNDING AND PAYMENTS.**

12 4.1. Class Data. Not later than 15 days after the Court grants Preliminary Approval
13 of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in
14 the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
15 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
16 of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator
17 employees who need access to the Class Data to effect and perform under this Agreement.
18 Defendant has a continuing duty to immediately notify the Administrator if it discovers that the
19 Class Data omitted Class Member identifying information and to provide corrected or updated
20 Class Data as soon as reasonably feasible. Without any extension of the deadline by which
21 Defendant must send the Class Data to the Administrator, the Parties and their counsel will
22 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related
23 to missing or omitted Class Data.

24 4.2. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross
25 Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll
26 taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

27 4.3. Payments from the Gross Settlement Amount. The Settlement Administrator
28 shall not distribute any settlement funds if, within five days of providing Class Counsel and

1 Defense Counsel with its disbursement calculations, Class Counsel and/or Defense Counsel
2 advise the Settlement Administrator in writing that its disbursement calculations are incorrect.
3 Within 14 days after Defendant funds the Gross Settlement Amount, and only after Class Counsel
4 and Defense Counsel have either expressly approved the Administrator's distribution calculations,
5 or have not advised that the disbursement calculations are incorrect as discussed above, the
6 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,
7 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
8 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service
9 Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation
10 Expenses Payment and the Class Representative Service Payment shall not precede disbursement
11 of Individual Class Payments and Individual PAGA Payments.

12 4.3.1. The Administrator will issue checks for the Individual Class Payments
13 and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail,
14 postage prepaid. The face of each check shall prominently state the date (not less than 180 days
15 after the date of mailing) when the check will be voided. The Administrator will cancel all checks
16 not cashed by the void date. The Administrator will send checks for Individual Settlement
17 Payments to all Participating Class Members (including those for whom Notice Packet was
18 returned undelivered). The Administrator will send checks for Individual PAGA Payments to all
19 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
20 Employees (including those for whom Notice Packet was returned undelivered). The
21 Administrator may send Participating Class Members a single check combining the Individual
22 Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator
23 must update the recipients' mailing addresses using the National Change of Address Database.

24 4.3.2. The Administrator must conduct a Class Member Address Search for all
25 other Class Members whose checks are returned undelivered without a USPS forwarding address.
26 Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS
27 forwarding address provided or to an address ascertained through the Class Member Address
28 Search. The Administrator need not take further steps to deliver checks to Class Members whose

1 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
2 replacement check to any Class Member whose original check was lost or misplaced, requested
3 by the Class Member prior to the void date.

4 4.3.3. For any Class Member whose Individual Class Payment check or
5 Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator
6 shall transmit the funds represented by such checks to the California Controller's Unclaimed
7 Property Division in the name of the Class Member thereby leaving no "unpaid residue" subject
8 to the requirements of California Code of Civil Procedure Section 384, subd. (b).

9 4.3.4. The payment of Individual Class Payments and Individual PAGA
10 Payments shall not obligate Defendant to confer any additional benefits or make any additional
11 payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in
12 this Agreement.

13 **5. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire
14 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the
15 Individual Class Payments, Plaintiff, Class Members, Aggrieved Employees and Class Counsel
16 will release claims against all Released Parties as follows:

17 5.1 Plaintiff's Release. Plaintiff and his respective former and present spouses,
18 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, fully,
19 finally and forever release and discharge Released Parties from all claims, transactions, or
20 occurrences that occurred during or relate in any way to his employment with Defendant,
21 including, but not limited to: (a) all claims that were, or reasonably could have been, alleged,
22 based on the facts contained, in the Operative Complaint or any other Complaint filed in the
23 Action and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts
24 contained in the Operative Complaint, any other Complaint filed in the Action, Plaintiff's PAGA
25 Notice, any other PAGA notice related to the Action, or ascertained during the Action and
26 released under 5.3, below. ("Plaintiff's Release.") Plaintiff's Release does not extend to any
27 claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment
28 benefits, disability benefits, Social Security benefits, workers' compensation benefits that arose

1 at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that
2 Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff
3 now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and
4 remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's
5 discovery of them.

6 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
7 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,
8 and benefits, if any, of section 1542 of the California Civil Code, which reads:

9
10 **A general release does not extend to claims that the creditor or releasing party does**
11 **not know or suspect to exist in his or her favor at the time of executing the release,**
12 **and that if known by him or her would have materially affected his or her settlement**
13 **with the debtor or Released Party.**

14
15 5.2 Release by Participating Class Members: All Participating Class Members, on
16 behalf of themselves and their respective former and present representatives, agents, attorneys,
17 heirs, administrators, successors, and assigns, fully, finally and forever release Released Parties
18 from any and all wage and hour claims, rights, demands, debts, liabilities, causes of action,
19 primary rights, or claims for relief arising out of work performed by Class Members for any acts
20 or omissions during the Class Period that were alleged, or reasonably could have been alleged,
21 based on the Class Period facts stated in the Operative Complaint, any other Complaint filed in
22 the Action and any PAGA Notice letter related to the Action and ascertained in the course of the
23 Action whether under federal, state, or common law, including, violations of the California Labor
24 Code, as set forth herein, and the California Business and Professions Code sections 17200, et
25 seq., and the Fair Labor Standards Act. By way of illustration, released claims include all types
26 of relief available for the above-referenced claims and theories of relief, including, without
27 limitation, any claims for unpaid or untimely payment of any wages or other amounts owed,
28 unpaid minimum wage, unpaid overtime, unpaid double-time pay, unpaid vacation pay, non-

1 compliant meal periods or rest breaks or for premium pay, provisions regulating hours and days
2 of work in any law or Industrial Welfare Commission wage order, failure to maintain accurate
3 records, unreimbursed expenses, wage statement violations, failure to pay timely wages, failure
4 to pay final wages and waiting-time penalties, unfair business practices, and including claims
5 arising therefrom for damages, reimbursement, restitution, losses, penalties, fines, liens,
6 attorneys' fees, costs, expenses, debts, interest, injunctive or declaratory relief, chargebacks,
7 liquidated damages or similar relief. Except as set forth in Section 5.3 of this Agreement,
8 Participating Class Members do not release any other claims, including claims for vested benefits,
9 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
10 insurance, disability, Social Security, workers' compensation, or claims based on facts occurring
11 outside the Class Period.

