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Attorneys for Plaintiff ELIZABETH R. GILSON  
individually and on behalf of similarly situated employees

**SUPERIOR COURT OF CALIFORNIA**  
**FOR THE COUNTY OF SACRAMENTO**

ELIZABETH R. GILSON, individually and on  
behalf of all other similarly situated  
employees,

Plaintiff,

vs.

SUMMIT PROTECTIVE &  
INVESTIGATIVE SERVICES, INC., a  
California Corporation; YUTA NAKAI, an  
individual; and DOES 1 to 100, inclusive,  
Defendants.

**Case No. 24CV000013**

*Assigned for All Purposes to Hon. Lauri A. Damrell  
Department 22*

**CLASS ACTION**

**SECOND SUPPLEMENTAL DECLARATION  
OF JUSTIN P. RODRIGUEZ IN SUPPORT OF  
PLAINTIFF'S MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION AND PAGA  
SETTLEMENT**

Reservation No. A-00013-001

Date: February 28, 2025

Time: 10:30 a.m.

Dept.: 22

Judge: Hon. Lauri A. Damrell

Filed: January 2, 2024

FAC Filed: March 8, 2024

Trial Date: None Set

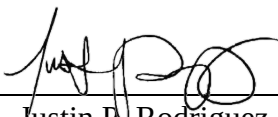
1 I, Justin P. Rodriguez, declare:

2 1. I am an attorney at law duly admitted to practice before all the courts of the State of  
3 California and an attorney of record for Plaintiff Elizabeth R. Gilson ("Plaintiff") herein. I am making  
4 this second supplemental declaration on behalf of the named Plaintiff, the putative class members, and  
5 in support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement  
6 ("Motion") to address the issues raised by the Court in its February 13, 2025, tentative ruling  
7 ("Ruling").

8 2. On February 22, 2025, I received confirmation and authorization from Defendants'  
9 counsel, Lora Vail French of Kraeber Law Office, to apply her electronic signature to the Addendum to  
10 the Joint Stipulation Regarding Class Action And PAGA Settlement And Release ("Addendum"). A  
11 true and correct fully executed copy of the Addendum is Attached to this declaration as Exhibit H.

12 3. A copy of the fully executed Addendum has been uploaded to the Labor and Workforce  
13 Development Agency. A true and correct copy of a confirmation page for the submission is attached to  
14 this declaration as Exhibit J.

15 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
16 true and correct. Executed on February 25, 2025, in Sacramento, California.

17  
18   
19 \_\_\_\_\_  
Justin P. Rodriguez

# Exhibit H

Galen T. Shimoda (Cal. State Bar No. 226752)  
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rkonini@shimodalaw.com

Attorneys for Plaintiff ELIZABETH R. GILSON  
individually and on behalf of similarly situated employees

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**FOR THE COUNTY OF SACRAMENTO**

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SUMMIT PROTECTIVE &  
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individual; and DOES 1 to 100, inclusive,

Defendants.

**Case No. 24CV000013**

*Assigned for All Purposes to Hon. Lauri A. Damrell  
Department 22*

**CLASS ACTION**

**ADDENDUM TO THE JOINT STIPULATION  
REGARDING CLASS ACTION AND PAGA  
SETTLEMENT AND RELEASE**

Filed: January 2, 2024  
FAC Filed: March 8, 2024  
Trial Date: None Set

1 This Addendum (the “Addendum”) to the Joint Stipulation Regarding Class Action and PAGA  
2 Settlement and Release (“Agreement”) is made and entered into between Plaintiff Elizabeth Gilson  
3 (“Plaintiff”) and Defendants Summit Protective & Investigative Services, Inc., and Yuta Nakai  
4 (“Defendants”) (Plaintiff and Defendants all collectively, the “Parties”).

