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individually and on behalf of similarly situated employees

8
9 **SUPERIOR COURT OF CALIFORNIA**
10 **FOR THE COUNTY OF SACRAMENTO**
11

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

14 Plaintiff,)

15 vs.)

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

19 Defendants.)
20)
21)
22)
23)

Case No. 24CV000013

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

CLASS ACTION

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: July 25, 2025

Time: 9:00 a.m.

Dept.: 22

Judge: Hon. Lauri A. Damrell

Filed: January 2, 2024

FAC Filed: March 8, 2024

Trial Date: None Set

1 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE that on July 25, 2025, at 9:00 a.m., or as soon thereafter as the matter
3 may be heard in Department 22 of the above-entitled Court, Plaintiff Elizabeth R. Gilson, individually
4 and on behalf of all other similarly situated individuals, will move for entry of an Order for the
5 following:

- 6 1. Certifying the proposed Class herein for purposes of settlement only;
- 7 2. Appointing Plaintiff Elizabeth R. Gilson as Class Representative for purposes of settlement;
- 8 3. Appointing Shimoda & Rodriguez Law, PC, as Class Counsel for purposes of settlement;
- 9 4. Approving the proposed class action and Private Attorney's General Act settlement as set
10 forth in the Settlement Agreement, including the \$125,000 Gross Settlement Sum and the
11 release of claims provided for therein.;
- 12 5. Approving the application for payments to Class Counsel of attorney's fees in the amount of
13 \$43,750;
- 14 6. Approving the application for payment to Class Counsel of reasonable costs in the amount of
15 \$10,742.89;
- 16 7. Approving the Class Representative Service Award of \$10,000 to Plaintiff Elizabeth Gilson;
- 17 8. Approving the appointment of ILYM Group, Inc. as the Settlement Administrator and for
18 payment to ILYM Group, Inc. for administering said class action and PAGA settlement in
19 the amount of \$9,850;
- 20 9. Approving the settlement of claims under the Private Attorneys General Act for the total
21 amount of \$10,000, 75% of which will be paid to the Labor and Workforce Development
22 Agency and 25% of which will be paid to PAGA Settlement Members;
- 23 10. Determining that the class notification procedure and process complied with Class Members'
24 due process rights;
- 25 11. Directing that any uncashed settlement payment check issued to a Class Member that
26 remains uncashed after one-hundred and eighty (180) calendar days after being issued shall
27 be deemed null and void, and the funds shall escheat to the State of California's Unclaimed
28

Property Division in the name of the Settlement Class Member and/or PAGA Settlement Member; and

12. Approving and adopting the Proposed Order and its implementation schedule, which is filed herewith and incorporated by reference.

This motion is being made pursuant to Code of Civil Procedure section 382, Labor Code section 2699(1)¹, and California Rules of Court 3.769 and 3.764, on the grounds that the proposed class action and Private Attorneys General Act settlement is fair, reasonable, and adequate as to all Class Members and should be approved by the Court. This motion will be based on the notice of motion, memorandum of points and authorities, the Declaration of Justin P. Rodriguez, the Declaration of Elizabeth R. Gilson, the Declaration of Nick Castro, exhibits, the record and files of this case, and such further oral or documentary evidence introduced at the hearing of this motion.

Pursuant to Local Rule 1.06(A), the court will make a tentative ruling on the merits of this matter by 2:00 p.m., the court day before the hearing. The complete text of the tentative rulings for the department may be downloaded off the court's website. If the party does not have online access, they may call the dedicated phone number for the department as referenced in the local telephone directory between the hours of 2:00 p.m. and 4:00 p.m. on the court day before the hearing and receive the tentative ruling. If you do not call the court and the opposing party by 4:00 p.m. the court day before the hearing, no hearing will be held.

Dated: July 2, 2025

Shimoda & Rodriguez Law, PC

By: _____



Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Plaintiff

¹ Although the PAGA was recently amended, the amendments specifically state they are applicable to cases filed after June 19, 2024. See Cal. Lab. Code § 2699(v)(1). Because the PAGA notice predates this, all references to the PAGA in this Motion will be based on the statutory numbering applicable prior to the July 1, 2024, amendment.

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Department 22*

CLASS ACTION

**MEMORANDUM OF POINTS &
AUTHORITIES IN SUPPORT OF PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

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I. INTRODUCTION AND OPENING SUMMARY OF ARGUMENT

Plaintiff Elizabeth R. Gilson (“Plaintiff”) seeks final approval of a non-reversionary wage and hour class action and Private Attorneys General Act (“PAGA”) settlement in the gross amount of \$125,000. *See generally* Exhibit A (Joint Stipulation Regarding Class Action and PAGA Settlement and Release [“Agreement”]); Exhibit G (Addendum to the Joint Stipulation Regarding Class Action and PAGA Settlement and Release [“Addendum”]). Plaintiff brought this class action individually and on behalf of similarly situated employees who worked for Defendants Summit Protective & Investigative Services, Inc. (“Summit” or the “Company”), and Yuta Nakai (collectively, “Defendants”) (Plaintiff and Defendants sometimes collectively referred to as the “Parties”). *See generally* Exhibit B (Plaintiff’s Operative Complaint). There are approximately 564 Class Members.

Plaintiff has alleged that Defendants 1) failed to pay overtime wages, 2) failed to pay minimum wages, 3) failed to provide meal periods or pay meal period premiums in lieu thereof, 4) failed to provide rest periods or pay rest period premiums in lieu thereof, 5) failed to provide accurate wage statements, 6) failed to timely pay final wages, 7) failed to reimburse expenses, and 8) engaged in unfair competition. *See generally* Exhibit B; *see also* Declaration of Justin P. Rodriguez (“Decl. Rodriguez”), ¶¶ 2, 10-11. Plaintiff has also alleged Defendants are liable for civil penalties under the PAGA based on these violations. *See id.*; Exhibit C (Plaintiff’s Ltr. to the Labor and Workforce Development Agency [“LWDA”] Regarding PAGA Claims). Defendants have denied all of Plaintiff’s allegations in their entirety and any liability or wrongdoing of any kind. *See* Decl. Rodriguez, ¶ 5. Defendants have also denied that this case is appropriate for class certification or any other representative treatment other than for purposes of settlement. *See id.* However, subject to Court approval, the Parties have been able to compromise and settle all asserted claims as a result of extensive investigations, document and data exchanges, and extended arm’s length negotiations. *See* Exhibit A. Plaintiff and Plaintiff’s counsel believe the Agreement is fair, reasonable, and adequate based on the investigations, discovery, employee data exchanges, negotiations, and a detailed knowledge of the issues in this case. *See* Decl. Rodriguez, ¶¶ 6-8, 10-11; Declaration of Elizabeth R. Gilson (“Decl. Gilson”), ¶ 7. The Agreement was entered into in good faith by the Parties to resolve heavily contested

¹ All capitalized terms shall have the same meaning as defined in the Agreement, unless specified otherwise.

1 claims and guarantees a reasonable recovery for Class Members.

2 The reaction of Class Members to the preliminarily approved Agreement has been
3 overwhelmingly positive and gives substantial support to the Agreement and all terms and allocations
4 therein being fair, reasonable, and adequate. Zero Class Members opted out of the settlement and there
5 have been zero objections to the Agreement. *See* Declaration of Nick Castro (“Decl. Castro”), ¶¶ 11-
6 12. It is well within the discretion of this Court to grant final approval of the proposed Settlement,
7 which satisfies all applicable criteria under California law. Accordingly, Plaintiff requests that the
8 Court: (1) certify the Settlement Class; (2) grant final approval of the Agreement; (3) find that the
9 procedures used to notify Class Members complied with due process; (4) grant Plaintiff’s request for
10 attorney’s fees and costs, the Service Award to the Class Representative, and Settlement Administrator
11 Costs; and (5) approve and adopt the proposed order granting final approval, which is filed
12 concurrently herewith.

13 II. PROCEDURAL AND LITIGATION HISTORY

14 Plaintiff filed a class action complaint on approximately January 2, 2024, in the Sacramento
15 County Superior Court against Defendants. Plaintiff exhausted administrative remedies under the
16 PAGA by providing notice of the claims and violations to the LWDA. *See* Exhibit C; Cal. Lab. Code §
17 2699.3(a), (c)²; Decl. Rodriguez, ¶ 3. Then, Plaintiff filed a First Amended Class Action Complaint on
18 approximately March 8, 2024, to include a PAGA claim. *See id.*; Exhibit B. There is no date set for a
19 motion for certification or trial in this matter. *See* Decl. Rodriguez, ¶ 4.

20 III. INVESTIGATION AND DISCOVERY CONDUCTED

21 Plaintiff thoroughly investigated issues affecting certification, the merits of the class and PAGA
22 claims, and potential damages for such claims. *See id.* at ¶¶ 3, 6-10; Decl. Gilson, ¶¶ 3-6. Plaintiff
23 worked during the time all of Defendants’ policies and practices at issue in the Complaint were in effect
24 and provided information regarding these policies and practices, enabling pre-filing investigations to
25 take place. *See* Decl. Gilson, ¶ 2. The Parties engaged in informal discovery and exchange of
26 documents, including a representative sampling of employee data, such as timecards, paystubs, payroll

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28 ² Although the PAGA was recently amended, the amendments specifically state they are applicable to cases filed after June 19, 2024. *See* Cal. Lab. Code § 2699(v)(1). Because the PAGA notice predates this, all references to the PAGA in this Motion will be based on the statutory numbering applicable prior to the July 1, 2024, amendment.

1 data, and relevant policies for the entirety of the statute of limitations applicable to the asserted claims.
2 Plaintiff also reviewed financial records for the Company and its principals to assess Defendants'
3 claims of financial distress. *See* Decl. Rodriguez, ¶ 7. The discovery covered all aspects of the asserted
4 claims, including certification issues, merits issues, damages, the scope and configuration of Class
5 Members, the content and implementation of the wage and hour policies at issue, and issues relating to
6 manageability concerns at trial, among other relevant areas. *See* Decl. Rodriguez, ¶¶ 6, 8. The
7 information allowed Plaintiff to determine the extent and frequency of any violations in accordance
8 with Plaintiff's contentions and create an accurate damages model to assess the reasonableness of any
9 settlement. *See id.*

10 **IV. NEGOTIATION AND PROPOSED SETTLEMENT**

11 **a. Plaintiff and Defendants Engaged in Extensive Arm's Length Negotiations**

12 The final settlement occurred only after extended, arm's length negotiations. Over the course of
13 approximately seventeen (17) months, Plaintiff has been investigating the claims and discussing with
14 Defendants' counsel the merits of the claims and issues present in this case. *See id.* at ¶¶ 5-11. The
15 Parties exchanged substantial amounts of information and legal analysis in connection with these
16 discussions. *See id.* It was only after these extended discussions, which included a full-day mediation
17 with Steven W. Paul, and post-mediation negotiations facilitated by the mediator, that the Parties were
18 able resolve all claims and enter into the Agreement. *See id.* at ¶ 9.

19 **b. The Terms of the Agreement**

20 1. The following groups of individuals are covered by the Agreement: (a) Class Members,
21 which include all persons who currently or formerly worked for Defendants as a non-exempt and/or
22 hourly paid employee in California from January 2, 2020, through December 16, 2024; and (b) PAGA
23 Settlement Members, which include all persons who currently or formerly worked for Defendants as a
24 non-exempt and/or hourly paid employee in California from December 29, 2022, through December
25 16, 2024. *See* Exhibit A, ¶¶ 1.5, 1.23. There are approximately 564 Class Members and 371 PAGA
26 Settlement Members. *See* Decl. Castro, ¶ 5.

27 2. Defendants will pay the Gross Settlement Sum of \$125,000, which is exclusive of the
28 employer's share of state and federal payroll taxes and withholdings on the portion of the Individual

1 Settlement Amounts allocated as W-2 wages. *See id.* At ¶ 5.1. No portion of the Gross Settlement
2 Sum will revert to Defendants. *See id.* At ¶ 5.6. Under the Settlement, PAGA Settlement Members
3 will still be paid their share of the PAGA Payment regardless of whether they opt out of being Class
4 Members. *See id.* at ¶¶ 7.5.1, 7.8.3.

5 3. Up to \$10,000 will be paid to Plaintiff as a Service Award. This amount will be in
6 addition to any amount Plaintiff may be entitled to under the terms of the Agreement. *See id.* at ¶ 5.4.

7 4. Subject to Court approval, the Parties have selected ILYM Group, Inc. to act as the
8 Settlement Administrator, whose final costs are \$9,850. *See Decl. Castro*, ¶ 17.

9 5. The Parties agree that \$10,000 of the Gross Settlement Sum shall be allocated to
10 resolving claims under the PAGA. Seventy-Five percent (75%) of the PAGA Payment will be paid to
11 the LWDA and Twenty-Five percent (25%) will be paid to PAGA Settlement Members. *See Exhibit A*,
12 ¶ 5.5. Given the risk to proving the claims on the merits, the derivative nature of the penalties, the
13 efforts by Defendants to maintain compliant policies and take corrective action, the presence of what
14 may likely be deemed good faith disputes, and the Court's discretion to reduce any penalty award, the
15 \$10,000 PAGA Payment allocation represents a meaningful settlement aimed at deterring non-
16 compliance given the facts of this case. *See Decl. Rodriguez*, ¶¶ 5-11; *see also Nordstrom Com. Cases*,
17 186 Cal.App.4th 576, 589 (2010) (approving \$0 allocation to the resolution of PAGA claims based on
18 their being disputed and being part of a class settlement which was evaluated based on the terms of the
19 agreement overall); *Junkersfeld v. Med. Staffing Sols., Inc.*, 2022 WL 2318173, *8 n.2 (E.D. Cal. 2022)
20 (collecting cases with PAGA settlement values ranging from .037%-1%); *Jennings v. Open Door*
21 *Marketing, LLC*, 2018 WL 4773057, *9 (N.D. Cal. 2018) (approving settlement of PAGA claims at
22 0.6% of total estimated value due to risk of no recovery); *Ruch v. AM Retail Grp., Inc.*, 2016 WL
23 5462451, *7 (N.D. Cal. 2016) (approving \$10,000 PAGA settlement allocation where total PAGA
24 penalty exposure was approximately \$5.2 million, or 0.2% of total estimated value); *Davis v. Cox*
25 *Commc'ns California, LLC*, 2017 WL 1496407, *1 (S.D. Cal. 2017) (preliminarily approving \$4,000
26 PAGA allocation in \$275,000 settlement); *Moore v. Fitness Int'l, LLC*, 2014 WL 12571448, *5 (S.D.
27 Cal. 2014) (approving \$2,500 PAGA allocation when attorneys' fees award alone amounted to
28 \$200,000); *Jack v. Hartford Fire Ins. Co.*, 2011 WL 4899942, *6 (S.D. Cal. 2011) (approving \$3,000

1 PAGA allocation in \$1,200,000 settlement); *Singer v. Becton Dickinson & Co.*, 2010 WL 2196104, *2
2 (S.D. Cal. 2010); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *1, *9 (N.D. Cal. 2009) (approving
3 \$1,500 PAGA allocation in \$1,026,000 settlement); *Syed v. M-I, L.L.C.*, 2017 WL 714367, *13 (E.D.
4 Cal. 2017) (approving \$100,000 PAGA allocation in \$3,950,000 Gross Settlement Sum allocated to
5 California class even though PAGA exposure was calculated at \$53,600,000, or 0.2% of total estimated
6 potential value); *Garcia v. Gordon Trucking, Inc.*, 2012 WL 5364575, *6-*7 (E.D. Cal. 2012)
7 (approving \$10,000 PAGA allocation in a \$3,700,000 settlement); *Franco v. Ruiz Food Prod., Inc.*,
8 2012 WL 5941801, *14 (E.D. Cal. 2012) (\$10,000 PAGA allocation from \$2,500,000 settlement fund);
9 *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal. 2011) (\$10,000 PAGA
10 allocation from \$6,900,000 settlement fund).

11 6. The Parties agree that up to Thirty-Five Percent (35%) of the Gross Settlement Sum
12 (\$43,750) will be paid for Plaintiff's attorneys' fees incurred in the litigation of this case. Defendants
13 will not oppose any application for attorneys' fees so long as it is within this threshold. *See id.* at ¶ 5.2.
14 Additionally, the Parties agree that Plaintiff will be entitled to the actual litigation costs in the amount
15 not to exceed \$10,742.89. *See Exhibit D (Plaintiff's Counsel's Itemized Costs.)*.

16 7. Any amounts allocated under the Agreement for Settlement Administrator Costs, any
17 Service Award, and attorney's fees and costs that are not ultimately awarded by the Court will remain
18 part of the Net Settlement Sum and be paid out to Settlement Class Members on a pro rata basis as set
19 forth in the Agreement. *See Exhibit A, ¶¶ 5.1-5.5, 5.8.* These amounts will be paid out from the Gross
20 Settlement Sum, not in addition to the Gross Settlement Sum. *See Exhibit A, ¶¶ 5.1-5.5.*

21 8. Class Members who fail to timely opt-out of this settlement will waive all Settled Class
22 Claims as set forth in the Agreement. *See Exhibit A, ¶¶ 1.12, 1.28, 1.32-1.33, 6.1; Exhibit G, ¶ 1.32.*
23 PAGA Settlement Members will waive all Settled PAGA Claims as set forth in the Agreement
24 regardless of whether they opt out of being a Class Member. *See Exhibit A, ¶¶ 1.12, 1.23, 1.28, 1.35,*
25 *6.2, 7.5.1; Exhibit G, ¶ 1.35.*

26 9. For any portion of the Net Settlement Sum or PAGA Payment allocated to Settlement
27 Class Members and/or PAGA Settlement Members that is not claimed by them by cashing or
28 depositing their respective settlement checks within 180 calendar days of issuance, the remaining

1 amount shall escheat to the State of California’s Unclaimed Property Division in the name of the
2 Settlement Class Member and/or PAGA Settlement Member. *See* Exhibit A, ¶ 5.6. Because the
3 Agreement provides a plan for distribution of all funds, there is no “residue” that will need to be
4 addressed in connection with entering judgment pursuant to California Rules of Court, Rule 3.769(h).
5 *See also In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 718, 720, 722-724 (2006).

6 **c. Allocation of Settlement Funds**

7 Payment to Settlement Class Members and PAGA Settlement Members will not require the
8 submission of a claim form. A Net Settlement Sum will be determined by subtracting from the Gross
9 Settlement Sum any attorneys’ fees and costs, any Service Award, Settlement Administrator Costs,
10 and/or PAGA Payment that are approved and/or awarded by the Court. Each Class Member’s share
11 will be determined by dividing their total Qualifying Workweeks within the Class Period by the total
12 Qualifying Workweeks worked by all Class Members within the Class Period. That fraction will then
13 be multiplied by the Net Settlement Sum to arrive at the Class Member’s individual share of the Net
14 Settlement Sum. Ten percent (10%) of the payment to Settlement Class Members will be characterized
15 as W-2 wages and ninety percent (90%) will be characterized as 1099 income for tax reporting
16 purposes. *See id.* ¶¶ 1.27, 5.8, 5.9.1-5.9.2.

17 Each PAGA Settlement Member’s share of the PAGA Payment will be determined by dividing
18 their Qualifying Workweeks within the PAGA Period by the total Qualifying Workweeks worked by
19 all PAGA Settlement Members within the PAGA Period. That fraction will then be multiplied by the
20 25% portion of the PAGA Payment to arrive at the PAGA Settlement Members’ individual share. *See*
21 *id.* at ¶¶ 1.27, 5.8. The payment to PAGA Settlement Members will be characterized as 1099 income
22 for tax reporting purposes. *See id.* at ¶ 5.9.3.

23 **V. PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND THE**
24 **SUBSEQUENT CLASS ACTION ADMINISTRATION**

25 Plaintiff’s motion for preliminary approval of the class action settlement was approved by the
26 Court on February 26, 2025. To comply with the Class Members’ due process rights, the Parties
27 enlisted an exhaustive method to ensure the best practical means possible were used to provide notice
28 to the class. Defendants provided the Settlement Administrator with the names, last known address,

1 last known telephone number, Qualifying Workweeks worked during the Class Period and PAGA
2 Period, and Social Security numbers for each Class Member. The Settlement Administrator then
3 updated this information by doing an address trace for each individual based on this initial set of
4 information. *See* Decl. Castro, ¶¶ 5-8.

5 If a Notice of Settlement was returned as undeliverable, further investigation was performed and
6 they were re-mailed using updated information. *See* Decl. Castro, ¶¶ 8-10. Of the 564 mailings, only
7 46 were undeliverable after use of these methods. *See id.* at ¶ 10. The Notice of Settlement included
8 information regarding the requested attorneys' fees, costs, the PAGA Payment, Settlement
9 Administrator Costs, and tax allocations. *See* Exh. A to Decl. Castro. The average distribution to
10 Participating Class Members is approximately \$72.09 and the maximum distribution is approximately
11 \$868.47. *See id.* at ¶ 14. No objections to the preliminarily approved Settlement have been made and
12 no Class Members opted out. *See* Decl. Castro, ¶¶ 11-12.

13 It is not required that Class Members be given actual notice of a class settlement; instead, the
14 best practicable notice under the circumstances is all that is required. *See Silber v. Mabon*, 18 F.3d
15 1449, 1453 (9th Cir. 1994); *Briseno v. ConAgra Foods, Inc.*, 844 F.3d 1121, 1129 (9th Cir. 2017);
16 *Walsh v. CorePower Yoga LLC*, 2017 WL 4390168, *5 (N.D. Cal. 2017); *Wright v. Linkus Enters.*, 259
17 F.R.D. 468, 474-75 (E.D. Cal. 2009). In *Silber v. Mabon*, 18 F.3d 1449 (9th Cir. 1994), the Court
18 rejected a class member's argument that he had not received due process because he did not receive
19 notice until after the opt out period, finding that, so long as the notice process utilized is the best
20 practicable under the circumstances, due process is satisfied even if there is no actual receipt of the
21 notice. *See Silber*, 18 F.3d at 1453-1454. A similar finding was made in *Briseno v. Conagra Foods,*
22 *Inc.*, 844 F.3d 1121 (9th Cir. 2017). With regard to any undeliverable notices in this case, the Court in
23 *Rannis v. Recchia*, 380 F. App'x 646 (9th Cir. 2010) found that class members who did not receive
24 actual notice due to their mailings being deemed undeliverable were still properly held to be part of the
25 class settlement because they received the best notice practicable under the circumstances. *See Rannis*
26 *v. Recchia*, 380 F. App'x at 650-651. In *Noel v. Thrifty Payless, Inc.*, 7 Cal.5th 955, 980-984 (2019),
27 the California Supreme Court noted that California has adopted a similar approach regarding providing
28 notice to class members.