12 5.3 Released PAGA Claims. Plaintiff releases all claims for civil penalties that
13 could have been sought by the Labor Commissioner for the violations identified in Plaintiff's
14 PAGA Notice or as alleged in the Action. All Aggrieved Employees are deemed to release, on
15 behalf of themselves and their respective former and present representatives, agents, attorneys,
16 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA
17 penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period
18 facts stated in the Operative Complaint, any other Complaint filed in the Action, the PAGA
19 Notice, any other PAGA notice related to the Action, and ascertained in the course of the Action
20 including for unpaid or untimely payment of any wages or other amounts owed, unpaid minimum
21 wage, unpaid overtime, unpaid double-time pay, unpaid vacation pay, non-compliant meal
22 periods or rest breaks or for premium pay, provisions regulating hours and days of work in any
23 law or Industrial Welfare Commission wage order, failure to maintain accurate records,
24 unreimbursed expenses, wage statement violations, failure to pay timely wages and failure to pay
25 final wages. This paragraph does not release the underlying claim(s) for wages or damages of any
26 Aggrieved Employee unless such Aggrieved Employee is also a Participating Class Member.

27 **6. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree that Class Counsel will
28 prepare and file a Motion for Preliminary Approval of the Settlement ("Motion for Preliminary

Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1 Defendant’s Declaration in Support of Preliminary Approval. Within ten (10) days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendant shall aver if they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. No Declarations are required if Defendant and Defense Counsel are not aware of any actual or potential conflict(s) of interest or other pending matter(s) or action(s) as described above.

6.2 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including at least seven days before filing: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Notice Packet; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from Class Counsel firm attesting to their competency to represent the Class Members; their timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vii) a redlined version of the Parties’ Agreement showing all modifications made to the Model Agreement ready

1 for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest
2 with Class Members and/or the Administrator. In their Declarations, Plaintiff and Class Counsel
3 shall aver that they are not aware of any other pending matter or action asserting claims that will
4 be extinguished or adversely affected by the Settlement.

5 6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
6 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later
7 than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the
8 Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion
9 for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary
10 Approval to the Administrator.

11 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion
12 for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
13 Defense Counsel will expeditiously work together on behalf of the Parties by conferring via email
14 and/or meeting in person or by telephone, and in good faith, to resolve the disagreement. If the
15 Court does not grant Preliminary Approval or conditions Preliminary Approval on any material
16 change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together
17 on behalf of the Parties by conferring via email and/or meeting in person or by telephone, and in
18 good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

19 **7. SETTLEMENT ADMINISTRATION.**

20 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc.
21 to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc.
22 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this
23 Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel
24 represent that they have no interest or relationship, financial or otherwise, with the Administrator
25 other than a professional relationship arising out of prior experiences administering settlements.

26 7.2 Employer Identification Number. The Administrator shall have and use its own
27 Employer Identification Number for purposes of calculating payroll tax withholdings and
28 providing reports state and federal tax authorities.

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

4 7.4 Notice to Class Members.

5 7.4.1 No later than three (3) business days after receipt of the Class Data, the
6 Administrator shall notify Class Counsel and Defense Counsel that the list has been received and
7 state the number of Class Members, PAGA Members, Work Weeks, and Pay Periods in the Class
8 Data.

9 7.4.2 Using best efforts to perform as soon as possible, and in no event later than
10 14 days after receiving the Class Data, the Administrator will send to all Class Members identified
11 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Notice Packet
12 with Spanish translation substantially in the forms attached to this Agreement as **Exhibits A, B,**
13 **C, and D.** The first page of the Class Notice shall prominently estimate the dollar amounts of any
14 Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the
15 number of Work Weeks and PAGA Pay Periods (if applicable) used to calculate these amounts.
16 Before mailing Notice Packets, the Administrator shall update Class Member addresses using the
17 National Change of Address database.

18 7.4.3 Not later than 3 business days after the Administrator’s receipt of any
19 Notice Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice
20 Packet using any forwarding address provided by the USPS. If the USPS does not provide a
21 forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail
22 the Notice Packet to the most current address obtained. The Administrator has no obligation to
23 make further attempts to locate or send Notice Packet to Class Members whose Notice Packet is
24 returned by the USPS a second time.

25 7.4.4 The deadlines for Class Members’ written objections, Challenges to Work
26 Weeks and/or Pay Periods (disputes), and Requests for Exclusion will be extended an additional
27 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose
28 notice is re-mailed. The Administrator will inform the Class Member of the extended deadline

1 with the re-mailed Notice Packet.

2 7.4.5 If the Administrator, Defendant or Class Counsel is contacted by or
3 otherwise discovers any persons who believe they should have been included in the Class Data
4 and should have received Notice Packet, the Parties will expeditiously meet and confer via email
5 and/or in person or by telephone, and in good faith, in an effort to agree on whether to include
6 them as Class Members. If the Parties agree, such persons will be Class Members entitled to the
7 same rights as other Class Members, and the Administrator will send, via email or overnight
8 delivery, a Class Notice requiring them to exercise options under this Agreement not later than
9 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are
10 later.

11 7.5 Requests for Exclusion (Opt-Outs).

12 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class
13 Settlement must send the Administrator, by fax, email, or mail, a signed written Request for
14 Exclusion not later than 60 days after the Administrator mails the Notice Packet (plus an
15 additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for
16 Exclusion is a letter from a Class Member or his/her/their representative that reasonably
17 communicates the Class Member's election to be excluded from the Settlement and includes the
18 Class Member's name, address and email address or telephone number. To be valid, a Request
19 for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. An
20 Election Not to Participate in Settlement form, attached as **Exhibit B**, may be used for this
21 purpose but is not required.