5 In entering into this Addendum, the Parties make reference to the following facts and  
6 circumstances:

- 7 • On February 13, 2025, the Court issued a tentative ruling concerning Plaintiff’s motion  
8 for preliminary approval of class action settlement, which was heard on February 14,  
9 2025.
- 10 • In the Court’s tentative ruling and at the hearing concerning the motion for preliminary  
11 approval, the Court advised that the Agreement’s release language in the defined terms  
12 “Settled Class Claims” and “Settled PAGA Claims” created potential ambiguities and  
13 overbreadth issues and the Court inquired whether the Parties could and were willing to  
14 resolve such issues via an addendum to the Agreement.
- 15 • The Parties enter into this Addendum to address and resolve the Court’s concerns  
16 amending the referenced release terms as provided in this Addendum.
- 17 • In entering into this Addendum, Plaintiff and Class Counsel hereby confirm that the only  
18 Private Attorneys General Act (“PAGA”) administrative exhaustion notice letter that  
19 was submitted to the Labor and Workforce Development Agency in connection with this  
20 matter was Plaintiff’s administrative exhaustion letter dated December 29, 2023.

21 Pursuant to Paragraph 10.13 of the Agreement, the Parties hereby amend the Agreement with  
22 this Addendum and the Addendum shall be deemed a part of the Agreement and modify Paragraphs 1.32  
23 and 1.35 as follows:

24 1.32 “Settled Class Claims” means any and all wage and hour claims, rights, demands, debts,  
25 liabilities, causes of action, primary rights, or claims for relief arising out of work performed by  
26 Settlement Class Members for any acts or omissions during the Class Period that: 1) are alleged in the  
27 Complaint or any other complaint filed in the Action, were alleged in the Complaint or any other  
28 complaint filed in the Action, or could have been alleged based on or arising out of the facts alleged in

1 the Complaint or any other complaint filed in the Action (including previously filed complaints in the  
2 Action); 2) are alleged in the PAGA administrative exhaustion/notice letter, were alleged in the PAGA  
3 administrative exhaustion/notice letter, or could have been alleged based on or arising out of the facts  
4 alleged in the PAGA administrative exhaustion/notice letter; or 3) are otherwise based on or arise out of  
5 the facts alleged in the Complaint in the Action or any other complaint filed in the Action, whether  
6 under federal, state, or common law, including, violations of the California Labor Code, as set forth  
7 herein, and the California Business and Professions Code sections 17200, *et seq.*, and the Fair Labor  
8 Standards Act. By way of illustration only, “Settled Class Claims” includes all types of relief available  
9 for the above-referenced claims and theories of relief, including, without limitation, any claims for  
10 unpaid or untimely payment of any wages or other amounts owed, unpaid minimum wage, unpaid  
11 overtime, unpaid double-time pay, non-compliant meal periods or rest breaks or for premium pay,  
12 provisions regulating hours and days of work in any IWC order, failure to maintain accurate records,  
13 failure to provide sick leave, unreimbursed expenses, wage statement violations, failure to pay final  
14 wages and waiting-time penalties, unfair business practices, and including claims arising therefrom for  
15 damages, reimbursement, restitution, losses, penalties, fines, liens, attorneys’ fees, costs, expenses,  
16 debts, interest, injunctive or declaratory relief, chargebacks, liquidated damages or similar relief.  
17 “Settled Class Claims” does not include claims for vested retirement benefits, wrongful termination,  
18 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security,  
19 or workers’ compensation.

20 1.35 “Settled PAGA Claims” means any and all rights, demands, debts, liabilities, causes of  
21 action, primary rights, or claims for civil penalties arising out of work performed by PAGA Settlement  
22 Members for any acts or omissions during the PAGA Period that: 1) are alleged in the PAGA  
23 administrative exhaustion/notice letter, were alleged in the PAGA administrative exhaustion/notice  
24 letter, or could have been alleged based on or arising out of the facts alleged in the PAGA administrative  
25 exhaustion/notice letter; or 2) are otherwise based on or arise out of the facts alleged in the PAGA  
26 administrative exhaustion/notice letter sent in the Action. By way of illustration only, “Settled PAGA  
27 Claims” includes all claims for civil penalties available for the above-referenced claims and theories of  
28 relief, including, without limitation, any claims for unpaid or untimely payment of any wages or other

1 amounts owed, unpaid minimum wage, unpaid overtime, unpaid double-time pay, non-compliant meal  
2 periods or rest breaks or for premium pay, provisions regulating hours and days of work in any IWC  
3 order, failure to maintain accurate records, failure to provide sick leave, unreimbursed expenses, wage  
4 statement violations, and for failure to pay final wages and waiting-time penalties, and including claims  
5 arising therefrom for any monetary or non-monetary relief, and claims for attorneys' fees, expenses, and  
6 costs, that may be obtained under the PAGA statute.

