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Attorneys for Plaintiff DENNISHA LAMPKIN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

DENNISHA LAMPKIN, an individual and on
behalf of all others similarly situated;

Plaintiff,

vs.

SUNSTATES SECURITY, INC., a Delaware
corporation; and DOES 1 through 50,

Defendants.

Case No.: CVRI2305600

[Assigned for All Purposes to:
Hon. Harold W. Hopp, Dept. 1]

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND SETTING
A FINAL APPROVAL HEARING**

DATE: August 2, 2024

TIME: 8:30 a.m.

DEPT: 1

Reservation No.: 284869109588

Action Filed: October 18, 2023

Trial Date: Not Set

1 On October 18, 2023 Plaintiff Dennisha Lampkin (“Plaintiff”) filed a putative class action
2 Complaint in Riverside Superior Court (Case No. CVRI CVRI2305600) on behalf of herself and all
3 others similarly situated against Defendant Sunstates Security, Inc. (“Defendant”). In the operative
4 Second Amended Complaint (“SAC”), Plaintiff alleges the following causes of action: (1) Meal
5 Period Violations; (2) Rest Period Violations; (3) Wage Statement Penalties; (4) Waiting Time
6 Penalties; (5) Unfair Competition; (6) Civil Penalties Under the California Private Attorneys
7 General Act; (7) Minimum Wage Violations; (8) Overtime Wage Violations; (9) Failure to
8 Reimburse Business Expenses; (10) Failure to Timely Pay Wages and Maintain Required Records;
9 and (11) Unlawful Deductions. Plaintiff now seeks approval of a settlement between Plaintiff and
10 Defendant for the class and PAGA claims alleged in the SAC.

11 After engaging in informal discovery and obtaining the putative class members’ data and
12 performing a damage analysis, the parties engaged in a full day mediation with mediator Steven G.
13 Pearl, Esq., which ultimately resulted in a settlement.

14 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement was filed with the
15 Court on June 21, 2024. A hearing was held before this Court on August 2, 2024.

16 The Court has considered the Class and PAGA Action Settlement Agreement between
17 Plaintiff and Defendant (the “Settlement Agreement”), the Class Notice and all other papers filed in
18 this action.

19 NOW THEREFORE, IT IS HEREBY ORDERED:

20 1. All defined terms contained herein shall have the same meanings as set forth in the
21 Settlement Agreement;

22 2. The Class Representative and Defendant, through their counsel of record in the
23 Action, have reached an agreement to settle all claims in the Action on behalf of the Class as a
24 whole;

25 3. The Court hereby conditionally certifies the following Class for settlement purposes
26 only:

27 ///

28 ///

1 “All Defendant's current and former non-exempt employees in California who were
2 employed at any time during the Class Period (October 18, 2019 to May 15, 2024 unless
3 shortened at Defendant's option pursuant to Paragraph III.C.5 of the Settlement
4 Agreement)” (“Class”).

5 (Settlement Agreement ¶¶ I.C. & I.I.)

6 Should for whatever reason the Settlement Agreement and Judgment not become Final, the
7 fact that the parties were willing to stipulate to certification of a class as part of the Settlement
8 Agreement shall have no bearing on, or be admissible in connection with, the issue of whether a
9 class should be certified in a non-settlement context, as to any action between the Plaintiff and
10 Defendant.

11 4. The Court appoints and designates: (a) Plaintiff as the Class Representative and (b)
12 William Sung and Tiffany Luu of Justice for Workers, P.C., as Class Counsel for the Class. Class
13 Counsel is authorized to act on behalf of the Class with respect to all acts or consents required by,
14 or which may be given, pursuant to the Settlement Agreement, and such other acts reasonably
15 necessary to finalize the Settlement Agreement and its terms. Any Class Member may enter an
16 appearance through his or her own counsel at such Class Member's own expense. Any Class
17 Member who does not enter an appearance or appear on his or her own behalf will be represented
18 by Class Counsel.

19 5. The Court hereby approves the terms and conditions provided for in the Settlement
20 Agreement.