1 The notice method in *Rannis* is similar to that used in the present case. For example, the Notice
2 of Settlement contains all information necessary for a Class Member to assess the litigation, the
3 Settlement, and whether they wanted to participate, object, or opt-out. *See* Exh. A to Decl. Castro. The
4 Settlement Administrator utilized a National Change of Address database, forwarding notices, and skip
5 tracing in an effort to ensure that all reasonable means were exhausted in attempting to provide Class
6 Members notice of this Settlement. *See* Decl. Castro, ¶¶ 5-10. Additionally, the entire motion for
7 preliminary approval, the Notice, and all filings in this matter were available, free of charge, online and
8 accessible to all Class Members and identified on the Notice of Settlement. *See* Exh. A to Decl. Castro,
9 pg. 4. The content of the Notice of Settlement provided and the manner in which it was provided to Class
10 Members was the best practicable notice to satisfy due process.

11 **VI. THE AGREEMENT WARRANTS FINAL APPROVAL AS IT IS FAIR, REASONABLE,**
12 **AND ADEQUATE AS TO ALL CLASS MEMBERS BASED ON THE FACTS OF THIS**
13 **CASE**

14 A class action may not be dismissed, compromised, or settled without Court approval and the
15 decision to approve or reject a settlement is committed to the Court's sound discretion. *See* Cal. Rules
16 of Court, Rule 3.769; Fed. R. Civ. Proc., Rule 23(e)³; *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th
17 224, 234-35 (2001); *see also* Cal. Lab. Code § 2699(l)(2). However, "[d]ue regard should be given to
18 what is otherwise a private consensual agreement between the parties. The inquiry 'must be limited to
19 the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or
20 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole,
21 is fair, reasonable and adequate to all concerned.'" *See Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794,
22 1801 (1996); *see also Cellphone Termination Fee Cases*, 180 Cal.App.4th 1110, 1118 (2009); *In re*
23 *Microsoft I-V Cases*, 135 Cal.App.4th 706, 723 (2006); *Nordstrom Com. Cases*, 186 Cal.App.4th 576,
24 581 (2010). The law favors settlement of lawsuits, particularly class actions and other complex cases
25 where substantial resources can be conserved by avoiding the time, expense, and rigors of formal
26 litigation. *See Cellphone Termination Fee Cases*, 180 Cal.App.4th 1110, 1117-1118 (2009); *In re*
27

28 ³The California Supreme Court has authorized California's trial courts to rely on these federal resources to decide class certification issues. *See Green v. Obledo*, 29 Cal.3d 126, 145-46 (1981).

1 *Microsoft I-V Cases*, 135 Cal.App.4th 706, 723 n.14 (2006); *Nordstrom Com. Cases*, 186 Cal.App.4th
2 576, 581 (2010); *see also Neary v. Regents of Univ. of Cal.*, 3 Cal.4th 273, 277-81 (1992).

3 **a. The Terms of The Settlement Are Fair and Within the Range of Reasonableness**

4 The purpose of the Court’s final evaluation of a proposed class action settlement is to determine
5 only whether it is within the range of reasonableness. *See Wershba*, 91 Cal.App.4th at 234-35. If the
6 Court finds a proposed settlement falls within “the range of reasonableness,” it should grant final
7 approval of the class action settlement. *See, e.g., North County Contr.’s Assn., Inc. v. Touchstone Ins.*
8 *Svcs.*, 27 Cal.App.4th 1085, 1089-90 (1994); *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116,
9 133 (2008). Factors to consider in determining whether the settlement is fair, reasonable, and adequate
10 include the strength of the Plaintiff’s case, the risk, expense, complexity and likely duration of further
11 litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the
12 extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the
13 presence of a governmental participant, and the reaction of the class members to the proposed
14 settlement. *See Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996). However, this Court
15 should begin its analysis with a presumption that the proposed settlement is fair. “A presumption of
16 fairness exists where: (1) the settlement is reached through arm’s length bargaining; (2) investigation
17 and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced
18 in similar litigation; and (4) the percentage of objectors is small.” *Id.* at 1802.

19 **i. The Agreement is a Result of Extensive, Non-Collusive Arm’s Length**
20 **Negotiations Between the Parties**

21 Settlement of this case was reached only after substantial investigations, litigation, and arm’s
22 length negotiations lasting nearly seventeen (17) months, which included a full day mediation and post-
23 mediation negotiations facilitated by the mediator. *See Decl. Rodriguez*, ¶¶ 7-9. At all times, the
24 negotiations were adversarial, although still professional in nature. *See id.*

25 **ii. The Extent of Investigation and Discovery Completed Provided Ample**
26 **Information to Enter Into an Informed and Reasonable Settlement**

27 The Parties were in possession of all necessary information during the negotiations. The Parties
28 engaged in substantial informal discovery, which included all necessary components for evaluating the

1 class claims and creating an accurate damages model. *See id.* at ¶¶ 6-11. Plaintiff was in possession of
2 this information prior to calculating any damages in this case. *See id.* As a result, Plaintiff was able to
3 make a reasonable estimation of Defendants’ potential liability. *See id.* The settlement now before the
4 Court was reached at a stage where “the parties certainly have a clear view of the strengths and
5 weaknesses of their cases” sufficient to support the settlement. *See Kang v. Credit Bureau Connection,*
6 *Inc.*, 2023 WL 6811994, *5 (E.D. Cal. 2023); *Monterrubio v. Best Buy Stores, L.P.*, 291 F.R.D. 443,
7 454 (E.D. Cal. 2013).

8 **iii. Plaintiff’s Counsel are Experienced in Similar Litigation**

9 Plaintiff’s counsel have considerable experience in complex litigation such as class and PAGA
10 actions. *See Decl. Rodriguez*, ¶¶ 12-19. Thus, Plaintiff’s counsel are qualified to evaluate the class
11 claims, the value of settlement versus moving forward with litigation, and viability of possible
12 affirmative defenses. Plaintiff’s counsel believe that the Agreement is fair, reasonable, and adequate in
13 light of the risks associated with the claims, the uncertainties of complex litigation, and the secured
14 benefit to Class Members. *See id.* at ¶ 11.

15 **iv. No Class Members Objected or Opted-Out**

16 The reaction by Class Members to the Agreement and all the terms and allocations stated
17 therein is overwhelmingly positive. Zero Class Members have objected to any aspect of the Agreement
18 and zero have opted out. *See Decl. Castro*, ¶¶ 11-12. This provides strong evidence that the settlement
19 is fair, reasonable, and adequate. *See In re Heritage Bond Litig.*, 2005 WL 1594403, *10 (“It is
20 established that the absence of a large number of objectors to a proposed class action settlement raises a
21 strong presumption that the terms of a proposed class settlement action are favorable to the class
22 members”); *Nat’l Rural Telecommunications Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 529 (C.D. Cal.
23 2004) (“That unanimous, positive reaction to the Proposed Settlement is compelling evidence that the
24 Proposed Settlement is fair, just, reasonable, and adequate”).

25 **v. The Settlement is Fair, Reasonable, and Adequate Based on the Strength of**
26 **Plaintiff’s Case and the Risks and Costs of Further Litigation**

27 Plaintiff’s claims and the ability to obtain and maintain certification all the way through trial
28 were heavily disputed by Defendants. *See Decl. Rodriguez*, ¶¶ 5-11. In addition to the factual and

1 legal issues affecting the value of Plaintiff's claims, Defendants claimed financial distress, which
2 severely affected the extent of available funds for any settlement. *See id.* ¶¶ 6-7, 11. Based on the
3 records and facts of this case, Plaintiff has secured a gross recovery of approximately 1.3% of the
4 maximum value of the claims in this matter (\$9,434,470.60) and between 2.8% to 8.6% of the more
5 realistic range of recovery (\$1,447,613.94 to \$4,511,466.03). *See Decl. Rodriguez*, ¶¶ 10-11. The net
6 recovery represents approximately 0.43% of the maximum value of the claims in this matter and
7 between .9% and 2.8% of the more realistic range of recovery. The average net award is approximately
8 \$72.09, which equates to approximately \$3.35 per workweek. *See id.* Additionally, the highest
9 recovery is approximately \$868.47. *See Decl. Castro*, ¶ 14.

10 This settlement is a reasonable compromise of the class and PAGA claims given the legal and
11 factual disputes at issue as well as the financial condition of the Company and its principals. *See id.*
12 The percentage of recovery when considering the more realistic range of potential damages is within
13 the percentile ranges that have been found reasonable in other class settlements where no financial
14 distress element is present for the defendants. *See Wershba*, 91 Cal.App.4th at 246, 250; *Rebney v.*
15 *Wells Fargo Bank*, 220 Cal.App.3d 1117, 1139 (1990); *Officers for Justice v. Civil Serv. Comm'n*, 688
16 F.2d 615, 628 (9th Cir. 1982); *see also In re Omnivision Technologies, Inc.*, 559 F.Supp.2d 1036, 1042
17 (2007) (noting that certainty of recovery in settlement of 6% of maximum potential recovery after
18 reduction for attorney's fees was higher than median percentage for recoveries in shareholder class
19 action settlements, averaging 2.2%-3% from 2000 through 2002); *Bravo v. Gale Triangle, Inc.*, 2017
20 WL 708766, *2, *10 (C.D. Cal. 2017) (approving a settlement where the net recovery to class members
21 was approximately 7.5% of the projected maximum recovery amount [\$210,500/\$2,750,000]); *Avila v.*
22 *Cold Spring Granite Co.*, 2018 WL 400315, *2, *6 (E.D. Cal. 2018) (approving a settlement with a
23 gross recovery of 11% of the projected maximum damages available [\$500,000/\$4,441,633.60]) and a
24 net recovery of approximately 6.7% of the projected maximum recovery [\$297,332.98/\$4,441,633.60]);
25 *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 256 (N.D. Cal. 2015) (approving a settlement
26 where the gross recovery was approximately 8.5% of the projected maximum recovery
27 [\$1,000,000/\$11,565,677]); *Schiller v. David's Bridal, Inc.*, 2012 WL 2117001, *13 (E.D. Cal. June 11,
28 2012) ("Class Members will receive an average of approximately \$198.70, with the highest payment to

1 a Class Member being \$695.78 . . . Overall, the Court finds that the results achieved are good, which is
2 highlighted by the fact that there was no objection to the settlement amount or the attorneys’ fees
3 requested”), *report and recommendation adopted*, 2012 WL 13040405 (E.D. Cal. 2012); *Gardner v.*
4 *GC Servs., LP*, 2012 WL 1119534, *7 (S.D. Cal. 2012) (“the results achieved in this case were very
5 favorable. Class members are provided with immediate monetary relief, with an average award of
6 around several hundred dollars and a minimum award of \$50”).

7 **vi. The Proposed Settlement is a Reasonable Compromise of Claims**

8 In *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116 (2008), the Court required additional
9 information be presented in class action settlements “to ensure that the recovery represents a reasonable
10 compromise, given the magnitude and apparent merit of the claims being released, discounted by the
11 risks and expenses of attempting to establish and collect on those claims by pursuing the
12 litigation” *Id.* at 129. *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal.App.4th 399
13 (2010), clarified that *Kullar* does not require an illusory prediction of the outer reaches of exposure
14 without taking into account the actual risks of litigation such as dispositive motions and trial. *Kullar*
15 also does not require an explicit statement of the maximum amount to be recovered if a plaintiff
16 prevailed on all the claims, provided there is a record that allows “an understanding of the amount that
17 is in controversy and the realistic range of outcomes of the litigation.” *Id.* at 409.

18 Plaintiff has thoroughly set forth the realistic range of outcomes in this litigation as well as the
19 data points relied upon in reaching these ranges. *See* Decl. Rodriguez ¶¶ 10-11. The record
20 demonstrates that the compromises made by Plaintiff are reasonable and have resulted in a settlement
21 with recovery percentage well within the range of what has been found to be sufficient in several other
22 cases. *See, supra*, Section VI.a.iv; *see also* *Linney v. Cellular Alaska P’ship*, 151 F.3d 1234, 1242 (9th
23 Cir. 1998) (“The fact that a proposed settlement may only amount to a fraction of the potential recovery
24 does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be
25 disapproved”); *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 455 (2d Cir. 1974) (“In fact there is no
26 reason, at least in theory, why a satisfactory settlement could not amount to a hundredth or even a
27 thousandth part of a single percent of the potential recovery”).
28

1 **b. Certification of the Class is Appropriate**

2 Class certification is appropriate when (1) the class is ascertainable and (2) there is “a well-
3 defined community of interest in the questions of law and fact involved affecting the parties to be
4 represented.” *Dunk*, 48 Cal.App.4th at 1806. The “community of interest” element “embodies three
5 factors: (1) common questions of law or fact predominate; (2) class representatives with claims or
6 defenses typical of the class; and (3) class representatives who can adequately represent the class.” *Id.*
7 Here, the Court conditionally certified the settlement class on February 26, 2025, and nothing has
8 happened in the interim that would warrant changing that decision. *See Garcia v. City of King City*,
9 2017 WL 363257, *4 (N.D. Cal. 2017); *Messineo v. Ocwen Loan Servicing, LLC*, 2017 WL 733219, *4
10 (N.D. Cal. 2017). Here, the Parties agree that, for the purposes of settlement, these prerequisites are
11 met. *See Exhibit A.*

12 **i. The Proposed Settlement Class is Ascertainable and Sufficiently Numerous**

13 The proposed settlement class is ascertainable because all putative Class Members can be
14 readily identified through employee personnel and payroll files. *See Noel v. Thrifty Payless, Inc.*, 7
15 Cal.5th 955, 980 (2019); *Rose v. City of Hayward*, 126 Cal.App.3d 926, 932 (1981); *Lee v. Dynamex*,
16 *Inc.*, 166 Cal.App.4th 1325, 1334 (2008). The numerosity requirement is met because there are 564
17 individuals who fall within the definition of Class Member, which makes joinder of all members
18 impracticable. *See Gay v. Waiters’ & Dairy Lunchmen’s Union*, 489 F.Supp. 282 (N.D. Cal. 1980),
19 *aff’d* 694 F.2d 531 (9th Cir. 1982); *Hebbard v. Calgrove*, 28 Cal.App.3d 1017, 1030 (1972) (noting no
20 set minimum to meet the numerosity prerequisite, but a class as few as twenty-eight (28) members is
21 acceptable). Thus, these requirements are satisfied.

22 **ii. The Commonality, Predominance, and Typicality Requirements are Met**

23 The commonality requirement is met when there are questions of law or fact regarding the class
24 as a whole. *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1019 (9th Cir. 1998). Commonality requires
25 only that some common legal or factual questions exist; Plaintiff need not show that all issues in the
26 litigation are identical. *See Richmond v. Dart Ind., Inc.*, 29 Cal.3d 462, 473 (1981); *City of San Jose v.*
27 *Superior Court*, 12 Cal.3d 447, 460 (1974). Common questions of law or fact must also predominate
28 over individual questions and class-wide treatment of a dispute must be superior to individual

1 litigation.⁴ *See Richmond*, 29 Cal.3d at 469. Predominance requires a putative class be sufficiently
2 cohesive to warrant adjudication by representation. *See Hanlon*, 150 F.3d at 1022. The typicality
3 requirement is met when claims of the named representative are typical of those of the class, though
4 “they need not be substantially identical.” *Id.* at 1020; *Classen v. Weller*, 145 Cal.App.3d 27, 46-47
5 (1983).

6 The common questions of law and fact in this case stem from Plaintiff’s contention that
7 Defendants 1) failing to pay for all hours worked, including overtime and minimum wages, 2) failing to
8 provide duty free meal and rest periods or paying meal and rest period premiums in lieu thereof, and 3)
9 failing to reimburse employees for the use of their personal cell phones. *See Exhibit B*. The waiting
10 time penalties, unfair competition, and PAGA claims are derivative of these violations. *See id.*
11 Plaintiff and the Class Members seek the same remedies under state law. Under these specific
12 circumstances, the commonality and predominance requirements are satisfied. Regarding the typicality
13 requirement, Plaintiff contends she suffered from the same unlawful policies, treatment, and
14 circumstances as the Class Members did, will request the same remedies, and will rely on the same
15 methods of proof to establish liability and damages. *See id.* Thus, the typicality requirement is also
16 satisfied for settlement purposes.

17 **iii. The Adequacy Requirement is Met**

18 The adequacy of representation requirement is met if the named representative and counsel have
19 no interests adverse to those of the putative class members and are committed to vigorously prosecuting
20 the case on behalf of the class. *See Hanlon*, 150 F.3d at 1020; *McGhee v. Bank of America*, 60
21 Cal.App.3d 442, 450-51 (1976). Those standards are met here. Under the proposed Agreement,
22 Plaintiff and the putative Class Members will receive a pro rata share of the settlement funds based on
23 the number of workweeks they worked for Defendants. *See Exhibit A*. Finally, any Settlement Class
24 Member who wished to opt-out of the Settlement was able to do so, and he, she or they were also able
25 to dispute the number of workweeks stated in their respective Notice of Settlement.
26
27

28 ⁴When assessing predominance and superiority, a court may consider that the class will be certified for settlement purposes only and that manageability of trial is therefore irrelevant. *See Amchem Products v. Windsor*, 521 U.S. 591 (1997).

1 There is no conflict of interest between Plaintiff and Class Members. Plaintiff and Plaintiff's
2 counsel have pursued the claims made in the operative Complaint vigorously on behalf of the class.
3 Plaintiff's counsel, with Plaintiff's assistance, thoroughly investigated the claims made in this case by
4 speaking with Plaintiff and reviewing a substantial amount of documents. Plaintiff's counsel thereafter
5 engaged Defendants' counsel in settlement discussions. Moreover, Plaintiff's counsel has experience
6 defending and bringing wage and hour claims. Because Plaintiff's counsel has vigorously pursued
7 Plaintiff's and the Class Members' claims, the adequacy requirement is met. *See generally* Decl.
8 Rodriguez.

9 **VII. THE AMOUNTS REQUESTED FOR ATTORNEY'S FEES AND COSTS, A SERVICE**
10 **AWARD TO THE CLASS REPRESENTATIVE, AND SETTLEMENT**
11 **ADMINISTRATOR COSTS ARE REASONABLE AND SHOULD BE APPROVED**

12 The Notice of Settlement sent to Class Members specifically identified the allocations for
13 attorney's fees and costs, the Service Award, and Settlement Administrator Costs. *See* Exh. A to Decl.
14 Castro. The reaction of Class Members to these requested amounts provides useful evidence of
15 whether they are reasonable. *See In re Heritage Bond Litig.*, 2005 WL 1594403, *21 ("The absence of
16 objections or disapproval by class members to Class Counsel's fee request further supports finding the
17 fee request reasonable"). As noted above, there were no objections raised to the Agreement or any term
18 or allocation therein whatsoever. *See* Decl. Castro, ¶ 12. In addition to Class Members' reactions
19 supporting the requested amount, the facts and applicable case law also support awarding these
20 amounts in full.

21 An award of attorney's fees should include compensation for all hours reasonably spent. *See*
22 *Ketchum v. Moses*, 24 Cal.4th 1122, 1133 (2001); *see also Hensley v. Eckerhart*, 461 U.S. 424, 431
23 (1983) (finding hours are reasonably spent if they are the kind normally billed to a fee-paying client).
24 California has not adopted any "benchmark" percentage utilized by several federal courts. *See Emmons*
25 *v. Quest Diagnostics Clinical Lab's, Inc.*, 2017 WL 749018, *7 (E.D. Cal. 2017) ("Notably, while the
26 California Supreme Court recognized the Ninth Circuit's 25 percent benchmark for percentage awards
27 in common fund cases, it did not adopt such a benchmark for California cases"). Instead, "[t]he
28 benchmark in determining attorney fees is reasonableness." *Karton v. Ari Design & Constr., Inc.*, 61
Cal.App.5th 734, 744 (2021).

1 a. **A Fee of Thirty-Five Percent of the Common Fund Is Reasonable Because It Is Within**
2 **the Ranges Historically Approved by Courts in Class Settlements and a Lodestar**
3 **Cross Check Validates the Proposed Fee**

4 An award of attorney's fees under the common fund doctrine is appropriate in this case as there
5 is a sufficiently identifiable class of beneficiaries (*e.g.* the settlement class), the benefits received can be
6 accurately traced to the settlement Plaintiff and Class Counsel were able to negotiate on behalf of Class
7 Members, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific,
8 lump-sum percentage of the fund. *See Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016);
9 *Paul, Johnson, Alston & Hunt v. Graulity*, 886 F.2d 268, 271 (9th Cir. 1989); *Boeing Co. v. Van*
10 *Gemert*, 444 U.S. 472, 477-478 (1980) ("A lawyer who recovers a common fund for the benefit of
11 persons other than . . . her client is entitled to a reasonable attorney's fee from the fund as a whole.").
12 In this case, the requested fee, 35% of the common fund, is well within the range of fee awards
13 percentages approved in common fund cases. *See, e.g., Martin v. AmeriPride Servs., Inc.*, 2011 WL
14 2313604, *8 (S.D. Cal. 2011) (collecting cases and noting fee awards may range between 30%-40%
15 where the gross settlement amount is less than \$10 million); *Singer*, 2010 WL 2196104, *8 (collecting
16 cases wherein the fee awards ranged from 33.33% to 40% of the gross settlement amount, including
17 *Ingalls v. Hallmark Mktg. Corp.*, 08cv4342 VBF (Ex), Doc. No. 77, ¶ 6 (C.D. Cal. Oct. 16, 2009)
18 [awarding 33.33% fee in a \$5.6 million wage and hour class action settlement], *Birch v. Office Depot,*
19 *Inc.*, Case No. 06cv1690 DMS (WMC), Doc. No. 48, ¶ 13 (S.D. Cal. Sept. 28, 2007) [awarding a 40%
20 fee in a \$16 million wage and hour class action settlement], and *Rippee v. Boston Mkt. Corp.*, Case No.
21 05cv1359 BTM (JMA), Doc. No. 70, at 7–8 (S.D. Cal. Oct. 10, 2006) [awarding a 40% fee in a \$3.75
22 million wage and hour class action settlement]).