7 The Notice of Settlement attached to the Agreement as Exhibit 1, shall be replaced with the  
8 revised Notice of Settlement attached hereto as Exhibit 1, which includes the changes reflected above.

9 All other terms of the Agreement shall remain binding and enforceable, and the Agreement's  
10 terms are hereby acknowledged by the Parties and incorporated herein by reference with the exception  
11 of such terms of this Addendum which expressly modify the Agreement.

12  
13 **For Plaintiff:**

14 Date: \_\_\_\_\_

\_\_\_\_\_  
Elizabeth R. Gilson

15  
16 **For Defendants:**

17 Date: 2/20/2025

\_\_\_\_\_  
By:  
For Summit Protective & Investigative Services,  
Inc.

18  
19 Date: 2/20/2025

\_\_\_\_\_  
Yuta Nakai

20  
21 APPROVED AS TO FORM

**Shimoda & Rodriguez Law, PC**

22  
23 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Galen T. Shimoda  
Justin P. Rodriguez  
Renald Konini  
Attorney for Plaintiffs, Class Members, and  
PAGA Settlement Members

1 amounts owed, unpaid minimum wage, unpaid overtime, unpaid double-time pay, non-compliant meal  
2 periods or rest breaks or for premium pay, provisions regulating hours and days of work in any IWC  
3 order, failure to maintain accurate records, failure to provide sick leave, unreimbursed expenses, wage  
4 statement violations, and for failure to pay final wages and waiting-time penalties, and including claims  
5 arising therefrom for any monetary or non-monetary relief, and claims for attorneys' fees, expenses, and  
6 costs, that may be obtained under the PAGA statute.

7 The Notice of Settlement attached to the Agreement as Exhibit 1, shall be replaced with the  
8 revised Notice of Settlement attached hereto as Exhibit 1, which includes the changes reflected above.

9 All other terms of the Agreement shall remain binding and enforceable, and the Agreement's  
10 terms are hereby acknowledged by the Parties and incorporated herein by reference with the exception  
11 of such terms of this Addendum which expressly modify the Agreement.

12  
13 **For Plaintiff:**

14 Date: 02/20/2025

  
Elizabeth Gilson (Feb 20, 2025 10:29 PST)  
Elizabeth R. Gilson

16 **For Defendants:**

17 Date: \_\_\_\_\_

\_\_\_\_\_  
By:  
For Summit Protective & Investigative Services,  
Inc.

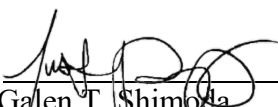
19 Date: \_\_\_\_\_

\_\_\_\_\_  
Yuta Nakai

21 APPROVED AS TO FORM

**Shimoda & Rodriguez Law, PC**

23 Dated: 2/20/2025

24 By:   
Galen T. Shimoda  
Justin P. Rodriguez  
Renald Konini  
Attorney for Plaintiffs, Class Members, and  
26 PAGA Settlement Members



1 APPROVED AS TO FORM

**LightGabler, LLP**

2  
3 Dated: 2/21/2025

By: Kathy Fellows  
Brian R. Weilbacher  
Kathleen M. Fellows  
Attorneys for Defendants

4  
5  
6 APPROVED AS TO FORM

**KRAEBER LAW OFFICE**

7  
8 Dated: 2/22/25

By: /s/ Lora Vail French  
Rhonda Kraeber  
Lora Vail French  
(As Authorized 2/22/25)  
Attorneys for Defendants

# Exhibit 1

CALIFORNIA SUPERIOR COURT  
FOR THE COUNTY OF SACRAMENTO

ELIZABETH R. GILSON, individually and on  
behalf of all other similarly situated employees,

Plaintiff,

vs.

SUMMIT PROTECTIVE & INVESTIGATIVE  
SERVICES, INC., a California Corporation;  
YUTA NAKAI, an individual; and DOES 1 to  
100, inclusive,

Defendants.

Case No. 24CV000013

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

**ATTENTION:** All persons who currently or formerly worked for Defendants as a non-exempt and/or hourly paid employee in California during the Class Period of January 2, 2020 through December 16, 2024 (the “Class Members”).

**PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE IN OR OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.**

You are receiving this notice pursuant to an order from the Sacramento County Superior Court (“Court”) granting Plaintiff’s motion for preliminary approval of a Joint Stipulation Regarding Class Action and PAGA Settlement and Release (“Agreement” or “Settlement”) as fair, reasonable, and adequate. The Settlement was entered into between Plaintiff Elizabeth R. Gilson (“Plaintiff” or “Class Representative”), and Defendants Summit Protective & Investigative Services, Inc. (“Summit” or the “Company”) and Yuta Nakai (collectively, “Defendants”) on behalf of Class Members as defined above. Plaintiff and Defendants are referred to as the “Parties.” The terms of the Settlement are summarized herein. You are receiving this notice because Summit’s records indicate you fall within the definition of “Class Member.” Summit’s records also indicate that you worked [REDACTED] weeks at Summit during the applicable Class Period (*i.e.* January 2, 2020 through December 16, 2024) and you worked [REDACTED] weeks at Summit during the applicable PAGA Period (December 29, 2022, through December 16, 2024). Your estimated Individual Settlement Amount (*i.e.* your share of the settlement proceeds) is estimated to be \$ [REDACTED]. This is an estimate and your actual and final Individual Settlement Amount may vary depending on various factors.

The terms of the Agreement and a description of the case are identified in this notice. Pursuant to the Court’s order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

**I. BACKGROUND OF THE CASE**

On January 2, 2024, Plaintiff filed a Complaint against Defendants in the Sacramento County Superior Court of California on behalf of herself and Class Members. The term “Action” means this putative class action and representative Private Attorneys General Act (“PAGA”) action pending in Sacramento County Superior Court, *Gilson v. Summit Protective & Investigative Services, Inc., et al.*, Case No. 24CV000013.

In the Action, Plaintiff sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of herself, Class Members, and PAGA Settlement Members. Plaintiff alleged that Defendants violated California law by: (1) failing to pay overtime wages; (2) failing to pay minimum wages; (3) failing to provide meal periods or pay premiums in lieu thereof; (4) failing to provide rest periods or pay premiums in lieu thereof; (5) failing to provide accurate wage statements; (6) failing to pay final wages; (7) failing to pay reimbursement for expenses; (8) failing to maintain accurate wage records; (9) failing to pay sick leave, (10) engaging in unfair competition, and (11) violated the PAGA.

Defendants have denied and continue to deny any liability or wrongdoing of any kind in connection with Plaintiff’s claims alleged in the Action and further deny that, for any purpose other than settling the Action, this Action is appropriate for class or representative

treatment or certification. Defendants contend, among other things, that they have complied with the California Labor Code, the California Wage Orders, and all other applicable California state and federal laws and regulations.

The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide settlement and PAGA settlement. By settling, the Parties will avoid the expenses and risks associated with a lengthy litigation process. Despite agreeing to and supporting the Agreement, Defendants continue to deny all allegations and claims. Defendants have entered into this Settlement to fully, finally, and forever resolve this Action, based on the terms set forth in the Agreement, in order to avoid the burden and expense associated with ongoing litigation.

The Agreement applies to any and all Class Members, as defined above. The Agreement also applies to PAGA Settlement Members, who are defined as all persons who currently or formerly worked for Defendants as a non-exempt and/or hourly paid employee in California during the PAGA Period (*i.e.* December 29, 2022 through December 16, 2024). If you are a Class Member, you have the opportunity to participate in the Settlement, or to exclude yourself (“opt out”) from the Settlement. This notice is to advise Class Members of how they can either participate in the Settlement or be excluded from the Settlement. PAGA Settlement Members cannot opt out of this Agreement as it relates to the PAGA Payment or Settled PAGA Claims regardless of whether they opt out of being a Class Member. PAGA Settlement Members will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