21 6. The Court hereby preliminarily approves the Settlement Agreement and the Gross
22 Settlement Amount of \$544,000.00, which is to be distributed as follows: out of the Gross
23 Settlement Amount, (a) up to \$10,000.00 is to be paid to the Class Representative for her services to
24 the Class; (b) a total of up to \$181,333.33 shall be paid to Class Counsel for attorneys' fees and up
25 to \$20,000.00 reimbursement of actual costs incurred; (c) \$50,000.00 for PAGA Penalties (75% of
26 which will be paid to the California Labor and Workforce Development Agency (“LWDA”) and
27 25% to the aggrieved employees) and (d) the Settlement Administrator shall be paid for its fees and
28 costs relating to the settlement administration process in the amount of up to \$10,000.00.

1 7. The Court finds that on a preliminary basis the Settlement Agreement appears to be
2 within the range of reasonableness of a settlement, Class Representative service award, Class
3 Counsel fees and costs, the settlement administration fees, and the allocation of payments to
4 Qualified Claimants, that could ultimately be given final approval by this Court. It appears to the
5 Court on a preliminary basis that the settlement is fair, adequate, and reasonable as to all potential
6 Class Members when balanced against the probable outcome of further litigation relating to liability
7 and damages issues. It also appears that extensive and costly investigation, research, and court
8 proceedings have been conducted so that counsel for the parties are able to reasonably evaluate their
9 respective positions. It appears to the Court that settlement at this time will avoid substantial
10 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
11 further prosecution of the Litigation. It also appears that settlement has been reached as a result of
12 intensive, serious, and non-collusive arms-length negotiations.

13 8. A hearing (the “Final Approval Hearing”) shall be held before this Court on
14 December 18, 2024 at 8:30 a.m. in Department 1 of the Superior Court of the State of California,
15 County of Riverside to determine all necessary matters concerning the Settlement Agreement,
16 including whether the proposed settlement of the action on the terms and conditions provided for in
17 the Settlement Agreement is fair, adequate and reasonable and should be finally approved by the
18 Court and whether a Judgment, as provided in the Settlement Agreement, should be entered herein.
19 At this same time, a hearing on Class Counsel’s motion for attorneys’ fees and reimbursement of
20 litigation costs and the Class Representative’s service award shall also be held.

21 9. The Court hereby approves, as to form and content, the Notice of Pendency of Class
22 Action and Proposed Settlement (“Class Notice”), Request for Exclusion Form (“Opt Out Form”)
23 and Objection Form (“Objection Form”) that are attached as Exhibits A, B and C to this Order.

24 10. The Court appoints and designates Simpluris, Inc. as the Settlement Administrator.
25 The Court hereby directs the Settlement Administrator to provide the approved Class Notice, Opt
26 Out Form and Objection Form within forty four (44) calendar days of the Preliminary Approval
27 Order using the procedures set forth in the Settlement Agreement. The Settlement Administrator is
28 further ordered to file with the Court a declaration with copies of any exclusions or objections it

1 received to the proposed settlement concurrently with the filing of the Motion for Final Approval of
2 the Settlement.

3 11. Any Class Member may choose to opt out of and be excluded from the settlement as
4 provided in the Settlement Agreement and Class Notice and by using the Opt Out Form or by
5 following the instructions for requesting exclusion. Any person who timely and properly opts out
6 of the settlement will not be bound by the Settlement Agreement or have any right to object, appeal,
7 or comment thereon. Any Opt Out request must be in writing and signed by each such Class
8 Member opting out and must otherwise comply with the requirements delineated in the and Class
9 Notice. Any Opt Out request must be sent to the Settlement Administrator and not filed with the
10 Court. Class Members who have not requested exclusion by submitting a valid and timely Opt Out
11 request, by the Opt Out Deadline, shall be bound by all determinations of the Court, the Settlement
12 Agreement, and Judgment.

13 12. Any Class Member may object to and/ or express his or her views regarding the
14 Proposed Settlement and may present evidence and briefs or other papers that may be proper and
15 relevant to the issues to be heard and determined by the Court as provided in the Class Notice to the
16 Settlement Administrator. Any Class Member must make his or her objection in the manner
17 provided for in the Settlement Agreement and Class Notice. Any objection request must be sent to
18 the Settlement Administrator and not filed with the Court. Any Class Member that serves a proper
19 written objection does not need to appear at the Motion for Final Approval for that Class Member's
20 objection to be considered. Class Counsel will provide notice to any objecting party of any
21 continuance of the hearing of the Motion for Final Approval by first class mail.

22 13. Defendant must exercise any right it may have to terminate the Settlement.
23 Agreement by no later than fourteen (14) calendar days after the Settlement Administrator notifies
24 the Parties of the number of valid Elections Not to Participate in Settlement it has received.

