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7

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9

10 **SUPERIOR COURT OF CALIFORNIA**
11 **FOR THE COUNTY OF SACRAMENTO**
12

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

14 Plaintiff,

15 vs.

16 SUMMIT PROTECTIVE & INVESTIGATIVE
17 SERVICES, INC., a California Corporation;
YUTA NAKAI, an individual; and DOES 1 to
18 100, inclusive,

19 Defendants.
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Case No.: 24CV000013

**JOINT STIPULATION REGARDING CLASS
ACTION AND PAGA SETTLEMENT AND
RELEASE**

Filed: January 2, 2024

FAC Filed: March 8, 2024

Trial Date: None Set

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22 Summit Protective & Investigative Services, Inc.

23 and Yuta Nakai

1 This Joint Stipulation Regarding Class Action and PAGA Settlement and Release is made and
2 entered into between the Plaintiff Elizabeth R. Gilson (“Plaintiff”), on behalf of herself, the Labor and
3 Workforce Development Agency, Class Members, and PAGA Settlement Members, and Defendants
4 Summit Protective & Investigative Services, Inc. (“Summit” or the “Company”) and Yuta Nakai
5 (“Defendants”).

6 **IT IS HEREBY STIPULATED AND AGREED** by the undersigned parties, subject to approval
7 by the Court, that the settlement of this action shall be effectuated upon and subject to the following terms
8 and conditions.

9 **1. DEFINITIONS**

10 The following terms, when used in this Agreement, have the following meanings:

11 1.1 “Action” means the above stated lawsuit, *Gilson v. Summit Protective & Investigative*
12 *Services, Inc., et al.*, Sacramento County Superior Court, Case No. 24CV000013, first filed January 2,
13 2024, and including the original and amended complaint filed therein.

14 1.2 “Agreement” or “Settlement” means this Joint Stipulation Regarding Class Action and
15 PAGA Settlement and Release.

16 1.3 “Class” means: all persons who currently or formerly worked for Defendants as a non-
17 exempt and/or hourly paid employee in California during the Class Period.

18 1.4 “Class Counsel” means Galen T. Shimoda, Justin P. Rodriguez and Renald Konini of
19 Shimoda & Rodriguez Law, PC.

20 1.5 “Class Members” means all persons who currently or formerly worked for Defendants as a
21 non-exempt and/or hourly paid employee in California during the Class Period.

22 1.6 “Class Period” means the time period from January 2, 2020, through December 16, 2024.

23 1.7 “Class Representative” or “Plaintiff” means plaintiff Elizabeth R. Gilson.

24 1.8 “Complaint” means the operative Complaint on file in the Action with the Court.

25 1.9 “Court” means the Sacramento County Superior Court.

26 1.10 “Defendants” means Summit Protective & Investigative Services, Inc. and Yuta Nakai.

27 1.11 “Defendants’ Counsel” means LightGabler LLP and Kraeber Law Office.
28

1 1.12 “Effective Date” means the date when all of the following have occurred: This Agreement
2 has been signed by the parties hereto, Class Counsel, and Defendants’ Counsel; The Court has granted
3 preliminary approval to the Settlement; The Court has granted final approval to the Settlement, including
4 the settlement of the PAGA claim, and has entered and filed the final approval order and final judgment
5 contained therein; and if no objection to the Settlement is made, the Effective Date shall occur when the
6 conditions set forth above have occurred. If there is any objection made to the Settlement, the Effective
7 Date shall occur sixty-five (65) calendar days after the Final Approval Date provided there is no appeal or
8 other pending legal challenge to the Settlement. If there is any appeal or other pending legal challenge
9 concerning the Settlement, no amounts will be payable until all appeals or other pending challenges have
10 lapsed or have been favorably resolved in favor of the Settlement and no other appeal, writ or other
11 appellate court review is possible. In the event any appeal or other pending challenge is filed concerning
12 any of the Court’s orders pertaining to the Settlement, administration of the Settlement shall cease and be
13 stayed pending final resolution of such appeal or challenge.

14 1.13 “Final Approval Date” means the date a signed order granting final approval of this
15 Agreement is filed with the Court.

16 1.14 “Gross Settlement Sum” or “GSS” is the sum of One Hundred and Twenty-Five Thousand
17 Dollars (\$125,000). The Gross Settlement Sum shall fund and satisfy Defendants’ payment obligations for
18 all amounts required under the Settlement, including individual payments to Settlement Class Members
19 and payment for all penalties, costs, and fees in connection with the Settlement, such as the PAGA Payment
20 and payment to PAGA Settlement Members, Plaintiff’s and Class Counsel’s attorneys’ fees and costs,
21 Settlement Administrator Costs, Service Award to the Class Representative, and employee-side state and
22 federal taxes and withholdings.

23 1.15 “Individual Settlement Amount” means an individual Class Member’s and PAGA
24 Settlement Member’s allocation of the Net Settlement Sum and PAGA Payment.

25 1.16 “LWDA” means the California Labor and Workforce Development Agency.

26 1.17 “Net Settlement Sum” or “NSS” means the Gross Settlement Sum less amounts deducted
27 pursuant to the Settlement for the Court-approved PAGA Payment, settlement administration costs,
28 attorneys’ fees and costs awarded to Class Counsel, and any Service Award to the Class Representative.

1 The payments to Settlement Class Members are to be made from the Net Settlement Sum, with the
2 exception of PAGA Settlement Members' portion of the PAGA Payment, which shall come from the
3 PAGA Payment itself.

4 1.18 "Notice of Settlement" means the document substantially in the form attached hereto as
5 Exhibit 1.

6 1.19 "Notice Period" means sixty (60) calendar days from the initial mailing of the Notice of
7 Settlement to Class Members.

8 1.20 "PAGA" means Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et*
9 *seq.*

10 1.21 "PAGA Payment" is the sum of Ten Thousand Dollars (\$10,000), which is allocated from
11 the Gross Settlement Sum towards resolving claims under the PAGA. The payments to PAGA Settlement
12 Members are to be made from the PAGA Payment.

13 1.22 "PAGA Period" means December 29, 2022 through December 16, 2024.

14 1.23 "PAGA Settlement Members" means all persons who currently or formerly worked for
15 Defendants as a non-exempt and/or hourly paid employee in California during the PAGA Period.

16 1.24 "Parties" means Defendants and Plaintiff.

17 1.25 "Preliminary Approval Date" means the date the Court-signed order granting preliminary
18 approval of this Agreement is filed with the Court.

19 1.26 "QSF" means a Qualified Settlement Fund set up by the Settlement Administrator for the
20 benefit of the Settlement Class Members and/or PAGA Settlement Members and from which the payments
21 under this Agreement shall be made.

22 1.27 "Qualifying Workweeks" are weeks worked by Class Members and/or PAGA Settlement
23 Members during the Class Period and/or PAGA Period, respectively, in California. For Class Members,
24 workweeks shall be defined as any calendar week in which a Class Member worked at least one (1) day in
25 California during the Class Period. For PAGA Settlement Members workweeks shall be defined as any
26 calendar week in which a PAGA Settlement Member worked at least one (1) day in California during the
27 PAGA Period. Since PAGA Settlement Members were paid weekly, their workweeks during the PAGA
28 Period are treated as functionally equivalent to their applicable PAGA pay periods.

1 1.28 “Released Parties” means Summit Protective & Investigative Services, Inc. and its affiliates,
2 subsidiaries, parents, companies, predecessors, successors, assigns, owners, shareholders, managing
3 agents, employees, officers, directors, agents, attorneys, administrators, representatives, heirs, estates, and
4 powers-of-attorney and also includes defendant Yuta Nakai, Ron Resurreccion, and Steven Harrell.

5 1.29 “Service Award” means the amount approved by the Court to be paid to the Class
6 Representative in recognition of the time and effort expended on behalf of Class Members for the benefit
7 of Class Members, which is in addition to any Individual Settlement Amount paid to the Class
8 Representative as a Settlement Class Member or PAGA Settlement Member.