23 To the extent there may be some Courts that have granted fees at a percentage less than 35%,
24 that does not justify an arbitrary cap on Class Counsel's fees in this case. First, in many instances, the
25 treatises or cases discussing these percentages are relying on federal decisions guided by a
26 "benchmark" percentage of 25% that has not been adopted by the California Supreme Court. *See*
27 *Emmons*, 2017 WL 749018, *7. This artificially lowers the average percentage of fees awarded.
28 Second, many of the same decisions and treatises refer to cases that have a substantial gross settlement
fund to begin with, which will generally correspond to a lower percentage of fees being deemed

1 reasonable. *See Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1052 (9th Cir. 2002) (compiling an
2 appendix of class settlements with gross settlement funds of \$53 million to \$193 million and a range of
3 2.8% to 40% in awarded attorney’s fees, averaging approximately 22%). Rather than acting as a cap on
4 any fee, the percentages applied in cases are a tool to cross check the reasonableness of the fee just as
5 the lodestar method is a tool to cross check the reasonableness of the requested percentage. *See Karton*,
6 61 Cal.App.5th at 744; *Vizcaino*, 290 F.3d at 1048 (“courts cannot rationally apply any particular
7 percentage—whether 13.6 percent, 25 percent or any other number—in the abstract, without reference
8 to all the circumstances of the case”).

9 To the extent the Court wishes to exercise its discretion to conduct a lodestar cross check, the
10 cross check only validates the fee request. *See Laffitte*, 1 Cal.5th at 503-506. Again, an award of
11 attorney’s fees should include compensation for all hours reasonably spent. *See Ketchum*, 24 Cal.4th at
12 1133; *see also Hensley*, 461 U.S. at 431 (finding hours are reasonably spent if they are the kind
13 normally billed to a fee-paying client). Class Counsel will have spent approximately 217.5 hours
14 performing tasks that would normally be billed to any fee-paying client in complex litigation after
15 monitoring the disbursement of all funds and compliance hearing(s). *See Decl. Rodriguez*, ¶ 21;
16 Exhibit F (Summary of Plaintiff’s Counsel’s Hours); *Syers Props. III, Inc. v. Rankin*, 226 Cal.App.4th
17 691, 699 (2014) (“Because time records are not required under California law ... , there is no required
18 level of detail that counsel must achieve.”) (internal quotations omitted). At the prevailing market rates
19 for Class Counsel’s level of experience and this type of complex litigation, this equates to a lodestar of
20 approximately \$131,437.50. *See Decl. Rodriguez*, ¶¶ 20-22; *Children’s Hosp. and Med. Ctr. v. Bonta*,
21 97 Cal.App.4th 740, 746 (2002) (noting rates were reasonable where they were “within the range of
22 reasonable rates charged by and judicially awarded comparable attorneys for comparable work”).

23 The reasonableness of Class Counsel’s fee request is also demonstrated by the fact that the
24 amount requested would not require any multiplier of Class Counsel’s lodestar. Multipliers are
25 typically awarded in contingent fee litigation to compensate counsel for the risk of non-payment:

26 It is an established practice in the private legal market to reward attorneys
27 for taking the risk of non-payment by paying them a premium over their
28 normal hourly rates for winning contingency cases. *See Richard Posner*,
Economic Analysis of Law § 21.9, at 534-35 (3d ed. 1986). Contingent
fees that may far exceed the market value of the services if rendered on a

1 non-contingent basis are accepted in the legal profession as a legitimate
2 way of assuring competent representation for Plaintiff who could not
3 afford to pay on an hourly basis regardless whether they win or lose.

4 *Chem. Bank v. City of Seattle (In re Wash. Pub. Power Supply Sys. Sec. Litig.)*, 19 F.3d 1291, 1299 (9th
5 Cir. 1994). Moreover, “in the common fund context, attorneys whose compensation depends on their
6 winning the case, must make up in compensation in the cases they win for the lack of compensation in
7 the cases they lose.” *Id.* at 1300-01; *see also Ketchum*, 24 Cal.4th at 1138 (“The adjustment to the
8 lodestar figure, *e.g.*, to provide a fee enhancement reflecting the risk that the attorney will not receive
9 payment if the suit does not succeed, constitutes earned compensation; unlike a windfall, it is neither
10 unexpected nor fortuitous”); *Wershba*, 91 Cal.App.4th at 255 (“Multipliers can range from 2 to 4 or
11 even higher”). Given that the requested award would effectively result in a negative 0.33x multiplier
12 rather than the positive 2x-4x range typically applied by Courts, a lodestar cross check validates the
13 common fund percentage requested and the Court should grant Plaintiff’s Counsel’s fee request. *See*
14 *Decl. Rodriguez*, ¶¶ 20-22; *Wershba*, 91 Cal.App.4th at 255.

15 **b. Class Counsel’s Expenses and Costs Were Necessarily Incurred to Achieve the Benefit**
16 **Obtained**

17 The appropriate analysis in determining whether particular costs are compensable is whether
18 they are of the type typically billed by attorneys to paying clients in the marketplace. *See Harris v.*
19 *Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (“Harris may recover as part of the award of attorney’s fees
20 those out-of pocket expenses that ‘would normally be charged to a fee paying client’”); *Abrams v.*
21 *Lightolier, Inc.*, 50 F.3d 1204, 1225 (3d Cir. 1995); *Bratcher v. Bray-Doyle Indep. Sch. Dist. No. 42*, 8
22 F.3d 722, 725-26 (10th Cir. 1993). The categories of expenses for which Class Counsel seeks
23 reimbursement here are categories normally charged to hourly clients and, therefore, should be
24 reimbursed out of the common fund. *See Decl. Rodriguez*, ¶ 23; Exhibit D.

25 **c. Class Counsel’s Request for a Service Award to the Class Representative Is Justified**
26 **In Light of The Results Achieved for the Class and the Burdens Experienced By the**
27 **Class Representative, Including A General Release of Her Individual Claims**

28 A service payment to a named plaintiff is intended to recognize their time and effort on behalf
of the class. Indeed, courts routinely approve incentive awards to compensate named plaintiffs for the
services they provide and the risks they incurred during the course of the class action litigation. *See*
Ingram v. The Coca Cola Co., 200 F.R.D. 685, 694 (N.D. Ga. 2001). In *Ingram*, the Court approved

incentive awards of \$300,000.00 to each named plaintiff in recognition of the services they provided to the class by responding to discovery, participating in the mediation process, and taking the risk of stepping forward on behalf of the class. *See id.* at 694; *see also Van Vranken v. Atlantic Richfield Co.*, 901 F.Supp. 294 (N.D. Cal. 1995) (approving a \$50,000.00 participation award); *Cellphone Termination Fee Cases*, 186 Cal.App.4th at 1393 (approving \$10,000 awards to each of the four (4) named plaintiffs).

In this case, Plaintiff spent approximately 78-98 hours providing substantial support in helping to secure payment to Class Members. Plaintiff provided and explained a substantial number of documents critical to helping establish important facts central to this case and participated in substantial amount of informal discovery. *See Decl. Gilson*, ¶¶ 5-7. Plaintiff spent a significant amount of time pursuing this litigation for the benefit of all Class Members, PAGA Settlement Members and the State of California and has entered into a general release of all claims. Payment of \$10,000.00 to the Class Representative is appropriate given the risk, assistance, time required, and burden experienced in bringing and resolving this case, especially since this amount was identified in the Notice of Settlement and no objections to it have been received. *See West v. Circle K Stores, Inc.*, 2006 WL 8458679, *2–3, *7-*8 (E.D. Cal. 2006) (awarding \$15,000 to each of the named representatives who spent 100 hours and 80 hours, respectively, prosecuting the case on behalf of class members)⁵; *Dent v. ITC Serv. Grp., Inc.*, 2013 WL 5437331, *4, *7, *9 (D. Nev. 2013) (awarding a \$15,000 to the named representative out of a \$150,000 settlement for approximately 530 class members).

d. The Court Should Approve the Payment of Settlement Administrator Costs

Since being preliminarily approved as the Settlement Administrator, ILYM Group, Inc., has carried out its duties as set forth in the Court’s order and the Agreement. *See generally See Decl. Castro*. Under the Agreement, a maximum of \$15,000 was set aside for potential Settlement Administrator Costs. ILYM Group, Inc.’s, final costs are \$9,850.00, well under the potential maximum

⁵ In *West*, information necessary to assess the service award relative to average payments received by class members was stated in connection with preliminary approval proceedings. There were 1,752 class members in the vacation subclass and 14,000 class members in the meal period subclass, totaling 15,752 class members in all. Thus, in a \$5,000,000 gross settlement, the *West* Court approved the \$15,000 service award where the average gross award for class members was \$317.42. *Compare West v. Circle K Stores, Inc.*, 2006 WL 1652598, *3 (E.D. Cal. 2006) with *West v. Circle K Stores, Inc.*, 2006 WL 8458679, *2–3, *7-*8 (E.D. Cal. 2006).

1 Class Members were given notice of. *See Patel v. Nike Retail Services, Inc.*, 2019 WL 2029061, *1, *4
2 (N.D. Cal. 2019) (\$5,261 for settlement administrator's fees was not excessive where PAGA group
3 consisted of 40 employees). Plaintiff requests that the Court approve payment to the Settlement
4 Administrator in the amount of \$9,850.00 to compensate it for the costs of administration as part of the
5 final order approving the Settlement.

6 **VIII. CONCLUSION**

7 For all of the foregoing reasons, Plaintiff respectfully requests that this Court certify the class
8 for settlement purposes; grant final approval of the proposed Settlement, including Service Award, the
9 payment to the LWDA under PAGA, payment of Settlement Administrator Costs, and Class Counsel's
10 application for reasonable attorneys' fees and costs; find that the Notice of Settlement, and
11 administration process satisfied Class Members' due process rights; and approve the proposed order
12 submitted concurrently herewith.

13
14 **Shimoda & Rodriguez Law, PC**

15
16 Dated: July 2, 2025

17 By:


18 Galen T. Shimoda
19 Justin P. Rodriguez
20 Renald Konini
21 Attorneys for Plaintiff
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7 Attorneys for Plaintiff ELIZABETH R. GILSON
individually and on behalf of similarly situated employees
8

9 **SUPERIOR COURT OF CALIFORNIA**

10 **FOR THE COUNTY OF SACRAMENTO**

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

14 Plaintiff,

15 vs.

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

Case No. 24CV000013

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

CLASS ACTION

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

Date: July 25, 2025

Time: 9:00 a.m.

Dept.: 22

Judge: Hon. Lauri A. Damrell

Filed: January 2, 2024

FAC Filed: March 8, 2024

Trial Date: None Set

1 I, Justin P. Rodriguez, declare:

2 1. I am an attorney at law duly admitted to practice before all the courts of the State of
3 California and an attorney of record for Plaintiff Elizabeth R. Gilson ("Plaintiff") herein. I am making
4 this declaration on behalf of the named Plaintiff, the putative class members, and in support of
5 Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement ("Motion"). Pursuant to
6 the Rule 2.99.05 of the Local Rules for the Superior Court of California, County of Sacramento, I have
7 reviewed the Court's class action and PAGA settlement checklist and believe I have prepared the
8 moving papers in compliance with the checklist as well as the California Rules of Court. A true and
9 correct copy of the Joint Stipulation Regarding Class Action and PAGA Settlement and Release
10 ("Agreement") in this matter is filed with this Motion as Exhibit A. A true and correct copy of the
11 Addendum to the Joint Stipulation Regarding Class Action and PAGA Settlement and Release
12 ("Addendum") in this matter is filed with this motion as Exhibit G.

13 2. This case was brought as a wage and hour class action based on Plaintiff's contention
14 that Defendants Summit Protective & Investigative Services, Inc., and Yuta Nakai ("Defendants"),
15 failed to pay overtime wages, failed to pay minimum wages, failed to provide meal periods or pay meal
16 period premiums in lieu thereof, failed to provide rest periods or pay rest period premiums in lieu
17 thereof, failed to provide accurate wage statements, failed to timely pay final wages, failed to reimburse
18 expenses, and engaged in unfair competition. Plaintiff also alleged liability for civil penalties under the
19 Private Attorneys General Act ("PAGA"). These claims were based allegations that Defendants
20 violated California law by 1) failing to pay for all hours worked, including overtime and minimum
21 wages, 2) failing to provide duty free meal and rest periods or paying meal and rest period premiums in
22 lieu thereof, and 3) failing to reimburse employees for the use of their personal cell phones. The
23 PAGA, waiting time penalty, wage statement violation, and unfair competition claims also derive from
24 these violations.

25 3. Plaintiff is the only named representative in this matter. We began investigating the
26 claims with Plaintiff in late August 2023, which included interviewing Plaintiff, reviewing her
27 documents, and seeking out potential witnesses to corroborate the claims. From our initial
28 investigations of Plaintiff's claims and documents, we believed the claims had merit and could be

maintained as a class action. We filed the action on or about January 2, 2024. Plaintiff exhausted administrative remedies through the Labor and Workforce Development Agency (“LWDA”) prior to amending the Complaint to add a PAGA claim. Plaintiff filed a notice with the LWDA on December 29, 2023, setting forth the facts and theories of liability. A true and correct copy of the notice filed with the LWDA is being filed with this Motion as Exhibit C. A copy of the notice was also sent to Defendants via certified mail and the \$75.00 filing fee was remitted to the LWDA at that time. There was no response by the LWDA regarding its intent to investigate the claims alleged in Plaintiff’s notice for more than 65 days and Defendants did not utilize the cure procedures under the statute. As such, Plaintiff became authorized to commence a civil action under the PAGA and filed a First Amended Complaint on March 8, 2024. A true and correct copy of Plaintiff’s operative Complaint is filed with this Motion as Exhibit B. A copy of the Complaint was uploaded to the LWDA after we received a file stamped copy back from Court.

4. Currently, there is no date set for a motion to certify the class and there is no trial date.

5. Defendants are represented in this matter by LightGabler LLP and Kraeber Law Office. From the beginning, Defendants have contested the merits of this case, the suitability of the case for class action and/or representative treatment, the manageability of the case at trial, and Plaintiff’s ability to prove a violation in each pay period for each employee among other defenses and contentions they made challenging the propriety of this action. Defendants further contended, even assuming there was a finding supporting the imposition of PAGA penalties, that the Court would likely exercise its discretion to substantially reduce any such penalties owed based on evidence of good faith attempts to comply with California Labor Code obligations by Defendants. Notwithstanding the agreement to settle this matter, Defendants believe the practices Plaintiff is contending are unlawful either do not exist or, to the extent they do exist, fully comply with all state and federal employment laws with respect to Plaintiff and Class Members. Also, Defendants have contended that this matter is not appropriate for class certification outside of this proposed class settlement.

6. We have reviewed a substantial number of documents and informal discovery during our investigation of the claims. Based on the expected testimony from Plaintiff and Class Members, a review of Defendants’ policies and procedures and other documents relating to the alleged claims,

1 information on the number of Class Members, Class Members' total workweeks within the Class Period,
2 pay periods within the one (1) year penalty statute of limitations, the number of Class Members who
3 separated employment within three (3) years of this case being filed, and a representative sample of
4 Class Members' time and payroll data, the scope of the potential damages in light of the claims alleged,
5 the uncertainty in the law with regard to certification, a review of financial records for the Company and
6 its principals, and the negotiations that have taken place, I am convinced that the proposed settlement is
7 in the best interest of the class. The length and risk of continued litigation and trial, as well as other
8 normal perils of complex litigation that impact the value of the claims, were also considered and
9 weighed in reaching the Agreement. In addition, I carefully considered the prospects of class
10 certification and maintaining class certification through trial notwithstanding the numerous challenges
11 raised by Defendants. I further considered the fact that penalties under the PAGA could be substantially
12 cut at the discretion of the Court even if Plaintiff was successful on proving those claims and there was
13 risk that a Court could find no willfulness in the failure to pay wages at separation or the existence of a
14 good faith dispute, which would eliminate the value of several claims entirely. Overall, I believe it is
15 more beneficial to secure a guaranteed benefit to the class now rather than to proceed with litigation and
16 potentially obtain zero funds for the class due to Defendants filing bankruptcy or due to legal or factual
17 issues in the case.

18 7. A significant consideration in agreeing to the Settlement was the financial condition of the
19 Company and its principals. During negotiations, Defendants contended significant financial constraints
20 impaired their ability to pay any settlement or judgment. In order to assess the claims of financial hardship
21 and evaluate the potential for any bankruptcy filing, our office reviewed the Company's tax returns and
22 year-to-date financial statements, from 2021 to 2024. We also reviewed tax filings and/or W2s, and other
23 income statements for the Company's principals to determine if there was still a significant possibility to
24 recover based on allegations of individual liability under Labor Code section 558.1 notwithstanding any
25 financial distress by the Company. Defendants also retained bankruptcy counsel, who participated at
26 mediation. The documents reviewed allowed us to see the current debts, assets, and liabilities for the
27 company and other potential sources of recovery if Plaintiff was successful in obtaining a judgment in
28 favor of the Class and/or PAGA Settlement Members. It also allowed us to review the company's

1 historical performance to determine if the condition was likely to improve, get worse, or stay the same.
2 After review of these documents, I believe the payment obligations set forth in the Agreement strike an
3 appropriate balance of maximizing payouts to Settlement Class Members while avoiding insolvency by
4 Defendants. It allows Settlement Class Members to still receive payment while also reducing the
5 likelihood that currently employed Settlement Class Members will lose their job due to layoffs or shutting
6 down the company.

7 8. My office, including my partner, Galen T. Shimoda, my associate, Renald Konini, our
8 paralegal, and myself, along with Plaintiff's assistance, thoroughly investigated the merits of the claims
9 and potential damages for such claims. The parties engaged in informal discovery and exchange of
10 documents that included, but was not limited to, a representative sampling of employee data, including,
11 but not limited to, time records, paystubs, and payroll summaries, relevant handbooks, and post orders
12 containing Defendants' policies for the entirety of the statute of limitations applicable to the alleged
13 claims. From this production we were able to determine information critical to a reliable damages
14 analysis such as the average hourly rate, average daily hours worked, shifts eligible for meal and rest
15 periods and the number of potential shifts that may correspond to liability under our theories of liability,
16 average number of workweeks and pay periods that had potential violations based on the asserted
17 claims, the frequency with which violations occurred in a given week and/or pay period, and the number
18 of former employees. This information allowed my office to assess both liability and damages and
19 create an accurate damages model. Plaintiff assisted in all aspects of this litigation including providing
20 factual information relating to Plaintiff's and Class Members' employment conditions, providing a
21 substantial number of documents, and answering questions regarding Defendants' factual contentions in
22 this matter. This was important because it directly related to our ability to maintain this case as a class
23 action and our ability to obtain a favorable settlement for the class.

24 9. Throughout this litigation our office had numerous communications with Defendants'
25 Counsel discussing our respective positions. The parties engaged in mediation on August 27, 2024,
26 using an experienced mediator, Steven W. Paul. It was only after approximately seventeen (17) months
27 of extensive investigation, litigation, and arm's length negotiations that the parties were able to reach a
28 settlement, which only occurred after a full-day mediation, and post mediation negotiations facilitated

1 by the Mr. Paul. The negotiations were, at all times, contentious, adversarial, and at arms-length, though
2 still professional in nature.