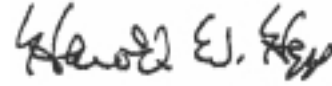
25 14. The Motion for Final Approval shall be filed by the Class Representative no later
26 than sixteen (16) court days before the Final Approval Hearing.

27 15. The Court reserves the right to adjourn or continue the date of the Final Approval
28 Hearing and all dates provided for in the Settlement Agreement. In the event the hearing date is

1 continued, Class Counsel will provide notice to any objecting party of any continuance of the
2 hearing of the Motion for Final Approval by first class mail. The Court retains jurisdiction to
3 consider all further applications arising out of or connected with the Settlement Agreement.

4 IT IS SO ORDERED.

5
6
7 DATED: August 19, 2024



Honorable Harold W. Hopp
Judge of the Superior Court

EXHIBIT A

Dennisha Lampkin v. Sunstates Security, Inc.
SETTLEMENT ADMINISTRATOR
SIMPLURIS, INC.

IMPORTANT LEGAL MATERIALS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

Dennisha Lampkin v. Sunstates Security, Inc.
Case No. CVRI2305600

**NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED
SETTLEMENT**

**YOU ARE ESTIMATED TO RECEIVE APPROXIMATELY \$<<EstimatedAward>>
THROUGH THIS CLASS ACTION SETTLEMENT.**

To: All current and former non-exempt (hourly) employees in California who were employed by Sunstates Security, Inc. at any time between October 18, 2019 to May 15, 2024.

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.
YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED
SETTLEMENT.

**TO RECEIVE YOUR SHARE OF THE SETTLEMENT, YOU DO NOT NEED TO DO
ANYTHING.**

This Notice is Court Approved. This is not a solicitation from an attorney.

1. WHY DID I GET THIS NOTICE?

You received this Notice because the court granted preliminary approval of a proposed settlement (the “Settlement”) in the class action and representative lawsuit entitled *Lampkin v. Sunstates Security, Inc.*, Riverside County Superior Court, Case No. CVRI2305600 (hereinafter referred to as the “Action”) on August 2, 2024.

The Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement, see Section 15, below.

2. WHAT IS THE ACTION ABOUT?

On October 18, 2023, Plaintiff Dennisha Lampkin (“Plaintiff”) filed a putative class action Complaint against Defendant Sunstates Security, Inc. (“Sunstates” or “Defendant”) in Riverside Superior Court (Case No. CVRI2305600) on behalf of herself and all allegedly similarly situated individuals, alleging 1) meal period violations, 2) rest period violations, 3) wage statement penalties, 4) waiting time penalties, and 5) unfair competition. On March 13, 2024, Plaintiff filed a First Amended Complaint adding a cause of action for civil penalties under the Private Attorneys General Act (“PAGA”). On May 31, 2024, Plaintiff filed a Second Amended Complaint allegation minimum and overtime wage violations, failure to reimburse necessary business expenses, failure to timely pay wages and maintain required records, and unlawful deductions of wages.

Sunstates denies the allegations in the Action and is prepared to continue to defend the action vigorously. No court has made any ruling on the merits in the Action. 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 hearing.

3. WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Plaintiff brought his case as a class action.

In the Action, the Plaintiff seeks to represent you on a class and representative basis. Sunstates is the Defendant. A class action allows the Court to resolve the claims of all the class members at the same time. A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action. A class action allows one court to resolve all of the issues in a lawsuit for all the class members who choose not to exclude themselves from the class.

4. WHO IS INCLUDED IN THE SETTLEMENT CLASS?

All current and former non-exempt (hourly) employees in California who were employed by Sunstates Security, Inc. at any time between October 18, 2019 to May 15, 2024.

5. WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

There was a hearing on August 2, 2024, in the Superior Court of the State of California for the County of Riverside, at which time Judge Harold W. Hopp preliminarily approved the Settlement. The Settlement will resolve the Class Members' claims for violation of Labor Code alleged in the Second Amended Complaint that arose during the Class Period.

The Settlement represents a compromise of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Sunstates that the claims in the Actions have merit or that Sunstates has any liability to the Plaintiff or the Class Members on those claims. No court has made any ruling on the merits of the Action.

