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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

VERONICA CARDONA, an individual and
on behalf of all others similarly situated,

Plaintiff,

v.

VINTAGE GROUP SECURITY SERVICES,
LLC, a California limited liability company;
DOES 1 through 100, inclusive,

Defendant.

CASE NO.: CVRI2305904

[Assigned for all purposes to Hon. Harold
W. Hopp in Department 1]

**SECOND AMENDED CLASS AND
PAGA SETTLEMENT AGREEMENT**

Action Filed: November 2, 2023

Trial Date: None Set

1 This Second Amended Class Action and PAGA Settlement Agreement (“Agreement”) is
2 made by and between plaintiff Veronica Cardona (“Plaintiff”) and Defendant Vintage Group
3 Security Services, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant
4 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 *Veronica Cardona v. Vintage Group Security Services, LLC*, Case No.
8 CVRI2305904, initiated on November 2, 2023, and pending in Superior Court of the State of
9 California, County of Riverside.

10 1.2. “Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”), the
11 neutral entity the Parties have agreed to appoint to administer the Settlement.

12 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
13 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
14 with the Administrator’s “not to exceed” bid submitted to the Court in connection with
15 Preliminary Approval of the Settlement.

16 1.4. “Aggrieved Employee” means a person employed by Defendant in California and
17 classified as a non-exempt, hourly-paid employee who worked for Defendant during the PAGA
18 Period.

19 1.5. “Class” means all persons currently or formerly employed by Defendant, either directly
20 or through any subsidiary, staffing agency, or professional employer organization, as non-
21 exempt, hourly-paid employees during the Class Period in the State of California.

22 1.6. “Class Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,
23 P.C.

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

27 1.8. “Class Data” means Class Member identifying information in Defendant’s custody,
28 possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3)

1 last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of
2 employment as an hourly, non-exempt employee (i.e., hire dates, and, if applicable, re-hire
3 date(s) and/or separation date(s)).

4 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either
5 a Participating Class Member or Non-Participating Class Member (including a Non- Participating
6 Class Member who qualifies as an Aggrieved Employee).

7 1.10. “Class Member Address Search” means the Administrator’s investigation and search for
8 current Class Member mailing addresses using all reasonably available sources, methods and
9 means including, but not limited to, the National Change of Address database, skip traces, and
10 direct contact by the Administrator with Class Members.

11 1.11. “Class Notice” means the NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
12 AND DATE FOR FINAL APPROVAL HEARING, to be mailed to Class Members in English
13 and Spanish in the form, without material variation, attached as Exhibit A and incorporated by
14 reference into this Agreement.

15 1.12. “Class Period” means the period from November 2, 2019, through January 31, 2025.

16 1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action
17 seeking Court approval to serve as a Class Representative.

18 1.14. “Class Representative Service Payment” means the payment to the Class Representative
19 for initiating the Action and providing services in support of the Action.

20 1.15. “Court” means the Superior Court of California, County of Riverside.

21 1.16. “Defendant” means named Vintage Group Security Services, LLC.

22 1.17. “Defense Counsel” means Katherine C. Den Bleyker of O’Hagan Meyer LLP.

23 1.18. “Effective Date” means the later of: (a) the Court enters a Judgment on its Order Granting
24 Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the
25 latest of the following occurrences: (a) if no Participating Class Member objects to the
26 Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members
27 objects to the Settlement, the day after the deadline for filing a notice of appeal from the
28

Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

1.21. “Final Judgment” means the Judgment entered by the Court based upon the Final Approval.

1.22. “Gross Settlement Amount” means \$350,000.00 (Three Hundred Fifty Thousand Dollars and Zero Cents) which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and Administrator’s Expenses.

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

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

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

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

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

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

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

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

1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

1.31. “PAGA Period” means the period from November 2, 2022 through the end of the Class Period.

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

1.33. “PAGA Notice” means Plaintiff’s November 2, 2023 letter to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$5,000.00) and the 75% to the LWDA (\$15,000.00) in settlement of PAGA claims.

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

1.36. “Plaintiff” means Veronica Cardona the named plaintiff in the Action.

1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

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

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

1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4 below.

1.41. “Released Parties” means: Defendant, and each of its officers, directors, employees, and agents.

1 1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be
2 excluded from the Class Settlement signed by the Class Member.

3 1.43. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to
4 Class Members and Aggrieved Employees, and shall be the last date on which Class Members
5 may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the
6 Settlement. Class Members to whom Notice Packets are resent after having been returned
7 undeliverable to the Administrator shall have an additional 15 days beyond the Response
8 Deadline has expired.

9 1.44. “Settlement” means the disposition of the Action effected by this Agreement and the
10 Judgment.

11 1.45. “Workweek” means any week during which a Class Member worked for Defendant, for
12 at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and
13 termination dates (as applicable).

14 **2. RECITALS**

15 2.1. On November 2, 2023, Plaintiff commenced this Action by filing a class action complaint
16 against Defendant for: failure to pay overtime and minimum wages; failure to provide meal
17 breaks, rest breaks, or compensation in lieu thereof; waiting time penalties; wage statement
18 violations; failure to indemnify employees; and unfair competition (the “Operative Complaint”).