## **II. SUMMARY OF THE PROPOSED SETTLEMENT**

### **A. The Amount of the Settlement**

Under the terms of the Agreement, Defendants have agreed to pay a total sum of One Hundred and Twenty-Five Thousand Dollars (\$125,000) (“Gross Settlement Sum”). Deducted from this Gross Settlement Sum will be sums approved by the Court for attorneys’ fees not to exceed 35% of the Gross Settlement Sum, attorneys’ costs not to exceed \$15,000, Settlement Administrator Costs estimated not to exceed \$15,000, a Service Award for the Class Representative in an amount not to exceed \$10,000, and \$10,000 to resolve claims under the PAGA (the “PAGA Payment”), which will result in a “Net Settlement Sum” for distribution to all Class Members. Any employer side taxes attributable to payments allocated as wages will be paid by Defendants in addition to the Gross Settlement Sum. As explained further below, the amount of each Class Member’s share of the Net Settlement Sum will depend on several factors, including the number of weeks worked by each Settlement Class Member during the Class Period. Of the \$10,000 allocated to resolving the PAGA claims, 75% of the PAGA Payment must be paid to the State of California Labor and Workforce Development Agency and 25% of the PAGA Payment will be divided among PAGA Settlement Members.

The number of weeks you worked during the Class Period and your estimated total share of the Net Settlement Sum and PAGA Payment (“Individual Settlement Amount”) is stated above. The actual amount you will receive may be more or less than the estimated amount depending on various factors, including, for example, the actual number of weeks worked by Settlement Class Members (*i.e.*, those who do not opt out of the Settlement), the resolution of any disputes regarding workweeks, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on PAGA Settlement Members’ allocations for the PAGA claim. The Gross Settlement Sum will be paid by Defendants to the Settlement Administrator in installments after the Court grants final approval of the Settlement. The last installment payment is expected to be made by November 5, 2025, or approximately six months after the final approval date, whichever is later.

### **B. Individual Settlement Amounts and Allocation Between Class Members and PAGA Settlement Members**

Individual Settlement Amounts will be distributed by the Settlement Administrator, as described below, to each Settlement Class Member and PAGA Settlement Member. All Individual Settlement Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that the amount payable to eligible Class Members from the Net Settlement Sum will be allocated and paid as 90% for disputed interest, statutory penalties, and other non-wage damages for which an IRS Forms 1099-MISC and 1099-INT will issue and 10% for disputed wages for which IRS Forms W-2 will issue. The PAGA Payment to PAGA Settlement Members will be paid as 100% for civil penalties and will be reflected on the IRS Forms 1099-MISC.

Payment to Settlement Class Members and PAGA Settlement Members will not require the submission of a claim form. Each Settlement Class Member’s share will be determined by dividing their total weeks worked within the Class Period by the total weeks worked by all Settlement Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Sum to arrive at the Class Member’s individual share of the Net Settlement Sum. Each PAGA Settlement Member’s share of the 25% portion

of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Period by the total weeks worked by all PAGA Settlement Members within the PAGA Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the PAGA Settlement Member's individual share. Defendant's records indicate that you worked [REDACTED] weeks during the applicable PAGA Period, which means your share of the PAGA Payment is estimated to be [REDACTED]. This amount is included within your estimated Individual Settlement Amount stated above on this notice, not in addition to the amount stated above. You will receive your share of the PAGA Payment even if you opt out of being a Class Member as described below. Receipt of the Individual Settlement Amounts will not entitle any Class Member or PAGA Settlement Member to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the Settlement.

**C. Calculations to Be Based on Summit's Records and Resolution of Workweek Disputes**

For each Class Member, the amount payable will be calculated by the Settlement Administrator from Defendants' records. Defendants' records are presumed correct unless evidence to the contrary is provided to the Settlement Administrator. Defendants' records and any additional evidence provided will be reviewed by the Settlement Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member. If a Class Member disputes the accuracy of Summit's records, all supporting documents evidencing additional workweeks should be submitted by the Class Member. The dispute must: (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) state the person's full name, be signed, and state the last four digits of such recipient's Social Security Number and (d) be post-marked no later than [REDACTED]. The dispute will be resolved by the Settlement Administrator based on the records and evidence provided.