The parties have agreed to settle the case for \$544,000.00 ("Gross Settlement Amount"). Under the terms of the settlement, the following payments have been agreed to: (1) attorneys' fees not to exceed \$181,333.33 (33.33%) of the Gross Settlement Amount; (2) all documented litigation costs to Class Counsel, in amounts set by the Court, which are expected to not exceed \$20,000.00; (3) service payment to the Named Plaintiff for services in the Action and in exchange for a full general release from him, in an amount not to exceed \$10,000.00; (4) \$10,000.00 for administration settlement costs; and (5) a payment of \$37,500.00 to the State of California's Labor and Workforce Development Agency in connection with settlement of the claims under PAGA. The amount of money remaining after these payments is the amount that will be distributed to individuals who are Settlement Class Members and/or PAGA aggrieved employees. This amount is known as the "Settlement Share."

Each Class Member will receive a Settlement Share based on their pro-rata share of the Net Settlement Amount based on the number of workweeks worked for Settlement Class Members who do not validly opt-out of this Settlement. In other words, the Net Settlement Amount will be divided by the total number of workweeks worked by all Settlement Class Members and then multiplied by the total number of workweeks worked by each Settlement Class Member between October 18, 2019 to May 15, 2024 (the "Class Period").

Your estimated Settlement payments is <<Estimated Payment>>.

6. HOW DOES THE SETTLEMENT AFFECT MY RIGHTS?

If the Settlement is approved, the Court will enter a Final Order and Judgment. Upon entry of the Final Order and Judgment, you will release the following claims, and will be barred from prosecuting any and all such claims, against Sunstates, its officers, directors, employees and agents:

1. Participating Class Members. Upon entry of final judgment and payment by Defendant of the Gross Settlement Amount (plus employer-side payroll taxes), Participating

Class Members, on behalf of themselves and their respective representatives, agents, attorneys, heirs, administrators, successors, and assigns, hereby do and shall be deemed to have released the Released Parties from the Released Class Claims. “Released Class Claims” mean all claims, damages, or causes of action alleged in, or arising out of, the allegations in the Second Amended Complaint in the Action that arose during the Class Period and which were alleged, or could have been alleged, by Plaintiff based on any of the factual allegations contained in the Second Amended Complaint in the Action, including, but not limited to, claims for unpaid minimum and overtime wages (including, inter alia, in connection with off-the-clock work and improper rounding of time), claims related to noncompliant meal and rest breaks or periods and nonpayment of premium pay for such, failure to comply with itemized employee wage statement provisions, failure to pay wages due at separation and associated waiting time penalties, failure to timely pay wages during employment, failure to maintain compliant time and payroll records, the failure to reimburse for business expenses, and unfair or unlawful business practices pursuant to California Business and Professions Code § 17200, et seq. based on the aforementioned. The Released Class Claims specifically include, but are not limited to, all claims arising under California Labor Code sections 201, 202, 203, 204, 210, 218.5, 226, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802, California Industrial Welfare Commission Wage Order 4-2001, California Business and Profession Code sections 17200, et seq., California Code of Civil Procedure section 1021.5, and California common law of contract, interest and claims for attorney’s fees relating in any way to those claims alleged and mentioned in the operative complaint in the Action.

2. Aggrieved Employees. Upon entry of final judgment and payment by Defendant of the Gross Settlement Amount, the State of California and Plaintiff hereby do and shall be deemed to have released the Released Parties from the Released PAGA Claims. “Released PAGA Claims” means any and all claims for civil penalties under PAGA based on the allegations in the PAGA Notice that arose during the PAGA Period, including violations of California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2698, et seq., and IWC Wage Order 4-2001 as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA Notice submitted in the Action

The precise definitions of the capitalized terms in the paragraphs above can be found in the Notice of Filing Class Action Settlement Agreement and Release of Claims, Exhibit 1 - Class and PAGA Action Settlement Agreement between Plaintiff and Sunstates, filed on June 21, 2024 which can be viewed at the Riverside Superior Court, Historic Courthouse, located at 4050 Main Street, Riverside, CA 92501 during normal business hours or viewed online at <https://epublic-access.riverside.courts.ca.gov/public-portal/>.

7. WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

You do not need to do anything to participate in the settlement. You will receive a monetary award from this Settlement approximately 90 days after the Final Approval Hearing on December 18, 2024, if the Settlement is approved, and no later appeal is filed. Class Counsel have been appointed and approved by the Court and Class Counsel will represent you.

NOTE: It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment. If you fail to keep your address current, you may not receive your settlement payment.

8. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

You can object to any of the terms of the Settlement before or at the Final Approval Hearing. Failure to take the steps below will be deemed a waiver of your objections. If the Court rejects your objection, you will still be bound by the terms of the Settlement, and receive a settlement payment unless you timely request to be excluded from the settlement and submit the exclusion form provided to you. To object, in writing, you should mail your written objection to the Settlement Administrator at the addresses listed below by **[INSERT OBJECTION DEADLINE]**, 45 days after the date of mailing of this Notice:

- Settlement Administrator:

Lampkin v. Sunstates
Simpluris, Inc.
3194-C Airport Loop Dr.
Costa Mesa, CA 92626

Any written objections shall state each specific reason for your objection and any legal support for each objection. You may use the enclosed Objection Form and state the reason for your objection. You may appear personally at the Final Approval Hearing, or through your own counsel, paid for at your own expense.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FINAL APPROVAL HEARING.

9. WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to request exclusion from the settlement. To do so, you may use the enclosed exclusion form and mail it to the Settlement Administrator at the following address:

Lampkin v. Sunstates
Simpluris, Inc.
3194-C Airport Loop Dr.
Costa Mesa, CA 92626

To be valid, a written request for exclusion can be made by utilizing the enclosed Request

for Exclusion Form or must state that you wish to be excluded, and (1) must contain your name (and former names, if any), current address; (2) must be signed by you; (3) must be postmarked on or before [EXCLUSION DEADLINE], 45 days after the date of mailing of this Notice; and (4) returned to the Settlement Administrator at the address listed above.

Unless you timely request to be excluded from the settlement, you will be bound by the judgment upon final approval of the Settlement, including the Release described in this Notice. Class Counsel will not represent your interests if you request to be excluded.

Even if you choose to exclude yourself from the class settlement, if you are a PAGA Aggrieved Employee, you will still receive your share of the portion of the settlement allocated to the PAGA claims, and you will still be bound by the release of PAGA claims.

10. YOUR NUMBER OF WORKWEEKS

Based on Sunstates' records, your number of workweeks worked during the Class Period is <<Workweeks Worked>>. If you dispute the number of workweeks allocated to you, you may mail your written dispute with supporting documentation on the number of workweeks you worked during the Class Period to the Settlement Administrator, who will decide the amount of workweeks you worked, at the addresses listed below by [INSERT DISPUTE DEADLINE], 45 days after the date of mailing of this Notice.

- Settlement Administrator:

Lampkin v. Sunstates
Simpluris, Inc.
3194-C Airport Loop Dr.
Costa Mesa, CA 92626

11. WILL THE NAMED PLAINTIFF BE COMPENSATED FOR BRINGING THIS LAWSUIT?

The Plaintiff individually will request a service award of up to \$10,000.00 for her services as the Representative and for her efforts in bringing the Action. In exchange for this payment, Plaintiff will also execute an individual general release. The Court will make the final decision as to the amount of the service award to be paid to the Plaintiff. Plaintiff's Application for her service award can be viewed at the Courthouse after November 22, 2024, during normal business hours (as well as Class Counsel's Application for Attorneys' Fees and Costs as discussed below).

12. DO I HAVE A LAWYER IN THIS CASE?

Yes. The Court has ordered that the interests of Named Plaintiff and the Class Members are represented by counsel for Named Plaintiff as follows:

William C. Sung, Esq.
Email: william@justiceforworkers.com

Tiffany L. Luu, Esq.
Email: tluu@justiceforworkers.com
JUSTICE FOR WORKERS, P.C.
3600 Wilshire Boulevard, Suite 1815
Los Angeles, CA 90010
Tel.: (323) 922-2000
Fax: (323) 922-2000

(Collectively, “Class Counsel”). Class Members will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

13. HOW WILL THE LAWYERS BE PAID?

Class Counsel will be requesting from the Court an amount not to exceed 33.33% of the total settlement amount (in other words, up to \$181,333.33) for their attorneys’ fees and litigation costs not exceeding \$20,000. A copy of Class Counsel’s application for attorneys’ fees and costs can be viewed at the Riverside Superior Court, Historic Courthouse, located at 4050 Main Street, Riverside, CA 92501 after November 22, 2024, during normal business hours or viewed online at <https://epublic-access.riverside.courts.ca.gov/public-portal/>. The actual amount awarded to Class Counsel will be determined by the Court.