19 2.2. Also on November 2, 2023, Plaintiff provided written notice (the “PAGA Notice”) to the
20 Labor & Workforce Development Agency (“LWDA”) pursuant to the procedures specified in
21 Labor Code section 2699.3 online and by certified mail, with return receipt requested, of
22 Defendant’s violation of various Labor Code provisions as herein described.

23 2.3. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

24 2.4. Prior to mediation Plaintiff obtained, through informal discovery: (a) time and payroll
25 records for Class Members through the date of mediation; (b) class data points, including the
26 total number of Class Members and Aggrieved Employees through the date of mediation, total
27 number of Workweeks in the Class Period through the date of mediation, total number of Pay
28 Periods in the PAGA Period through the date of mediation, the number of separated employees

1 during the Class Period through the date of mediation, and others; (c) internal policy documents;
2 and (d) all documents pertaining to Plaintiff available to Defendant.

3 2.5. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in
4 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*
5 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

6 2.6. On November 20, 2024, the Parties participated in an all-day mediation presided over by
7 Gig Kyriacou. The mediation was successful, and the Parties agreed to globally resolve all class
8 and PAGA claims in the Action.

9 2.7. As part of this agreement, the Parties stipulate to Plaintiff filing an amended complaint in
10 the Action adding a claim against Defendant for civil penalties under PAGA arising during the
11 PAGA Period for the claims that were alleged in Plaintiff's PAGA Notice dated November 2,
12 2023, to the LWDA.

13 2.8. The Court has not granted class certification.

14 2.9. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any
15 other pending class action matter or class action asserting claims that will be extinguished or
16 affected by the Settlement.

17 **3. MONETARY TERMS**

18 Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below, Defendant
19 promise to pay \$350,000.00 as the Gross Settlement Amount, unless increased pursuant to
20 Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll taxes owed
21 on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the
22 Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of
23 this Agreement. The Administrator will disburse the entire Gross Settlement Amount without
24 asking or requiring Participating Class Members or Aggrieved Employees to submit any claim
25 as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

26 3.1. Payments from the Gross Settlement Amount. The Administrator will make and deduct
27 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
28 in the Final Approval:

1 3.1.1. To Plaintiff: Class Representative Service Payment to Plaintiff of not more than
2 \$7,500.00 in addition to any Individual Class Payment and any Individual PAGA
3 Payment Plaintiff is entitled to receive as a Participating Class Member. Defendant will
4 not oppose Plaintiff's request for a Class Representative Service Payment that does not
5 exceed this amount. As part of the motion for Class Counsel Fees Payment and Class
6 Litigation Expenses Payment, Plaintiff will seek Court approval for any Class
7 Representative Service Payments prior to the Final Approval Hearing. If the Court
8 approves a Class Representative Service Payment less than the amount requested, the
9 Administrator will retain the remainder in the Net Settlement Amount. The
10 Administrator will pay the Class Representative Service Payment using IRS Form 1099.
11 Plaintiff assumes full responsibility and liability for employee taxes owed on the Class
12 Representative Service Payment.

13 3.1.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third
14 (1/3) of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph
15 8.1 of this Agreement, is currently estimated to be \$116,666.67 and a Class Counsel
16 Litigation Expenses Payment of not more than \$30,000.00. Defendant will not oppose
17 requests for these payments provided that do not exceed these amounts. Plaintiff and/or
18 Class Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class
19 Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves
20 a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less
21 than the amounts requested, the Administrator will allocate the remainder to the Net
22 Settlement Amount. Released Parties shall have no liability to Class Counsel or any
23 other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee
24 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will
25 pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one
26 or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes
27 owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses
28 Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute

1 or controversy regarding any division or sharing of any of these Payments. There will
2 be no additional charge of any kind to either the Settlement Class Members or request
3 for additional consideration from Defendant for such work unless, Defendant materially
4 breach this Agreement, including any term regarding funding, and further efforts are
5 necessary from Class Counsel to remedy said breach, including, without limitation,
6 moving the Court to enforce the Agreement. Should the Court approve attorneys' fees
7 and/or litigation costs and expenses in amounts that are less than the amounts provided
8 for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

9 3.1.3. To the Administrator: An Administrator Expenses Payment not to exceed
10 \$8,750.00 except for a showing of good cause and as approved by the Court. To the
11 extent the Administration Expenses are less or the Court approves payment less than
12 \$8,750.00, the Administrator will retain the remainder in the Net Settlement Amount.

13 3.1.4. To Each Participating Class Member: An Individual Class Payment calculated
14 by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
15 by all Participating Class Members during the Class Period and (b) multiplying the result
16 by each Participating Class Member's Workweeks.

17 3.1.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating
18 Class Member's Individual Class Payment will be allocated to settlement of
19 wage claims (the "Wage Portion"). The Wage Portions are subject to tax
20 withholding and will be reported on an IRS W-2 Form. The 80% of each
21 Participating Class Member's Individual Class Payment will be allocated to
22 settlement of claims for interest and penalties (the "Non-Wage Portion"). The
23 Non-Wage Portions are not subject to wage withholdings and will be reported
24 on IRS 1099 Forms. Participating Class Members assume full responsibility
25 and liability for any employee taxes owed on their Individual Class Payment.