22 7.5.2 The Administrator may not reject a Request for Exclusion as invalid
23 because it fails to contain all the information specified in the Class Notice. The Administrator
24 shall accept any Request for Exclusion as valid if it is timely received and the Administrator can
25 reasonably ascertain the identity of the person as a Class Member and the Class Member's desire
26 to be excluded. The Administrator's determination shall be final and not appealable or otherwise
27 susceptible to challenge. If the Administrator has reason to question the authenticity of a Request
28 for Exclusion, the Administrator may demand additional proof of the Class Member's identity.

1 The Administrator's determination of authenticity shall be final and not appealable or otherwise
2 susceptible to challenge.

3 7.5.3 Every Class Member who does not submit a timely and valid Request for
4 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all
5 benefits and bound by all terms and conditions of the Settlement, including the Participating Class
6 Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the
7 Participating Class Member actually receives the Class Notice or objects to the Settlement.

8 7.5.4 Every Class Member who submits a valid and timely Request for
9 Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment
10 or have the right to object to the class action components of the Settlement. Because future PAGA
11 claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class
12 Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph
13 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

14 7.6 Challenges to Calculation of Work Weeks. Each Class Member shall have 60
15 days after the Administrator mails the Notice Packet (plus an additional 14 days for Class
16 Members whose Notice Packet is re-mailed) to challenge the number of Class Work Weeks and
17 PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. This is also known
18 as a dispute. A Work Week Dispute form, attached as **Exhibit C**, may be used for this purpose
19 but is not required. The Class Member may challenge the allocation by communicating with the
20 Administrator via fax, email or mail. The Administrator must encourage the challenging Class
21 Member to submit supporting documentation. In the absence of any contrary documentation, the
22 Administrator is entitled to presume that the Work Weeks contained in the Class Notice are
23 correct so long as they are consistent with the Class Data. The Administrator's determination of
24 each Class Member's allocation of Work Weeks and/or Pay Periods shall be final and not
25 appealable or otherwise susceptible to challenge. The Administrator shall promptly provide
26 copies of all challenges to calculation of Work Weeks and/or Pay Periods to Defense Counsel and
27 Class Counsel and the Administrator's determination as to the challenges.

28 7.7 Objections to Settlement.

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

5 7.7.2 Participating Class Members may send written objections to the
6 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear
7 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
8 Hearing. A Participating Class Member who elects to send a written objection to the
9 Administrator must do so not later than 60 days after the Administrator's mailing of the Notice
10 Packet (plus an additional 14 days for Class Members whose Notice Packet was re-mailed). The
11 Objection form attached as **Exhibit D** may be used for this purpose but is not required.

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

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

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

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

1 for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class
2 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
3 Exclusion from Settlement submitted (whether valid or invalid).

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

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

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

26 7.8.6 Final Report by Administrator. Within 10 days after the Administrator
27 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel
28 and Defense Counsel with a final report detailing its disbursements by employee identification

1 number only of all payments made under this Agreement. At least 15 days before any deadline
2 set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense
3 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all
4 payments required under this Agreement. Class Counsel is responsible for filing the
5 Administrator's declaration in Court.

6 **8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records,
7 Defendant estimates that, as of the date of this Settlement Agreement there are 55 Class Members
8 who worked during the Class Period. If the number of Class Members exceeds the referenced 55
9 Class Members by more than 10.00% (i.e. totals more than 60 Class Members) when Defendant
10 provides the Class Data to the Administrator, then Plaintiff has the right, but is not obligated, to
11 void this Agreement unless Defendant agrees to a proportional increase in the Gross Settlement
12 Amount for each Class Member in excess of 60. The proportional increase in the Gross
13 Settlement Amount, if any, will be distributed to increase the respective Individual PAGA
14 Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel
15 Fees Payment and Individual Class Payments in the same percentages as discussed above in this
16 Agreement.

17 **9. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for
18 Exclusion identified in the Exclusion List exceeds 10.00% of the total of all Class Members,
19 Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree
20 that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect
21 whatsoever, and that neither Party will have any further obligation to perform under this
22 Agreement; provided, however, Defendant will remain responsible for paying all Settlement
23 Administration Expenses incurred to that point. Defendant must notify Class Counsel and the
24 Court of its election to withdraw not later than 7 days after the Administrator sends the final
25 Exclusion List to Defense Counsel; late elections will have no effect.

26 **10. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared
27 Final Approval Hearing, Plaintiff will file in Court, a Motion for Final Approval of the Settlement
28 that includes a request for approval of the PAGA settlement under Labor Code section 2699,

1 subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for
2 Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later
3 than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel
4 will expeditiously meet and confer via email and/or in person or by telephone, and in good faith,
5 to resolve any disagreements concerning the Motion for Final Approval.

6 10.1 Response to Objections. Each Party retains the right to respond to any objection
7 raised by a Participating Class Member, including the right to file responsive documents in Court
8 no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted
9 by the Court.

10 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
11 Approval on any material change to the Settlement (including, but not limited to, the scope of
12 release to be granted by Class Members), the Parties will expeditiously work together in good
13 faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final
14 Approval. The Court’s decision to award less than the amounts requested for the Class
15 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
16 Expenses Payment and/or Administration Expenses Payment shall not constitute a material
17 modification to the Agreement within the meaning of this paragraph.

18 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of
19 Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
20 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
21 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

22 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms
23 and conditions of this Agreement, specifically including the Class Counsel Fees Payment and
24 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
25 respective counsel, and all Participating Class Members who did not object to the Settlement as
26 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
27 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
28 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver

1 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
2 Parties' obligations to perform under this Agreement will be suspended until such time as the
3 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
4 the amount of the Net Settlement Amount.

5 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If
6 the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
7 material modification of this Agreement (including, but not limited to, the scope of release to be
8 granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
9 expeditiously work together in good faith to address the appellate court's concerns and to obtain
10 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
11 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
12 the Court's award of the Class Representative Service Payment or any payments to Class Counsel
13 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
14 as long as the Gross Settlement Amount remains unchanged.

15 **11. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
16 Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed
17 amended judgment.