9 1.30 “Settlement Administrator” means and refers to ILYM Group, Inc., the third-party entity
10 that will administer the Agreement, or any other third-party administrator agreed to by the Parties and
11 approved by the Court for the purposes of administering this Agreement. The Parties each represent that
12 they do not have any financial interest in the Settlement Administrator.

13 1.31 “Settlement Administrator Costs” means the fees and expenses reasonably incurred by the
14 Settlement Administrator as a result of the procedures and processes required by this Agreement, and shall
15 include all costs of administering the Agreement, including, but not limited to, all tax document
16 preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees
17 associated with preparing, issuing and mailing any and all notices and other correspondence to Class
18 Members and/or PAGA Settlement Members; all costs and fees associated with communicating with Class
19 Members and/or PAGA Settlement Members, Class Counsel, and Defendants’ Counsel; all costs and fees
20 associated with computing, processing, reviewing, and paying the Individual Settlement Amounts, and
21 resolving disputes; all costs and fees associated with calculating tax withholdings and payroll taxes, if any,
22 making related payment to federal and state tax authorities, if any, and issuing tax forms relating to
23 payments made under the Agreement; all costs and fees associated with preparing any tax returns and any
24 other filings required by any governmental taxing authority or agency; all costs and fees associated with
25 preparing any other notices, reports, or filings to be prepared in the course of administering Individual
26 Settlement Amounts; and any other costs and fees incurred and/or charged by the Settlement Administrator
27 in connection with the execution of its duties under this Agreement. Settlement Administrator Costs shall
28 be paid from the Gross Settlement Sum.

1 1.32 “Settled Class Claims” means any and all wage and hour claims, rights, demands, debts,
2 liabilities, causes of action, primary rights, or claims for relief arising out of work performed by Settlement
3 Class Members for any acts or omissions during the Class Period that: 1) are alleged in the Complaint or
4 any other complaint filed in the Action, were alleged in the Complaint or any other complaint filed in the
5 Action, or could have been alleged based on or arising out of the facts alleged in the Complaint or any
6 other complaint filed in the Action (including previously filed complaints in the Action); 2) are alleged in
7 the PAGA administrative exhaustion/notice letter, were alleged in the PAGA administrative
8 exhaustion/notice letter, or could have been alleged based on or arising out of the facts alleged in any
9 PAGA administrative exhaustion/notice letter; or 3) are otherwise based on or arise out of the facts alleged
10 in the Complaint in the Action or any other complaint filed in the Action, whether under federal, state, or
11 common law, including, violations of the California Labor Code, as set forth herein, and the California
12 Business and Professions Code sections 17200, *et seq.*, and the Fair Labor Standards Act. By way of
13 illustration only, “Settled Class Claims” includes all types of relief available for the above-referenced
14 claims and theories of relief, including, without limitation, any claims for unpaid or untimely payment of
15 any wages or other amounts owed, unpaid minimum wage, unpaid overtime, unpaid double-time pay, non-
16 compliant meal periods or rest breaks or for premium pay, provisions regulating hours and days of work in
17 any IWC order, failure to maintain accurate records, failure to provide sick leave, unreimbursed expenses,
18 wage statement violations, failure to pay final wages and waiting-time penalties, unfair business practices,
19 and including claims arising therefrom for damages, reimbursement, restitution, losses, penalties, fines,
20 liens, attorneys’ fees, costs, expenses, debts, interest, injunctive or declaratory relief, chargebacks,
21 liquidated damages or similar relief. “Settled Class Claims” does not include claims for vested retirement
22 benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment
23 insurance, disability, social security, or workers’ compensation.

24 1.33 “Settlement Class Member” means each Class Member who does not validly exclude
25 himself, herself or themselves from this Settlement (*i.e.* opt out) pursuant to the terms herein.

26 1.34 “Settled Class Representative Claims” means all of Plaintiff’s known and unknown claims,
27 including expressly waiving and relinquishing, to the fullest extent permitted by law, the provisions, rights,
28 and benefits of Section 1542 of the California Civil Code, which provides:

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH
2 THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR
3 SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
4 EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER
5 MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
6 WITH THE DEBTOR OR RELEASED PARTY.

7 1.35 “Settled PAGA Claims” means any and all rights, demands, debts, liabilities, causes of
8 action, primary rights, or claims for civil penalties arising out of work performed by PAGA Settlement
9 Members for any acts or omissions during the PAGA Period that: 1) are alleged in the PAGA administrative
10 exhaustion/notice letter, were alleged in the PAGA administrative exhaustion/notice letter, or could have
11 been alleged based on or arising out of the facts alleged in any PAGA administrative exhaustion/notice
12 letter; or 2) are otherwise based on or arise out of the facts alleged in any PAGA administrative
13 exhaustion/notice letter. By way of illustration only, “Settled PAGA Claims” includes all claims for civil
14 penalties available for the above-referenced claims and theories of relief, including, without limitation, any
15 claims for unpaid or untimely payment of any wages or other amounts owed, unpaid minimum wage,
16 unpaid overtime, unpaid double-time pay, non-compliant meal periods or rest breaks or for premium pay,
17 provisions regulating hours and days of work in any IWC order, failure to maintain accurate records, failure
18 to provide sick leave, unreimbursed expenses, wage statement violations, and for failure to pay final wages
19 and waiting-time penalties, and including claims arising therefrom for any monetary or non-monetary
20 relief, and claims for attorneys’ fees, expenses, and costs, that may be obtained under the PAGA statute.

21 **2. SUMMARY OF THE LITIGATION**

22 2.1 On or about December 29, 2023, Plaintiff sent notice to the LWDA to exhaust
23 administrative remedies under the PAGA for (1) Failure to Pay Overtime Wages, (2) Failure to Pay
24 Minimum Wages, (3) Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof, (4) Failure to
25 Provide Rest Periods or Pay Premiums in Lieu Thereof, (5) Failure to Provide Accurate Wage statements,
26 (6) Failure to Pay Final Wages, (7) Failure to Pay Reimbursement for Expenses, (8) Violation of Labor
27 Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare
28 Commission Order), (9) Failure To Maintain Accurate Wage Records, and (10) Failure to Provide Paid
Sick Leave. The LWDA did not respond to the notice within the statutorily required time frame and, as
such, Plaintiff became authorized to act as a Private Attorney General on all alleged PAGA claims.

1 2.2 On or about January 2, 2024, Plaintiff filed a class action Complaint in Sacramento County
2 Superior Court on behalf of herself and Class Members alleging claims for (1) Failure to Pay Overtime
3 Wages, (2) Failure to Pay Minimum Wages, (3) Failure to Provide Meal Periods or Pay Premiums in Lieu
4 Thereof, (4) Failure to Provide Rest Periods or Pay Premium in Lieu Thereof, (5) Wage Statement
5 Violations, (6) Failure to Pay Final Wages (Waiting Time Penalties), (7) Failure to Reimburse Expenses,
6 and (8) Unfair Competition. Plaintiff filed a First Amended Complaint on approximately March 8, 2024,
7 to add a PAGA cause of action based on the violations alleged in the December 29, 2023 notice to the
8 LWDA on behalf of herself and aggrieved employees.

9 2.3 In anticipation of the Parties' scheduled August 27, 2024 mediation and through informal
10 discovery, Summit provided Class Counsel with copies of all applicable versions of Summit's wage and
11 hour policies and procedures, employee handbooks, and information concerning Class Members including,
12 but not limited to, Class Members' workweeks, total number of Class Members, their rates of pay, and pay
13 periods as well as timecard data and payroll reports for a randomly selected sample of Class Members. In
14 connection with the mediation, Defendants also provided various data and financial records pertaining to
15 the Company and its principals supporting their claims of financial distress.

16 2.4 On August 27, 2024, after Class Counsel had received and analyzed the data provided in
17 anticipation of mediation, the Parties participated in a lengthy mediation with a highly-experienced class
18 action wage and hour mediator, Steven W. Paul. The Parties were unable to reach a settlement during the
19 initial mediation session but the Parties' discussions – including through the mediator –continued in the
20 weeks following mediation. After review of the relevant materials – including further materials and
21 information supporting the Company's financial distress – further settlement discussions were facilitated
22 by the mediator and the Parties were able to reach a settlement in principle. Following this, as of October
23 21, 2024, the Parties had extensively negotiated and entered into a binding memorandum of understanding
24 (the "MOU") setting forth various material terms of the Parties' settlement. At all times, the Parties'
25 settlement negotiations have been non-collusive, adversarial, and at arm's length.