3 10. Based on my office's analysis of the informal discovery outlined above, at the time of
4 mediation there were approximately 554 Class Members who worked 11,132 weeks in the Class
5 Period, 360 PAGA Settlement Members who worked 6,425 pay periods during the PAGA Claim
6 Period, an average base hourly rate of approximately \$16.86, and an average overtime rate of
7 approximately \$25.30. We did not find any prior Labor Commissioner or Court decisions stating
8 Defendants' practices and/or policies were improper. As such, a "subsequent violation" may not be
9 found for penalty calculation purposes, and the penalty exposure analysis herein is based on an "initial
10 violation" valuation being adopted by any fact finder if this matter went to trial. *See Amaral v. Cintas*
11 *Corp. No. 2*, 163 Cal.App.4th 1157, 1207-1209 (2008). The following represents the maximum
12 recovery as well as the more realistic range of recovery for each of Plaintiff's claims:

13 a) Minimum Wages: This claim is based on allegations that Defendants failed to pay
14 Plaintiff and Class Members at least the minimum wage for all hours worked because
15 Defendants required employees to work off-the-clock when employees were not able to
16 leave at the end of their shift until relieved by the next shift and required employees to
17 remain on site and on duty even when clocked out for meal periods. The maximum
18 damages for this claim are approximately \$242,121. This amount does not take into
19 account any potential risks with respect to Plaintiff certifying the claim, proving the
20 merits, or proving damages. The maximum damages available were calculated based on
21 the estimated time Class Members worked off-the-clock per week, which was 1.5 hours.
22 Based on the weighted average minimum wage rate of \$14.50 during the Class Period,
23 this equals approximately \$242,121 in unpaid minimum wages ([11,132 workweeks x
24 1.5 hours off-the-clock per week] x \$14.50 average minimum wage rate). Because we
25 also assumed that all unpaid time also qualified for overtime, only liquidated damages
26 are being claimed to avoid double recovery of substantive wage loss. Defendants
27 heavily disputed this theory of liability. First, Defendants' timekeeping policy stated
28 that any work performed before or after a shift should be approved in advance by the

1 supervisor and if any off-the-clock work occurs, it has to be reported to the Supervisor.
2 Second, Defendants argued it maintained, and strictly enforced, policies against working
3 off-the-clock, policies requiring accurately recording hours worked, and that overtime
4 was regularly paid, undermining any contention that there was any practice or policy
5 promoting off-the-clock work. Defendants' meal period policy stated that employees
6 are not allowed to work off-the-clock. This presented a substantial challenge to both
7 certification and the merits of the claim. The written policy prohibiting off-the-clock
8 work would require Plaintiff to demonstrate, on a class wide basis, that Defendants
9 effectively maintained "a policy to violate the policy" against off-the-clock work and
10 that Defendants knew or should have known the off-the-clock work was occurring
11 despite the policies and payment of overtime. *See Brinker Rest. Corp. v. Superior Ct.*,
12 53 Cal.4th 1004, 1051-1052 (2012). Finally, the presence of a good faith dispute would
13 eliminate liability for liquidated damages for unpaid minimum wages. *See Cal. Lab.*
14 *Code § 1194.2(b); Ridgeway v. Walmart Inc.*, 946 F.3d 1066, 1089-1090 (9th Cir. 2020).
15 Taking all these factors into account, I believe it is likely a good faith dispute would be
16 found and there would be no recovery for this claim;

- 17 b) Unpaid Overtime Wages: The theory of overtime liability is based on the same factual
18 allegations that formed the basis for the minimum wage claims, which are stated above.
19 The maximum damages for this claim are \$422,392.61 ([11,132 workweeks x 1.5 hours
20 off-the-clock per week] x \$25.30 average overtime rate). This amount does not take into
21 account any potential risks with respect to Plaintiff certifying the claim, proving the
22 merits, or proving damages. Because this theory of liability is based on the same facts
23 supporting the minimum wage claim, it is subject to the same risks identified above.
24 Taking all these factors into account, I believe a more likely range of recovery for this
25 claim is between \$147,837.41 to \$211,196.30 (a 50% to 65% reduction based on risk);
26 c) Meal Periods: This claim is based on allegations that employees were required to remain
27 on site and on duty, even when clocked out for meal periods, and that Defendants had no
28 policy in place to relieve Plaintiff and similarly situated employees, so they could take

1 off-duty meal and rest periods. Plaintiff also alleged that she and similarly situated
2 employees had to always keep their phones with them and remain vigilant, including
3 during meal and rest periods, in case there was a security incident. The maximum
4 damages for this claim are \$563,190.14. This amount was calculated based on an
5 average hourly rate of \$16.86, an average of 3 shifts per week for the 11,132 workweeks
6 during the Class Period, and a 100% violation rate due to Plaintiff's allegations that all
7 meal periods were on duty. This amount does not take into account any potential risks
8 with respect to Plaintiff certifying the claim, proving the merits, or proving damages.
9 Defendants contended that their meal period policy provided Class Members with an
10 opportunity to take meal periods and that to the extent they were not taken or were taken
11 late it was due to employee choice. Defendants produced exhibits regarding their meal
12 period policy, and post orders present at each of the sites worked by Class Members, and
13 pointed out that their meal period policy authorized and provided Class Members with a
14 thirty (30) minute duty free meal period for every five (5) hours of work, a second meal
15 period for shifts of ten (10) hours, and specifically identified the availability of break
16 rooms for employees. Furthermore, Defendants contended that Class Members had to
17 certify that they took meal periods and the time that the meal periods were taken were
18 correct. While Plaintiff can utilize the rebuttable presumption of meal period violations
19 based on the time records under *Donohue v. AMN Servs., LLC*, 11 Cal.5th 58, 78 (2021),
20 Plaintiff would still have the burden to establish a theory of liability amenable to class
21 treatment. Thus, the dispute that Defendants provided Plaintiff and similarly situated
22 employees with compliant meal periods substantially increases the risks to the claims.
23 Taking these factors into account, I believe a more realistic range of recovery for this
24 claim is between \$225,276.06 to \$337,914.09 (reduction of 40% to 60% based on risk);

- 25 d) Rest Breaks: This claim was based on the same allegations as the meal period claim.
26 Plaintiff contended that Class members were not provided with lawful rest periods
27 approximately 100% as they were all considered "on duty." Based on an average 3
28 shifts per week, 11,132 total weeks during the Class Period, and an average \$16.86

hourly rate, this equates to a maximum exposure of approximately \$563,190.14. This amount does not take into account any potential risks with respect to Plaintiff certifying the claim, proving the merits, or proving damages. Because this claim is based on the same factual basis as the meal period claims, it is also subject to the same risks as detailed above. However, there is no requirement that an employer keep records of rest periods, so this claim does not benefit from any presumptive violation based on time records under the law like meal period claims do. This presented an even greater risk for Plaintiff's rest period claims than is present for the meal period claims. Taking these factors into account, I believe a more realistic range of recovery for this claim would be between \$112,638.03 to \$225,276.06 (60% to 80% reduction based on risk);

e) Sick Leave: This claim was based on allegations that Class Members worked hours off-the-clock per week that would have resulted in additional sick leave that should have been accrued had all hours worked been properly accounted for. Class Members worked an average of 20.09 weeks and approximately 1.5 hours off-the-clock per week for a total of approximately 31.35 hours over the course of their employment. Thus, there would have been approximately 1.05 additional sick leave hours accrued per Class Member on average. However, in reviewing the time and payroll records we did not find any instances of unpaid leave that would have otherwise qualified as paid sick leave had there been the additional accrued 1.05. As a result, we did not find any substantive wage loss associated with this claim, resulting in zero value;

f) Reimbursement: This claim was based on Plaintiff's contention that Class Members were regularly required to use their personal cell phone for work purposes, *e.g.* Defendants required Class Members to use their personal cell phones to clock in and out on employer mandated phone applications, to communicate with their supervisors, managers, and/or home office, and to communicate with clients. The maximum exposure for this claim is \$89,912.31. This is based on a monthly cell phone bill of approximately \$100 and 35% work usage rate, which equates to approximately \$8.08 owed per week. This amount does not take into account any potential risks with respect

1 to Plaintiff certifying the claim, proving the merits, or proving damages. Defendants
2 heavily disputed whether use of personal cell phones was required given the availability
3 of phones and/or computer devices at jobsites and policies specifically referencing those
4 phones to be used for client and supervisor communications and site checks.

5 Defendants contended that the use of any applications on a personal device or using cell
6 phones to communicate with supervisory employees and/or clients was, at most, a
7 personal choice of convenience by Class Members given the availability of suitable
8 employer provided communication devices at each job site. Furthermore, it is unlikely
9 that Class Members all had their own standalone cell phone plans as opposed to being
10 billed as additional lines on a pre-existing plan. In my experience there has always been
11 a range of individuals whose cell phone plans are \$30-\$60 per month as additional lines
12 on a pre-existing plan. Thus, it is unlikely that the full amount of damages Plaintiff
13 calculated would be established even if Plaintiff was successful in certifying the class
14 and establishing liability. Based on these risks, I believe a more realistic range of
15 recovery for this claim would be between \$8,991.23 to \$31,469.31 (65% to 90%
16 reduction based on risk);

17 g) Wage Statement Violations: This claim is derivative of Plaintiff's overtime, minimum
18 wage, meal and rest period, and sick leave claims. The maximum exposure for this claim
19 is \$321,250, which is calculated based on an initial violation of \$50 per pay period per
20 employee and assumes a violation in each of the 6,425 pay periods within the one (1)
21 year penalty statute of limitations. This amount does not take into account any potential
22 risks with respect to Plaintiff certifying the claim, proving the merits, or proving
23 damages. Because this claim is derivative of Plaintiff's other claims, the same risks
24 identified above for the minimum wage, overtime, meal period, rest period, and sick
25 leave claims apply here as well, substantially affecting the potential value of this claim.
26 Furthermore, under the recent California Supreme Court case, *Naranjo v. Spectrum Sec.*
27 *Servs., Inc.*, 15 Cal.5th 1056 (2024), employers now have a good faith dispute defense
28 against wage statement claims. Given the factual and legal disputes presented in this

fact, I believe it is likely that a Court would find a good faith dispute exists. Thus, I believe it is more realistic that there would be no recovery for this claim;

- h) Waiting Time Penalties: This claim is derivative of the overtime, minimum wage, prevailing wage, meal and rest period, and sick leave claims. The maximum damages for this claim are \$1,938,685.44. This amount does not take into account any potential risks with respect to Plaintiff certifying the claim, proving the merits, or proving damages. The maximum damages were calculated based on the \$16.86 average hourly rate, 479 former employees within the three (3) year penalty statute of limitations, and assumes an average 8 hours. Plaintiff utilized the full 30 days to calculate the total amount due for each formerly employed Class Member. Because it is derivative of Plaintiff's claims asserted above, it carries all the same risks. Similar to claims for liquidated damages for minimum wages and wage statement violations, waiting time penalties are subject to a good faith dispute defense. *See Diaz v. Grill Concepts Servs., Inc.*, 23 Cal.App.5th 859, 868 (2018). For the same reasons as stated above, it is likely that a good faith dispute would be found and the value associated with this claim would be eliminated entirely;
- i) PAGA: This claim is derivative of the Labor Code violations identified above and would be subject to all the same risks as the underlying claims it is based on. Again, we did not find any prior Labor Commissioner or court decisions that stated Defendants' practices and/or policies were improper, so the exposure analysis is based on an "initial violation" valuation being adopted by any fact finder if this matter went to trial. *See Amaral*, 163 Cal.App.4th at 1207-1209. Based on the sample payroll data, the maximum exposure for this claim is \$5,293,728.96, which assumes a violation in every pay period for every PAGA Settlement Member for every type of violation:
- *Minimum Wages*: \$642,500 (6,425 pay periods x default \$100 per pay period per Labor Code section 2699(f));
 - *Overtime*: \$321,250 (6,425 pay periods x \$50 per pay period per Labor Code section 558);

- *Meal Periods*: \$321,250 (6,425 pay periods x \$50 per pay period per Labor Code section 558);
- *Rest Periods*: \$642,500 (6,425 pay periods x default \$100 per pay period per Labor Code section 2699(f));
- *Wage Statements*: \$642,500 (6,425 pay periods x default \$100 per pay period per Labor Code section 2699(f));
- *Waiting Time Penalties*: \$1,258,728.96 (311 former employees within the penalty statute of limitations. Calculated the same as waiting time penalties pursuant to Labor Code section 256 [$\$16.86$ average hourly rate x 8-hour day x 30 days = $\$4,047.36$. $[311 \text{ former employees} \times \$4,047.36 = \$1,258,728.96]$);
- *Reimbursement*: \$642,500 (6,425 pay periods x default \$100 per pay period per Labor Code section 2699(f));
- *Failure to Maintain Accurate Records*: \$180,000 ($\$500 \times 360$ employees within the penalty statute of limitations per Labor Code section 1174.5);
- *Sick Leave*: \$642,500 (6,425 pay periods x default \$100 per pay period per Labor Code section 2699(f));

These amounts do not take into account any of the risks in proving the merits of the underlying claims that the PAGA damages are based on. The identified risks would likely eliminate several of the claims (*e.g.* minimum wages & waiting time penalties), and/or substantially reduce the number of pay periods at issue due to the inability to prove the claims in every pay period for every employee. In addition to the risks on the merits, I believe the Court may exercise its discretion to reduce PAGA penalties in this case because a majority of the civil penalties sought would be in addition to amounts owed for substantive violations, some of the violations are due to technical non-compliance with the Labor Code, such as derivative wage statement violations and failure to provide all accrued sick leave, several of the violations under different statutes arise from the same, singular conduct (*e.g.* not paying for off-the-clock work and not providing compliant meal and rest periods), Defendants produced wage and hour

1 policies and other documents related to attempts at complying with the California Labor
2 Code that a Court may find demonstrates a good faith attempt at compliance, and there
3 were several instances where the actual substantive loss experienced by PAGA
4 Settlement Members was substantially less per pay period than the potential maximum
5 penalty that could be imposed. Courts are statutorily authorized to use discretion to
6 reduce penalties and the range of discretion used varies substantially. *See Thurman v.*
7 *Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012) (30% reduction);
8 *Fleming v. Covidien Inc.*, 2011 WL 7563047, *3–4 (C.D. Cal. 2011) (82% reduction);
9 *Magadia v. Wal-Mart Associates, Inc.*, 384 F.Supp.3d 1058, 1104 (N.D. Cal. 2019)
10 (80% reduction); *Hamilton v. Juul Labs, Inc.*, 2021 WL 5331451, *9-*10 (N.D. Cal.
11 2021). The 82% reduction equates to roughly \$9-\$18 worth of civil penalties per pay
12 period per employee depending on the total potential value of the civil penalty (*i.e.* \$50-
13 \$100), which is more in line with actual awards based on my experience and review of
14 awards in other cases. Thus, after accounting for the fact that a good faith dispute will
15 likely eliminate liability for waiting time penalties and minimum wage claims and using
16 the maximum values for the remainder of the claims, the total exposure may be cut to
17 approximately \$952,871.21 (82% reduction) to \$3,705,610.27 (30% reduction) or lower.
18 It is important to note that this discretionary reduction is completely separate and in
19 addition to any risks on the merits. Given the substantial risks associated with the
20 claims, I believe the amount that might ultimately be awarded under this claim would be
21 significantly lower than the maximum civil penalties available. I believe allocating
22 \$10,000 to the PAGA claims in this case is appropriate, especially in light of amounts
23 that Courts have approved as reasonable valuations in other cases. *See Nordstrom Com.*
24 *Cases*, 186 Cal.App.4th 576, 589 (2010) (approving \$0 allocation to the resolution of
25 PAGA claims based on their being disputed and being part of a class settlement which
26 was evaluated based on the terms of the agreement overall); *Junkersfeld v. Med. Staffing*
27 *Sols., Inc.*, 2022 WL 2318173, *8 n.2 (E.D. Cal. 2022) (collecting cases with PAGA
28 settlement values ranging from .037%-1%); *Jennings v. Open Door Marketing, LLC*,

2018 WL 4773057, *9 (N.D. Cal. 2018) (approving settlement of PAGA claims at 0.6% of total estimated value due to risk of no recovery); *Ruch v. AM Retail Grp., Inc.*, 2016 WL 5462451, *7 (N.D. Cal. 2016) (approving \$10,000 PAGA settlement allocation where total PAGA penalty exposure was approximately \$5.2 million, or 0.2% of total estimated value); *Davis v. Cox Commc'ns California, LLC*, 2017 WL 1496407, *1 (S.D. Cal. 2017) (preliminarily approving \$4,000 PAGA allocation in \$275,000 settlement); *Moore v. Fitness Int'l, LLC*, 2014 WL 12571448, *5 (S.D. Cal. 2014) (approving \$2,500 PAGA allocation when attorneys' fees award alone amounted to \$200,000); *Jack v. Hartford Fire Ins. Co.*, 2011 WL 4899942, *6 (S.D. Cal. 2011) (approving \$3,000 PAGA allocation in \$1,200,000 settlement); *Singer v. Becton Dickinson & Co.*, 2010 WL 2196104, *2 (S.D. Cal. 2010); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *1, *9 (N.D. Cal. 2009) (approving \$1,500 PAGA allocation in \$1,026,000 settlement); *Syed v. M-I, L.L.C.*, 2017 WL 714367, *13 (E.D. Cal. 2017) (approving \$100,000 PAGA allocation in \$3,950,000 gross settlement amount allocated to California class even though PAGA exposure was calculated at \$53,600,000, or 0.2% of total estimated potential value); *Garcia v. Gordon Trucking, Inc.*, 2012 WL 5364575, *6-*7 (E.D. Cal. 2012) (approving \$10,000 PAGA allocation in a \$3,700,000 settlement); *Franco v. Ruiz Food Prod., Inc.*, 2012 WL 5941801, *14 (E.D. Cal. 2012) (\$10,000 PAGA allocation from \$2,500,000 settlement fund); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal. 2011) (\$10,000 PAGA allocation from \$6,900,000 settlement fund).

11. In summary, Plaintiff's gross recovery of \$125,000 under the Agreement equals approximately 1.3% of the maximum value of the claims in this matter (\$9,434,470.60) and between 2.8% to 8.6% of the more realistic range of recovery (\$1,447,613.94 to \$4,511,466.03). After deducting the proposed allocations for attorneys' fees and costs, any Service Award, Settlement Administrator Costs, and the PAGA Payment from the Gross Settlement Amount, the net recovery under the Agreement, \$40,657.11, represents approximately .43% of the maximum value of the claims in this matter. The net recovery also represents between .9% and 2.8% of the more realistic range of

1 recovery. The average net award is approximately \$72.09, which is the equivalent of approximately
2 \$3.35 per workweek. I believe the Agreement is fair, reasonable, and adequate, representing a
3 reasonable compromise of claims. More than 50% of the damages, \$5,045,785.40, are based on claims
4 that are either subject to a good faith dispute defense (waiting time penalties and wage statement
5 violations), which will likely eliminate the value of the claims entirely, or had no substantive wage loss
6 associated with the claim, *e.g.* sick leave. Thus, the potential maximum recovery vastly overstates the
7 damages at issue. The impact that these claims had on the value of the case was exacerbated because
8 there was a disproportionately large number of former employees (86% of Class Members), many of
9 whom worked one to three pay periods (inflating potential waiting time penalties), and the Company
10 utilized weekly pay periods (inflating potential wage statement violations and PAGA penalties). The
11 reasonableness of the Settlement is further supported when considering the financial condition of the
12 Company and its principals. We thoroughly investigated the Company's, and its principal's, ability to
13 pay and the added value of proceeding with litigation to try and secure additional compensation either
14 through a later settlement or potential judgment in favor of the Class. The Company's financial
15 condition was a significant factor in agreeing to the Gross Settlement Sum and the need for an extended
16 payment plan outlined in the Agreement. The ability to secure a guaranteed settlement now and ensure
17 Class Members receive some compensation, rather than proceed to further litigation and potentially
18 recover nothing because of either failing to prove the claims or due to Defendants filing bankruptcy,
19 was a primary motivating factor in agreeing to the Gross Settlement Sum.

20 12. In agreeing to represent Plaintiff and take on the case for all Class Members, our office
21 agreed to take this case on a contingency basis, meaning that we would take a percentage of any
22 settlement or judgment should we recover a monetary amount. We took a risk that we would not
23 recover any money in this matter if we were unsuccessful at trial. We also took on the risk that the case
24 may be subject to an unfavorable summary judgment ruling. However, we believe it is important to
25 make sure employees are able to find affordable representation in order to ensure that employers are
26 complying with all their legal obligations towards employees and paying employees all their hard-
27 earned wages. We rely on attorneys' fee awards in order to continue working to ensure California
28 wage and hour protections are enforced. Recovery of our full lodestar plus an appropriate multiplier is

1 necessary to compensate for the risk undertaken. Otherwise, we could not continue to represent
2 employees who are denied wages, but whose cases may be time-consuming and difficult to prove.
3 There have been many class cases we have litigated where, ultimately, we get zero for our time because
4 we are unable to meet certification requirements or the company becomes financially insolvent.
5 Additionally, there are numerous occasions, like in this case, where the fee recovered actually results in
6 a negative multiplier of our lodestar as the amount of work required to obtain a good result for the class
7 is usually more than the 35% common fund request we make to compensate our time.

8 13. I am a shareholder at Shimoda & Rodriguez Law, PC. My law firm is a boutique law
9 practice that focuses primarily on employment litigation, emphasizing wage and hour litigation. I
10 attended and graduated college from U.C. Davis, receiving a Bachelor of Arts in Philosophy and the
11 Departmental Citation for Academic Achievement in the Philosophy program. I was one of only two
12 recipients of this award out of the entire Philosophy Department. After U.C. Davis, I attended the
13 University of the Pacific, McGeorge School of Law, graduating in 2011 and receiving a Juris
14 Doctorate. I graduated in the top 20% of my class and was a member of the Traynor Honor Society at
15 McGeorge. Other academic achievements of mine include receiving a Witkin Award (top grade) in my
16 legal research and writing course, a Witkin Award in complex civil litigation, being a member of the
17 Dean's List from 2008 to 2011, being a Legislative Staff Writer for the *McGeorge Law Review* from
18 2009–2010, being an Associate Comment Editor for the *Pacific McGeorge Global Business &*
19 *Development Law Journal* from 2010–2011, and being selected as a Sacramento County Bar
20 Association Diversity Fellow in 2009. I was also a member of the Employment and Labor Law Society
21 and an officer for the Latino Law Students Association from 2009 to 2010.