18 **12. ADDITIONAL PROVISIONS.**

19 12.1 No Admission of Liability, Class Certification or Representative Manageability
20 for Other Purposes. This Agreement represents a compromise and settlement of highly disputed
21 claims. Nothing in this Agreement is intended or should be construed as an admission by
22 Defendant that any of the allegations in the Operative Complaint, any other Complaint filed in
23 the Action or the PAGA Notice have merit or that Defendant has any liability for any claims
24 asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's
25 defenses in the Action have merit. The Parties agree that class certification and representative
26 treatment is for purposes of this Settlement only. If, for any reason the Court does grant
27 Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest
28 certification of any class for any reasons, and Defendant reserves all available defenses to the

1 claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds
2 available and to contest Defendant's defenses. The Settlement, this Agreement and Parties'
3 willingness to settle the Action will have no bearing on, and will not be admissible in connection
4 with, any litigation (except for proceedings to enforce or effectuate the Settlement and this
5 Agreement).

6 12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel,
7 Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval
8 of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or
9 cause or permit another person to disclose, disseminate or publicize, any of the terms of the
10 Agreement directly or indirectly, specifically or generally, to any person, corporation, association,
11 government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses,
12 all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter;
13 (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a
14 court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
15 government agency.

16 Each Party agrees to immediately notify each other Party of any judicial or agency
17 order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and
18 Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other
19 communication, before the filing of the Motion for Preliminary Approval, any with third party
20 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
21 "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's
22 communications with Class Members in accordance with Class Counsel's ethical obligations
23 owed to Class Members.

24 12.3 No Solicitation. The Parties separately agree that they and their respective
25 counsel and employees will not solicit any Class Member to opt out of or object to the Settlement,
26 or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
27 Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical
28 obligations owed to Class Members.

1 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this
2 Agreement together with its attached exhibits shall constitute the entire agreement between the
3 Parties relating to the Settlement, superseding any and all oral representations, warranties,
4 covenants, or inducements made to or by any Party.

5 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant
6 and represent that they are authorized by Plaintiff and Defendant, respectively, to take all
7 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
8 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
9 terms of this Agreement including any amendments to this Agreement.

10 12.6 Cooperation. The Parties and their counsel will cooperate with each other and
11 use their best efforts, in good faith, to implement the Settlement by, among other things,
12 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
13 points and authorities as requested by the Court. In the event the Parties are unable to agree upon
14 the form or content of any document necessary to implement the Settlement, or on any
15 modification of the Agreement that may become necessary to implement the Settlement, the
16 Parties will seek the assistance of a mediator and/or the Court for resolution.

17 12.7 No Prior Assignments. The Parties separately represent and warrant that they
18 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
19 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of
20 action, or right released and discharged by the Party in this Settlement.

21 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense
22 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
23 Settlement be relied upon as such within the meaning of United States Treasury Department
24 Circular 230 (31 CFR Part 10, as amended) or otherwise.

25 12.9 Modification of Agreement. This Agreement, and all parts of it, may be
26 amended, modified, changed, or waived only by an express written instrument signed by all
27 Parties or their representatives, and approved by the Court.

28 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and

1 inure to the benefit of, the successors of each of the Parties.

2 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will
3 be governed by and interpreted according to the internal laws of the state of California, without
4 regard to conflict of law principles.

5 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and
6 preparation of this Agreement. This Agreement will not be construed against any Party on the
7 basis that the Party was the drafter or participated in the drafting.

8 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
9 entered during Action and in this Agreement relating to the confidentiality of information shall
10 survive the execution of this Agreement.

11 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant
12 to California Evidence Code section 1152, and all copies and summaries of the Class Data
13 provided to Class Counsel by Defendant in connection with the mediation, other settlement
14 negotiations, or in connection with the Settlement, may be used only with respect to this
15 Settlement, and no other purpose, and may not be used in any way that violates any existing
16 contractual agreement, statute, or rule of court. Not later than 90 days after the date when the
17 Court discharges the Administrator's obligation to provide a Declaration confirming the final pay
18 out of all Settlement funds, Plaintiff and Class Counsel shall destroy, all paper and electronic
19 versions of Class Data received from Defendant unless, prior to the Court's discharge of the
20 Administrator's obligation, Defendant makes a written request to Class Counsel for the return,
21 rather than the destructions, of Class Data.

22 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement
23 is inserted for convenience of reference only and does not constitute a part of this Agreement.

24 12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
25 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
26 weekend or federal legal holiday, such date or deadline shall be on the first business day
27 thereafter.

28 12.17 Notice. All notices, demands or other communications between the Parties in

connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:
David Glenn Spivak, Esq.
The Spivak Law Firm
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
david@spivaklaw.com

To Defendant:
Chandra A. Beaton, Esq.
Kathleen M. Fellows, Esq.
LightGabler LLP
760 Paseo Camarillo, Suite 300
Camarillo, CA 93010
cbeaton@lightgablerlaw.com
kfellows@lightgablerlaw.com

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

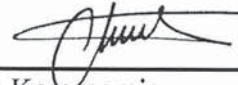
12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend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

Dated: 9/19/25

By: 
BRUCE KERRY

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Dated: 10/01/2025

By: 
Cem Karamemis
Chief Executive Officer
for METROPOLITAN SECURITY
GROUP INC

THE SPIVAK LAW FIRM

Dated: _____

By: _____
DAVID GLENN SPIVAK, Attorney for
Plaintiff, BRUCE KERRY, and all
others similarly situated

UNITED EMPLOYEES LAW GROUP

Dated: _____

By: _____
WALTER L. HAINES, Attorneys for
Plaintiff, BRUCE KERRY, and all
others similarly situated

LIGHTGABLER LLP

Dated: 10/22/2025

By: 
CHANDRA A. BEATON
KATHLEEN M. FELLOWS,
Attorneys for Defendant,
METROPOLITAN SECURITY
GROUP INC

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Dated: _____

By: _____

Cem Karamemis

for METROPOLITAN SECURITY
GROUP INC

THE SPIVAK LAW FIRM

Dated: 10 / 02 / 2025

By:  _____

DAVID GLENN SPIVAK, Attorney for
Plaintiff, BRUCE KERRY, and all
others similarly situated