26 2.5 Discussions between Plaintiff and Class Counsel, between counsel for the Parties, document
27 productions, extensive legal analysis, the provision of financial information and records by Defendants to
28

1 Plaintiff and the detailed analysis of the records, have permitted each side to assess the relative merits of
2 the claims and the defenses to those claims.

3 2.6 In the Action, Plaintiff contends, in sum, that Defendants violated California law as asserted
4 in the Complaint in the Action. Defendants, in sum, have disputed and denied each of Plaintiff's claims,
5 contended that they have complied with applicable law, and maintained that Plaintiff's action substantively
6 and procedurally flawed. Defendants have also denied and disputed that this Action is appropriate for class
7 certification or other representative treatment, other than settlement purposes. The agreed upon Gross
8 Settlement Sum was reached after evaluating the Parties' respective claims and contentions, theories of
9 potential exposure for the underlying claims, and the class and PAGA data relating to the claims. The
10 Parties, with the assistance of the mediator, also assessed appropriate discounts to the asserted liability
11 based on Defendants' factual and legal contentions and defenses and Summit's financial condition.

12 2.7 The Parties agree that the above-described investigation and evaluation, as well as discovery
13 and the information exchanged to date, are more than sufficient to assess the merits of the respective
14 Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiff, Class Counsel,
15 Defendants, and Defendants' Counsel have concluded that it is desirable that the Action be settled in a
16 manner and upon such terms and conditions set forth herein in order to avoid further expense,
17 inconvenience and distraction of further legal proceedings, and the risks of potential adverse outcomes
18 and/or consequences that may arise in connection with the Action. Therefore, the Parties desire to resolve
19 the claims in the Action on the terms and conditions set forth herein, and the Parties believe that the
20 Agreement, for the consideration and terms set forth herein, is fair, reasonable, and adequate in light of all
21 known facts and circumstances.

22 **3. THE CONDITIONAL NATURE OF THIS AGREEMENT**

23 3.1 This Agreement and all associated exhibits or attachments are made for the sole purpose of
24 settling the Action. This Agreement and the settlement it evidences are made in compromise of disputed
25 claims. Because the Action was pled as a class action, this Agreement must receive preliminary and final
26 approval by the Court. Accordingly, the Parties enter into this Agreement and associated settlement on a
27 conditional basis. If the Effective Date does not occur, or if the Court's approval of the settlement is
28 reversed or materially modified on appellate review, this Agreement shall be deemed null and void; it shall

1 be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and
2 the negotiation, terms and entry of the Agreement shall remain subject to the provisions of California
3 Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of
4 evidence that may be applicable.

5 3.2 Defendants have disputed and denied all of Plaintiff's claims and contentions in the Action,
6 including, without limit, as to liability, damages, liquidated damages, penalties, interest, fees, restitution,
7 injunctive relief and all other forms of relief asserted in the Action. Defendants have agreed to resolve the
8 Action via this Agreement to avoid the burden and expense of continued litigation and disputes, but to the
9 extent this Agreement is deemed void or the Effective Date does not occur, Defendants do not waive, but
10 rather expressly reserve, all rights to challenge all such claims and allegations in the Action upon all
11 procedural and factual grounds, including, without limitation, the ability to challenge class, representative
12 or collective treatment on any grounds, as well as to assert any and all other potential defenses or privileges,
13 both substantive and procedural.

14 **4. SCOPE OF THE CLASS**

15 4.1 The scope of the class of individuals encompassed under the Agreement and subject to all
16 obligations and duties required under the Agreement, shall include all Class Members and all PAGA
17 Settlement Members. For avoidance of doubt, it shall not include any Class Members who submit valid
18 and timely requests to opt-out of the Settlement. PAGA Settlement Members have no right or ability to
19 opt-out of the PAGA portion of the Settlement.

20 4.2 Only Settlement Class Members and PAGA Settlement Members are entitled to recover
21 under this Agreement.

22 4.3 Any person who believes that he or she is a Class Member or PAGA Settlement Member
23 and wishes to participate in the Agreement, but did not receive a Notice of Settlement because his or her
24 name did not appear on the class list provided to the Settlement Administrator prior to mailing, may submit
25 a data request to the Settlement Administrator. The data request must contain all of the following
26 information: (a) the full name and Social Security Number of the individual making the request and be
27 signed; (b) the name used by such employee as of the time his or her employment with Summit ended; (c)
28 the individual's claimed dates of employment with Summit; and (d) a return address to which a response

1 may be sent. Every data request must be postmarked on or before the conclusion of the Notice Period or
2 otherwise submitted to the Settlement Administrator such that it is received before the conclusion of the
3 Notice Period. Upon receipt of any data requests, the Settlement Administrator shall promptly transmit the
4 data requests to Defendants' Counsel and request that Summit review its records to determine if such
5 individual is within the Class or a PAGA Settlement Member.

6 4.4 If Defendants agree that the person listed in a data request is a Class Member and/or PAGA
7 Settlement Member, the Settlement Administrator shall promptly mail a Notice of Settlement to the person
8 who submitted the data request, at the address designated for that purpose in the data request. All provisions
9 of this Agreement relating to the Notice of Settlement shall apply to Notice of Settlements sent in response
10 to data requests, and any person who submits a data request and is sent a Notice of Settlement in response
11 shall be treated by the Settlement Administrator as a Class Member and/or PAGA Settlement Member for
12 all other purposes.

13 4.5 If Defendants do not agree that the person listed in a data request is a Class Member and/or
14 PAGA Settlement Member, Defendants' Counsel and Class Counsel shall attempt to resolve any such
15 dispute in good faith within seven (7) calendar days of Class Counsel being advised in writing of the data
16 request dispute. Summit's records shall be presumed correct and determinative unless the individual
17 submitting the data request demonstrates by a preponderance of the evidence that such records are
18 inaccurate or unreliable. Each data request dispute that Defendants' Counsel and Class Counsel cannot
19 timely resolve shall be resolved by the Settlement Administrator. The Settlement Administrator must
20 accept and weigh all the evidence provided in a good faith attempt to resolve the dispute. The Settlement
21 Administrator must resolve any dispute submitted to it within seven (7) calendar days after Defendants'
22 Counsel and Class Counsel submit the dispute to the Settlement Administrator. The decision by the
23 Settlement Administrator shall be final as between the parties, subject to Court review.

24 **5. TERMS OF THE SETTLEMENT**

25 The Parties agree as follows:

26 5.1 Gross Settlement Sum: In consideration of and in exchange for the releases provided in this
27 Agreement and for the other terms and conditions set forth herein, Defendants are obligated to pay, on a
28 non-reversionary basis, the Gross Settlement Sum (\$125,000) in full and final settlement of the Action as

described in this Agreement. Defendants shall have no obligation to make any additional payments over and above the Gross Settlement Sum, except for the employer portion of state and federal payroll taxes and withholdings on the portion of the settlement allocated as W-2 wages. The Gross Settlement Sum shall be paid in three payments as follows:

5.1.1 1st payment: \$50,000 – paid the later of May 4, 2025, or thirty (30) calendar days after the Effective Date;

5.1.2 2nd payment: \$37,500 – paid the later of August 5, 2025, or three (3) months after the Effective Date;

5.1.3 3rd payment: \$37,500 – paid the later of November 5, 2025, or six (6) months after the Effective Date;

5.2 Attorneys' Fees and Costs: Class Counsel will apply to the Court for an attorneys' fee award of up to 35% of the Gross Settlement Sum, which shall be paid from the Gross Settlement Sum. Defendants agree not oppose Class Counsel's application for attorneys' fees so long as it does not exceed the 35% threshold. Class Counsel will also be entitled to reimbursement for reasonable, advanced litigation expenses not to exceed \$15,000, and subject to Court approval, which shall be paid from the Gross Settlement Sum. Defendants have agreed to not oppose Class Counsel's request for reimbursement for reasonable, advanced litigation expenses so long as they do not exceed the \$15,000 threshold. The Settlement Administrator will issue Class Counsel an IRS Form 1099 for the attorneys' fees and costs paid under this Agreement. In the event that the Court awards less than the requested attorneys' fees and/or costs, the portion of the requested amounts not awarded to Class Counsel shall be added to the Net Settlement Sum to be distributed to Settlement Class Members on a pro rata basis. Regardless of the amount of attorneys' fees and costs that the Court approves and awards, the enforceability of this Agreement shall not be affected.