22 14. I have been practicing law since 2011. From 2011 to 2016, I worked with the Shimoda
23 Law Corp. as an Associate. I became a Shareholder/Partner in the firm in 2017. Shimoda Law Corp.
24 became Shimoda & Rodriguez Law, PC, in 2022. Since 2017, I have received an AV Preeminent
25 rating from Martindale-Hubbell for my legal ability and ethical standards. From 2018 to present, I have
26 been recognized as a Super Lawyer (Rising Star). I have been a panel speaker and presented a number
27 of seminars covering issues in wage and hour litigation in general and complex class and PAGA
28 litigation in particular. These engagements include the following: (1) *Epic Systems*, PAGA, and the

1 Future of Employment Arbitration in California (Sacramento County Bar Assoc., Sept. 2018); (2) Class
2 Actions and PAGA Claims (Assoc. of Defense Counsel of Northern California & Nevada, Jul. 2020);
3 (3) Mediation: The Experienced Trial Lawyers Perspective (Sacramento County Bar Assoc., Sept.
4 2020); (4) How to Become a Pivotal Part of Any Wage and Hour Practice Group (Sacramento County
5 Bar Assoc., Mar. 2021); (5) Emerging Trends and Issues Relating to Arbitration and PAGA Claims in a
6 Post-*Viking River Cruises* World (Sacramento County Bar Assoc., Nov. 2022). I was elected to the
7 Sacramento County Bar Association Labor and Employment Law Section's executive committee in
8 2019 and was the Chair of the executive committee for 2022. I have also been a member of the
9 Presiding Judge Civil Law Advisory Committee for Sacramento County Superior Court since August
10 2020. My practice focuses on complex civil litigation, including wage and hour class actions, PAGA
11 claims, and Fair Labor Standards Act ("FLSA") claims. I am actively involved in most all of the
12 complex litigation handled by our firm. Class and/or PAGA actions I have litigated or am currently
13 litigating, including the instant case, includes, but is not limited to, the following:

- 14 • *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- 15 • *Adams-Angway v. Placer Title Company, et al.*, Case No. SCV0040845 (Placer Sup. Ct.);
- 16 • *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- 17 • *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- 18 • *Aslam v. American Custom Private Security, Inc.*, Case No. STK-CV-UOE-2018-0012080
19 (San Joaquin Sup. Ct.);
- 20 • *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- 21 • *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- 22 • *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac.
23 Sup. Ct.);
- 24 • *Barkhausen v. Bank of Stockton*, Case No. STK-CV-UOE-2019-17145 (San Joaquin Sup.
25 Ct.);
- 26 • *Benak v. MDStat Urgent Care, Inc.*, Case No. 34-2015-00188181 (Sac. Sup. Ct.);
- 27 • *Bigornia v. Quest Diagnostics Clinical Laboratories, Inc., et al.*, Case No. 34-2019-
28 00271174 (Sac. Sup. Ct.);

- 1 • *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup.
- 2 Ct.);
- 3 • *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup.
- 4 Ct.);
- 5 • *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac.
- 6 Sup. Ct.);
- 7 • *Castorena v. Flowmaster, Inc.*, Case No. CV18-2191 (Yolo Sup. Ct.);
- 8 • *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup.
- 9 Ct.);
- 10 • *Carr, et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- 11 • *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-
- 12 00209613 (Sac. Sup. Ct.);
- 13 • *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- 14 • *Cress, et al. v. Mitsubishi Chemical Carbon Fiber and Composites, Inc.*, Case No. 34-2017-
- 15 00222101 (Sac. Sup. Ct.);
- 16 • *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.);
- 17 • *Ferreyra v. Point Digital Finance, Inc., et al.*, Case No. 20CV373776 (Santa Clara Sup. Ct.);
- 18 • *Foye v. The Golden 1 Credit Union*, Case No. 34-2018-00235003 (Sac. Sup. Ct.);
- 19 • *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- 20 • *Garcia v. Royal Plywood Company, LLC, et al.*, Case No. 34-2017-00221627 (Sac. Sup. Ct.);
- 21 • *Gomes v. Progressive Casualty Insurance Company*, Case No. 34-2018-00241979 (Sac. Sup.
- 22 Ct.);
- 23 • *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- 24 • *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- 25 • *Gonzalez v. Northcentral Pizza, LLC, et al.*, Case No. 34-2019-00252018 (Sac Sup. Ct.);
- 26 • *Gordon, et al. v. Hospice Source, LLC, et al.*, Case No. 34-2019-00250022 (Sac. Sup. Ct.);
- 27 • *Gotts v. John L. Sullivan Chevrolet, Inc.*, Case No. 34-2018-00231576 (Sac Sup. Ct.);
- 28 • *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);

- *Hellum v. AI Protective Services, LLC, et al.*, Case No. 34-2018-00234449 (Sac. Sup. Ct.);
- *Hercules v. Maximus Services, LLC, et al.*, Case No. 34-2019-00268385 (Sac Sup. Ct.);
- *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac. Sup. Ct.);
- *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- *Insixiengmay v. Hyatt Corporation, et al.*, Case No. 2:18-cv-02993-TLN-DB (E.D. Cal.);
- *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- *McMahon v. Airco Mechanical, Inc.*, Case No. 34-2019-00259269 (Sac. Sup. Ct.);
- *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- *Nguyen v. Cardinal Health Pharmacy Services, LLC, et al.*, Case No. 2:19-cv-01939-KJM-EFB (E.D. Cal.);
- *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- *Roberts v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-00082201 (Sac Sup. Ct.);
- *Salas, et al. v. Joint Ventures, LLC, et al.*, Case No. 34-2018-00227493 (Sac. Sup. Ct.);
- *Salmon v. Ovation Fanfare, L.P., et al.*, Case No. 34-2018-00244749 (Sac. Sup. Ct.);
- *Scarano v. J.R. Putman, Inc.*, Case No. 34-2018-00244753 (Sac. Sup. Ct.);
- *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- *Sullivan v. National Response Corporation*, Case No. 34-2018-00244757 (Sac. Sup. Ct.);
- *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac. Sup. Ct.);
- *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.); and
- *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

15. The preceding list does not include those cases where, for various reasons, the case was filed as a class action and/or PAGA action, but did not maintain that status through the end of the case.

1 16. My partner, Galen T. Shimoda, Esq., worked with me on this matter and was critical in
2 assisting with all aspects of the litigation of this case. Mr. Shimoda and I are some of only a handful of
3 plaintiff attorneys located in Sacramento who handle wage and hour class actions. Mr. Shimoda
4 attended and graduated from the University of Utah in 2000 with a B.S. in Business Management and a
5 B.A. in Asian Studies, with a minor in Japanese language. He then attended and graduated from the
6 University of the Pacific, McGeorge School of Law and received his J.D. degree in 2003. He
7 graduated from McGeorge in the top 5% of his class and was a member of the Order of the Coif and
8 Traynor Honor Society. Since graduating from McGeorge, Mr. Shimoda has authored a number of
9 employment law articles for journals and our firm regularly publishes articles on our firm's website.
10 Mr. Shimoda has been a regular panel speaker for the CEB (Continuing Education of the Bar)
11 Employment Review seminars from 2014 to the present. His speaking engagements include the
12 following: 1) Lorman Military Leave Law Speaker; 2) Restaurant Association Speaker at Annual
13 Seminar (Los Angeles); 3) Federal Bar Association, Sacramento Chapter: 2015 Amendments to the
14 Federal Rules of Civil Procedure (Mar. 30, 2016); 4) CEB – Employment Law Practice: 2016 Year in
15 Review (Jan. 20, 2017); 5) CEB – Employment Law Practice: 2015 Year in Review (Jan. 22, 2016); 6)
16 CEB – Employment Law Practice: Year in Review (2014) (Jan. 9, 2015); 7) CEB - Employment Law
17 Practice: Year in Review (2013) (Jan. 10, 2014); 8) Sacramento County Bar Association - Class
18 Actions from the Trenches: Real World Experiences from the Plaintiff and Defense Bar (Feb. 21,
19 2012); 9) Sacramento Employer Advisory Council – Wage and Hour Workshop: Going Beyond the
20 Exemption Discussion (Apr. 7, 2016); 10) Sacramento Employer Advisory Council - Wage & Hour
21 Panel and AB 1825 Training: Updates on California's New Wage Laws and Manager Compliance
22 Training (Apr. 25, 2017); 11) Sacramento County Bar Association, Labor and Employment Section –
23 PAGA Representative Litigation: Emerging Trends and Issues (May 17, 2016); 12) Sacramento
24 Business Journal Panel – Overtime Rules (Jun. 23, 2016); 13) Association of Defense Counsel of
25 Norther California & Nevada - Employment Law Update – Do the Math: Calculation Exposure and
26 Damages in Wage and Hour Cases (Aug. 12, 2016); 14) California Employment Lawyers Association -
27 PAGA Today and PAGA Tomorrow: Moderate-Advanced Issues In PAGA Litigation (Oct. 20, 2017);
28 15) California Employment Lawyers Association Advanced Wage and Hour Seminar – Better Know a

Venue Roundup (May 17, 2019). Mr. Shimoda has been AV rated by Martindale Hubbell since 2013, was recognized as a Super Lawyer (Rising Star) from approximately 2009 to 2013 and was recognized as a Super Lawyer from 2014 to present.

17. Mr. Shimoda has practiced law in California since being admitted to the State Bar in 2003, litigating wage and hour class actions and individual wage and hour litigation among other cases. Mr. Shimoda began practicing class action law on the defense side at the firm of Orrick, Herrington & Sutcliffe LLP. He then switched to plaintiff class action work in 2005. His class action experience is in wage and hour law. Mr. Shimoda has litigated several class action cases in California State and Federal Courts, including up to certification, settlement, preliminary and final approval, and disbursement of monies, and has been found to be satisfy the adequacy requirements for class counsel. Some of the class action and/or PAGA cases he is litigating and/or has litigated as lead or co-counsel include the following:

- *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- *Acosta v. Acosta Sales, LLC, et al.*, Case No. 2:11-CV-01796 (C.D. Cal.);
- *Atchley v. Blaggs Food Service, LLC*, 34-2017-0215930 (Sac. Sup. Ct.);
- *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- *Arnall v. North American Merchandising Service Inc.*, Case No. 06AS01439 (Sac. Sup. Ct.);
- *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac. Sup. Ct.);
- *Benak v. MDStat Urgent Care, Inc.*, No. 34-2015-00188181 (Sac. Sup. Ct.);
- *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup. Ct.);
- *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac.

- Sup. Ct.);
- *Carlos v. Abel Mendoza, Inc., et al.*, Case No. 34-2016-00195806 (Sac. Sup. Ct.);
 - *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup. Ct.);
 - *Carr et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
 - *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-00209613 (Sac. Sup. Ct.);
 - *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
 - *Colbert v. American Home Craft Inc.*, Case No. 05AS05012 (Sac. Sup. Ct.);
 - *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.)
 - *Diosdado v. Nor-Cal Venture Group, Inc., et al.*, Case No. STK-CV-UOE-2020-0008242 (San Joaquin Sup. Ct.);
 - *Dugue v. Sierra Forever Families, et al.*, Case No. 34-2017-00210770 (Sac. Sup. Ct.);
 - *Fadhl v. Siemens Healthcare Diagnostics, Inc., et al.*, Case No. 34-2017-00209518 (Sac. Sup. Ct.);
 - *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No. 20CV01255 (Butte Sup. Ct.);
 - *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
 - *Gerard v. Les Schwab Tires Center of California, Inc.*, Case No. 34-2007-30000003 (Sac. Sup. Ct.);
 - *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
 - *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
 - *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
 - *Hernandez et al. v. MP Nexlevel, LLC et al*, Case No. 3 :16-cv-03015-JCS (N.D. Cal.);
 - *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac Sup. Ct.);
 - *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
 - *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
 - *James v. Language World Services, Inc., et al.*, Case No. 34-2020-00279929 (Sac. Sup. Ct.);
 - *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);

- *Koretsky v. Furniture USA, Inc.*, Case No. 34-2014-00172142 (Sac. Sup. Ct.);
- *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac. Sup. Ct.);
- *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac. Sup. Ct.);
- *Miller v. Leaders in Community Alternatives*, Case No. FCSO47249 (Solano Sup. Ct.);
- *Pickens v. Elica Health Centers*, Case No. 34-2016-00200382 (Sac. Sup. Ct.);
- *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- *Rickwalt v. Direct Reconditioning, LLC, et al.*, Case No. 34-2015-00175642 (Sac. Sup. Ct.);
- *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-00082201 (Sac Sup. Ct.);
- *Rogers v. Les Scwhab Tires Center of California, Inc.*, Case No. 34-2009-00066320 (Sac. Sup. Ct.);
- *Schechter et al. v. Isys Solutions, Inc.*, Case No. RG10550517 (Alameda Sup. Ct.);
- *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac. Sup. Ct.);
- *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac. Sup. Ct.);
- *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.);
- *Williams v. Civic Development Group*, Case No. 06AS00267 (Sac. Sup. Ct.); and
- *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

18. The preceding list of cases does not include those where, for a variety of reasons, the case was initially filed as a class and/or PAGA action, but did not maintain that status through the end of the case.

19. My associate, Renald Konini, Esq., also worked with me on this case. In May 2011, Mr. Konini graduated from Seton Hall University School of Law. Prior to moving to California, he

practiced law in New Jersey. While working for my firm, Mr. Konini has worked on a variety of individual and class action cases, including those involving wage and hour claims, Private Attorney General Act claims, wrongful termination claims, discrimination claims, retaliation claims, and harassment claims. Mr. Konini passed the July 2016 California Bar Examination and started practicing as an associate at my firm from approximately April 2019 to February 2021. He rejoined my firm in September 2022. Mr. Konini has experience drafting written discovery, taking and defending depositions, calculating class-wide damages, interviewing putative class members, drafting motions and briefs on complex class action procedures, negotiating class and individual damages claims, and communicating with opposing counsel regarding these items in navigating the litigation. Mr. Konini has also worked on other class and/or PAGA wage and hour actions that my firm has filed, namely *Bertelli v. Air Products and Chemicals, Inc.*, Case No. 34-2018-00236898 (Sac. Sup. Ct.), *Carr v. Howroyd-Wright Employment Agency, Inc.*, Case No. 34-2018-00228290 (Sac. Sup. Ct.), *Gomez v. Vander Schaaf Dairy, et al.*, Case No. STK-CV-UOE-2020-0003954 (San Joaquin Sup. Ct.), *Haggins v. Kelly Services, Inc.*, Case No. 34-2017-00220473 (Sac. Sup. Ct.), *Hussaini v. Integrated Resources, Inc.*, et al, Case No. 34-2021-00297152 (Sac. Sup. Ct.), *Kee, et al. v. Dr. Jeffrey A. Saladin, Dental Corporation (D/B/A Children's Choice Pediatric Dental Care), et al.*, Case No. 34-2020-00290072 (Sac. Sup. Ct.), *Lear v. Raxium, Inc.*, Case No. 21CV004358 (Alameda Sup. Ct.), *Serrano v. Cool Time, LLC*, Case No. 34-2021-00312356 (Sac. Sup. Ct.), *Grebe v. Mary Ann's Baking Co., Inc.*, Case No. 34-2020-00285254-CU-OE-GDS (Sac. Sup. Ct.), *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No. 20CV01255 (Butte Sup. Ct.), *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac. Sup. Ct.), *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac. Sup. Ct.), *Pek, et al v. Varris Management, Inc.*, Case No. STK-CV-UOE-2020-3954 (San Joaquin Sup. Ct.), *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac. Sup. Ct.). Mr. Konini's practice largely revolves around wage and hour matters, including class and PAGA claims.

20. We are seeking attorneys' fees and costs, a Service Award for the Class Representative, and Settlement Administrator Costs as set forth in the Agreement. My office is requesting attorneys' fees and costs pursuant to the common fund doctrine as I believe it to be applicable to the present case pursuant to *Serrano v. Priest*, 20 Cal.3d 25, 34-35 (1977), *Laffitte v. Robert Half Internat. Inc.*, 1

1 Cal.5th 480 (2016), and *Paul, Johnson, Alston & Hunt v. Grauly*, 886 F.2d 268, 271 (9th Cir. 1989);
2 and *Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-478 (1980). Plaintiff has been able to secure an
3 identifiable benefit on behalf of Class Members and equity counsels that the cost of the representation
4 should be born equally amongst all Class Members receiving these benefits. The settlement recovery
5 provides a good result and is the product of substantial time and effort in analyzing the facts and law
6 applicable to this case. There was substantial risk in agreeing to take this case on a contingency basis
7 and as a class action with the possibility that our firm would not receive any compensation our time and
8 efforts due to issues regarding the merits and/or certification and have carried that risk over the course
9 of the case. In my experience, the attorney's fee request of thirty-five percent (35%) of the common
10 fund is within ranges typically approved in wage and hour class action litigation. This includes awards
11 in Sacramento County Superior Court. For example, in November 2022, the Sacramento County
12 Superior Court approved a fee request of 35% and the same hourly rates for Mr. Shimoda and myself in
13 connection with a motion for final approval of a wage and hour class action settlement in *Strawn v.*
14 *Bridgestone Retail Operations, LLC*, Case No. 34-2018-00242049 (Sac. Sup. Ct.).

15 21. I believe a lodestar cross check supports finding a 35% fee award is appropriate in this
16 case. The total lodestar is approximately \$131,437.50 based on approximately 217.5 total hours, which
17 includes an estimated 10 hours of time for myself preparing for and attending the final approval
18 hearing, ensuring compliance, and the disbursement of funds consistent with a final approval order. I
19 have reviewed our firm's billing records with Mr. Shimoda and Mr. Konini and have created a
20 summary chart showing the task categories and hours worked by each billing attorney in each category.
21 A true and correct copy of the summary chart is being filed with this Motion as Exhibit F. In reviewing
22 the entries, I believe the hours reported are accurate. To the extent we believe it appropriate to do so in
23 any given assignment, we attempt to assign tasks to the billing attorney with the lower rate in order to
24 reduce costs that otherwise might inhibit the likelihood a case will resolve. Our firm uses billing
25 software, which tracks the entries by day and time. Our billing software also records time in 1/10 of an
26 hour increments. A summary of the entries in Exhibit F by timekeeper is as follows:
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28

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Lodestar</u>
Galen T. Shimoda	45.6	\$725	\$33,060
Justin P. Rodriguez	126.6	\$625	\$79,125
Renald Konini	45.3	\$425	\$19,252.50
Total:	217.5	--	\$131,437.50

22. I believe the requested rates are within the prevailing market rates for Sacramento County, and elsewhere. Mr. Konini, myself, and Mr. Shimoda have approximately 8 years, 13 years, and 20 years of experience, respectively, litigating complex wage and hour class and PAGA actions. Again, Sacramento County Superior Court has approved these rates for myself and Mr. Shimoda in November 2022. *See Strawn v. Bridgestone Retail Operations, LLC*, Case No. 34-2018-00242049 (Sac. Sup. Ct.). Mr. Konini was approved at these rates in connection with a wage and hour class action in Sacramento County Superior Court in January 2023. *See Kee, et al. v. Dr. Jeffrey A. Saladin, Dental Corporation (D/B/A Children's Choice Pediatric Dental Care), et al.*, Case No. 34-2020-00290072. Awarding fees at the hourly rate in effect at the time of the fee request is an appropriate and judicially approved method. *See Missouri v. Jenkins by Agyei*, 491 U.S. 274, 283 (1989). I believe the request of \$43,750 (approximately 35%) for attorneys' fees is justified given the results obtained on behalf of the class. Such an award would not require any multiplier of our lodestar. In fact, the award would effectively be a negative 0.33x multiplier of our lodestar, which is substantially less than a typical 2x-4x positive multipliers applied in other cases. *See Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 255 (2001) ("Multipliers can range from 2 to 4 or even higher").

23. Although the Agreement set out a maximum of \$15,000.00 for potential attorney's costs, the total costs incurred or that will be incurred through a compliance hearing by Class Counsel is \$10,742.89. A true and correct copy of my firm's itemized costs incurred prior to the filing of this Motion and the expected costs incurred through the final approval and compliance hearings is attached to this declaration as Exhibit D. These costs were all incurred to advance the interests of Class Members in this litigation and are of the kind that we would normally bill to fee paying clients. The

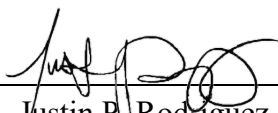
1 difference in the actual costs and the maximum amount allocated under the Agreement will be added to
2 the Net Settlement Sum and disbursed to Class Members.

3 24. A copy of the Agreement and the entire Motion was submitted to the LWDA for review
4 at the same time the Motion was submitted to the Court pursuant to California Labor Code section
5 2699(1)(2). A true and correct copy of documents demonstrating the settlement documents were
6 provided to the LWDA and that the LWDA has confirmed receipt are being filed with this Motion as
7 Exhibit E.

8 25. To the extent final approval is granted, we will file a notice of entry of judgement. For
9 the reasons already stated above, the ease of access and longevity of records on the public access web
10 portal will make it easier for Class Members to obtain and review the notice of judgment well into the
11 future.

12 26. Any funds from checks that are not cashed or deposited by the deadline to do so will
13 escheat to the California Unclaimed Property Division in the name of the individual to whom the funds
14 were issued. Neither my firm, myself, Mr. Konini, nor Mr. Shimoda have any interest in, or has ever
15 received any compensation for designating, the California Unclaimed Property Division as a *cy pres*
16 beneficiary.

17 I declare under penalty of perjury under the laws of the State of California that the foregoing is
18 true and correct. Executed on July 2, 2025, in Sacramento, California.

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22 Justin P. Rodriguez
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1 Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
2 Renald Konini (Cal. State Bar No. 312080)
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3 9401 East Stockton Boulevard, Suite 120
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6 rkonini@shimodalaw.com

7 Attorneys for Plaintiff ELIZABETH R. GILSON
individually and on behalf of similarly situated employees
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10 **SUPERIOR COURT OF CALIFORNIA**
11 **FOR THE COUNTY OF SACRAMENTO**

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

15 Plaintiff,)

16 vs.)

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

20 Defendants.)
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Case No. 24CV000013

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

CLASS ACTION

**DECLARATION OF ELIZABETH R. GILSON
IN SUPPORT OF PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: July 25, 2025

Time: 9:00 a.m.

Dept.: 22

Judge: Hon. Lauri A. Damrell

Filed: January 2, 2024

FAC Filed: March 8, 2024

Trial Date: None Set

1 I, Elizabeth R. Gilson, declare:

2 1. I am a competent adult and I have personal knowledge of the facts set forth in this
3 declaration. I am making this declaration on behalf of myself, as a named plaintiff, and in support of
4 Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement.

5 2. I worked for Defendants Summit Protective & Investigative Services, Inc., and Yuta
6 Nakai ("Defendants") from approximately June 2023 to August 2023 as a non-exempt employee. I was
7 subject to all of Defendants' policies and practices that have been alleged as unlawful in the Complaint
8 and the notice sent to the Labor and Workforce Development Agency ("LWDA"), including the
9 following: failure to pay overtime, failure to pay minimum wages, failure to provide accurate wage
10 statements, failure to timely pay final wages, failure to provide meal and rest periods or pay premiums in
11 lieu thereof, failure to pay reimbursement expenses, failure to pay sick leave and violation of Labor
12 Code section 558.

13 3. I have actively participated in the litigation of this case for the benefit of all Class
14 Members. Prior to obtaining an attorney, I contacted several law offices and researched potential
15 attorneys to bring the claims. I wanted to make sure I the law firm chosen to bring the claims had
16 attorneys with experience and skill in bringing those types of claims. I also researched the typical issues
17 raised when litigating the potential claims. I wanted to make sure I could have an informed discussion
18 with an attorney about the claims and have a better idea of what to expect moving forward in litigation
19 and how to help the case proceed. After securing Shimoda & Rodriguez Law, PC, I continued to be
20 actively involved in the case to help ensure a positive outcome. I began working with Shimoda &
21 Rodriguez Law, PC, to investigate the claims on August 15, 2023, discussing the facts of the case,
22 showing and explaining the context behind the documents I had to support the claims, and discussing
23 potential witnesses to corroborate the information I was providing.

24 4. My attorneys explained to me the risks and benefits of bringing a class action and a claim
25 under the Private Attorneys General Act ("PAGA"). I understood that pursuing the case as a class and
26 PAGA action meant that it would take substantially longer than pursuing my claims individually,
27 whether in Court or with the California Labor Commissioner, and that I risked getting nothing in the
28 end, but I believed it was important to make sure that Defendants followed the law for everyone. I

1 undertook a professional and financial risk in pursuing the case as a class and PAGA action because my
2 name would be on a publicly available document showing that I had sued a former employer at a time
3 when I was unemployed and searching for a new job and, if unsuccessful in bringing the claims, I would
4 be obligated to pay Defendants' costs incurred over the course of this complex litigation. My
5 understanding is that this is a substantial risk because the costs associated with litigation, in general, are
6 very high and this cost is multiplied many times over in complex litigation like class actions.