14. WHAT IS THE FINAL APPROVAL HEARING?

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Class; to consider the award of attorneys’ fees and expenses to Class Counsel; and to consider the request for a service award to Lampkin.

15. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold the Final Approval Hearing on December 18, 2024 at 8:30 a.m. in Department 1 of the Superior Court of the State of California for the County of Riverside, Historic Courthouse, 4050 Main St, Riverside, CA 92501 (“Final Approval Hearing”).

The Final Approval Hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing to have your objection considered by the Court. However, you have the right to attend the Final Approval Hearing and be represented by your own counsel at your own expense. If you plan to attend the Final Approval Hearing, you may contact Class Counsel to confirm the date and time. If the Settlement is not approved by the Court or does not become final for some reason, the Action may continue to trial. If you served a timely objection with the Settlement Administrator, you will be provided with notice of any continuances of the final approval hearing by first class mail.

16. MAY I SPEAK AT THE FINAL APPROVAL HEARING?

At the hearing, the Court will be available to hear any objections and arguments

concerning the Settlement. You may attend, but you do not have to attend. If you have requested exclusion from the Settlement, however, you may not speak at the Final Approval Hearing.

17. HOW DO I GET MORE INFORMATION?

To see a copy of the Class Action Settlement Agreement and Release of Claims between Plaintiff and Sunstates (which defines the capitalized terms used in this Notice and provides a brief summary of what has happened in the Action), the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, the operative Complaint filed in the *Lampkin* lawsuit, and other filed documents related to Lampkin's lawsuit and this Settlement, you may view all such files at the Clerk's office at the Superior Court of the State of California for the County of Riverside, Historic Courthouse, 4050 Main St, Riverside, CA 92501 or viewed online at <https://epublic-access.riverside.courts.ca.gov/public-portal/>.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the address and telephone number listed below, toll free. Please refer to the Lampkin v. Sunstates Class Action Settlement.

Lampkin v. Sunstates
Simpluris, Inc.
3194-C Airport Loop Dr.
Costa Mesa, CA 92626
Toll-free number: 800-779-2104

You may also contact the attorneys for the Class, whose names and contact information is listed above.

18. WHAT IF MY INFORMATION CHANGES?

If, after you receive this Notice, you change your postal address or telephone number, it is your responsibility to inform the Settlement Administrator of your updated information.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE
LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE**

EXHIBIT B

OBJECTION FORM

DENNISHA LAMPKIN v. SUNSTATES SECURITY, INC.
Case No. CVRI2305600

**TO OBJECT TO THE SETTLEMENT YOU MUST FILL OUT, SIGN AND RETURN
THIS FORM, POSTMARKED ON OR BEFORE **INSERT DATE**, 2024, TO
SIMPLURIS, INC., 3194-C AIRPORT LOOP DR., COSTA MESA, CA 92626**

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

[NAME] Former Names (if any):

[ADDRESS LINE 1] _____

[ADDRESS LINE 2] _____

TELEPHONE NUMBER _____

**THIS FORM IS TO BE USED ONLY IF YOU WANT TO OBJECT TO THE PROPOSED
SETTLEMENT.**

I object to the settlement for the following reasons:

Executed on _____, 2024

Signature: _____

EXHIBIT C

REQUEST FOR EXCLUSION FORM

DENNISHA LAMPKIN v. SUNSTATES SECURITY, INC.

Case No. CVRI2305600

TO EXCLUDE YOURSELF FROM THE SETTLEMENT YOU MUST SIGN AND RETURN THIS FORM, POSTMARKED ON OR BEFORE **INSERT DATE, 2024, TO: SIMPLURIS, INC., 3194-C AIRPORT LOOP DR., COSTA MESA, CA 92626**

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

[NAME] Former Names (if any):

[ADDRESS LINE 1] _____

[ADDRESS LINE 2] _____

TELEPHONE NUMBER _____

THIS FORM IS TO BE USED ONLY IF YOU DO NOT WANT TO PARTICIPATE IN THE PROPOSED SETTLEMENT. IF YOU WANT TO RECEIVE A SETTLEMENT PAYMENT DO NOT SUBMIT THIS FORM.

[] By checking the box to the left, and signing and completing the below, I agree to the following:

I do not want to participate in the settlement in DENNISHA LAMPKIN v. SUNSTATES SECURITY, INC. Case No. CVRI2305600

I understand by not participating and excluding myself from the settlement, that I will not receive any money from the settlement.

Executed on _____, 2024

Signature: _____