5.3 Settlement Administrator Costs: The Settlement Administrator Costs shall be paid from the Gross Settlement Sum as approved by the Court and shall not exceed \$15,000. The difference between any actual, awarded Settlement Administrator Costs and the allocated \$15,000 shall be added to the Net Settlement Sum to be distributed to Settlement Class Members on a pro rata basis.

1 5.4 Service Award to Class Representative: Class Counsel will apply to the Court for a Service
2 Award for the Class Representative of up to \$10,000, subject to Court approval, and Defendants agree not
3 to object to the request so long as it does not exceed the \$10,000 threshold. The Parties agree that regardless
4 of the amount of the Service Award actually awarded by the Court, the enforceability of this Agreement
5 shall not be affected. Payment of the Service Award will be from the Gross Settlement Sum, not in addition
6 to it. In the event that the Court awards less than Service Award amount requested, then any portion of the
7 requested amount not awarded to the Class Representative shall be added to the Net Settlement Sum to be
8 distributed to Settlement Class Members on a pro rata basis.

9 5.5 PAGA Payment: The PAGA Payment (\$10,000), will be paid from the Gross Settlement
10 Sum and has been allocated towards resolving the Settled PAGA Claims, subject to Court approval.
11 Seventy-five percent (75%) of the PAGA Payment will be paid to the LWDA and twenty-five percent
12 (25%) will be paid to PAGA Settlement Members on a pro rata basis as described below in Section 5.8
13 (Pro Rata Distribution Formula). Any excess amount not approved by the Court for the allocated PAGA
14 Payment shall be added to the Net Settlement Amount to be distributed to Settlement Class Members on a
15 pro rata basis. The Parties agree that, regardless of the amount of the GSS that the Court allocates and
16 approves as warranted for the PAGA Payment, the enforceability of the Agreement shall not be affected.

17 5.6 Unused Settlement Funds: Any uncashed settlement payment check issued to a Settlement
18 Class Member and/or PAGA Settlement Member that remains uncashed after one-hundred and eighty (180)
19 calendar days after being issued shall be deemed null and void, and the funds shall escheat to the State of
20 California's Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA
21 Settlement Member, and it shall be the Settlement Administrator's obligation and responsibility to remit
22 the escheated funds to the State of California in the name of the individual in accordance with the state's
23 procedures for the escheatment of such funds.

24 5.7 No Additional Benefits Contributions: All Individual Settlement Amounts paid to
25 Settlement Class Members and PAGA Settlement Members shall be deemed to be income solely in the
26 year in which such amounts were actually received. It is expressly understood and agreed that the receipt
27 of such Individual Settlement Amounts will not entitle any Settlement Class Member or PAGA Settlement
28 Members to any new or additional compensation or benefits under any company bonus or other

1 compensation or benefit plan or agreement in place during the period covered by the Agreement or
2 otherwise, nor will it entitle any Settlement Class Member or PAGA Settlement Member to any increased
3 retirement, 401(k) and/or 403(b) benefits or matching benefits, or deferred compensation benefits. It is the
4 intent of this Agreement that the Individual Settlement Amounts provided for in this Agreement are the
5 sole payments to be made by Defendants to the Settlement Class Members and PAGA Settlement Members
6 in connection with this Agreement and in full and final settlement of the Action as provided herein
7 (notwithstanding any contrary language or agreement in any benefit or compensation plan document that
8 might have been in effect during the period covered by this Agreement).

9 5.8 Pro Rata Distribution Formula: Payment to Settlement Class Members and PAGA
10 Settlement Members of their Individual Settlement Amount will not require the submission of a claim form.
11 The Net Settlement Sum will be determined by subtracting from the Gross Settlement Sum any amounts
12 for approved attorneys' fees and costs, any Service Award to the Class Representative, the Settlement
13 Administrator Costs, and the PAGA Payment. Each Class Member's proportionate share of the Net
14 Settlement Sum will be initially determined by dividing their total Qualifying Workweeks within the Class
15 Period by the total Qualifying Workweeks of all Class Members. That fraction will then be multiplied by
16 the Net Settlement Sum to arrive at the Class Member's individual share of the Net Settlement Sum. Any
17 funds allocated to Class Members under this formula who timely opt out of the Settlement will be
18 redistributed to Settlement Class Members on a pro rata basis, *i.e.* each Settlement Class Member's share
19 will be determined by dividing their total Qualifying Workweeks within the Class Period by the total
20 Qualifying Workweeks of all Settlement Class Members and that fraction will then be multiplied by the
21 Net Settlement Sum to arrive at the Settlement Class Member's individual share of the Net Settlement Sum.
22 Each PAGA Settlement Members' share of the 25% portion of the PAGA Payment will be determined by
23 dividing their total Qualifying Workweeks within the PAGA Period by the total Qualifying Workweeks of
24 all PAGA Settlement Members within the PAGA Period. That fraction will then be multiplied by the 25%
25 portion of the PAGA Payment to arrive at the PAGA Settlement Member's individual share of the PAGA
26 Payment.

27 5.9 Tax Allocation: The Individual Settlement Amounts to be paid to Settlement Class
28 Members and/or PAGA Settlement Members reflect a settlement of a dispute over claimed penalties,

1 interest and wages. The Settlement Administrator shall calculate the employer's share of payroll taxes on
2 the amounts paid to Settlement Class Members as wages as well as calculating all required withholdings
3 and deductions from said wage payments. The allocation of the Individual Settlement Amounts to
4 Settlement Class Members and PAGA Settlement Members shall be as follows:

5 5.9.1 Ten Percent (10%) of each Settlement Class Members' share of the Net Settlement
6 Sum shall be allocated for payment of disputed wages and shall be subject to required employer and
7 employee taxes and withholdings. Settlement Class Members shall receive an IRS Form W-2 for reporting
8 of this portion of their Individual Settlement Amount.

9 5.9.2 Ninety Percent (90%) of each Settlement Class Members' share of the Net
10 Settlement Sum shall be allocated for disputed statutory penalties and interest, without deduction of
11 employer and employee taxes and withholdings. As between penalties and interest, Eighty Percent (80%)
12 shall be allocated for disputed penalties and Ten Percent (10%) for disputed interest. This 90% portion of
13 the Individual Settlement Amount consists of other income, not wages, for which the Settlement Class
14 Members shall receive IRS Forms 1099-MISC and 1099-INT and this payment shall be divided between
15 the two classifications as 80% 1099-MISC and 10% 1099-INT.

16 5.9.3 The entirety (i.e. 100%) of each PAGA Settlement Member's share of the 25%
17 portion of the PAGA Payment shall be allocated for payment of disputed civil penalties, and no amount
18 shall be subject to employee or employer withholdings and taxes. This portion of the Individual Settlement
19 Amount consists of other income, not wages, for which the PAGA Settlement Members shall receive an
20 IRS Form 1099-MISC.

21 5.10 Settlement Class Members and PAGA Settlement Members shall be solely responsible for
22 the reporting and payment of their share of any federal, state and/or municipal income or other taxes on
23 payments made pursuant to this Agreement, and shall hold the Parties, Class Counsel, and Defendants'
24 Counsel free and harmless from any claims resulting from treatment of such payments as non-taxable,
25 including the treatment of such payments as not subject to withholding or deduction for payroll and
26 employment taxes. No Party or counsel hereto has made any representation as to the taxability of any
27 payments pursuant to this Agreement, or provided tax advice to any other party in connection with this
28 Agreement or otherwise, including the payments to Settlement Class Members, the payments to PAGA

1 Settlement Members, the payments to Class Counsel, the payments to the Class Representative, or payroll
2 taxes and withholdings applicable to Summit, or the allocation of the Net Settlement Sum or PAGA
3 Payment to wage and non-wage income, or otherwise as to tax implications of any provision of this
4 Agreement.