26 3.1.4.2. Effect of Non-Participating Class Members on Calculation of Individual
27 Class Payments. Non-Participating Class Members will not receive any
28 Individual Class Payments. The Administrator will retain amounts equal to

their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.1.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000.00 to be paid from the Gross Settlement Amount, with 75% (\$15,000.00) allocated to the LWDA PAGA Payment and 25% (\$5,000.00) allocated to the Individual PAGA Payments.

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

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

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 282 Class Members who collectively worked a total of 15,000 Workweeks between the start of the class period and the date of mediation.

4.2. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class

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

6 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
7 Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by
8 transmitting the funds to the Administrator no later than 30 days after the Effective Date.

9 4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendant funds the
10 Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,
11 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
12 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
13 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,
14 the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment
15 shall not precede disbursement of Individual Class Payments, and the Individual PAGA
16 Payments.

17 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
18 Individual PAGA Payments and send them to the Class Members via First Class U.S.
19 Mail, postage prepaid. The face of each check shall prominently state the date (not less
20 than 180 days after the date of mailing) when the check will be voided. The
21 Administrator will cancel all checks not cashed by the void date. The Administrator
22 will send checks for Individual Settlement Payments to all Participating Class Members
23 (including those for whom Class Notice was returned undelivered). The Administrator
24 will send checks for Individual PAGA Payments to all Aggrieved Employees including
25 Non-Participating Class Members who qualify as Aggrieved Employees (including
26 those for whom Class Notice was returned undelivered). The Administrator may send
27 Participating Class Members a single check combining the Individual Class Payment
28 and the Individual PAGA Payment. Before mailing any checks, the Settlement

1 Administrator must update the recipients' mailing addresses using the National Change
2 of Address Database.

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

12 4.4.3. For any Class Member whose Individual Class or PAGA Payment check is
13 uncashed and cancelled after the void date, the Administrator shall transmit the funds
14 represented by such checks to the California Controller's Unclaimed Property Fund in
15 the name of the Class Member, thereby leaving no "unpaid residue" subject to the
16 requirements of California Code of Civil Procedure section 384, subd. (b).

17 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
18 not obligate Defendant to confer any additional benefits or make any additional
19 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
20 specified in this Agreement.

21 **5. RELEASE OF CLAIMS**

22 Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
23 and on the date when Defendant fully funds the entire Gross Settlement Amount and funds all
24 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,
25 Class Members, and Class Counsel will release claims against all Released Parties as follows:

26 5.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses,
27 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
28 and discharge Defendant, and each of its former, present, and future owners, parents, and

1 subsidiaries, and all of their current, former and future spouse(s), children, officers, directors,
2 members, managers, employees, consultants, partners, insurers, reinsurers, and/or legal
3 representatives from any and all claims she may have against them at this time. Plaintiff's
4 Release does not extend to any claims or actions to enforce this Agreement, or to any claims for
5 vested benefits, unemployment benefits, disability benefits, social security benefits, workers'
6 compensation benefits that arose at any time, or based on occurrences outside the Class Period.
7 Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to,
8 the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that
9 Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or
10 additional facts or Plaintiff's discovery of them.

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

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

19 5.2. Release of Class Claims: For the duration of the Class Period, all Participating Class
20 Members, on behalf of themselves and their respective former and present representatives,
21 agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all
22 claims, arising during the Class Period, for the claims brought by Plaintiff in the complaint filed
23 in the Action, or that could have been brought in the Action based on the factual allegations
24 made by Plaintiff in the Operative Complaint.

25 5.3. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not
26 release any other claims, including claims for vested benefits, wrongful termination, violation of
27 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
28 workers' compensation, or claims based on facts occurring outside the Class Period.

1 5.4. Release of PAGA Claims: For the duration of the PAGA Period, Plaintiff and the State
2 of California, by and through Plaintiff as an agent and proxy of the LWDA, are deemed to release,
3 on behalf of themselves and their respective former and present representatives, agents, attorneys,
4 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA
5 penalties that were alleged, or reasonably could have been alleged, based on the facts stated in
6 the Operative Complaint and the PAGA Notice.

7 **6. MOTION FOR PRELIMINARY APPROVAL**

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

11 6.1. Defendant’s Declaration in Support of Preliminary Approval. Within 30 days of full
12 execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed
13 declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or
14 potential conflicts of interest with the Administrator and Cy Pres Recipient.

15 6.2. Plaintiff’s Responsibilities. Plaintiff will prepare and endeavor to deliver to Defense
16 Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the
17 notice, and memorandum in support, of the Motion for Preliminary Approval that includes an
18 analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement
19 under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary
20 Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed
21 declaration from the Administrator attaching its “not to exceed” bid for administering the
22 Settlement and attesting to its willingness to serve; competency; operative procedures for
23 protecting the security of Class Data; amounts of insurance coverage for any data breach,
24 defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of
25 interest with Class Members; and the nature and extent of any financial relationship with
26 Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming
27 willingness and competency to serve and disclosing all facts relevant to any actual or potential
28 conflicts of interest with Class Members; (v) a signed declaration from each Class Counsel firm

attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator.

6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

7. SETTLEMENT ADMINISTRATION

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

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1 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
2 Identification Number for purposes of calculating payroll tax withholdings and providing reports
3 state and federal tax authorities.

4 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
5 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section
6 468B-1.

7 7.4. Notice to Class Members

8 7.4.1. No later than three (3) business days after receipt of the Class Data, the
9 Administrator shall notify Class Counsel that the list has been received and state the
10 number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the
11 Class Data.