UNITED EMPLOYEES LAW GROUP

Dated: September 18, 2025

By:  _____

WALTER L. HAINES, Attorneys for
Plaintiff, BRUCE KERRY, and all
others similarly situated

LIGHTGABLER LLP

Dated: _____

By: _____

CHANDRA A. BEATON
KATHLEEN M. FELLOWS,
Attorneys for Defendant,
METROPOLITAN SECURITY
GROUP INC

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EXHIBIT A

If you believe that you worked more Work Weeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The individual payments amounts will vary. However, the average Individual Class Payment to a Class Member is estimated to be <<\$Average Individual Class Payment Amount>>. The average Individual PAGA Payment to an Aggrieved Employee is estimated to be <<\$Average Individual PAGA Payment Amount>>. The highest Individual Class Payment to a Class Member is estimated to be <<\$Highest Individual Class Payment Amount>> and the lowest is estimated to be <<\$Lowest Individual Class Payment Amount>>. The highest Individual PAGA Payment to an Aggrieved Employee is estimated to be <<\$Highest Individual PAGA Payment Amount>> and the lowest is estimated to be <<\$Lowest Individual PAGA Payment Amount>>.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing. Your legal rights are affected whether you act or not. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to fund the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have options under the Settlement that are summarized in the chart below.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendant that are covered by this Settlement ("Released Claims").
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is <<RESPONSE DEADLINE>>	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. You can use the enclosed Election Not To Participate In Settlement form for this purpose, but you don't have to. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice for additional details.

1		
2		You cannot opt-out of the PAGA portion of the proposed
3		Settlement. Individual PAGA Payments will be made to all
4		Aggrieved Employees and the PAGA claims will be released.
5	Participating Class	All Class Members who do not opt-out (“Participating Class
6	Members Can Object to	Members”) can object to any aspect of the proposed Settlement. You
7	the Class Settlement but	can use the enclosed Objection form for this purpose, but you don’t
8	not the PAGA	have to. The Court’s decision whether to finally approve the
9	Settlement	Settlement will include a determination of how much will be paid to
10		Class Counsel and Plaintiff who pursued the Action on behalf of the
11	Written Objections	Class. You are not personally responsible for any payments to Class
12	Must be Submitted by	Counsel or Plaintiff, but every dollar paid to Class Counsel and
13	<<RESPONSE	Plaintiff reduces the overall amount paid to Participating Class
14	DEADLINE>>	Members. You can object to the amounts requested by Class
15		Counsel or Plaintiff if you think they are unreasonable. See Section
16		7 of this Notice for additional details.
17	You Can Participate in	The Court’s Final Approval Hearing is scheduled to take place on
18	the	<<FinalApprovalHearingDate>>. You don’t have to attend but you
19	<<FinalApprovalHearing	do have the right to appear (or hire an attorney to appear on your
20	Date>> Final Approval	behalf at your own cost), in person, by telephone or by using the
21	Hearing	Court’s virtual appearance platform. Participating Class Members
22		can verbally object to the Settlement at the Final Approval Hearing
23		whether or not they submitted a written objection. See Section 8 of
24		this Notice for additional details.
25	You Can Challenge the	The amount of your Individual Class Payment and PAGA Payment
26	Calculation of Your	(if any) depend on how many Work Weeks in which you worked at
27	Work Week / Pay	least one day during the Class Period and how many Pay Periods
28	Periods	during which you worked at least one day during the PAGA Period,
29		respectively. The number Class Period Work Weeks and number of
30	Written Challenges	PAGA Pay Periods you worked according to Defendant’s records is
31	Must be Submitted by	stated on the first page of this Notice. If you disagree with either of
32	<<RESPONSE	these numbers, you must challenge it by <<RESPONSE
33	DEADLINE>>	DEADLINE>>. See Section 4 of this Notice for additional details.
34		You can use the enclosed Work Weeks Dispute form for this
35		purpose, but you don’t have to.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action alleges Defendant violated California labor laws by failure to pay wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to issue proper wage statements, failure to timely pay wages, and related violations of the Labor Code. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under PAGA (Labor Code section 2698 and sections that follow). Plaintiff is represented by attorneys in the Action: David Glenn Spivak of The Spivak Law Firm and Walter L. Haines of United Employees Law Group (“Class Counsel”).

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

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

4 So far, the Court has made no determination whether Defendant or Plaintiff is correct on the
5 merits. Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the
6 Action by negotiating an to end the case by agreement (settle the case) rather than continuing the
7 expensive and time-consuming process of litigation. The negotiations were successful. By
8 signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the
9 Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and
10 Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval.
11 Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to
12 settle, Defendant does not admit any violations or concede the merit of any claims.

13 Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they
14 believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering
15 the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement
16 is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily
17 approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and
18 scheduled a hearing to determine Final Approval.

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

20 A. Gross Settlement Amount. Except as provided in the Escalator Clause below,
21 Defendant Will Pay \$170,000.00 as the Gross Settlement Amount (“Gross Settlement”).
22 Defendant has agreed to deposit the Gross Settlement into an account controlled by the
23 Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the
24 Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment,
25 Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be
26 paid to the LWDA. Assuming the Court grants Final Approval, Defendant will fund the Gross
27 Settlement not more than 14 days after the Judgment entered by the Court become final. The
28 Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class
Members object to the proposed Settlement or the Judgment is appealed.

B. Court Approved Deductions from Gross Settlement. At the Final Approval
Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions
from the Gross Settlement, the amounts of which will be decided by the Court at the Final
Approval Hearing:

1. Attorney Fees and Costs. Up to 33 1/3% of the Gross Settlement Amount
(which is currently estimated to be \$56,666.67) to Class Counsel for attorneys’ fees and up to
\$12,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred
expenses on the Action without payment.

2. Class Representative Service Award. Up to \$10,000.00, except as provided in the Escalator Clause below, as a Class Representative Service Award to Plaintiff for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and Individual PAGA Payment.