7 5. During the course of this litigation, I have given detailed accounts of all the facts related
8 to my employment. I provided my attorneys with extensive documentation that I believe supported the
9 claims brought against Defendants. I met with and assisted my attorneys in understanding these
10 documents and providing context for Defendants' payroll process as it applied to me and how I believed
11 it applied to Defendants' other employees within the class.

12 6. The work I performed for this case included an extensive review of documents and
13 payroll practices to show and explain to my attorneys what was happening and why I thought it was
14 unlawful. For example, I explained to my attorneys my job duties and responsibilities, the type of tasks
15 and work performed in a typical day and any circumstances that would cause relevant differences to my
16 daily work that affected the class claims. We reviewed payroll and personnel file documents to see
17 whether and how any of the documents corroborated the validity of the claims and listed potential
18 witnesses related to any issues raised by the documents. Additionally, I provided my attorneys with
19 paystubs, text messages, screenshots, and information regarding policies and practices related to the
20 wage and hour claims of this case. I also explained how Defendants' timekeeping system worked, issues
21 with the timekeeping system, the different types and layouts of jobsites, and the policies of the
22 Defendant and how they affected myself and class members. I helped review and explain to my
23 attorney's payroll policies, meal and rest period policies, timecards, and Defendants' practices of such
24 policies. I reviewed the timekeeping system, text messages, and policies and practices with my
25 attorneys to help assess claims affected by the timekeeping system and the hours worked. I believe this
26 was very important as it helped not only the claims of failure to pay minimum wages, failure to pay
27 overtime, and failure to provide meal and rest periods, but also claims related to waiting time penalties
28 and failure to provide accurate wage statements. This addressed all the claims alleged and we continued

1 to discuss and review these items throughout the case as more information was provided by Defendants.
2 The review became even more detailed when reviewing and discussing the payroll data sample that was
3 produced as part of informal discovery for mediation. I also spent a substantial amount of time working
4 to identify potential witnesses and speaking to others who could be interviewed by my attorneys and
5 provide declarations.

6 7. I participated in the negotiations and settlement discussions in this case, including
7 participating in mediation by phone, speaking with my attorneys to answer questions, provide any
8 additional information needed to assist the negotiations, and discussing the potential terms of the
9 Agreement to evaluate its adequacy. Throughout the course of this litigation I have asked questions
10 when I needed clarification about various aspects of this case to make sure steps were continually taken
11 to advance the interests of Class Members. I have reviewed the final Joint Stipulation of Class Action
12 and PAGA Settlement and Release, discussed the terms with my attorneys, and asked my attorneys any
13 questions I had. I believe the terms of the Settlement and allocations are fair and reasonable given the
14 facts of the case. To date, I estimate that I have spent approximately 78-98 hours assisting my attorneys
15 in litigating this case.

16 8. I have not received any benefits as a result of filing this lawsuit. However, I believe I
17 have experienced several substantial burdens as a result of filing this lawsuit that other Class Members
18 were not subject to. As noted above, I took on the professional risk of lengthening my unemployment
19 after working for Defendants because future employers were able to see, from publicly available
20 documents, that I sued my former employer. Additionally, I undertook the risk of having to pay
21 Defendants' litigation costs if the Court or jury ruled against us on the claims. I have spent a substantial
22 amount of time in this case, securing a monetary benefit for many individuals who have not had to do
23 anything whatsoever to have the opportunity to receive it. After I eventually secured another job, the
24 time I have spent on this case has had to occur during my lunch and/or break times, after hours, and on
25 my days off. Rather than spend this time with friends and family, I have spent this time for the benefit
26 of Class Members. I have also experienced anxiety and depression due to this litigation. I have taken
27 prescribed medications for my anxiety and depression. Finally, as part of the Settlement, I am the only
28 individual providing a general release of all my individual claims and waiving the protections of

1 California Civil Code section 1542 for unknown claims. No other Class Member is subject to such a
2 broad release. I believe awarding the full Service Award is warranted given the time I have spent on the
3 case, the benefit secured for Class Members and the LWDA, my general waiver of all claims beyond the
4 more limited release Class Members are subject to, and the risks and burdens I have experienced as a
5 result of this litigation.

6 9. I understand that any Service Award I may receive is for my participation as a Class
7 Representative and it is not contingent on my support or approval of the Agreement.

8 10. I have no interest in the designated *cy pres* beneficiary State of California Unclaimed
9 Property Fund whether financial, in their governance, or otherwise.

10 I declare under penalty of perjury under the laws of the State of California that the foregoing is
11 true and correct. Executed on 06/26/2025 in Galt, California.

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Elizabeth Gilson (Jun 26, 2025 17:39 PDT)

15 Elizabeth R. Gilson
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1 Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
2 Renald Konini (Cal. State Bar No. 312080)
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rkonini@shimodalaw.com
7

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

9 **SUPERIOR COURT OF CALIFORNIA**

10 **FOR THE COUNTY OF SACRAMENTO**

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

13 Plaintiff,

14 vs.

15 SUMMIT PROTECTIVE & INVESTIGATIVE
16 SERVICES, INC., a California corporation;
17 YUTA NAKAI, an individual; and DOES 1
through 100, inclusive,

18 Defendants.
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Case No.: 24CV000013

Assigned for All Purposes To:
Hon. Lauri A. Damrell
Department 22

CLASS ACTION

**DECLARATION OF NICK CASTRO OF
ILYM GROUP, INC., IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: July 25, 2025
Time: 9:00 a.m.
Dept.: 22
Judge: Hon. Lauri A. Damrell

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

1 I, Nick Castro, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am the
3 Operations Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the
4 professional settlement services provider who has been retained by counsel for Plaintiff Elizabeth
5 R. Gilson (“Plaintiff”) and Defendants Summit Protective & Investigative Services, Inc.
6 (“Summit”) and Yuta Nakai (“Defendants”) (Plaintiff and Defendants are collectively referred to
7 as the “Parties”) and subsequently appointed by the Court to serve as the Settlement Administrator¹
8 for the above-captioned *Gilson v. Summit Protective & Investigative Services, Inc., et al.* matter. I
9 am authorized to make this declaration on behalf of ILYM Group and myself. I have personal
10 knowledge of the facts herein, and, if called upon to testify, I could and would testify competently
11 to such facts.

12 2. ILYM Group has extensive experience in administering class action settlements,
13 including direct mail services, database management, claims processing and settlement fund
14 distribution services for class actions ranging in size from 26 to 4.5 million settlement class
15 members.

16 3. ILYM Group was engaged by the Parties’ counsel and subsequently approved and
17 appointed by the Court to provide notification services and claims administration, pursuant to the
18 terms of the Settlement, in the above-referenced Action. Duties performed to date and to be
19 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
20 *Notice of Proposed Class Action Settlement and PAGA Settlement, and Hearing Date for Final*
21 *Court Approval of Settlement*, in both English and Spanish (referred to as “Notice of Settlement”);
22 (b) receiving and processing requests for exclusion; (c) resolving Settlement Class Members’
23 disputes over the number of Qualifying Workweeks Summit has record of them working during
24 the Class Period, which was pre-printed on their individualized Notice of Settlement; (d)
25 calculating Individual Settlement Amounts; (e) processing and mailing Settlement award checks;
26 (f) handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and
27 filing tax returns and other applicable tax forms; (h) handling the distribution of any unclaimed

28 ¹ As used herein, capitalized terms shall have the same meaning and effect as the specially defined terms in the Agreement.

1 funds pursuant to the terms of the Settlement; and (i) performing other tasks as the Parties mutually
2 agree to and/or the Court orders ILYM Group to perform.

3 4. On March 4, 2025, ILYM Group received the Court approved text for the Notice
4 Packet from Class Counsel. ILYM Group prepared a draft of the formatted Notice Packet, which
5 was approved by the Parties' counsel and translated to Spanish prior to mailing.

6 5. On March 12, 2025, ILYM Group received the class data file ("Class List") from
7 Defendants' Counsel, which contained the name, Social Security number, last known mailing
8 address, last known telephone number, and Qualifying Workweeks worked during the Class Period
9 and PAGA Period for each Class Member. The data file was uploaded to our database and checked
10 for duplicates and other possible discrepancies. The Class List contained 564 Class Members who
11 worked 12,125 Qualifying Workweeks and 371 PAGA Settlement Members who worked 7,419
12 Qualifying Workweeks.

13 6. As part of the preparation for mailing, all 564 names and addresses contained in the
14 Class List were then processed against the National Change of Address ("NCOA") database,
15 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
16 the mailing addresses of the Class Members before mailing the Notice of Settlement. The NCOA
17 contains requested change of addresses filed with the USPS. To the extent that an updated address
18 was found in the NCOA database, the updated address was used for mailing the Notice of
19 Settlement. To the extent that no updated address was found in the NCOA database, the original
20 address provided by Defendants' Counsel was used for mailing of the Notice of Settlement.

21 7. On March 26, 2025, the Notice of Settlement was mailed, via U.S First Class Mail,
22 to all 564 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and
23 correct copy of the mailed Notice of Settlement.

24 8. As of the date of this declaration, 138 Notice of Settlement mailings have been
25 returned to our office as undeliverable. ILYM Group performed a computerized skip trace on the
26 138 returned mailings that did not have a forwarding address in an effort to obtain an updated
27 address for the purpose of re-mailing the Notice of Settlement. As a result of this skip trace, 92
28

1 updated addresses were obtained and the Notice of Settlement was promptly re-mailed to those
2 Class Members, via U.S First Class Mail.

3 9. As of the date of this declaration, a total of 92 Notice of Settlement mailings have
4 been re-mailed as a result of ILYM Group's skip tracing efforts.

5 10. As of the date of this declaration, a total of 46 Notice of Settlement mailings have
6 been deemed undeliverable as no updated address was found notwithstanding the skip tracing.

7 11. As of the date of this declaration, ILYM Group has not received any requests for
8 exclusion. The deadline to request exclusion from the Settlement was May 27, 2025.

9 12. As of the date of this declaration, ILYM Group has not received any objections to
10 the Settlement. The deadline to file an objection to the Settlement was May 27, 2025.

11 13. Settlement Class Members will receive a proportional share of the Net Settlement
12 Sum through individual settlement payments, calculated by a pro-rata formula, based on the number
13 of Qualifying Workweeks worked by Settlement Class Members during the Class Period. The Net
14 Settlement Sum is the amount remaining after deduction of the Court-approved payments from the
15 Gross Settlement Sum for Class Counsel's attorneys' fees and costs, the Class Representative
16 Service Award, Settlement Administrator Costs to ILYM Group, and the PAGA Payment, e.g.,

17	Gross Settlement Sum	\$	125,000.00
18	Class Counsel Fees	\$	43,750.00
19	Class Counsel Expenses	\$	10,742.89
20	Class Representative Service Award	\$	10,000.00
21	ILYM Group Settlement Administrator Costs	\$	9,850.00
22	PAGA Payment	\$	10,000.00
23			
24			
25	Net Settlement Sum	\$	40,657.11

26
27 ///

14. To determine a Settlement Class Member's share of the Net Settlement Sum, each Settlement Class Member's Qualifying Workweeks within the Class Period will be divided by the total Qualifying Workweeks of all Settlement Class Members during the Class Period. That resulting fraction will be multiplied by the Net Settlement Sum to arrive at the Settlement Class Member's individual share. Based on these calculations, the Settlement Class Members will receive an estimated average gross payment of \$72.09, with the estimated highest gross payment being \$868.47.

15. To determine a PAGA Settlement Member's share of the PAGA Payment, each PAGA Settlement Member's Qualifying Workweeks within the PAGA Period will be divided by the total Qualifying Workweeks of all PAGA Settlement Members during the PAGA Period. That resulting fraction will be multiplied by the 25% portion of the PAGA Payment to arrive at their individual share. Based on these calculations, the PAGA Settlement Members will receive an estimated average gross payment of \$6.74, with the estimated highest gross payment being \$34.71.

16. In total, the average Individual Settlement Amount (which totals the payments Settlement Class Members and PAGA Settlement Members will receive) is \$76.52 and the highest Individual Settlement Amount is \$903.18.

17. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to date, as well as anticipated fees and costs for completion of the settlement administration, are \$9,850.00. ILYM Group's work in connection with this matter will continue with the calculation of the Settlement award payments, issuance and mailing of the Settlement checks, the necessary tax filing and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to perform.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct to the best of my knowledge and that this declaration was executed this 27th day of June 2025, at Tustin, California.

Nick Castro
NICK CASTRO

EXHIBIT “A”

TRIBUNAL SUPERIOR DE CALIFORNIA
PARA EL CONDADO DE SACRAMENTO

ELIZABETH R. GILSON, individualmente y en
nombre de todos los demás empleados en
situación similar,

Demandante,

vs.

SUMMIT PROTECTIVE & INVESTIGATIVE
SERVICES, INC., una sociedad anónima de
California; YUTA NAKAI, una persona física; y
los DOES 1 a 100, ambos inclusive,

Demandados.

Caso n.º 24CV000013

**AVISO DE PROPUESTA DE ACUERDO DE
CONCILIACIÓN DE DEMANDA COLECTIVA
Y PAGA, Y FECHA PARA SU APROBACIÓN
DEFINITIVA POR PARTE DEL TRIBUNAL**

ATENCIÓN: Todas las personas que trabajan actualmente o trabajaron para los Demandados como empleados no exentos y/o pagados por hora en California durante el Período de la Demanda Colectiva comprendido entre el 2 de enero de 2020 y el 16 de diciembre de 2024 (los “Miembros de la Demanda Colectiva”).

POR FAVOR, LEA ESTE AVISO CON ATENCIÓN. ESTE AVISO SE REFIERE A UN ACUERDO PROPUESTO EN UN LITIGIO DE DEMANDA COLECTIVA Y AL POSIBLE PAGO DE FONDOS DEL ACUERDO A SU FAVOR. SI USTED ES MIEMBRO DE LA DEMANDA COLECTIVA, ESTE AVISO CONTIENE INFORMACIÓN IMPORTANTE SOBRE SU DERECHO A PARTICIPAR EN EL ACUERDO DE CONCILIACIÓN O A EXCLUIRSE DEL MISMO SEGÚN LOS PROCEDIMIENTOS QUE SE DESCRIBEN A CONTINUACIÓN.

Usted está recibiendo este aviso de conformidad con una orden del Tribunal Superior del Condado de Sacramento (“Tribunal”) por la que se concede a la Demandante la moción para la aprobación preliminar de una Estipulación Conjunta relativa al Acuerdo de Conciliación y Exoneración de la Demanda Colectiva y PAGA (“Acuerdo” o “Acuerdo de Conciliación”) como justa, razonable y adecuada. El Acuerdo se celebró entre la Demandante, Elizabeth R. Gilson (“Demandante” o “Representante de la Demanda Colectiva”), y los Demandados, Summit Protective & Investigative Services, Inc. (“Summit” o la “Compañía”) y Yuta Nakai (conjuntamente, los “Demandados”) en nombre de los Miembros de la Demanda Colectiva definidos anteriormente. La Demandante y los Demandados se denominan las “Partes”. Los términos del Acuerdo de Conciliación se resumen en el presente documento. Usted está recibiendo este aviso porque según los registros de Summit usted encaja dentro de la definición de “Miembro de la Demanda Colectiva”. Además, según los registros de Summit, usted trabajó «Class_Work_Weeks» semanas en Summit durante el Período de la Demanda Colectiva correspondiente (es decir, del 2 de enero de 2020 al 16 de diciembre de 2024) y usted trabajó «PAGA_Pay_Periods» semanas en Summit durante el Período de PAGA correspondiente (del 29 de diciembre de 2022 hasta el 16 de diciembre de 2024). La estimación de su Monto Individual del Acuerdo de Conciliación (es decir, su parte de los ingresos del acuerdo de conciliación) asciende a \$«Est_Individual_Settlement_Payment». Esto es una estimación, y es posible que su Monto Individual del Acuerdo de Conciliación efectivo y definitivo varíe en función de diversos factores.

En el presente aviso se identifican los términos del Acuerdo y una descripción del caso. De conformidad con la orden del Tribunal, POR EL PRESENTE SE LE NOTIFICA LO SIGUIENTE:

I. ANTECEDENTES DEL CASO

El 2 de enero de 2024, la Demandante interpuso una Querella contra los Demandados ante el Tribunal Superior del Condado de Sacramento, California, en nombre propio y de los Miembros de la Demanda Colectiva. El término Demanda se refiere a esta demanda colectiva putativa y a la demanda representativa de la Ley de Abogados Generales Privados (“PAGA”) en trámite en el Tribunal Superior del Condado de Sacramento, *Gilson v. Summit Protective & Investigative Services, Inc., et al.*, caso n.º 24CV000013.

En la Demanda, la Demandante solicitó salarios no pagados, intereses, sanciones legales, sanciones civiles, honorarios y costos en nombre propio, de los Miembros de la Demanda Colectiva y de los Miembros del Acuerdo PAGA. La Demandante alegó que los

Demandados incumplieron la legislación de California al: (1) no pagar los salarios de las horas extraordinarias; (2) no pagar los salarios mínimos; (3) no proporcionar períodos de comida o pagar primas para su sustitución; (4) no proporcionar períodos de descanso o pagar primas para su sustitución; (5) no proporcionar extractos salariales exactos; (6) no para los salarios al término de la relación laboral; (7) no reembolsar los gastos; (8) no mantener registros salariales exactos; (9) no pagar las licencias por enfermedad, (10) incurrir en competencia desleal, e (11) incumplir la Ley PAGA.

Los Demandados negaron y siguen negando tener responsabilidad alguna o haber obrado mal de cualquier forma en relación con las reclamaciones de la Demandante que se alegan en la Demanda y además niegan que, para cualquier fin que no sea la resolución conciliatoria de la Demanda, esta Demanda pueda tratarse o certificarse como una demanda colectiva o representativa. Los Demandados mantienen, entre otras cosas, que han cumplido con las disposiciones del Código Laboral de California, las Órdenes Salariales de California y todas las demás leyes y reglamentos aplicables del estado de California y del gobierno federal.

La Demanda se ha litigado activamente. Ha habido investigaciones continuas y se ha intercambiado abundante documentación e información. En función de las negociaciones y de todos los hechos y circunstancias conocidos, incluyendo los diversos riesgos e incertidumbres relacionados con las demandas judiciales, las Partes llegaron a un acuerdo de conciliación para toda la demanda colectiva y un acuerdo de conciliación de PAGA. Al llegar a un acuerdo conciliatorio, las Partes evitarán los gastos y riesgos asociados con un proceso de litigio prolongado. A pesar de que aceptan y están a favor del Acuerdo, los Demandados siguen negando todas las alegaciones y reclamaciones. Los Demandados han suscrito este Acuerdo de Conciliación para resolver esta Demanda por completo, definitivamente y a perpetuidad, según los términos establecidos en el Acuerdo, para así evitar la carga y los gastos relacionados con los litigios en curso.

El Acuerdo se aplica a todos los Miembros de la Demanda Colectiva, según la definición anterior. El Acuerdo también se aplica a los Miembros del Acuerdo de PAGA, que se definen como todas las personas que trabajan actualmente o trabajaron para los Demandados como empleados no exentos y/o pagados por hora en California durante el Período de PAGA. (es decir, del 29 de diciembre de 2022 a 16 de diciembre de 2024). Si usted es un Miembro de la Demanda Colectiva, tiene la oportunidad de participar en el Acuerdo de Conciliación o de excluirse voluntariamente (“excluirse”) del Acuerdo de Conciliación. Este aviso es para informar a los Miembros de la Demanda Colectiva sobre cómo pueden participar en el Acuerdo de Conciliación o excluirse del Acuerdo de Conciliación. Los Miembros del Acuerdo de PAGA no pueden excluirse voluntariamente de este Acuerdo en lo que respecta al Pago de PAGA o a las Reclamaciones de PAGA Resueltas, independientemente de que se excluyan voluntariamente como Miembros de la Demanda Colectiva. Los Miembros del Acuerdo de PAGA recibirán su parte del Pago de PAGA independientemente de si se excluyen como Miembros de la Demanda Colectiva.

II. RESUMEN DEL ACUERDO DE CONCILIACIÓN PROPUESTO

A. El Monto del Acuerdo de Conciliación

En virtud de los términos del Acuerdo, los Demandados han acordado pagar un total de ciento veinticinco mil dólares (\$125,000) (“Monto Bruto del Acuerdo de Conciliación”). De este Monto Bruto del Acuerdo de Conciliación se deducirán las sumas aprobadas por el Tribunal en concepto de honorarios de abogados, que no serán superiores al 35% del Monto Bruto del Acuerdo de Conciliación, costas de abogados que no superarán los \$15,000, los Costos del Administrador del Acuerdo de Conciliación que se estima que no superarán los \$15,000, una Compensación por Servicios para la Representante de la Demanda Colectiva por un importe máximo de \$10,000, y \$10,000 para la resolución de reclamaciones en virtud de la Ley PAGA (el “Pago de PAGA”), lo que dará como resultado el “Monto Neto del Acuerdo de Conciliación” que se distribuirá entre todos los Miembros de la Demanda Colectiva. Los Demandados pagarán los impuestos del empleador correspondientes a los pagos asignados como salarios, adicionalmente al Monto Bruto del Acuerdo de Conciliación. Como se explica con más detalle a continuación, el importe de la parte de cada Miembro de la Demanda Colectiva del Monto Neto del Acuerdo de Conciliación dependerá de varios factores, incluyendo el número de semanas que haya trabajado cada Miembro del Acuerdo de Conciliación de la Demanda Colectiva durante el Período de la Demanda Colectiva. De los \$10,000 asignados a la resolución de las reclamaciones de PAGA, el 75% del Pago de PAGA debe pagarse a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral del Estado de California y el 25% del Pago de PAGA se dividirá entre los Miembros del Acuerdo de Conciliación de PAGA.