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

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

28 ///

1 7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks
2 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days
3 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose
4 notice is re-mailed. The Administrator will inform the Class Member of the extended
5 deadline with the re-mailed Class Notice.

6 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
7 discovers any persons who believe they should have been included in the Class Data
8 and should have received Class Notice, the Parties will expeditiously meet and confer,
9 and in good faith, in an effort to agree on whether to include them as Class Members.
10 If the Parties agree, such persons will be Class Members entitled to the same rights as
11 other Class Members, and the Administrator will send, via email or overnight delivery,
12 a Class Notice requiring them to exercise options under this Agreement not later than
13 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which
14 ever are later.

15 7.4.6. The Administrator shall send a reminder notice to every Class Member from
16 whom no written Request for Exclusion is received within 30 days of mailing the Class
17 Notice.

18 7.5. Requests for Exclusion (Opt-Outs).

19 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
20 must send the Administrator, by mail, a signed written Request for Exclusion not later
21 than 45 days after the Administrator mails the Class Notice (plus an additional 15 days
22 for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
23 from a Class Member or his/her representative that reasonably communicates the Class
24 Member's election to be excluded from the Settlement and includes the Class Member's
25 name, address and email address or telephone number. Class Members may fill out and
26 mail the "Request for Exclusion" form attached hereto as Exhibit "B" to the
27 Administrator as their written Request for Exclusion. To be valid, a Request for
28 Exclusion must be timely postmarked by the Response Deadline.

1 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
2 fails to contain all the information specified in the Class Notice. The Administrator
3 shall accept any Request for Exclusion as valid if the Administrator can reasonably
4 ascertain the identity of the person as a Class Member and the Class Member's desire
5 to be excluded. The Administrator's determination shall be final and not appealable or
6 otherwise susceptible to challenge. If the Administrator has reason to question the
7 authenticity of a Request for Exclusion, the Administrator may demand additional proof
8 of the Class Member's identity. The Administrator's determination of authenticity shall
9 be final and not appealable or otherwise susceptible to challenge.

10 7.5.3. Every Class Member who does not submit a timely and valid Request for
11 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
12 to all benefits and bound by all terms and conditions of the Settlement, including the
13 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
14 regardless whether the Participating Class Member actually receives the Class Notice
15 or objects to the Settlement.

16 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
17 Non-Participating Class Member and shall not receive an Individual Class Payment or
18 have the right to object to the class action components of the Settlement. Because future
19 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
20 Participating Class Members who are Aggrieved Employees are deemed to release the
21 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual
22 PAGA Payment.

23 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
24 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
25 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods
26 (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge
27 the allocation by communicating with the Administrator via mail. The Administrator must
28 encourage the challenging Class Member to submit supporting documentation. In the absence

of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7. Objections to Settlement

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

7.7.2. Participating Class Members may send written objections to the Administrator by filling out and mailing the "Objection to Settlement" form attached hereto as Exhibit "C" to the Administrator. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

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

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

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class

1 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
2 Class Counsel Litigation Expenses Payment and Class Representative Service Payment,
3 the Final Approval and the Judgment. The Administrator will also maintain and monitor
4 an email address and a toll-free telephone number to receive Class Member calls and
5 emails.

6 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
7 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
8 Not later than 5 days after the expiration of the deadline for submitting Requests for
9 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
10 containing (a) the names and other identifying information of Class Members who have
11 timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and
12 other identifying information of Class Members who have submitted invalid Requests
13 for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted
14 (whether valid or invalid).

15 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
16 reports to Class Counsel and Defense Counsel that, among other things, tally the number
17 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
18 Exclusion (whether valid or invalid) received, objections received, challenges to
19 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
20 Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The
21 Weekly Reports must include provide the Administrator’s assessment of the validity of
22 Requests for Exclusion and attach copies of all Requests for Exclusion and objections
23 received.

24 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
25 address and make final decisions consistent with the terms of this Agreement on all
26 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
27 Administrator’s decision shall be final and not appealable or otherwise susceptible to
28 challenge.

1 7.8.5. Administrator's Declaration. Before the date by which Plaintiff is required to file
2 the Motion for Final Approval of the Settlement, the Administrator will provide to Class
3 Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its
4 due diligence and compliance with all of its obligations under this Agreement,
5 including, but not limited to, its mailing of Class Notice, the Class Notices returned as
6 undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total
7 number of Requests for Exclusion from Settlement it received (both valid or invalid),
8 the number of written objections and attach the Exclusion List. The Administrator will
9 supplement its declaration as needed or requested by the Parties and/or the Court. Class
10 Counsel is responsible for filing the Administrator's declaration(s) in Court.

11 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
12 disburses all funds in the Gross Settlement Amount, the Administrator will provide
13 Class Counsel and Defense Counsel with a final report detailing its disbursements by
14 employee identification number only of all payments made under this Agreement. At
15 least 7 days before any deadline set by the Court, the Administrator will prepare, and
16 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
17 Court attesting to its disbursement of all payments required under this Agreement. Class
18 Counsel is responsible for filing the Administrator's declaration in Court.