3. Administration Expenses. Up to \$7,000.00 to the Administrator for services administering the Settlement.

4. PAGA Penalties. Up to \$10,000.00, except as provided in the Escalator Clause below, for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

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

C. Escalator Clause. Based on its records, Defendant estimated that, as of the date of the Settlement, there are 55 Class Members who worked during the Class period. If the Class Members exceeds the referenced 55 Class Members by more than 10.00%, then Plaintiff has the right, but is not obligated, to void this Agreement unless Defendant agrees to a proportional increase in the Gross Settlement Amount for each Class Member in excess of 60. The proportional increase in the Gross Settlement Amount, if any, will be distributed to increase the respective Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment and Individual Class Payments in the same percentages as discussed in the Agreement.

D. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Work Weeks.

E. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 33.33% of each Individual Class Payment to taxable wages ("Wage Portion") and 66.67% to interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

1 F. Need to Promptly Cash Payment Checks. The front of every check issued for
2 Individual Class Payments and Individual PAGA Payments will show the date when the check
3 expires (the void date). If you don't cash it by the void date, your check will be automatically
4 cancelled, and the monies will be deposited with the California Controller's Unclaimed Property
5 Division (https://www.sco.ca.gov/search_upd.html) in your name. If the monies represented by your
check is sent to the Controller's Unclaimed Property Division, you should consult the rules of the
Division for instructions on how to retrieve your money. You can contact the Unclaimed Property
Division at (800) 992-4647.

6 G. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated
7 as a Participating Class Member, participating fully in the Class Settlement, unless you notify the
8 Administrator in writing, not later than <<RESPONSE DEADLINE>>, that you wish to opt-out.
9 The easiest way to notify the Administrator is to email, fax, or mail a written and signed Request
10 for Exclusion by the <<RESPONSE DEADLINE>> Response Deadline. The Request for
11 Exclusion should be a letter from a Class Member or his/her/their representative setting forth a
12 Class Member's name, present address, telephone number, and a simple statement electing to be
excluded from the Settlement. You may use the enclosed Election Not To Participate In
Settlement form for this purpose. Excluded Class Members (i.e., Non-Participating Class
Members) will not receive Individual Class Payments, but will preserve their rights to personally
pursue claims against Defendant for violations of California's labor laws.

13 You cannot opt-out of the PAGA portion of the Settlement.

14 H. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
15 possible the Court will decline to grant Final Approval of the Settlement or decline to enter a
16 Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff
and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not
pay any money and Class Members will not release any claims against Defendant.

17 I. Administrator. The Court has appointed a neutral company, ILYM Group, Inc.
18 (the "Administrator") to send this Notice, calculate and make payments, and process Class
19 Members' Requests for Exclusion and other forms. The Administrator will also decide Class
20 Member Challenges over Work Weeks, mail and re-mail settlement checks and tax forms, and
perform other tasks necessary to administer the Settlement. The Administrator's contact
information is contained in Section 9 of this Notice.

21 J. Participating Class Members' Release. After the Judgment is final and Defendant
22 has fully funded the Gross Settlement (and separately paid all employer payroll taxes),
23 Participating Class Members will be legally barred from asserting any of the claims released under
24 the Settlement. This means that unless you opted out by validly excluding yourself from the Class
Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or
its subsidiaries, affiliates, parents, and each of their current and former directors, officers,
shareholders, owners, members, managing agents, attorneys, insurers, agents, representatives,
employees, predecessors, successors, assigns, PEO's, heirs, estates, and powers-of-attorney, and
insureds for wage and hour claims based on the Class Period facts and PAGA penalties based on
PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

2
3 All Participating Class Members, on behalf of themselves and their respective
4 former and present representatives, agents, attorneys, heirs, administrators,
5 successors, and assigns, fully, finally and forever release Released Parties from
6 any and all wage and hour claims, rights, demands, debts, liabilities, causes of
7 action, primary rights, or claims for relief arising out of work performed by Class
8 Members for any acts or omissions during the Class Period that were alleged, or
9 reasonably could have been alleged, based on the Class Period facts stated in the
10 Operative Complaint, any other Complaint filed in the Action and any PAGA
11 Notice letter related to the Action and ascertained in the course of the Action
12 whether under federal, state, or common law, including, violations of the
13 California Labor Code, as set forth herein, and the California Business and
14 Professions Code sections 17200, et seq., and the Fair Labor Standards Act. By
15 way of illustration, released claims include all types of relief available for the
16 above-referenced claims and theories of relief, including, without limitation, any
17 claims for unpaid or untimely payment of any wages or other amounts owed,
18 unpaid minimum wage, unpaid overtime, unpaid double-time pay, unpaid vacation
19 pay, non-compliant meal periods or rest breaks or for premium pay, provisions
regulating hours and days of work in any law or Industrial Welfare Commission
wage order, failure to maintain accurate records, unreimbursed expenses, wage
statement violations, failure to pay timely wages, failure to pay final wages and
waiting-time penalties, unfair business practices, and including claims arising
therefrom for damages, reimbursement, restitution, losses, penalties, fines, liens,
attorneys' fees, costs, expenses, debts, interest, injunctive or declaratory relief,
chargebacks, liquidated damages or similar relief. Except as set forth in Section
5.3 of this Agreement, Participating Class Members do not release any other
claims, including claims for vested benefits, wrongful termination, violation of the
Fair Employment and Housing Act, unemployment insurance, disability, Social
Security, workers' compensation, or claims based on facts occurring outside the
Class Period.

20 K. The PAGA Release. After the Court's judgment is final, and Defendant has paid
21 the Gross Settlement (and separately paid the employer-side payroll taxes), Plaintiff releases all
22 claims for civil penalties that could have been sought by the Labor Commissioner for the
23 violations identified in Plaintiff's PAGA Notice or as alleged in the Action. All Aggrieved
24 Employees are deemed to release, on behalf of themselves and their respective former and present
25 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
26 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been
27 alleged, based on the PAGA Period facts stated in the Operative Complaint, any other Complaint
28 filed in the Action, the PAGA Notice, any other PAGA notice related to the Action, and
ascertained in the course of the Action including for unpaid or untimely payment of any wages or
other amounts owed, unpaid minimum wage, unpaid overtime, unpaid double-time pay, unpaid
vacation pay, non-compliant meal periods or rest breaks or for premium pay, provisions
regulating hours and days of work in any law or Industrial Welfare Commission wage order,

1 failure to maintain accurate records, unreimbursed expenses, wage statement violations, failure
2 to pay timely wages and failure to pay final wages. This paragraph does not release the underlying
3 claim(s) for wages or damages of any Aggrieved Employee unless such Aggrieved Employee is
also a Participating Class Member.