El número de semanas que usted trabajó durante el Período de la Demanda Colectiva y la estimación de su parte total del Monto Neto del Acuerdo de Conciliación y del Pago de PAGA (“Monto Neto del Acuerdo de Conciliación”) se indica anteriormente. Puede que el importe que efectivamente reciba sea mayor o menor que la estimación, dependiendo de varios factores como, por ejemplo, cuántas semanas hayan trabajado realmente los Miembros del Acuerdo de Conciliación de Demanda Colectiva (es decir, aquellos que no se excluyan voluntariamente del Acuerdo de Conciliación), la resolución de las impugnaciones en cuanto a semanas de trabajo, y las distribuciones que definitivamente apruebe y asigne el Tribunal. Sin embargo, el hecho de que los Miembros de la Demanda Colectiva se excluyan no afectará las asignaciones hechas a los Miembros del Acuerdo de Conciliación de PAGA en relación con la reclamación de PAGA. Los Demandados abonarán el Monto Bruto del Acuerdo de Conciliación al Administrador del Acuerdo de Conciliación en cuotas una vez que el Tribunal apruebe definitivamente el Acuerdo de Conciliación. Se espera que la última cuota se pagará para el 5

de noviembre de 2025, o aproximadamente seis meses después de la fecha de aprobación definitiva, lo que ocurra más tarde.

A. Montos Individuales del Acuerdo de Conciliación y asignación entre los Miembros de la Demanda Colectiva y los Miembros del Acuerdo de PAGA

El Administrador del Acuerdo de Conciliación distribuirá los Montos Individuales del Acuerdo de Conciliación, según se describe a continuación, a cada uno de los Miembros del Acuerdo de Conciliación de la Demanda Colectiva y de los Miembros del Acuerdo de PAGA. Todos los Montos Individuales del Acuerdo de Conciliación estarán sujetos a los impuestos correspondientes. Las Partes han acordado, en función de las alegaciones de la Demanda, que del importe pagadero a los Miembros de la Demanda Colectiva elegibles a partir del Monto Neto del Acuerdo de Conciliación se asignará y pagará un 90% en concepto de intereses reclamados, sanciones legales, y otras indemnizaciones no salariales para los que se emitirán formularios 1099-MISC y 1099-INT del IRS, y un 10% en concepto de salarios reclamados, para los que se emitirán formularios W-2 del IRS. El Pago de PAGA para los Miembros del Acuerdo de PAGA se abonará en un 100% como sanciones civiles, y esto se reflejará en formularios 1099-MISC del IRS.

El pago a los Miembros del Acuerdo de Conciliación de la Demanda Colectiva y los Miembros del Acuerdo de PAGA no exigirá que se presente un formulario de reclamación. La parte correspondiente a cada uno de los Miembros del Acuerdo de Conciliación de la Demanda Colectiva se determinará dividiendo su total de semanas trabajadas dentro del Período de la Demanda Colectiva entre el total de semanas que trabajaron todos los Miembros del Acuerdo de Conciliación de la Demanda Colectiva durante el Período de la Demanda Colectiva. Entonces, se multiplicará esa fracción por el Monto Neto del Acuerdo de Conciliación para determinar la parte individual del Miembro de la Demanda Colectiva del Monto Neto del Acuerdo de Conciliación. La parte de cada Miembro del Acuerdo de PAGA del 25% del Pago de PAGA se determinará dividiendo el total de sus semanas trabajadas durante el Período de PAGA entre el total de semanas que trabajaron todos los Miembros del Acuerdo de PAGA durante el Período de PAGA. Entonces, se multiplicará la fracción por el 25% del Pago de PAGA para determinar la parte individual del Miembro del Acuerdo de PAGA. Según los registros del Demandado, se indica que usted trabajó «PAGA_Pay_Periods» semanas durante el Período de PAGA correspondiente, lo que significa que la estimación de su parte del Pago de PAGA asciende a \$«Est_Individual_PAGA_Payment». Este importe está incluido en la estimación de su Monto Individual del Acuerdo de Conciliación, indicado anteriormente en el presente aviso, y no adicionalmente a dicho importe. Usted recibirá su parte del Pago de PAGA incluso si se excluye como Miembro de la Demanda Colectiva según lo indicado a continuación. El hecho de recibir los Montos Individuales del Acuerdo de Conciliación no dará derecho a ningún Miembro de la Demanda Colectiva o Miembro del Acuerdo de PAGA a recibir compensaciones o beneficios adicionales en virtud de ningún plan o acuerdo de compensación, jubilación o beneficios vigentes durante el período cubierto por el Acuerdo de Conciliación.

C. Los cálculos se basarán en los registros de Summit y en la resolución de impugnaciones sobre las semanas de trabajo

Para cada Miembro de la Demanda Colectiva, el Administrador del Acuerdo de Conciliación calculará el importe pagadero a partir de los registros de los Demandados. Se presume que los registros de los Demandados contienen información correcta a menos que se presente evidencia de lo contrario al Administrador del Acuerdo de Conciliación. En caso de controversias sobre el total de semanas de trabajo de un Miembro de la Demanda Colectiva, el Administrador del Acuerdo de Conciliación revisará los registros de los Demandados y cualquier prueba adicional que se presente. En caso de que un Miembro de la Demanda Colectiva impugne la exactitud de los registros de Summit, dicho Miembro de la Demanda Colectiva deberá presentar toda la documentación justificativa probatoria de las semanas de trabajo adicionales. En la impugnación se deberá: (a) identificar de qué trata la impugnación; (b) presentar información o documentación justificativa para la impugnación; (c) indicar el nombre completo de la persona, llevar su firma, y los cuatro últimos dígitos de su número de la Seguridad Social, y (d) enviarse por correo a más tardar el 27 de mayo de 2025. El Administrador del Acuerdo de Conciliación resolverá la impugnación en función de los registros y de las pruebas presentadas.

D. Exoneración de reclamaciones

Para los Miembros de la Demanda Colectiva que no se excluyan y los Miembros del Acuerdo de PAGA, el Acuerdo de Conciliación contiene las siguientes exoneraciones:

Los Miembros de la Demanda Colectiva que no se excluyan exoneran en virtud del Acuerdo de Conciliación todas las Reclamaciones Resueltas de la Demanda Colectiva contra las Partes Exoneradas, lo que incluye cualesquiera reclamaciones en materia de salarios y horas de trabajo, derechos, demandas, deudas, responsabilidades, causales de demanda, derechos fundamentales, o solicitudes de indemnizaciones derivadas del trabajo realizado por los Miembros del Acuerdo de Conciliación de Demanda Colectiva relacionadas con actos u omisiones durante el Período de la Demanda Colectiva que: 1) se hayan alegado en la Querella o en cualquier otra querella interpuesta en la Demanda o que pudiera haberse alegado en función o a partir de los hechos que se alegan en la Querella o en cualquier otra querella interpuesta en la Demanda (incluyendo las querellas que se hayan interpuesto previamente en la Demanda); 2) se hayan alegado en la carta de aviso/agotamiento de vía administrativa de PAGA, o que pudieran haberse alegado en función o a partir de los hechos que se alegan en la carta de aviso/agotamiento de vía administrativa de PAGA; o 3) que de otra manera se basen o se deriven de los hechos alegados en la Querella, en la Demanda, o en cualquier otra querella interpuesta en la Demanda, ya sea en

virtud de la legislación federal, estatal o del derecho consuetudinario, incluyendo incumplimientos del Código Laboral de California, tal y como se establece en el presente documento, y de las secciones 17200 y siguientes del Código de Comercio y Profesiones de California, y la Ley de Normas Laborales Justas. A título meramente ilustrativo, las “Reclamaciones Resueltas de la Demanda Colectiva” incluyen todas las medidas compensatorias disponibles para las reclamaciones mencionadas anteriormente y las teorías de compensación, que incluyen, sin limitación, reclamaciones por impago o pago tardío de salarios u otros importes adeudados, impago del salario mínimo, impago de horas extraordinarias, impago de pagos a doble tarifa, períodos de comida o descanso incumpliendo los requisitos o pagos de primas, disposiciones reguladoras de los horarios y días laborales de cualquier orden de la IWC, incumplimiento de la obligación de mantener registros exactos, incumplimiento del pago de las licencias por enfermedad, incumplimiento de la obligación de reembolsar gastos, incumplimientos relacionados con extractos salariales, impago de los salarios adeudados al término de la relación laboral y sanciones por tiempo de espera, prácticas comerciales desleales, e incluyendo las reclamaciones derivadas en concepto de daños y perjuicios, reembolso, restitución, pérdidas, sanciones, multas, embargos, honorarios de abogados, costas, gastos, deudas, intereses, medidas cautelares o declarativas, devoluciones de cargo, daños liquidados o medidas similares. Las “Reclamaciones Resueltas de la Demanda Colectiva” no incluyen reclamaciones por beneficios de jubilación consolidados, despido improcedente, incumplimiento de la Ley de Equidad en el Empleo y la Vivienda, seguro de desempleo, invalidez, seguridad social o indemnización de los trabajadores.

Los Miembros del Acuerdo de PAGA exoneran en virtud del Acuerdo de Conciliación todas las Reclamaciones Resueltas de PAGA contra las Partes Exoneradas lo que incluye cualesquiera derechos, demandas, deudas, responsabilidades, causales de demanda, derechos fundamentales, o solicitudes de sanciones civiles derivadas del trabajo realizado por los Miembros del Acuerdo de PAGA relacionadas con actos u omisiones durante el Período de PAGA que: 1) se hayan alegado en la carta de aviso/agotamiento de la vía administrativa de PAGA o que pudieran haberse alegado en función o a partir de los hechos que se alegan en la carta de aviso/agotamiento de la vía administrativa de PAGA; o 2) que de otra manera se basen o se deriven de los hechos alegados en la carta de aviso/agotamiento de la vía administrativa de PAGA. A título meramente ilustrativo, las “Reclamaciones Resueltas de PAGA” incluyen todas las medidas de sanciones civiles disponibles para las reclamaciones mencionadas anteriormente y las teorías de compensación, que incluyen, sin limitación, reclamaciones por impago o pago tardío de salarios u otros importes adeudados, impago del salario mínimo, impago de horas extraordinarias, impago de pagos a doble tarifa, períodos de comida o descanso incumpliendo los requisitos o pagos de primas, disposiciones reguladoras de los horarios y días laborales de cualquier orden de la IWC, incumplimiento de la obligación de mantener registros exactos, incumplimiento del pago de las licencias por enfermedad, incumplimiento de la obligación de reembolsar gastos, incumplimientos relacionados con extractos salariales, impago de los salarios adeudados al término de la relación laboral y sanciones por tiempo de espera incluyendo reclamaciones derivadas para solicitar medidas pecuniarias o no pecuniarias, y reclamaciones de honorarios de abogados, gastos y costas que se puedan obtener en virtud del estatuto de PAGA.

Las “Partes Exoneradas” incluyen a Summit Protective & Investigative Services, Inc. y sus filiales, subsidiarias, matrices, empresas, predecesores, sucesores, cesionarios, propietarios, accionistas, gestores, empleados, funcionarios, directores, agentes, abogados, administradores, representantes, herederos, sucesiones y apoderados, e incluye también a los Demandados Yuya Nakai, Ron Resurreccion, y Steven Harrell.

III. CUÁLES SON SUS OPCIONES Y DERECHOS COMO MIEMBRO DE LA DEMANDA COLECTIVA

A. Participar en el Acuerdo de Conciliación como Miembro de la Demanda Colectiva

Si desea participar como Miembro del Acuerdo de Conciliación de la Demanda Colectiva y considera que la información de sus semanas de trabajo es correcta, **no tiene que hacer nada más**. Se le hará un pago automáticamente de conformidad con los términos del Acuerdo y la Orden Judicial.

B. Excluirse del Acuerdo de Conciliación como Miembro de la Demanda Colectiva

Si usted no desea participar como Miembro del Acuerdo de Conciliación de la Demanda Colectiva, el Tribunal le excluirá como Miembro de la Demanda Colectiva si usted lo solicita voluntariamente a más tardar el 27 de mayo de 2025. Si no desea quedar sujeto al Acuerdo de Conciliación como Miembro de la Demanda Colectiva, puede solicitar su exclusión (es decir, “excluirse voluntariamente”) presentando oportunamente una solicitud por escrito al Administrador del Acuerdo de Conciliación. Su solicitud de exclusión deberá: (a) indicar su nombre completo y los últimos cuatro dígitos de su número de la Seguridad Social; (b) incluir una declaración de que usted no desea ser un Miembro de la Demanda Colectiva, de que no quiere participar en el Acuerdo de Conciliación, y/o que quiere que se le excluya de este Acuerdo de Conciliación; (c) identificar el nombre y número de caso (es decir, *Gilson v. Summit Protective & Investigative Services, Inc., et al.*, caso n.º 24CV000013); (d) llevar su firma; y (e) enviarse por correo a más tardar el 27 de mayo de 2025. Deberá enviar su solicitud de exclusión por correo de primera clase de los EE. UU., o un servicio equivalente, a:

Si presenta una solicitud de exclusión que no esté enviada a más tardar el 27 de mayo de 2025, se rechazará su solicitud de exclusión y usted quedará sujeto a la exoneración de las reclamaciones y a los demás términos del Acuerdo. Asimismo, si presenta simultáneamente una objeción válida y una solicitud de exclusión voluntaria, se considerará que su solicitud de exclusión es inválida, y se tramitará como si no se hubiese presentado ninguna solicitud de exclusión. No utilice máquinas de franqueo, pues es posible que estas no indiquen el sobre de su solicitud de exclusión la fecha de envío. Los Miembros de la Demanda Colectiva que presenten y soliciten oportunamente su exclusión, en cuanto el Administrador del Acuerdo de Conciliación reciba tal solicitud, ya no serán Miembros de la Demanda Colectiva y no recibirán su parte del Monto Neto del Acuerdo de Conciliación. Los Miembros del Acuerdo de PAGA no pueden excluirse de la parte PAGA del Acuerdo de Conciliación y recibirán su parte del Pago de PAGA independientemente de que se excluyan como Miembros de la Demanda Colectiva.

C. Presentar objeciones al Acuerdo de Conciliación

Si usted no se excluye del Acuerdo de Conciliación, puede presentar objeciones a los términos del Acuerdo de Conciliación. Tenga en cuenta que, en caso de

If you do not opt out of the Settlement, you can object to the terms of the Settlement. Note, si el Tribunal desestima o rechaza su objeción, seguirá sujeto a los términos del Acuerdo de Conciliación. Puede solicitar al Tribunal que no apruebe el acuerdo presentando una objeción. No puede solicitar al Tribunal que exija una cantidad mayor para el Acuerdo de Conciliación; el Tribunal únicamente puede aprobarlo o no. Si el Tribunal no aprueba el acuerdo de conciliación, no se abonarán pagos del acuerdo de conciliación y el litigio continuará. Puede presentar una objeción por escrito, que deberá: (a) indicar su nombre completo y los últimos cuatro dígitos de su número de la Seguridad Social; (b) presentar pruebas de que usted sí es un Miembro de la Demanda Colectiva; (c) indicar los motivos de su(s) objeción(es), incluyendo cualquier documentación justificativa; (d) identificar el nombre y número de caso (es decir, *Gilson v. Summit Protective & Investigative Services, Inc., et al.*, caso n.º 24CV000013); y (f) enviarse por correo a más tardar el 27 de mayo de 2025. Las objeciones por escrito deberán enviarse al Administrador del Acuerdo de Conciliación a la dirección indicada en la Sección III.B.

Adicionalmente, o como alternativa al envío de una objeción por escrito al Administrador del Acuerdo de Conciliación, usted podrá comparecer en la audiencia de aprobación definitiva para presentar su objeción. Cualquiera de los Miembros de la Demanda Colectiva que no soliciten su exclusión podrá, si así lo desea, comparecer mediante la representación de un abogado. Si usted comparece por medio de su propio abogado, será responsable de los pagos correspondientes.

IV. EFECTOS DEL ACUERDO DE CONCILIACIÓN: EXONERACIÓN DE DERECHOS Y RECLAMACIONES

Si el Tribunal aprueba definitivamente el Acuerdo de Conciliación, dictará sentencia reflejándolo. Se presentará al Tribunal un aviso de entrada en vigor de la sentencia, que se podrá consultar en línea en <https://prod-portal-sacramento-ca.journaltech.com/public-portal/>. La sentencia, ya sea favorable o no, será vinculante para todos los Miembros de la Demanda Colectiva que no soliciten su exclusión voluntaria, y dichos miembros de la demanda colectiva estarán sujetos a la exoneración de reclamaciones incluida como parte del Acuerdo de Conciliación. Tras la aprobación definitiva, todos los Miembros de la Demanda Colectiva que no se hayan excluido del Acuerdo de Conciliación, y los Miembros del Acuerdo de PAGA, exonerarán a los Demandados y a las Partes Exoneradas de las Reclamaciones Resueltas de la Demanda Colectiva y las Reclamaciones Resueltas de PAGA descritas anteriormente. En otras palabras, si usted fue empleado de los Demandados en California durante el Período de la Demanda Colectiva y no se excluye del Acuerdo de Conciliación, se considerará que ha suscrito estas exoneraciones y que ha descargado las reclamaciones antes mencionadas. Además, tendrá prohibido a perpetuidad demandar a los Demandados y a las Partes Exoneradas en relación con las reclamaciones cubiertas en el marco del presente Acuerdo de Conciliación. En caso de que el Tribunal no apruebe el Acuerdo de Conciliación o que la aprobación no sea definitiva y firme por otro motivo, se continuará con el litigio.

V. AUDIENCIA PARA LA APROBACIÓN DEFINITIVA DEL ACUERDO DE CONCILIACIÓN

El Tribunal celebrará una audiencia en el Departamento 22, 720 9th Street, Sacramento, California 95814, el día 25 de julio de 2025, a las 9 a.m., para determinar si se debe aprobar definitivamente el Acuerdo por considerarlo justo, razonable y adecuado. Para comparecer a través de Zoom: <https://saccourt-ca-gov.zoomgov.com/join/92222222222>. Para comparecer por teléfono: (833) 568-8864 / ID 16184738886. Asimismo, se solicitará al Tribunal aprobar la solicitud de honorarios jurídicos y costas de los Abogados de la Demanda Colectiva, los Costos del Administrador del Acuerdo de Conciliación, y la Compensación por Servicios para la Representante de la Demanda Colectiva. La audiencia puede prorrogarse sin previo aviso. No es necesario que usted comparezca en esta audiencia.

VI. INFORMACIÓN ADICIONAL

SI TIENE ALGUNA PREGUNTA, LLAME A ILYM GROUP, INC. al número (888) 250-6810

Asimismo, puede consultar la Querella, la moción para la aprobación preliminar de los Abogados de la Demanda Colectiva, el Acuerdo y cualesquiera otros documentos exigidos por el Tribunal a través de <https://prod-portal-sacramento-ca.journaltech.com/public-portal/>. También puede ponerse en contacto con los Abogados de la Demanda Colectiva o con los Abogados de los Demandados mediante la información de contacto a continuación:

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Teléfono: (916) 525-0716
En nombre de la Demandante

Brian R. Weilbacher
Kathleen M. Fellows
LightGabler LLP
760 Paseo Camarillo, Suite 300
Camarillo, CA 93010
Teléfono: (805) 248-7208
En nombre de los Demandados

Rhonda Kraeber
Lora Vail French
KRAEBER LAW OFFICE
9040 Brentwood Blvd., Ste. B
Brentwood, CA 94513
(925) 420-0333
En nombre de los Demandados

LE ROGAMOS QUE NO LLAME POR TELÉFONO AL TRIBUNAL NI A LA SECRETARÍA PARA SOLICITAR INFORMACIÓN SOBRE ESTE ACUERDO DE CONCILIACIÓN O SOBRE EL PROCESO DE RECLAMACIÓN.

POR ORDEN DEL TRIBUNAL

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 «Class_Work_Weeks» weeks at Summit during the applicable Class Period (*i.e.* January 2, 2020, through December 16, 2024) and you worked «PAGA_Pay_Periods» 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 \$«Est_Individual_Settlement_Payment». 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:

II. 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 «PAGA_Pay_Periods» weeks during the applicable PAGA Period, which means your share of the PAGA Payment is estimated to be \$«Est_Individual_PAGA_Payment». 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 May 27, 2025. 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 May 27, 2025. 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 May 27, 2025. The request to opt out must be mailed by First Class U.S. Mail, or the equivalent, to:

ILYM Group Inc.
P.O. BOX 2031, Tustin, CA 92781
Tel: (888) 250-6810
Fax: (888) 845-6185

If you submit a request to opt out which is not postmarked by May 27, 2025, 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 May 27, 2025. 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 July 25, 2025, at 9:00 a.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 ILYM GROUP, INC. at (888) 250-6810

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

Gilson v. Summit Protective & Investigative Services, Inc., et al.

c/o ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

«ILYM_ID

QR

Code»

ILYM ID: «ilym_id» «PC»

«first_name» «last_name»

«Address_1»

«City», «state» «Zip_Code»

1 Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
2 Renald Konini (Cal. State Bar No. 312080)
Shimoda & Rodriguez Law, PC
3 9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
4 Telephone: (916) 525-0716
Facsimile: (916) 760-3733
5 Email: attorney@shimodalaw.com
jrodriguez@shimodalaw.com
6 rkonini@shimodalaw.com
7 Attorneys for Plaintiff ELIZABETH R. GILSON
individually and on behalf of similarly situated employees
8
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
14 employees,

15 Plaintiff,

16 vs.

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

20 Defendants.
21
22
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24
25

Case No. 24CV000013

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

CLASS ACTION

**EXHIBIT LIST AND EXHIBITS IN SUPPORT
OF PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: July 25, 2025

Time: 9:00 a.m.