5 5.11 No Additional Contribution by Defendants: Defendants' monetary obligation under this
6 Agreement is limited to the Gross Settlement Sum and any employer side payroll taxes owed on amounts
7 allocated as wages under this Agreement. All other costs and expenses arising out of or in connection with
8 the performance of this Agreement shall be paid from the Gross Settlement Sum, unless expressly provided
9 otherwise herein. However, in the event the Court denies full and final approval to the Settlement, without
10 further recourse for seeking such approval, then Defendants and Plaintiff shall be equally responsible for
11 the costs of the Settlement Administrator incurred between the date the Agreement was executed and the
12 date Court approval is finally denied to the Settlement.

13 5.12 Class Certification For Settlement Purposes Only: The Parties agree that, for purposes of
14 this Settlement only, certification of the Class is appropriate and the requisites for establishing class
15 certification are met.

16 5.13 Adequacy of Class Counsel and Class Representative: The Parties agree that, for purposes
17 of this Settlement only, Class Counsel and Plaintiff are adequate representatives for Class Members and
18 PAGA Settlement Members.

19 **6. RELEASE**

20 6.1 Release of Claims by Settlement Class Members: Upon the Effective Date, Settlement Class
21 Members shall fully, finally, and forever release all Settled Class Claims against the Released Parties during
22 the Class Period.

23 6.2 Release of Claims by PAGA Settlement Members: Upon the Effective Date, PAGA
24 Settlement Members shall fully, finally, and forever release all Settled PAGA Claims against the Released
25 Parties during the PAGA Period. PAGA Settlement Members cannot opt out of the PAGA portion of this
26 Settlement.

1 6.3 Release by Class Representative: Upon the Effective Date, Class Representative shall fully,
2 finally, and forever generally release any and all Settled Class Representative Claims, the Settled Class
3 Claims, and the Settled PAGA Claims against the Released Parties.

4 **7. SETTLEMENT ADMINISTRATION**

5 7.1 Duties of Settlement Administrator: Class Counsel will seek Court approval of ILYM
6 Group, Inc. as the Settlement Administrator. The Gross Settlement Sum shall be paid to or transferred to
7 the Settlement Administrator or a qualified settlement fund established by the Settlement Administrator in
8 accordance with the payment terms and time periods set forth herein. The Settlement Administrator's duties
9 shall include, without limitation: establishing a qualified settlement fund for administering this Settlement;
10 calculating, processing, and sending each Class Member's Individual Settlement Amount; processing Class
11 Members through the United States Postal Service's National Change of Address database; formatting,
12 printing, and mailing the Notice of Settlement; processing any exclusion requests and objections from Class
13 Members; establishing a toll free telephone line and responding to inquiries and requests for information
14 or assistance from Class Members and/or PAGA Settlement Members; processing, following up and
15 resolving disputes regarding Individual Settlement Amount calculations (in consultation with Class
16 Counsel and Defendants' Counsel where necessary); performing necessary searches on notices returned as
17 undeliverable; providing required disclosures and declarations to the Parties and the Court concerning the
18 status and administration of the Settlement; processing and distributing settlement payments and
19 distributions, tax deductions, and tax forms; receiving, depositing, and distributing the Gross Settlement
20 Sum in accordance with the Settlement and the Court's orders related thereto; providing declaration(s) as
21 necessary in support of preliminary and/or final approval of the Settlement; and other tasks as the Parties
22 mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator,
23 which shall also be responsible for all tax filing and reporting, will obtain a separate tax ID number for
24 forms W-2 and 1099. The Settlement Administrator shall keep the Parties timely apprised of the
25 performance of all Settlement Administrator's responsibilities. Plaintiff, Class Counsel, Defendants, and
26 Defendants' Counsel shall not be responsible for validating or ensuring the accuracy of the Settlement
27 Administrator's work, but will nonetheless work with the Settlement Administrator to facilitate accurate
28 settlement administration to the best of their abilities. Plaintiff, Class Counsel, Defendants, and

Defendants' Counsel shall not bear responsibility for errors or omissions by the Settlement Administrator in the calculation or distribution of the settlement payments or otherwise, The Settlement Administrator's fees and costs shall be deducted from the Gross Settlement Sum. All disputes relating to the Settlement Administrator's performance of its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of the Settlement until all payments and obligations contemplated by the Settlement have been fully satisfied and carried out.

7.2 Notice to Class Members and PAGA Settlement Members: The Notice of Settlement will be written in English and Spanish and the English language version of the Notice of Settlement is attached hereto as Exhibit 1.

7.3 Class Member Data and Mailing: Within fourteen (14) calendar days of entry of the Preliminary Approval Order, Summit will provide the Settlement Administrator with necessary notice and other data in an electronically searchable format for purposes of calculating Individual Settlement Amounts and sending the Notice of Settlement to Class Members and PAGA Settlement Members. The Settlement Administrator will use such information for purposes of calculating each Class Member's and PAGA Settlement Member's share of the Net Settlement Sum and for mailing of the Notice of Settlement. No later than fourteen (14) calendar days after receipt of the notice data, the Settlement Administrator will perform a national change of address ("NCOA") search, update the addresses per the results of the NCOA search, and then mail the Notice of Settlement, substantially in the form attached as Exhibit 1, to each Class Member and PAGA Settlement Member by first-class mail, postage prepaid. The Settlement Administrator shall maintain all information received from Defendants as confidential to itself, and Defendants' Counsel. However, Class Counsel shall be able to review the breakdown of Qualified Workweeks and estimated Individual Settlement Amounts for Class Members and PAGA Settlement Members prior to mailing for quality assurance provided the personal identifying information is redacted and/or omitted.

7.4 Returned and/or Re-mailed Notices of Settlement: In the event that a Notice of Settlement is returned to the Settlement Administrator as undeliverable on or before the conclusion of the Notice Period, the Notice of Settlement shall be sent to the forwarding address affixed thereto within five (5) calendar days. If no forwarding address is provided, then the Settlement Administrator shall promptly attempt to determine a correct address using a skip-trace, computer or other search using the name, address

1 and/or Social Security number of the individual involved, and shall then perform a single re-mailing within
2 five (5) calendar days to any more recent address found as a result of the search. Following each search
3 that does not result in a corrected address, for those recipients who appear to be current employees of
4 Summit at the time of the Preliminary Approval Date, the Settlement Administrator shall contact
5 Defendants' Counsel for assistance and Summit shall cooperate in good faith with the Settlement
6 Administrator's reasonable efforts to obtain valid mailing addresses for recipients to the extent they are
7 active employees of Summit. In the event the Notice of Settlement is forwarded to a new address and/or
8 re-mailed to a recipient, the deadline for a Class Member to submit any request to opt-out, a dispute, or an
9 objection shall be the end of the Notice Period or 10 days from the date of the re-mailing/forwarding to a
10 new address, whichever is later. A Class Member that does not timely and properly request to opt-out shall
11 be bound by all terms of the Agreement, including the releases contained herein.

12 7.5 Responses to Notice of Settlement:

13 7.5.1 *Opt-Outs*: The Notice of Settlement shall provide that Class Members who wish to
14 exclude themselves from the Settlement must submit a request to opt-out. The request to opt-out must: (a)
15 state the Class Member's full name and the last four digits of such person's Social Security Number; (b) a
16 statement that he or she does not want to be a Class Member, does not want to participate in the settlement,
17 and/or wants to be excluded from the settlement; (c) identify the case name and number (*i.e. Gilson v.*
18 *Summit Protective & Investigative Services, Inc., et al.* , Case No. 24CV000013); (d) be signed; and (e) be
19 post-marked no later than the conclusion of the Notice Period or the ten-day re-mailing timeline stated in
20 Section 7.4 (Returned and/or Re-mailed Notices of Settlement). The Class Member must personally sign
21 the request to opt-out. No request to opt-out may be made on behalf of a group of Class Members. The
22 date of the postmark on the return-mailing envelope shall be the exclusive means used to determine whether
23 a request to opt-out has been timely submitted. Any Class Member who requests to opt-out of the
24 Agreement will not be entitled to any portion of the Net Settlement Sum nor will they have any right to
25 object, appeal or comment thereon. The name of any Class Member who is deemed to have validly and
26 timely opted out will be specifically identified in any proposed order granting final approval. Class
27 Members who fail to submit a valid and timely request to opt-out shall be bound by all terms of the
28 Agreement and any order or final judgment thereon. Regardless of whether a PAGA Settlement Member

1 opts out of being a Class Member, they will still receive their share of the PAGA Payment as PAGA
2 Settlement Members cannot opt out of this Agreement as it relates to the PAGA Payment or Settled PAGA
3 Claims, and will accordingly be subject to the PAGA portion of this Settlement and the release of claims
4 provided in connection therewith.