4 **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

5 A. Individual Class Payments. The Administrator will calculate Individual Class
6 Payments by (a) dividing the Net Settlement Amount by the total number of Work Weeks worked
7 by all Participating Class Members, and (b) multiplying the result by the number of Work Week
worked by each individual Participating Class Member.

8 B. Individual PAGA Payments. The Administrator will calculate Individual PAGA
9 Payments by (a) dividing \$2,500.00 by the total number of PAGA Pay Periods worked by all
10 Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked
by each individual Aggrieved Employee.

11 C. Workweek/Pay Period Challenges. The number of Class Work Weeks you worked
12 during the Class Period and the number of PAGA Pay Periods you worked during the PAGA
13 Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have
14 until <<RESPONSE DEADLINE>> to challenge the number of Work Weeks and/or Pay Periods
credited to you. You can submit your challenge by signing and sending a letter to the
Administrator by email, fax or regular U.S. mail. You can use the enclosed Dispute form for this
purpose. Section 9 of this Notice has the Administrator's contact information.

15 You need to support your challenge by submitting copies of pay stubs or other records.
16 The Administrator will accept Defendant's calculation of Work Weeks and/or Pay Periods based
17 on Defendant's records as accurate unless you send copies of records containing contrary
18 information. You should send copies rather than originals because the documents will not be
19 returned to you. The Administrator will resolve Work Week and/or Pay Period challenges based
on your submission and on input from Class Counsel (who will advocate on behalf of
Participating Class Members) and Defense Counsel. The Administrator's decision is final. You
can't appeal or otherwise challenge its final decision.

20 **5. HOW WILL I GET PAID?**

21 A. Participating Class Members. The Administrator will send, by U.S. mail, a single
22 check to every Participating Class Member (i.e., every Class Member who doesn't opt-out)
23 including those who also qualify as Aggrieved Employees. The single check will combine the
Individual Class Payment and the Individual PAGA Payment.

24 B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a
25 single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class
26 Settlement (i.e., every Non-Participating Class Member).

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

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

Email, fax, or mail a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. You may use the enclosed Election Not To Participate In Settlement form for this purpose. The Administrator will exclude you based on any writing communicating your request be excluded. You must personally sign your request, identify the Action as *Bruce Kerry vs. Metropolitan Security Group Inc.*, LASC Case No. 23STCV21057, and include your identifying information (full name, address, telephone number, approximate dates of employment, and Social Security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. You should send your Request for Exclusion to the Administrator by email, fax, or send by regular U.S. mail. **You must send your request to the Administrator by <<RESPONSE DEADLINE>>, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information. If you are an Aggrieved Employee, you will still receive an Individual PAGA Payment.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them and the Settlement Agreement on the Administrator's Website <<ADMINISTRATOR WEBSITE>> or the Court's website <<COURT WEBSITE>>.

A Participating Class Member who disagrees with any aspect of the Settlement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is <<RESPONSE DEADLINE>>.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Bruce Kerry vs. Metropolitan Security Group Inc*, LASC Case No. 23STCV21057, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information. You may use the enclosed Objection form for this purpose. You should send your objection to the Administrator by email, fax, or send by regular U.S. mail.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on <<FINAL APPROVAL HEARING DATE>> at <<FINAL APPROVAL HEARING TIME>> in Department 10 of the Los Angeles Superior Court, located at Spring Street Courthouse, 312 N Spring St, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually by <<CourtConnect/CourtCall/MicrosoftTeams>> (<https://www.<<CourtVirtualAppearanceLink>>>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <<ADMINISTRATOR WEBSITE>> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at <<ADMINISTRATOR WEBSITE>>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.<<COURT'S WEBSITE>>.aspx>) and entering the Case Number for the Action, Case No. 23STCV21057. You can also make an appointment to personally review court documents in the Clerk's Office at the Spring Street Courthouse by calling <<CLERK OF COURT'S PHONE NUMBER>>.

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

Class Counsel:

Name of Attorney:	David Glenn Spivak
Email Address:	david@spivaklaw.com
Name of Firm:	The Spivak Law Firm
Mailing Address:	8605 Santa Monica Bl PMB 42554 West Hollywood, CA 90069

1 Telephone: (213) 725-9094

2 Defense Counsel:

3 Name of Attorneys: Chandra Beaton and Kathleen Fellows

4 Email Address: cbeaton@lightgablerlaw.com; kfellows@lightgablerlaw.com

Name of Firm: LightGabler LLP

5 Mailing Address: 760 Paseo Camarillo, Suite 300
Camarillo, CA 93010

6 Telephone: (805) 248-7208

7 Administrator:

8 Name of Company: ILYM Group, Inc.

9 Email Address: _____

Mailing Address: _____

10 Telephone: _____

11 Fax Number: _____

12 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

13 If you lose or misplace your settlement check before cashing it, the Administrator will replace it
14 as long as you request a replacement before the void date on the face of the original check. If
15 your check is already void, you should consult the Unclaimed Property Division
(https://www.sco.ca.gov/search_upd.html) for instructions on how to retrieve the funds. You can
16 contact the Unclaimed Property Division at (800) 992-4647.