19 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

20 Based on its records, Defendant estimates that, as of the date of this Settlement
21 Agreement, (1) there are 282 Class Members and 15,000 Total Workweeks during the Class
22 Period as of November 20, 2024.

23 8.1. Increase in Workweeks. Defendant represents that there are no more than 15,000
24 Workweeks worked during the Class Period as of November 20, 2024. In the event the number
25 of Workweeks worked increases by more than 10%, or an additional 1,500 Workweeks worked,
26 then the Gross Settlement Amount shall be increased proportionally by the Workweeks worked
27 in excess of 16,500 multiplied by the Workweek Value. The Workweek Value shall be calculated
28 by dividing the Gross Settlement Amount by 15,000. The Parties agree that the Workweek Value

amounts to, and the Settlement amounts to, \$23.33 per Workweek (\$350,000 / 15,000 Workweeks). Thus, for example, should there be 17,000 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by \$11,665.00 ([17,000 Workweeks – 16,500 Workweeks] x \$23.33/Workweek).

9. DEFENDANT’S RIGHT TO WITHDRAW

9.1 Defendant’s Right to Withdraw. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ten percent (10%) of the total of all Class Members, Defendant may but is not obligated to elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, that Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 30 days after the Response Deadline. Invalid Requests for Exclusion will have no effect on this threshold for an election.

10. MOTION FOR FINAL APPROVAL

Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall endeavor to provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of

1 release to be granted by Class Members), the Parties will expeditiously work together in good
2 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
3 Approval. The Court's decision to award less than the amounts requested for the Class
4 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
5 Expenses Payment, Administrator Expenses Payment and/or individual claims of plaintiff for
6 alleged wrongful termination, shall not constitute a material modification to the Agreement
7 within the meaning of this paragraph.

8 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
9 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
10 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
11 and (iii) addressing such post-Judgment matters as are permitted by law.

12 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
13 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
14 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
15 respective counsel, and all Participating Class Members who did not object to the Settlement as
16 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
17 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
18 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
19 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
20 Parties' obligations to perform under this Agreement will be suspended until such time as the
21 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
22 the amount of the Net Settlement Amount.

23 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
24 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
25 modification of this Agreement (including, but not limited to, the scope of release to be granted
26 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
27 expeditiously work together in good faith to address the appellate court's concerns and to obtain
28 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration

1 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
2 the Court's award of the Class Representative Service Payment or any payments to Class Counsel
3 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
4 as long as the Gross Settlement Amount remains unchanged.

5 **11. AMENDED JUDGMENT**

6 If any amended judgment is required under Code of Civil Procedure section 384, the
7 Parties will work together in good faith to jointly submit and a proposed amended judgment.

8 **12. ADDITIONAL PROVISIONS**

9 **12.1. No Admission of Liability, Class Certification or Representative Manageability for Other**
10 **Purposes.** This Agreement represents a compromise and settlement of highly disputed claims.
11 Nothing in this Agreement is intended or should be construed as an admission by Defendant that
12 any of the allegations in the Operative Complaint have merit or that Defendant have any liability
13 for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that
14 Defendant's defenses in the Action have merit. The Parties agree that class certification and
15 representative treatment is for purposes of this Settlement only. If, for any reason the Court does
16 grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserve the right to
17 contest certification of any class for any reasons, and Defendant reserve all available defenses to
18 the claims in the Action, and Plaintiff reserves the right to move for class certification on any
19 grounds available and to contest Defendant's defenses. The Settlement, this Agreement and
20 Parties' willingness to settle the Action will have no bearing on, and will not be admissible in
21 connection with, any litigation (except for proceedings to enforce or effectuate the Settlement
22 and this Agreement).

23 **12.2. Confidentiality Prior to Preliminary Approval.** Plaintiff, Class Counsel, Defendant and
24 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
25 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
26 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
27 or indirectly, specifically or generally, to any person, corporation, association, government
28 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom

1 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
2 extent necessary to report income to appropriate taxing authorities; (4) in response to a court
3 order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
4 government agency. Each Party agrees to immediately notify each other Party of any judicial or
5 agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant
6 and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or
7 other communication, before the filing of the Motion for Preliminary Approval, any with third
8 party regarding this Agreement or the matters giving rise to this Agreement except to respond
9 only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class
10 Counsel’s communications with Class Members in accordance with Class Counsel’s ethical
11 obligations owed to Class Members.

12 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and
13 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
14 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s
15 ability to communicate with Class Members in accordance with Class Counsel’s ethical
16 obligations owed to Class Members.

17 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
18 together with its attached exhibits shall constitute the entire agreement between the Parties
19 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
20 inducements made to or by any Party.

21 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
22 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
23 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
24 its terms, and to execute any other documents reasonably required to effectuate the terms of this
25 Agreement including any amendments to this Agreement.

26 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
27 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
28 Settlement Agreement, submitting supplemental evidence and supplementing points and

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

5 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not
6 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
7 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
8 action, or right released and discharged by the Party in this Settlement.

9 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
10 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
11 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
12 Part 10, as amended) or otherwise.

13 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
14 modified, changed, or waived only by an express written instrument signed or agreed to by all
15 Parties or their representatives, and approved by the Court. Plaintiff and Defendant expressly
16 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
17 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
18 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
19 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of
20 the use of signatures previously provided by the Parties.

21 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
22 the benefit of, the successors of each of the Parties.