5 7.5.2 *Objection Procedures:* Any Notice of Settlement recipient who does not opt-out,
6 but who wishes to object to this Settlement or otherwise to be heard concerning this Settlement, may submit
7 a written objection to the Settlement Administrator, who will promptly provide copies of the objection to
8 Class Counsel and Defendants' Counsel. The written objection should: (a) state the person's full name and
9 the last four digits of such person's Social Security Number; (b) provide evidence that the individual is, in
10 fact, a Class Member; (c) state the reasons for the objection(s), including any supporting documentation;
11 (d) identify the case name and number (*i.e. Gilson v. Summit Protective & Investigative Services, Inc., et*
12 *al.*, Case No. 24CV000013); (e) be signed; and (f) be post-marked no later than the conclusion of the Notice
13 Period or the ten-day re-mailing timeline stated in Section 7.4 (Returned and/or Re-mailed Notices of
14 Settlement). Additionally, or in the alternative to sending a written objection to the Settlement
15 Administrator, subject to the discretion of the Court, a Class Member may appear at the final approval
16 hearing and be heard by the Court in order to state their objection.

17 7.5.3 *Dispute Procedures:* Any Notice of Settlement recipient who disputes the number
18 of Qualifying Workweeks on the Notice of Settlement shall submit a written dispute to the Settlement
19 Administrator. The dispute must: (a) identify the nature of the dispute; (b) provide any information or
20 documentation supporting the dispute; (c) state the person's full name, be signed, and state the last four
21 digits of such recipient's Social Security Number; and (d) be post-marked no later than the conclusion of
22 the Notice Period or the ten-day re-mailing timeline stated in Section 7.4 (Returned and/or Re-mailed
23 Notices of Settlement). The Settlement Administrator shall promptly forward all such disputes to
24 Defendants' Counsel and request that Defendants review the dispute. Defendants' records shall
25 presumptively be valid and dispositive unless the disputant can produce reliable documentation
26 establishing the validity of the disputant's claim. If Defendants agree with submitted information, the
27 disputant shall be credited or subtracted Qualifying Workweeks in accordance with their submitted dispute
28 and that final number of Qualified Workweeks shall govern the calculation of such person's Individual

1 Settlement Amount. If Defendants disagree with the submitted information, Defendants' Counsel will
2 promptly advise Class Counsel of the dispute, which includes providing any documentation submitted by
3 the Class Member as part of the dispute. Defendants' Counsel and Class Counsel shall attempt in good
4 faith to resolve any such dispute within five (5) calendar days of Class Counsel being advised of the dispute.
5 Each dispute that Defendants' Counsel and Class Counsel cannot timely resolve shall be resolved by the
6 Settlement Administrator, subject to Court review.

7 7.5.4 *Deficient Opt-Outs, Objections, or Disputes:* In the event that a deficient opt-out,
8 objection, or dispute is received on or before the conclusion of the Notice Period, the Settlement
9 Administrator shall mail a letter to the Class Member within five (5) calendar days informing them of the
10 deficiency. If a deficiency letter is mailed to a Class Member, the deadline for the Class Member to cure
11 the deficiency shall be the end of the Notice Period or 10 calendar days from the date of the deficiency
12 letter, whichever is later. If a person returns both a valid objection and a request for exclusion, the exclusion
13 request will be voided and of no force or effect and the objection will be treated as submitted as though no
14 request for exclusion was submitted.

15 7.6 Due Process Acknowledgement: Compliance with the notice procedures set forth herein
16 constitutes due and sufficient notice to Class Members of the Action and the Settlement and shall satisfy
17 Class Members' due process rights. Nothing else shall be required of the Parties, Class Counsel or
18 Defendants' Counsel to provide notice of the proposed Settlement.

19 7.7 Settlement Administrator Declaration Regarding Notice Period: Within fourteen (14)
20 calendar days after the conclusion of the Notice Period, the Settlement Administrator shall provide Class
21 Counsel and Defendants' Counsel with a signed declaration under penalty of perjury providing a complete
22 and detailed report regarding the statistics and responses of settlement administration to date and
23 completion of the Settlement Administrators' obligations as provided in this Settlement.

24 7.8 Settlement Administrator Payments to Settlement Class Members, PAGA Settlement
25 Members, Class Counsel, and Plaintiff: Within seven (7) calendar days after the Effective Date and the
26 Court's determination of the amount of attorneys' fees and costs payable to Class Counsel, the Service
27 Award payable to Class Representative, the PAGA Payment, and Settlement Administrator Costs, the
28 Settlement Administrator shall calculate the final Net Settlement Sum, the final Individual Settlement

1 Amounts for Settlement Class Members and/or PAGA Settlement Members, any applicable taxes thereon,
2 and report the results of these calculations to Class Counsel and Defendants' Counsel. The Settlement
3 Administrator shall not distribute any settlement funds unless and until Class Counsel and Defendants'
4 Counsel expressly approve the Settlement Administrator's calculations as described above in this section.
5 Class Counsel and Defendants' Counsel shall have fourteen (14) calendar days after being provided with
6 the Settlement Administrator's calculations to review and approve the Settlement Administrator's
7 calculations. If Class Counsel or Defendants' Counsel do not respond within such period, that shall be
8 deemed approval of the calculations. Defendants shall wire transfer or pay by check pursuant to the
9 Settlement Administrator's instructions the Gross Settlement Sum and applicable employer-side taxes
10 necessary to fund the Settlement in installments as described in Section 5.1, with any funds needed to
11 satisfy employer side tax obligations added to the amount due at the time of the third installment payment.
12 Within seven (7) calendar days after Defendants fully fund the settlement via three payments as described
13 in Section 5.1, assuming Class Counsel and Defendants' Counsel have approved the Settlement
14 Administrator's calculations as required above, the Settlement Administrator shall deliver payment of
15 Class Counsels' attorney's fees and costs, the Service Award payable to Class Representative, the 75%
16 portion of the PAGA Payment payable to the LWDA, Settlement Administrator Costs, and payment to
17 Settlement Class Members and/or PAGA Settlement Members as required under this Agreement and
18 approved by the Court.

19 7.8.1 The Settlement Administrator shall wire the Court-approved attorneys' fees and
20 costs to Class Counsel unless another method is requested by Class Counsel. Class Counsel shall provide
21 the Settlement Administrator with the pertinent taxpayer identification number and payment instructions
22 after the Final Approval Date.

23 7.8.2 The Settlement Administrator shall send a check by mail for the Court-approved
24 Service Award to the Class Representative, care of Class Counsel unless another method is requested by
25 Class Counsel.

26 7.8.3 Only Settlement Class Members and PAGA Settlement Members shall receive their
27 Individual Settlement Amount.
28

1 7.8.4 The Settlement Administrator shall remit and report the applicable portions of the
2 payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this
3 Agreement. Defendants agree to reasonably cooperate with the Settlement Administrator to the extent
4 necessary to determine the amount of the payroll tax payment required.