17 **11. WHAT IF I CHANGE MY ADDRESS?**

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

Kerry v. Metropolitan Security Group Inc
Superior Court of the State of California, County of Los Angeles
Case No. 23STCV21057

ELECTION NOT TO PARTICIPATE IN SETTLEMENT FORM

**IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND
BE ELIGIBLE FOR A SHARE OF THE SETTLEMENT PROCEEDS,
DO NOT FILL OUT THIS FORM.**

**IF YOU DO NOT WANT TO BE INCLUDED IN THE SETTLEMENT, YOU MUST
COMPLETE AND SIGN THIS DOCUMENT (OR A SIMILAR FORM) AND MAIL IT
TO THE ADDRESS BELOW, EMAILED, FAXED, OR POSTMARKED NOT LATER
THAN <<RESPONSE DEADLINE>>:**

Kerry v. Metropolitan Security Group Inc Class Action Administrator
c/o _____

I declare as follows: I have received notice of the proposed Settlement in this Action and I wish to be excluded from the Class and ***not*** to participate in the proposed Settlement. I understand this means that I will not be bound by the Class Action portion of the Settlement and also will not share in the Class Settlement proceeds. I understand that exclusion from the Class Settlement will not result in exclusion from the PAGA portion of the Settlement. If I am an Aggrieved Employee under the Settlement, I will still receive an Individual PAGA Payment and will be bound by the release of the PAGA claims.

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(Social Security Number)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and was executed on ____.

1 Dated: ____.

2 (_____
3 (Signature)

4
5 EMAIL TO THE ADMINISTRATOR: <<____@____.COM>>

6
7 FAX TO THE ADMINISTRATOR: <<(XXX) XXX-XXXX>>

8 MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL
9 POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:

10 *Bruce Kerry* v. *Metropolitan Security Group Inc* Administrator

11 [ADDRESS]

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EXHIBIT C

1 **WORK WEEK DISPUTE FORM**

2 Superior Court of the State of California
3 For the County of Los Angeles
4 *Bruce Kerry v. Metropolitan Security Group Inc*, Case No. 23STCV21057

5 Indicate Name/Address Changes, if any:

6 <<Name>>

7 <<Address>>

8 <<City>>, <<State>> <<Zip Code>>

9 XX – XX -

10 The amount of your estimated Settlement Award is based upon the number of Eligible Work
11 Weeks you worked between August 30, 2019 and January 14, 2025 and Eligible PAGA Pay
12 Periods you worked between September 1, 2022 and January 14, 2025. “Work Weeks” are
13 defined as any Work Week in which you worked at least one (1) day as an hourly, non-exempt
14 employee of Metropolitan Security Group Inc (“Defendant”) in California during the calendar
15 week. “PAGA Pay Periods” are defined as any pay period in which you worked at least one (1)
16 day as an hourly, non-exempt employee of Defendant in California during the pay period between
17 September 1, 2022 through January 14, 2025. The number of Class and PAGA Work Weeks
18 applicable to your claim are set forth below.

19 **YOUR ELIGIBLE WORK WEEKS**

20 Defendant’s records indicate that you worked <<number of Work Weeks>> Work Weeks
21 between August 30, 2019 and January 14, 2025 and <<number of PAGA Pay Periods>> PAGA
22 Pay Periods between September 1, 2022 and January 14, 2025.

23 **DISPUTE PROCEDURE**

24 If you wish to dispute the number of Work Weeks or PAGA Pay Periods credited to you, or
25 anything else about your employment status, you must notify the Administrator on or before
26 <<RESPONSE DEADLINE>>. You can complete and return this form by indicating what you
27 believe is incorrect on the blank lines below and return it to the Administrator by email, fax, or
28 regular U.S. Mail with proof of the submission date (such as a postmark or delivery service date
stamp). You should also send any documents or other information that you contend supports your
belief that the information set forth above is incorrect. The Administrator will resolve any dispute
based upon Defendant’s records and any information you provide. Please be advised that the
information on this Work Week Dispute Form is presumed to be correct unless the documents
you submit are company records from Defendant.

Executed on _____, 2025

(Signature)

<<Name>> _____

(Printed Name)

UNLESS YOU ARE FILING A DISPUTE REGARDING THE NUMBER OF WORK WEEKS OR PAY PERIODS, YOU DO NOT NEED TO COMPLETE THIS FORM

EMAIL TO THE ADMINISTRATOR: <<____@____.COM>>

FAX TO THE ADMINISTRATOR: <<(XXX) XXX-XXXX>>

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL
POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:

Bruce Kerry v. *Metropolitan Security Group Inc* Administrator
[ADDRESS]

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OBJECTION FORM

Bruce Kerry v. Metropolitan Security Group Inc
Superior Court of the State California, County of Los Angeles
Case No. 23STCV21057

Please verify and/or complete any missing identifying information:

CPT ID: <<CPT ID>>

<<Name>>

<<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip>>

CORRECT NAME AND ADDRESS HERE:

Telephone Number: (____) ____ - ____

THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF YOU OBJECT TO THE SETTLEMENT, YOU SHOULD SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY (OR ONE LIKE IT), AND YOU SHOULD EMAIL IT TO <<____@____.COM>>, FAX IT TO <<XXX-XXX-XXXX>>, OR MAIL IT BY FIRST CLASS U.S. MAIL TO THE ADMINISTRATOR SO THAT IT IS POSTMARKED ON OR BEFORE <<RESPONSE DEADLINE>>. THE ADDRESS FOR THE ADMINISTRATOR IS NOTED ON PAGE TWO OF THIS FORM.

THE ADMINISTRATOR WILL SEND THIS OBJECTION AND ANY SUPPORTING DOCUMENTS TO THE ATTORNEYS FOR THE PARTIES. THE ATTORNEYS FOR THE PARTIES WILL FILE THE OBJECTION WITH THE COURT.

IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM.

The Court will consider your objection at the Final Approval Hearing if you timely submit it. Include any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) that you would like the Court to consider. However, you may speak to the Court at the final approval hearing whether or not you submit a timely objection.

[] I OBJECT to the *Bruce Kerry v. Metropolitan Security Group Inc* Settlement on the following grounds (if additional space necessary, please include additional sheets of paper):

[] I am or will be represented by an attorney (provide name and address of attorney on lines below if applicable):

Executed on _____, 2025

(Signature)

<<Name>>

(Printed Name)

EMAIL TO THE ADMINISTRATOR: <<____@____.COM>>

FAX TO THE ADMINITRATOR: <<(XXX) XXX-XXXX>>

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL
POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:

Bruce Kerry v. Metropolitan Security Group Inc Administrator
[ADDRESS]

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