23 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
24 governed by and interpreted according to the internal laws of the state of California, without
25 regard to conflict of law principles.

26 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
27 this Agreement. This Agreement will not be construed against any Party on the basis that the
28 Party was the drafter or participated in the drafting.

1 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
2 during Action and in this Agreement relating to the confidentiality of information shall survive
3 the execution of this Agreement.

4 12.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code
5 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant
6 in connection with the mediation, other settlement negotiations, or in connection with the
7 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
8 be used in any way that violates any existing contractual agreement, statute, or rule of court.

9 12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
10 inserted for convenience of reference only and does not constitute a part of this Agreement.

11 12.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
12 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
13 weekend or federal legal holiday, such date or deadline shall be on the first business day
14 thereafter.

15 12.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts
16 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall
17 be accepted as an original. All executed counterparts and each of them will be deemed to be one
18 and the same instrument if counsel for the Parties will exchange between themselves signed
19 counterparts. Any executed counterpart will be admissible in evidence to prove the existence
20 and contents of this Agreement.

21 12.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
22 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
23 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
24 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
25 process.

26 12.19. Severability. In the event that one or more of the provisions contained in this Agreement
27 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
28 illegality, or unenforceability shall in no way effect any other provision if Defendant’ Counsel

1 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing
2 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this
3 Agreement.

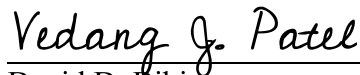
4 **IT IS SO AGREED:**

5 

6 Plaintiff, Veronica Cardona

7
8 For Defendant, Vintage Group Security
9 Services, LLC

10 **AGREED AS TO FORM ONLY:**

11
12 

13 David D. Bibiyan
14 Vedang J. Patel
15 Counsel for Plaintiff

16
17 Katherine C. Den Bleyker
18 Counsel for Defendant

1 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing
2 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this
3 Agreement.

4 **IT IS SO AGREED:**

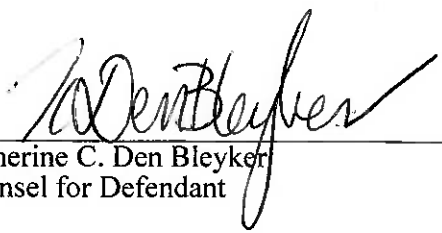
5
6 _____
Plaintiff, Veronica Cardona



Amy Moore For Defendant,
Vintage Group Security Services, LLC

9
10 **AGREED AS TO FORM ONLY:**

11
12 _____
David D. Bibiyan
13 Vedang J. Patel
14 Counsel for Plaintiff



Katherine C. Den Bleyker
Counsel for Defendant

EXHIBIT A

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND DATE
FOR FINAL APPROVAL HEARING**

Veronica Cardona v. Vintage Group Security Services, LLC
(County of Riverside, California Superior Court Case No. CVRI2305904)

As a current or former non-exempt, hourly-paid California employee of Vintage Group Security Services, LLC, you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action Settlement because the records of Vintage Group Security Services, LLC (“Defendant”), show that you are a “Class Member” and, therefore, entitled to a payment from this class action settlement. Class Members are all persons currently or formerly employed by Defendant, either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees during the period from November 2, 2019 through January 31, 2025 (“Class Period”) in the State of California.

- The settlement is to resolve a class action lawsuit, *Veronica Cardona v. Vintage Group Security Services, LLC*, pending in the Superior Court of California for the County of Riverside, Case Number CVRI2305904 (the “Lawsuit”), alleging causes of action against Defendant for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) wage statement violations; (6) failure to indemnify; and (7) engaging in unfair competition within the meaning of Business and Professions Code section 17200 arising out of Labor Code violations referenced in the Complaint. Plaintiff also seeks civil penalties under the California Labor Code Private Attorney’s General Act of 2004 (“PAGA”) for violations of Labor Code.
- On [DATE OF PRELIMINARY APPROVAL], the Riverside County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendant vigorously denies the claims in the Lawsuit and contend that they fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked for Defendant at any time during the period from November 2, 2022, through the end of the Class Period ("PAGA Period") as a non-exempt, hourly-paid employee of Defendant in California as well, then you will be deemed an “Aggrieved Employee” and you will still receive your share of the proceeds available from the

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

	settlement of the Released PAGA Claims, defined below, (your “Individual PAGA Payment”) even if you opt out of the class settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, Phoenix Class Action Administration Solutions, about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for [DATE OF FINAL APPROVAL HEARING] in Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, CA 92501.

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held at [DATE OF FINAL APPROVAL HEARING], in the Riverside Historic Courthouse of the Riverside County Superior Court, located at 4050 Main Street, Riverside, CA 92501, in Department 1. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendant’s records show that you currently work, or previously worked, for Cardona v. Vintage Group Security Services, LLC as an hourly-paid, non-exempt employee in the State of California at some point during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

What is This Case About?

Veronica Cardona was an hourly-paid, non-exempt employee of Defendant. She is the “Plaintiff” in this case and is suing on behalf of herself and Class Members for Defendant’s alleged failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods or compensation in lieu thereof, failure to provide rest periods or compensation in lieu thereof, failure to provide accurate wage statements, failure to indemnify, and claiming Defendant engaged in unfair competition within the meaning of Business and Professions Code section 17200.

Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiff also seeks penalties under California Labor Code Private Attorneys General Act (“PAGA”).

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Defendant denies all the allegations made by Plaintiff and denies that it violated any law. The Court has made no ruling on the merits of Plaintiff's claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Summary of the Settlement Terms

Plaintiff and Defendant have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount of \$350,000.00, unless increased pursuant to the Settlement Agreement. The Gross Settlement includes (1) Administration Costs up to \$8,750.00; (3) a service award of up to \$7,500.00 to Plaintiff Veronica Cardona for her time and effort in pursuing this case; (4) up to one-third (1/3) of the Gross Settlement Amount in attorneys' fees which, unless increased pursuant to the Settlement Agreement, amounting to \$116,666.67; (5) up to \$30,000.00 in litigation costs to Class Counsel, according to proof; and (5) payment allocated to PAGA penalties in the amount of \$20,000.00 of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent (75%) of the amount allocated toward PAGA, or \$15,000.00, will be paid to the California Labor and Workforce Development Agency ("LWDA") and twenty-five percent (25%), or \$5,000.00, will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately not less than \$167,083.33 will be available for distribution to Class Members ("Net Settlement Amount").

Defendant represents that there are no more than 15,000 Workweeks worked during the Class Period as of November 20, 2024. In the event the number of Workweeks worked increases by more than 10%, or an additional 1,500 Workweeks worked, then the Gross Settlement Amount shall be increased proportionally by the Workweeks worked in excess of 16,500 multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the Gross Settlement Amount by 15,000. The Parties agree that the Workweek Value amounts to, and the Settlement amounts to, \$23.33 per Workweek (\$350,000 / 15,000 Workweeks). Thus, for example, should there be 17,000 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by \$11,665.00 [(17,000 Workweeks – 16,500 Workweeks) x \$23.33/Workweek].

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of weeks worked by Class Members in hourly-paid, non-exempt positions for Defendant in California during the Class Period ("Eligible Workweeks"). Specifically, Class Members' payments will be calculated by dividing the Net Settlement Amount by the total number of Eligible Workweeks worked by all Participating Class Members during the Class Period, multiplied by the Participating Class Member's Eligible Workweeks. Otherwise stated, the formula for a Class Member is: (Net Settlement Amount ÷ total Settlement Class Eligible Workweeks) x Participating Class Member's Eligible Workweeks. In addition, Class Members who worked during the PAGA Period (*i.e.*, Aggrieved Employees) will receive a *pro rata* share of the \$5,000.00 allocated as PAGA penalties, whether or not they opt out, based on the number of workweeks worked by each Aggrieved Employee during the PAGA Period.

Defendant's records indicate that you worked [Eligible Workweeks] Workweeks as a non-exempt, hourly-paid employee in California during the Class Period and [Eligible Pay Periods] Workweeks during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment as an Aggrieved Employee would be [\$Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [Response Deadline]. Please include any documentation you have that you contend supports your dispute. You should send copies rather than originals because the documents will not be returned to you.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Tax Reporting

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on IRS Form 1099. 20% of each Settlement Payment to Class Members who do not opt out will be allocated as wages and reported on an IRS Form W-2, and 80% will be allocated as penalties and interest reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your check will be valid for 180 days after issuance. After 180 days, uncashed checks will be cancelled and the funds associated will be transmitted to the California State Controller's Office, Unclaimed Property Fund.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all "Released Claims" he or she may have or had upon final approval of this Settlement and payment by Defendant to the Settlement Administrator.

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendant fully funds the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

Class Released Claims: For the duration of the Class Period, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims, arising during the Class Period, for the claims brought by Plaintiff in the complaint filed in the Action, or that could have been brought in the Action based on the factual allegations made by Plaintiff in the Operative Complaint ("Class Released Claims").

PAGA Released Claims: For the duration of the PAGA Period, Plaintiff and the State of California, by and through Plaintiff as an agent and proxy of the LWDA, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice ("PAGA Released Claims").

"Released Parties" means Defendant, and each of its officers, directors, employees, and agents.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Option 2 – Opt Out of the Settlement

If you do not wish to receive your Individual Settlement Payment or release the Class Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. You may submit your written request for exclusion by completing the Request For Exclusion form attached to this Notice and mailing it to the Settlement Administrator. Your written request must include your name, address, email address or telephone number, and any statement standing for the proposition that you do not wish to participate in the settlement. Sign, date, and mail your written request for exclusion to the address below.

[Settlement Administrator]
[Mailing Address]

To be valid, your written request for exclusion must be mailed and postmarked to the Administrator not later than [RESPONSE DEADLINE].

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are an Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

Option 3 – Submit an Objection to the Settlement

If you wish to object to the Settlement, you may submit an objection in writing by mail, stating why you object to the Settlement. Your written objection must provide your name, address, signature, a statement of whether you plan to appear at the Final Approval Hearing, and a statement of the reason(s), along with whatever legal authority, if any, why you believe that the Court should not approve the Settlement. You may submit a written objection by completing the Objection to Settlement form attached to this Notice and mailing it to the Administrator. Your written objection must be mailed to the Administrator no later than [RESPONSE DEADLINE]. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Even if you don't submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court.