5 7.9 Settlement Check Expiration and Uncashed Checks: The Settlement Administrator shall
6 issue Individual Settlement Amounts to Settlement Class Members and PAGA Settlement Members in the
7 form of a check, which shall become null and void if not cashed or deposited within one-hundred and
8 eighty (180) calendar days of issuance. After one-hundred and eighty (180) calendar days of issuance, the
9 checks shall be voided and funds from all uncashed checks shall escheat to the State of California as
10 provided herein. The Settlement Administrator shall deliver such funds within fourteen (14) calendar days
11 after the check cashing deadline to the State of California's Unclaimed Property Division.

12 7.10 Settlement Administrator Declaration Regarding Compliance and Settlement
13 Administration: Within twenty-one (21) calendar days after the last day for Settlement Class Members and
14 PAGA Settlement Members to negotiate their settlement checks, the Settlement Administrator shall
15 provide Class Counsel and Defendants' Counsel with a signed declaration under penalty of perjury
16 providing a complete and detailed report regarding the settlement administration documenting that all
17 payments under the Agreement have been made in accordance with this Settlement and the Court's orders,
18 that the Court's final approval order has been complied with, and that all the obligations of the Settlement
19 Administrator have been completed.

20 **8. PROVISIONAL SETTLEMENT ADMINISTRATION SCHEDULE**

21 8.1 The below schedule may be modified subject to various settlement administration and Court
22 approval factors, including, without limit, depending on whether and when the Court grants necessary
23 approvals, orders notice to Class Members and PAGA Settlement Members, and sets further hearings. The
24 schedule may also be modified to resolve data issues, correct clerical errors, and to reflect the provisions
25 in the Agreement as described above. In the event of such modification, the Parties shall cooperate to
26 complete the settlement procedures as expeditiously as reasonably practicable. The provisional schedule
27 for notice, approval, and payment procedures carrying out the Agreement is as follows:
28

1	Last day for Defendants to provide Settlement Administrator with Class Member and PAGA Settlement Member information	Within 14 calendar days after the Preliminary Approval Date
2		
3		
4	Last day for Settlement Administrator to complete NCOA search, update Class Member and PAGA Settlement Member mailing information, and mail Notice of Settlement	Within 14 calendar days after the Settlement Administrators' receipt of Class Members' information from Defendants
5		
6		
7	Last day for Class Members to opt-out, submit disputes, submit objections, and submit data requests	60 calendar days after mailing of Notice of Settlement or within 10 days after Notice of Settlement is re-mailed to a recipient, whichever is later
8		
9		
10	Last day for Settlement Administrator to provide Parties with signed declaration reporting on settlement administration and related statistics.	Within 14 calendar days after end of the Notice Period
11		
12		
13	Last day for Settlement Administrator to calculate the final Net Settlement Sum, the final Individual Settlement Amounts for Settlement Class Members and/or PAGA Settlement Members, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendants' Counsel	Within 7 calendar days after the Effective Date
14		
15		
16		
17	Last day for Settlement Administrator to deliver payment of Class Counsel's attorney's fees and costs, Service Award, PAGA Payment, Settlement Administrator Costs, payment to Settlement Class Members, and payment to PAGA Settlement Members	Within 7 calendar days after Defendants have funded the settlement in full according to the payment schedule set forth herein.
18		
19		
20		
21	Last day for Settlement Class Members and PAGA Settlement Members to negotiate settlement checks	180 calendar days after issuance of checks to Settlement Class Members and PAGA Settlement Members
22		
23		
24	Last day for Settlement Administrator to deliver value of uncashed settlement checks to State of California's Unclaimed Property Division	Within 14 calendar days after settlement check cashing deadline, or as otherwise directed by the State of California's Unclaimed Property Division
25		
26		
27	Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline
28		

1 **9. DUTIES OF THE PARTIES**

2 9.1 The Parties shall mutually cooperate in effectuating this Settlement as provided herein,
3 including but not limited to, executing further documents and taking such other action as may reasonably
4 be necessary to implement and effectuate the terms of this Agreement. If issues arise regarding effectuating
5 this Settlement, the Parties shall meet and confer to resolve such issues. The inability to reach a mutual
6 agreement will not be cause to breach or not enforce this Agreement. To the extent the Parties cannot agree
7 through their own negotiations upon any additional matters to effectuate this Settlement, a Party to this
8 Settlement may seek Court intervention to resolve any disputed terms and conditions or issues in
9 connection with this Settlement and to otherwise effectuate a settlement in accordance with the terms of
10 this Settlement. This Settlement shall be enforceable by motion under California Code of Civil Procedure
11 §664.6, notwithstanding the provisions of California Evidence Code §§1115, et seq. or other settlement
12 confidentiality provisions. Within one week prior to filing, Class Counsel shall provide a draft of the
13 Preliminary Approval Motion to Defendants' Counsel. Defendants' Counsel will provide comments and/or
14 proposed revisions within one week after receipt of the draft Preliminary Approval Motion from Class
15 Counsel. With regard to the motion for final approval documents, a similar one-week maximum review
16 and response time shall be observed by the Parties. The Parties will request that the Court's preliminary
17 approval of this Agreement be embodied in an Order Granting Preliminary Approval of Class Action and
18 PAGA Settlement.

19 9.1.1 Class Counsel and Defendants shall also work in good faith to draft a mutually
20 agreeable Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final
21 Judgment.

22 9.2 Notice to LWDA: Plaintiff shall provide notice to the LWDA of this settlement in
23 accordance with Labor Code § 2699(1)(2) and as otherwise required by law or Court order.

24 **10. MISCELLANEOUS TERMS**

25 10.1 Defendants' Right to Withdraw Based on Opt-Outs: If more than five percent (5%) of Class
26 Members opt-out of the Settlement, then Defendants may, in their sole discretion, terminate the settlement
27 within fourteen (14) calendar days after receiving notice from the Settlement Administrator of the number
28 of all opt-outs. To the extent Defendants elect to terminate the Settlement pursuant to this paragraph,

1 Defendants shall be responsible for paying the cost of the Settlement Administrator incurred to the date the
2 election to terminate is made. In the event Defendants exercise such option to terminate the Settlement as
3 provided in this paragraph, then Plaintiff and Defendants would be restored to their respective positions
4 vis-a-vis one another in the litigation as of the Parties' mediation date, August 27, 2024. The Parties and
5 their counsel agree that they shall not seek, solicit, or otherwise encourage Class Members to submit
6 exclusion/opt-out requests or objections to the Settlement. Plaintiff agrees she will not opt-out of or object
7 to the Settlement.

8 10.2 Defendants represented that there are approximately 11,132 employee calendar workweeks
9 during the time period from January 2, 2020, through August 20, 2024. In the event the number of
10 workweeks during the Class Period (January 2, 2020, through December 16, 2024) is more than 12,245
11 (i.e., greater than 10% more than 11,132), then Defendants may elect one of the following: a) the Gross
12 Settlement Sum shall be increased proportionally by the number of workweeks in excess of 12,245; or b)
13 the Class Period shall be the time period from January 2, 2020, through such date that employee class
14 member workweeks do not exceed 11,132. To the extent Defendants elect to shorten the Class Period as
15 stated herein, the end date of the PAGA Period shall be shortened to the same date.

16 10.3 No Tax Advice And Circular 230 Disclaimer: Nothing contained herein constitutes legal
17 advice regarding the taxability or tax consequences of any amounts paid in connection with the Settlement,
18 nor should anything contained herein be relied upon as such, and Class Counsel and Defendants' Counsel
19 are not providing such representation or advice in connection with tax matters pertaining to this Settlement.
20 EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE
21 "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE
22 ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1)
23 NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR
24 DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER
25 ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR
26 DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE
27 WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31
28 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED

1 EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR
2 ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT
3 ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER
4 PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED
5 TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER
6 TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
7 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY
8 HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH
9 ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH
10 LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY
11 OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY
12 TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

13 10.4 No Prior Assignments: The Parties represent, covenant, and warrant that they have not
14 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
15 any person or entity any portion of any liability, claim, demand, action, cause of action or right released
16 and discharged in this Agreement.

17 10.5 Exhibits: This Agreement includes the attached exhibits.

18 10.6 Judgment and Retention of Jurisdiction to Enforce: Upon the Effective Date, judgment will
19 be entered according to this Agreement. The Parties stipulate and agree that the Sacramento County
20 Superior Court shall have continuing jurisdiction to enforce the terms of the Agreement pursuant to Code
21 of Civil Procedure section 664.6.