**D. Release of Claims**

For those Class Members who do not opt out and for PAGA Settlement Members, the Settlement contains the following releases:

Class Members who do not opt out release under the Settlement all Settled Class Claims against the Released Parties, which includes any and all wage and hour claims, rights, demands, debts, liabilities, causes of action, primary rights, or claims for relief arising out of work performed by Settlement Class Members for any acts or omissions during the Class Period that: 1) are alleged in the Complaint or any other complaint filed in the Action, were alleged in the Complaint or any other complaint filed in the Action, or could have been alleged based on or arising out of the facts alleged in the Complaint or any other complaint filed in the Action (including previously filed complaints in the Action); 2) are alleged in the PAGA administrative exhaustion/notice letter, were alleged in the PAGA administrative exhaustion/notice letter, or could have been alleged based on or arising out of the facts alleged in the PAGA administrative exhaustion/notice letter; or 3) are otherwise based on or arise out of the facts alleged in the Complaint in the Action or any other complaint filed in the Action, whether under federal, state, or common law, including, violations of the California Labor Code, as set forth herein, and the California Business and Professions Code sections 17200, et seq., and the Fair Labor Standards Act. By way of illustration only, "Settled Class Claims" includes all types of relief available for the above-referenced claims and theories of relief, including, without limitation, any claims for unpaid or untimely payment of any wages or other amounts owed, unpaid minimum wage, unpaid overtime, unpaid double-time pay, non-compliant meal periods or rest breaks or for premium pay, provisions regulating hours and days of work in any IWC order, failure to maintain accurate records, failure to provide sick leave, unreimbursed expenses, wage statement violations, failure to pay final wages and waiting-time penalties, unfair business practices, and including claims arising therefrom for damages, reimbursement, restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive or declaratory relief, chargebacks, liquidated damages or similar relief. "Settled Class Claims" does not include claims for vested retirement benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation.

PAGA Settlement Members release under the Settlement all Settled PAGA Claims against the Released Parties, which include any and all rights, demands, debts, liabilities, causes of action, primary rights, or claims for civil penalties arising out of work performed by PAGA Settlement Members for any acts or omissions during the PAGA Period that: 1) are alleged in the PAGA administrative exhaustion/notice letter, were alleged in the PAGA administrative exhaustion/notice letter, or could have been alleged based on or arising out of the facts alleged in the PAGA administrative exhaustion/notice letter; or 2) are otherwise based on or arise out of the facts alleged in the PAGA administrative exhaustion/notice letter sent in the Action. By way of illustration only, "Settled PAGA Claims" includes all claims for civil penalties available for the above-referenced claims and theories of relief, including, without limitation, any claims for unpaid or untimely payment of any wages or other amounts owed, unpaid minimum wage, unpaid overtime, unpaid double-time pay, non-compliant meal periods or rest breaks or for premium pay, provisions regulating hours and days of work in any IWC order, failure to maintain accurate records, failure to provide sick leave, unreimbursed expenses, wage statement violations, and for failure to pay final wages and waiting-time penalties, and including claims arising therefrom for any monetary or non-monetary relief, and claims for attorneys' fees, expenses, and costs, that may be obtained under the PAGA statute.

The “Released Parties” include Summit Protective & Investigative Services, Inc. and its affiliates, subsidiaries, parents, companies, predecessors, successors, assigns, owners, shareholders, managing agents, employees, officers, directors, agents, attorneys, administrators, representatives, heirs, estates, and powers-of-attorney and also includes defendant Yuta Nakai, Ron Resurreccion, and Steven Harrell.

### **III. WHAT ARE YOUR OPTIONS AND RIGHTS AS A CLASS MEMBER**

#### **A. Participating in the Settlement as a Class Member**

If you wish to participate as a Settlement Class Member and believe your workweek information is accurate, **you do not need to take any further action.** Payment will be automatically made to you consistent with the terms of the Agreement and Court Order.

#### **B. Excluding Yourself from the Settlement as a Class Member**

If you do not wish to participate as a Settlement Class Member, the Court will exclude you from being a Class Member if you request this by [redacted]. If you do not wish to be bound by the Settlement as a Class Member, you may request to be excluded (*i.e.*, “opt out”) by submitting a timely written request to the Settlement Administrator. The request to opt-out must: (a) state your full name and last four digits of your Social Security Number; (b) include a statement that you do not want to be a Class Member, do not want to participate in the Settlement, and/or want to be excluded from this Settlement; (c) identify the case name and number (*i.e.* *Gilson v. Summit Protective & Investigative Services, Inc., et al.*, Case No. 24CV000013); (d) be signed; and (e) be post-marked no later than [redacted]. The request to opt out must be mailed by First Class U.S. Mail, or the equivalent, to:

[admin info]

If you submit a request to opt out which is not postmarked by [redacted], your request to opt out will be rejected, and you will be bound by the release of claims and all other terms of the Agreement. Additionally, if you submit a valid objection and a request to opt out, the request to opt out will be deemed void and the objection will be treated as submitted as though no request to opt out was submitted. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. Any Class Member who submits a complete and timely request to opt out shall, upon receipt by the Settlement Administrator, no longer be a Class Member and not receive their share of the Net Settlement Sum. PAGA Settlement Members cannot opt out of the PAGA portion of the Settlement and will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

#### **C. Objection to Settlement**

If you do not opt out of the Settlement, you can object to the terms of the Settlement. Note, if the Court overrules or rejects your objection, you will still be bound by the terms of the Settlement. You can ask the Court to deny approval by submitting an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. You may submit a written objection, which should: (a) state your full name, be signed, and provide the last four digits of your Social Security Number; (b) provide evidence that you are, in fact, a Class Member; (c) state the reasons for the objection(s), including providing any supporting documentation; (d) identify the case name and number (*i.e.* *Gilson v. Summit Protective & Investigative Services, Inc., et al.*, Case No. 24CV000013); and (f) be post-marked no later than [redacted]. Written objections must be sent to the Settlement Administrator at the address identified in Section III.B.

Additionally, or in the alternative to sending a written objection to the Settlement Administrator, you may appear at the final approval hearing to state your objection. Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through an attorney. If you appear through your own attorney, you are responsible for paying that attorney.

### **IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS**

If the Court grants final approval of the Settlement, the Court will make and enter judgment consistent therewith. A notice of entry of judgment will be filed with the Court and available online at <https://prod-portal-sacramento-ca.journaltech.com/public-portal/>. The judgment, whether favorable or not, will bind all Class Members who do not request exclusion and such class members will be subject to the release of claims provided as part of the Settlement. After final approval, each and every Class Member who does not opt out of the Settlement and PAGA Settlement Members, will release Defendants and the Released Parties from the Settled Class Claims and the Settled PAGA Claims described above. In other words, if you were employed as a Class Member by Defendants in California during

the Class Period, and you do not exclude yourself from the Settlement, you will be deemed to have entered into these releases and to have released the above-described claims. In addition, you will be barred from ever suing Defendants and the Released Parties with respect to the claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

#### **V. FINAL SETTLEMENT APPROVAL HEARING**

The Court will hold a hearing in Department 22, 720 9<sup>th</sup> Street, Sacramento, California 95814, on [redacted] at [redacted] .m., to determine whether the Agreement should be finally approved as fair, reasonable and adequate. To join by Zoom: <https://saccourt-ca.gov.zoomgov.com/my/sscdept22>. To join by phone: (833) 568-8864 / ID 16184738886. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, the Settlement Administrator Costs, and a Service Award for the Class Representative. The hearing may be continued without further notice. It is not necessary for you to appear at this hearing.

#### **VI. ADDITIONAL INFORMATION**

**IF YOU HAVE ANY QUESTIONS, CALL [Claims Administrator] at [number]**

You may also access the Complaint, Class Counsel's motion for preliminary approval, the Agreement, and any other documents required by the Court at <https://prod-portal-sacramento-ca.journaltech.com/public-portal/>. You can also contact Class Counsel or Defendants' Counsel as follows:

Galen T. Shimoda  
Justin P. Rodriguez  
Renald Konini  
Shimoda & Rodriguez Law, PC  
9401 East Stockton Blvd., Suite 120  
Elk Grove, CA 95624  
Telephone: (916) 525-0716  
*On behalf of Plaintiff*

Brian R. Weilbacher  
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760 Paseo Camarillo, Suite 300  
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Telephone: (805) 248-7208  
*On behalf of Defendants*

Rhonda Kraeber  
Lora Vail French  
KRAEBER LAW OFFICE  
9040 Brentwood Blvd., Ste. B  
Brentwood, CA 94513  
(925) 420-0333  
*On behalf of Defendants*

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

**BY ORDER OF THE COURT**

# Exhibit J