Final Approval Hearing

You may, if you wish, appear at the Final Approval Hearing set for [DATE OF FINAL APPROVAL HEARING] at [TIME] a.m. in the Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, CA 92501, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video by following the instructions provided on the Riverside County Superior Court's website at https://www.riverside.courts.ca.gov/system/files/zoom-appearances-public-access_instructions_v2.pdf.

You may also retain an attorney to represent you at the Hearing at your own expense.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at [PHONE NUMBER] or Class Counsel, whose information appears below:

BIBIYAN LAW GROUP, P.C.

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

Brandon M. Chang (SBN 316197)

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1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

You may also visit the Settlement Administrator's website at [WEBSITE] to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement entitled "First Amended Class and PAGA Settlement Agreement" attached as Exhibit 1 to the Supplemental Declaration of Brandon M. Chang filed on [DATE OF FILING], and other papers filed in this case, which may be inspected at the Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, CA 9250, during regular business hours of each court day.

You may also obtain these documents through the Court's website at <https://epublic-access.riverside.courts.ca.gov/public-portal/>, by clicking on the "Case Number Search" button, searching for Case Number CVRI2305904, navigating to the "Document Download" section, then selecting "Supplemental Declaration of Brandon M. Chang In Support Of Plaintiff's Motion For Preliminary Approval Of Class And Representative Action Settlement And Provisional Class Certification For Settlement Purposes Only" filed on [DATE OF FILING].

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANT, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.**

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

EXHIBIT B

EXCLUSION REQUEST

Only complete this Exclusion Request form if you want to opt out of (not participate in) the settlement of the action known as *Veronica Cardona v. Vintage Group Security Services, LLC, et al.*, filed in the Riverside County Superior Court, Case No. CVRI2305904.

IF YOU OPT OUT OF THE SETTLEMENT, YOU WILL NOT RECEIVE ANY PORTION OF THE CLASS ACTION SETTLEMENT AMOUNT. HOWEVER, EVEN IF YOU DO OPT-OUT, YOU MAY STILL RECEIVE YOUR PORTION OF THE PRIVATE ATTORNEYS' GENERAL ACT ("PAGA") SETTLEMENT AND BE BOUND BY THE PAGA RELEASE.

I confirm that I was employed by Vintage Group Security Services, LLC, in the State of California as an hourly-paid, non-exempt employee, either directly or through any subsidiary, staffing agency, or professional employer organization, at some point during the period of time from November 2, 2019 through January 31, 2025.

I wish to exclude myself from the settlement reached in the matter of *Veronica Cardona v. Vintage Group Security Services, LLC, et al.* I understand that by excluding myself, I will not receive any money from the Class settlement reached in this matter but may still be eligible for payment under the portion of the settlement allocated under PAGA.

Print Name: _____

Address:

The last four digits of your Social Security Number: _____

Signature: _____ Date: _____

IN ORDER TO BE VALID, THIS EXCLUSION REQUEST FORM MUST BE COMPLETED, SIGNED, MAILED BY U.S. MAIL, AND POSTMARKED ON OR BEFORE [**RESPONSE DEADLINE**]. Send this signed exclusion request form to the Settlement Administrator at:

Veronica Cardona v. Vintage Group Security Services, LLC, et al.

Settlement

c/o [**NAME OF ADMINISTRATOR**]

EXHIBIT C

OBJECTION TO SETTLEMENT

Only complete this Objection To Settlement form if you want to object to the settlement of the action known as *Veronica Cardona v. Vintage Group Security Services, LLC, et al.*, filed in the Riverside County Superior Court, Case No. CVRI2305904.

IF YOU OBJECT TO THE SETTLEMENT, AND YOUR OBJECTION IS OVERRULED, YOU WILL BE INCLUDED AS PART OF THE SETTLEMENT AND HAVE YOUR PERTINENT CLAIMS RELEASED. IF YOU DO NOT WANT TO BE INCLUDED AS PART OF THE SETTLEMENT, YOU MUST FILL OUT THE SEPARATE FORM TITLED: "REQUEST FOR EXCLUSION" INSTEAD. DO NOT FILL OUT BOTH FORMS. IF YOU FILL OUT BOTH FORMS, YOUR OBJECTION WILL BE DISREGARDED AND YOU WILL BE EXCLUDED FROM THE SETTLEMENT AND WILL NOT HAVE YOUR PERTINENT CLAIMS RELEASED.

I confirm that I was employed by Vintage Group Security Services, LLC, in the State of California as an hourly-paid, non-exempt employee, either directly or through any subsidiary, staffing agency, or professional employer organization, at some point during the period of time from November 2, 2019 through January 31, 2025. I believe my approximate dates of employment were from _____ through _____.

I wish to object to the settlement reached in the *Veronica Cardona v. Vintage Group Security Services, LLC, et al.*, matter. The nature and basis for the objection are as follows:

Print Name: _____

Address: _____

The last four digits of your Social Security Number: _____

Signature: _____ Date: _____

IN ORDER TO BE VALID, THIS OBJECTION FORM MUST BE COMPLETED, SIGNED, MAILED BY U.S. MAIL, AND POSTMARKED ON OR BEFORE [**RESPONSE DEADLINE**]. Send this signed objection form to the Settlement Administrator at:

Veronica Cardona v. Vintage Group Security Services, LLC, et al.

Settlement

c/o [NAME OF ADMINISTRATOR]