22 10.7 Authorization to Execute Agreement and Effectuate Settlement and Agreement to
23 Cooperate: The Parties warrant and represent that they are authorized to negotiate this Settlement and to
24 take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement
25 and to otherwise effectuate its terms and the Settlement. The parties themselves and through their
26 respective counsel will cooperate with each other to effectuate this Settlement in accordance with
27 applicable law.
28

1 10.8 No Admission of Liability or Wrongdoing: The Parties to this Agreement have entered into
2 this Agreement to resolve the dispute or disputes that have arisen between them and to avoid the burden,
3 expense and risk of continued litigation. In entering into this Agreement, Defendants do not admit and
4 specifically deny that they have violated any federal, state, or local law; violated any regulations or
5 guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal
6 requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or
7 deception; or engaged in any other unlawful or improper conduct with respect to their employees or
8 operations. Apart for purposes of settling this Action, Defendants do not admit this matter is suitable for
9 certification or treatment as a class or other representative action, and this Settlement may not be used or
10 admitted for any other purpose or in any other proceeding other than to enforce and effectuate the terms
11 and conditions of this Settlement as provided herein.

12 10.9 Notices: Unless otherwise specifically provided herein, all notices, demands, or other
13 communications given hereunder shall be in writing and shall be deemed to have been duly given as of the
14 third business day after delivery by overnight mail, addressed as follows:

15 To Plaintiff and the Class:

16 Galen T. Shimoda
17 Justin P. Rodriguez
18 Renald Konini
19 Shimoda & Rodriguez Law, PC
20 9401 East Stockton Blvd., Suite 120
21 Elk Grove, CA 95624
22 Telephone: (916) 525-0716

23 To Defendants:

24 Brian R. Weilbacher
25 Kathleen M. Fellows
26 LightGabler LLP
27 760 Paseo Camarillo, Suite 300
28 Camarillo, CA 93010
 Telephone: (805) 248-7208

 Rhonda Kraeber
 Lora Vail French

KRAEBER LAW OFFICE
9040 Brentwood Blvd., Ste. B
Brentwood, CA 94513
Telephone: (925) 420-0333

10.10 Mutual Drafting of Agreement: The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its counsel participated in the drafting of this Agreement.

10.11 Binding Agreement. The Parties agree that this Agreement is binding and enforceable upon the Parties hereto and that it is admissible in any proceeding to enforce its terms, irrespective of mediation or settlement confidentiality provisions or which otherwise may apply under applicable law. The Parties pledge their good-faith and fair dealing in carrying out their obligations under the Agreement. This Agreement shall be enforceable by motion under California Code of Civil Procedure § 664.6, notwithstanding the provisions of California Evidence Code §§ 1115, *et seq.* or other settlement confidentiality provisions.

10.12 Attorneys' Fees and Costs Limitations: Neither Class Counsel nor any other attorneys acting for, or purporting to act for, the Class, Class Members, PAGA Settlement Members, or Plaintiff, may recover or seek to recover any amounts for fees, costs, or disbursements from the Released Parties or the Gross Settlement Sum except as expressly provided in this Agreement.

10.13 No Modifications: This Agreement may be amended or modified only by a written instrument signed by the Parties and counsel for all Parties or their successors-in-interest.

10.14 Class Member Signatories: Because the Action has not yet been certified, and the Class Members are so numerous, the Parties agree that it is impossible or impractical to have each Class Member sign this Agreement. It is agreed that, for purposes of seeking approval of the Agreement, this Agreement may be executed on behalf of all Class Members by the Class Representative.

10.15 Counterparts: This Agreement shall become effective upon its execution by all Parties hereto. Plaintiff, Class Counsel, Defendants and Defendants' Counsel may execute this Agreement in counterparts, and execution of counterparts shall have the same force and effect as if each had signed the

1 same instrument. Facsimile, electronic, and/or scanned copies of signatures shall have the same force and
2 effect of originals.

3 10.16 Stay of Litigation Activity: Besides the Parties' efforts to effectuate the Settlement as
4 provided herein, litigation activity shall otherwise cease during the period the parties seek to effectuate this
5 Settlement.

6 10.17 Confidentiality Preceding Preliminary Approval. The Parties and their counsel agree that
7 they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or
8 have any communication with the press about this case and/or the fact, amount, or terms of the Agreement
9 or Settlement prior to the Court granting preliminary approval of the Settlement.

10 10.18 Choice of Law: The Agreement and any exhibits hereto shall be considered to have been
11 negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and the
12 rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance with,
13 and governed by, the substantive laws of the State of California without giving effect to that State's choice
14 of law principles.

15 10.19 Headings and Captions: Section titles or captions contained in the Agreement are inserted
16 as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of
17 this Agreement, or any provision thereof.

18 10.20 No Retaliation or Discouragement: The Parties agree they will take no action that could be
19 construed as retaliation against any Class Members for participating or seeking to participate in this class
20 action settlement. The Parties will not discourage any Class Member from participating or seeking to
21 participate in this class action settlement.

22 10.21 Integrated Agreement: Excluding the Parties' Memorandum of Understanding (which
23 forms the basis of this Agreement and may be considered in connection with this Agreement), this
24 Agreement sets forth the entire understanding between the Parties and supersedes any and all prior
25 agreements, oral or written, pertaining to the subject matter hereof. Each party acknowledges that there is
26 no representation, inducement, promise or agreement which has been made, orally or otherwise, by the
27 other party, concerning the terms or conditions of this Agreement, which is not expressly embodied in this
28

Agreement. In entering into this Agreement, the Parties represent that the terms of this Agreement are fully understood and voluntarily accepted by the Parties.

10.22 Binding on Successors and Assigns: This Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties to this Agreement, as previously defined.

10.23 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

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

IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

For Plaintiff:

Date: 01/17/2025



liz gil (Jan 17, 2025 11:47 PST)

Elizabeth R. Gilson

For Defendants:

Date: _____

By: _____
For Summit Protective & Investigative Services,
Inc.

Date: _____

Yuta Nakai

APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

Agreement. In entering into this Agreement, the Parties represent that the terms of this Agreement are fully understood and voluntarily accepted by the Parties.

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

IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

For Plaintiff:

Date: _____

Elizabeth R. Gilson

For Defendants:

Date: 1-22-2025



By: Yuta Nakai, President
For Summit Protective & Investigative Services,
Inc.

Date: 1-22-2025



Yuta Nakai

APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

Dated: January 17, 2025

By: _____

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

APPROVED AS TO FORM

LightGabler, LLP

Dated: _____

By: _____

Brian R. Weilbacher
Kathleen M. Fellows
Attorneys for Defendants

APPROVED AS TO FORM

KRAEBER LAW OFFICE

Dated: _____

By: _____

Rhonda Kraeber
Lora Vail French
Attorneys for Defendants

1
2 Dated: _____

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

3
4
5 APPROVED AS TO FORM

LightGabler, LLP

6
7 Dated: 1/22/25 _____

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

8
9
10 APPROVED AS TO FORM

KRAEBER LAW OFFICE

11
12 Dated: 1/22/25 _____

By: Rhonda Kraeber _____
Rhonda Kraeber
Lora Vail French
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 any 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 any PAGA administrative exhaustion/notice letter; or 2) are otherwise based on or arise out of the facts alleged in any PAGA administrative exhaustion/notice letter. 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 9th 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
Kathleen M. Fellows
LightGabler LLP
760 Paseo Camarillo, Suite 300
Camarillo, CA 93010
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

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Renald Konini (Cal. State Bar No. 312080)
Shimoda & Rodriguez Law, PC
9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733
Email: attorney@shimodalaw.com
jrodriguez@shimodalaw.com
rkonini@shimodalaw.com

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

**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.

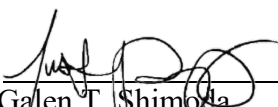
19 Date: _____

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 9th 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
Kathleen M. Fellows
LightGabler LLP
760 Paseo Camarillo, Suite 300
Camarillo, CA 93010
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