Dept.: 22

Judge: Hon. Lauri A. Damrell

Filed: January 2, 2024

FAC Filed: March 8, 2024

Trial Date: None Set

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
A	Joint Stipulation Regarding Class Action and PAGA Settlement and Release
B	Plaintiff's Operative Complaint
C	Plaintiff's Letter to the LWDA Regarding PAGA Claims
D	Plaintiff's Itemized Costs
E	Proof of Submission of Proposed Settlement Agreement to LWDA
F	Summary of Plaintiff's Counsel's Hours
G	Addendum to the Joint Stipulation Regarding Class Action and PAGA Settlement and Release

Dated: July 2, 2025

Shimoda & Rodriguez Law, PC

By: 
 Galen T. Shimoda
 Justin P. Rodriguez
 Renald Konini
 Attorneys for Plaintiff

Exhibit A

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Justin P. Rodriguez (Cal. State Bar No. 278275)
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5

6 Attorneys for Plaintiff ELIZABETH R. GILSON individually
and on behalf of similarly situated employees
7

8 [additional counsel & parties identified on next page]
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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21 Attorneys for Defendants

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
8 Dated: 1/22/25 _____

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

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

Exhibit B

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

Attorneys for Plaintiff ELIZABETH R. GILSON

**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

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

- 1. Failure to Pay Overtime Wages**
- 2. Failure to Pay Minimum Wages**
- 3. Meal Period Violations**
- 4. Rest Period Violations**
- 5. Wage Statement Violations**
- 6. Waiting Time Penalties**
- 7. Failure to Reimburse Expenses**
- 8. Unfair Competition**
- 9. Private Attorneys General Act**

DEMAND FOR JURY TRIAL

Plaintiff ELIZABETH R. GILSON (“Plaintiff”), on behalf of herself and all other similarly situated employees, hereby files this First Amended Complaint against Defendants SUMMIT PROTECTIVE & INVESTIGATIVE SERVICES, INC., a California Corporation; YUTA NAKAI, an individual; and DOES 1 to 100, inclusive (hereinafter all collectively referred to as “Defendants”). On information and belief, Plaintiff alleges the following:

1 **INTRODUCTION**

2 1. This is a class action lawsuit brought by Plaintiff for failure to pay overtime wages,
3 failure to pay minimum wages, meal period violations, rest period violations, wage statement violations,
4 failure to pay all wages owed at separation, failure to reimburse all reasonably incurred business
5 expenses, and unfair competition.

6 **JURISDICTION AND VENUE**

7 2. The Sacramento County Superior Court has jurisdiction in this matter pursuant to
8 California Code of Civil Procedure section 410.10 to determine alleged violations of the California
9 Labor Code, California Business and Professions Code, and Wage Order No. 4.

10 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a), and 395.5, in that
11 Defendants reside in Sacramento County. In addition, some of the wrongful acts and violations of law
12 asserted herein occurred within Sacramento County, and Defendants' obligation to pay wages arose in
13 Sacramento County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36 Cal.3d 403, 414
14 (1984).

15 4. Plaintiff sought permission pursuant to California Labor Code section 2699 *et seq.* to
16 pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf
17 of herself and other similarly situated employees. Pursuant to California Labor Code section 2699.3,
18 Plaintiff gave written notice via online submission to the Labor and Workforce Development Agency
19 (“LWDA”) on approximately December 29, 2023. Plaintiff provided facts and legal basis for her claims
20 within the notice to the LWDA on all violations asserted under the Private Attorneys General Act cause
21 of action. Plaintiff also submitted the \$75.00 filing fee. The December 29, 2023, notice was also sent
22 via certified mail to Defendants on the same day. To date, the LWDA has not provided any response to
23 Plaintiff’s notice correspondence. Accordingly, Plaintiff has exhausted all administrative remedies
24 pursuant to the Private Attorneys General Act (“PAGA”) and may bring this action on behalf of herself
25 and all similarly situated employees, *i.e.* Aggrieved Employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A),
26 (c)(3); *Caliber Bodyworks, Inc., v. Sup. Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19 (2005).
27 Aggrieved Employees include, but is not limited to the following: all non-exempt employees who work,
28 or who have worked, for Defendants in California between December 29, 2022 to present.

PARTIES

5. ELIZABETH R. GILSON is an individual over the age of eighteen (18) and is a resident of the State of California.

6. On information and belief, Plaintiff alleges, SUMMIT PROTECTIVE & INVESTIGATIVE SERVICES, INC., is now and/or at all times mentioned in this Complaint was a California Corporation and the owner and operator of an industry, business and/or facility doing business in the State of California.

7. On information and belief, Plaintiff alleges, YUTA NAKAI, is now and/or at all times mentioned in this Complaint was an individual and the owner and operator of an industry, business and/or facility doing business in the State of California. Plaintiff is informed and believes, and thereupon alleges, that YUTA NAKAI is an individual over the age of eighteen (18) and is a resident of the State of California. Plaintiff further alleges that YUTA NAKAI is an owner, director, officer, and/or managing agent of SUMMIT PROTECTIVE & INVESTIGATIVE SERVICES, INC., responsible for causing the violations outlined in the first through seventh causes of action. As such YUTA NAKAI is individually liable pursuant to California Labor Code section 558.1.

8. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true names and capacities of these DOE Defendants when they are ascertained.

9. At all times mentioned herein, each Defendant was the agent or employee of each of the other Defendants and was acting within the course and scope of such agency or employment. The Defendants are jointly and severally liable to Plaintiff.

10. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint employment, joint venture, partnership and common enterprise, and were acting within the course and scope of, and in pursuance of said joint employment, joint venture, partnership and common enterprise.

11. Defendants, and each of them, now and/or at all times mentioned in this Complaint approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

12. Defendants proximately caused Plaintiff to be subjected to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

CLASS ALLEGATIONS

13. Plaintiff brings the First through Eighth Causes of Action on behalf of herself and all others similarly situated as a class action pursuant to California Code of Civil Procedure section 382. The class which Plaintiff seeks to represent is composed of, and defined, as follows:

All non-exempt employees who work, or have worked, for Defendants in California at any time between January 2, 2020, to the present.

14. This action has been brought and may be properly maintained as a class action, pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-defined community of interests in the litigation and the proposed class is easily ascertainable.

(a) Numerosity: The putative class is so numerous that the individual joinder of all members is impracticable under the circumstances of this case. While the exact number of class members is unknown to Plaintiff at this time, Plaintiff is informed and believes that Defendants have employed as many as fifty (50) individuals falling within the above stated class definition throughout the State of California during the applicable statute of limitations, who were subjected to the policies and practices outlined in this Complaint. As such, joinder of all members of the putative class is not practicable.

(b) Common Questions Predominate: Common questions of law and fact exist as to all members of the putative class and predominate over questions that affect only individual members of the class. These common questions of law and fact include, without limitation, the following:

- (1) Whether Defendants failed to pay Plaintiff and putative class members for all hours worked;
- (2) Whether Defendant's failed to pay Plaintiff and putative class members all overtime wages owed at 1.5x the regular rate of pay;
- (3) Whether Defendants provided pay Plaintiff and putative class members with legally complaint meal periods;

- 1 (4) Whether Defendants provided pay Plaintiff and putative class members with
2 legally complaint rest periods;
- 3 (5) Whether Defendants had a policy requiring on call meal and/or rest periods;
- 4 (6) Whether Defendants had a policy requiring employees to remain on the
5 employer's premises during meal and/or rest periods;
- 6 (7) Whether Defendants failed to reimburse Plaintiff and putative class members for
7 all expenses incurred as a result of their employment;
- 8 (8) Whether as a result of Defendants' policies and practices Plaintiff's and putative
9 class members received all wages, due and owing, at the time of their termination
10 or separation; and
- 11 (9) Whether Defendants provided Plaintiff's and putative class members with wage
12 statements that complied with Labor Code section 226.
- 13 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative
14 class. The putative class also sustained damages arising out of Defendants' common
15 course of conduct in violation of the law as complained of herein. Plaintiff was subject
16 each of the unlawful practices also being alleged to have been suffered by putative class
17 members. Additionally, Defendants issued Plaintiff and all members of the putative class
18 wage statements that did not comply with Labor Code section 226. As a result, Plaintiff
19 and each member of the putative class will have suffered the same type of harm and seek
20 the same type of recovery based on the same legal theories.
- 21 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the
22 putative class. For all relevant times, Plaintiff resided in California and worked for
23 Defendants in California. Moreover, Plaintiff is an adequate representative of the
24 putative class as Plaintiff has no interests that are adverse to those of putative class
25 members. Additionally, Plaintiff has retained counsel who has substantial experience in
26 complex civil litigation and wage and hour matters.
- 27 (e) Superiority: A class action is superior to other available means for the fair and efficient
28 adjudication of the controversy since individual joinder of all members of the putative

class is impracticable. Class action treatment will permit a larger number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. Further, as damages suffered by each individual member of the class may be relatively small, the expenses and burden of the individual litigation would make it difficult or impossible for individual members of the class to redress the wrongs done to them, and an important public interest will be served by addressing the matter as a class action. The cost to the court system of adjudication of such individualized litigation would be substantial. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

15. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

GENERAL ALLEGATIONS

16. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 15 as though fully set forth herein.

17. Plaintiff worked for Defendants as an hourly security guard from approximately June 2023 to August 2023.

18. Defendants failed to pay Plaintiff and similarly situated employees for all hours worked, including all overtime wages owed when employees worked over eight (8) hours a day and/or forty (40) hours a week. Plaintiff and similarly situated employees were required to remain on site during their entire shifts and were not able to leave at the end of their shift until relieved by the next shift. Defendants had a policy prohibiting Plaintiff's and similarly situated employees' from documenting these hours worked at the end of their shifts. This regularly resulted in the failure to pay Plaintiff and similarly situated employees for all hours worked.

19. Throughout Plaintiff's and similarly situated employees' employment, Defendants had a uniform policy and practice of requiring Plaintiff and similarly situated employees to remain at their work sites during their meal and rest periods. Defendants had no policy in place to relieve Plaintiff and similarly situated employees, so they could take off-duty meal and rest periods. Plaintiff and similarly

1 situated employees were typically scheduled to be the only guard on site during a shift. This scheduling
2 was based on Defendants' client preferences and contract pricing. Moreover, Plaintiff and similarly
3 situated employees had to keep their phones with them at all times and remain vigilant, including during
4 meal and rest periods, in case there was a security incident. It was Defendants default practice to have
5 all employees agree to work on duty meal periods, regardless of the availability of relief employees, on
6 site or as roving reliever employees. Defendants based the determination of whether on-duty meal
7 periods were needed on whether or not their clients wanted to pay for the service, not the nature of the
8 work. Defendants did not pay Plaintiff and similarly situated employees all meal and/or rest period
9 premiums owed that resulting from the failure to provide duty-free meal and rest periods.

10 20. Plaintiff and similarly situated employees were regularly required to use their personal
11 cell phone for work purposes. Defendants required Plaintiff and similarly situated employees to use
12 their personal cell phones to record their hours worked and/or use employer sponsored applications
13 related to scheduling and to speak with office staff and supervisors regarding on site security issues.

14 21. As a result of Defendants' failure to pay Plaintiff and similarly situated employees all
15 overtime wages, minimum wages, and meal and rest period premiums owed, the wage statements
16 Defendants issued were defective. Specifically, Defendants did not accurately list total hours worked,
17 wages due, and total missed meal and rest period premiums earned, and the corresponding rates of pay.

18 22. As a further result of Defendants' failure to pay Plaintiff and similarly situated employees
19 for all regular and overtime hours worked, failure to pay meal and rest period premiums, and sick leave
20 wages, Defendants failed to provide all final wages owed to Plaintiff and similarly situated employees
21 within twenty-four (24) hours of their termination or seventy-two (72) hours of their resignation.

22 **CAUSES OF ACTION**

23 **FIRST CAUSE OF ACTION**
24 **FAILURE TO PAY OVERTIME WAGES**
25 **(As to all Defendants)**

26 23. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 22 as though fully
27 set forth herein.

28 24. During the period Plaintiff was employed by Defendants, Defendants were required to
compensate Plaintiff at one and one-half (1½) times the regular rate of pay for hours worked in excess of

1 eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for
2 hours worked in excess of twelve (12) hours per day. *See, e.g.*, IWC Wage Order No. 4, section (3)(A);
3 Cal. Lab. Code §§ 510, 1194.

4 25. Plaintiff and similarly situated employees worked in excess of eight (8) hours per day
5 and/or forty (40) hours per week on several occasions while employed by Defendants. However,
6 Defendants failed to compensate Plaintiff and similarly situated employees for all overtime hours
7 worked at their regular rate of pay.

8 26. Plaintiff and similarly situated employees were not exempt from overtime protections
9 employees under the California Wage Orders and Labor Code.

10 27. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
11 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
12 the extent pertinent as if set forth here in full.

13 **SECOND CAUSE OF ACTION**
14 **FAILURE TO PAY MINIMUM WAGES**
15 **(As to all Defendants)**

16 28. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 27 as though fully
17 set forth herein.

18 29. For the period preceding the filing of this Complaint, Defendants were required to
19 compensate Plaintiff and similarly situated employees with at least California's applicable minimum for
20 every hour worked. *See* MW-Order 2019; IWC Wage Order, No. 4, section 4(A); Cal. Lab. Code §
21 1194.

22 30. Plaintiff was not exempt to the State's Minimum Wage Order. Defendants aware of their
23 obligation to pay the minimum wage for each hour worked but failed to do so.

24 31. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
25 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
26 the extent pertinent as if set forth here in full.
27
28

THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(As to all Defendants)

32. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 31 as though fully set forth herein.

33. An employer must provide an employee a meal period in accordance with the applicable Wage Order, and California Labor Code sections 226.7 and 512.

34. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 4, section 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30) minutes for each work period of more than five (5) hours.

35. California Labor Code section 512 and Wage Order No. 4 section 11(B) further provide that employers may not employ employees for a work period for more than ten (10) hours per day without providing the employee with a second meal period of at least thirty (30) minutes. However, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. Employees are entitled to one (1) hour of pay at their regular rate of compensation for each meal period not provided.

36. Defendants employed Plaintiff and similarly situated employees for periods of more than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal period of at least thirty (30) minutes when Plaintiff and similarly situated employees worked more than ten (10) hours in a day. Defendants also failed to allow Plaintiff and similarly situated employees to take their first meal period before the completion of their fifth hour of work and failed to allow Plaintiff and similarly situated employees to take their second meal period before the completion of their tenth hour of work. Plaintiff and similarly situated employees did not waive their rights to all meal periods throughout their employment.

37. Defendants further failed to pay Plaintiff and similarly situated employees the applicable meal period premiums for any such missed meal breaks.

38. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FOURTH CAUSE OF ACTION
REST PERIOD VIOLATIONS
(As to all Defendants)

39. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 38 as though fully set forth herein.

40. An employer must provide an employee a rest period in accordance with the applicable Wage Order and California Labor Code section 226.7.

41. California Labor Code section 226.7 and Wage Order No. 4, section 12(A) require an employer to provide a rest period of not less than ten (10) minutes for each work period of more than four (4) hours or a major fraction thereof.

42. Plaintiff alleges that Defendants failed to authorize and permit Plaintiff and similarly situated employees to take paid rest periods of at least ten (10) minutes for each work period that they worked more than four (4) hours or a major fraction thereof.

43. Defendants further failed to pay Plaintiff and similarly situated employees the applicable rest period premiums for any such missed rest periods.

44. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FIFTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(As to all Defendants)

45. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 44 as though fully set forth herein.

46. Pursuant to California Labor Code section 226(a), an employer must provide an itemized statement to an employee, semimonthly or at the time of each payment of wages, showing:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and

1 *the last four digits of his or her social security number or an employee*
2 *identification number other than a social security number, (8) the name*
3 *and address of the legal entity that is the employer and, if the employer is*
4 *a farm labor contractor, as defined in subdivision (b) of Section 1682, the*
5 *name and address of the legal entity that secured the services of the*
6 *employer, and (9) all applicable hourly rates in effect during the pay*
7 *period and the corresponding number of hours worked at each hourly rate*
8 *by the employee. The deductions made from payment of wages shall be*
9 *recorded in ink or other indelible form, properly dated, showing the*
10 *month, day, and year, and a copy of the statement and the record of the*
11 *deductions shall be kept on file by the employer for at least three years at*
12 *the place of employment or at a central location within the State of*
13 *California.*

14 47. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an
15 itemized statement or failed to provide an accurate and complete itemized statement showing the
16 requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not
17 accurately list total hours worked, wages due, and total missed meal and rest period premiums
18 earned, and the corresponding rates of pay. Plaintiff and similarly situated employees were not able
19 to promptly and easily determine their total hours worked from their paystubs alone. Additionally,
20 Plaintiff and similarly situated employees suffered confusion over whether they received all wages
21 owed and were prevented from effectively challenging information on their wage statements.

22 48. As a proximate result of Defendants' conduct, Plaintiff and similarly situated
23 employees have been damaged as stated in the section below entitled "DAMAGES," which is
24 incorporated here to the extent pertinent as if set forth here in full.

25 **SIXTH CAUSE OF ACTION**
26 **WAITING TIME PENALTIES**
27 **(As to all Defendants)**

28 49. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 48 as though fully
set forth herein.

50. An employer must pay an employee who is terminated all unpaid wages immediately
upon termination. See Cal. Lab. Code § 201.

51. An employer must pay an employee who resigns all unpaid wages within seventy-two
(72) hours of their resignation. See Cal. Lab. Code § 202.

52. Plaintiff and similarly situated employees did not receive all wages, including minimum and overtime wages, meal and rest period premiums, or all sick leave pay owed at their termination or within the required time after their separation from employment.

53. An employer who willfully fails to pay an employee wages in accordance with California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days. *See* Cal. Lab. Code § 203.

54. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees' their final wages when their employment terminated. Such conduct shows Defendants had knowledge of earned, but unpaid wages at the time of separation, yet Defendants still refused to pay the remaining wages owed.

55. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by thirty (30) days for Defendants' failure to pay all wages due.

SEVENTH CAUSE OF ACTION
FAILURE TO REIMBURSE EXPENSES
(As to all Defendants)

56. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 55 as though fully set forth herein.

57. California Labor Code section 2802(a) states that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.”

58. Defendants required Plaintiff and similarly situated employees to use their personal cell phones but failed to reimburse them for such use.

59. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

EIGHTH CAUSE OF ACTION
UNFAIR COMPETITION
(As to SUMMIT PROTECTIVE & INVESTIGATIVE SERVICES, INC. and DOES 1 to 100)

60. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 59 as though fully set forth herein.

61. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. See California Business and Professions (“B&P”) Code § 17200.

62. Plaintiff and similarly situated employees were not paid all wages owed, including minimum and overtime wages, and meal and rest period premiums, paid sick leave, or reimbursed for business expenses, during their employment or any time thereafter.

63. Plaintiff further alleges that such actions and/or conduct constitute a violation of the California Unfair Competition Law (“UCL”) (Business and Professions Code 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

64. As a direct and legal result of the Defendants’ conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code sections 17203, 17208, violations of the California Labor Code all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

NINTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(As to all Defendants)

65. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 64 as though fully set forth herein.

66. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the following provisions of the Labor Code in their dealings with Plaintiff and other similarly situated current and former employees:

- Violation of Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure to Pay Overtime Wages)

- Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 4, § 4 (Failure to Pay Minimum Wages)
- Violation of Labor Code §§ 226.7, 512 and Wage Order No. 4, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code § 226.7 and Wage Order No. 4, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)
- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)
- Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)
- Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)

67. Plaintiff seeks civil penalties against Defendants as provided in the California Labor Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section 2699(f)(2).

68. Plaintiff seeks these civil penalties from Defendants pursuant to California Labor Code sections 2699(a) and 2699.3.

69. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;

- 1 c. For reasonable attorney's fees and costs incurred pursuant to California Labor
2 Code section 1194;
- 3 3. As to the Second Cause of Action:
- 4 a. Wages in an amount to be proven at trial;
- 5 b. Interest for the wages due pursuant to California Labor Code section 1194;
- 6 c. For reasonable attorney's fees and costs incurred pursuant to California Labor
7 Code section 1194;
- 8 d. Liquidated damages pursuant to California Labor Code section 1194.2;
- 9 4. As to the Third Cause of Action:
- 10 a. Wages in an amount to be proven at trial;
- 11 b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
12 section 1021.5;
- 13 5. As to the Fourth Cause of Action:
- 14 a. Wages in an amount to be proven at trial;
- 15 b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
16 section 1021.5;
- 17 6. As to the Fifth Cause of Action:
- 18 a. Penalties as provided for in Labor Code section 226, including the greater of all
19 actual damages or fifty dollars (\$50.00) for the initial pay period in which the
20 violation occurred and one hundred dollars (\$100.00) per employee for each
21 violation in the subsequent pay periods, but not to exceed four thousand dollars
22 (\$4,000.00);
- 23 b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section
24 226(e);
- 25 7. As to the Seventh Cause of Action:
- 26 a. An amount to be proven at trial;
- 27 b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);
- 28 8. As to the Ninth Cause of Action:

- 1 a. For civil penalties as provided in the Labor Code for each enumerated
2 violation;
- 3 b. For those Labor Code sections where there is no civil penalty provided for their
4 violation, the default penalty provided in Labor Code section 2699(f): for any
5 initial violation, one hundred dollars (\$100) for each aggrieved employee per pay
6 period; For any subsequent violation, two hundred dollars (\$200) for each
7 aggrieved employee per pay period;
- 8 c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
- 9 d. For any other remedies as allowed by law and/or deemed appropriate by the
10 Court;
- 11 9. For such other and further relief as this Court may deem just and proper,
12 including, but not limited to:
- 13 a. Wages as proved at trial;
- 14 b. Injunctive and Declaratory relief;
- 15 c. Attorney's fees and costs as provided for by law; and
- 16 d. Interest.

17
18 Dated: March 8, 2024

Shimoda & Rodriguez Law, PC

19
20 By: _____


Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Plaintiff

1 *Gilson v. Summit Protective & Investigative Services, Inc.*
2 *Sacramento County Superior Court of California, 24CV000013*

3 **PROOF OF SERVICE — CCP §§ 1010.6, 1013a and 2015.5**
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Shaniya Baird, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to
7 the within above-entitled action.

8 On March 8, 2024, I served the following documents on the party below:

9 • **FIRST AMENDED COMPLAINT FOR DAMAGES**

10 Kathy Fellows 11 Brian Weilbacher 12 Ellen Rivera 13 LightGabler LLP 14 760 Paseo Camarillo, Suite 300 Camarillo, California 93010 Phone: (805) 248-7208 Facsimile: (805) 248-7209 Email: kfellows@lightgablerlaw.com bweilbacher@lightgablerlaw.com erivera@lightgablerlaw.com	Lora Vail French Kraeber Law Office 9040 Brentwood Boulevard, Suite B Brentwood, California 94513 Phone: (925) 420-0333 Facsimile: (925) 392-0433 Email: lora@kraeberlaw.com rhonda@kraeberlaw.com
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15 [] [By Mail] I am familiar with my employer's practice for the collection and
16 processing of correspondence for mailing with the United States Postal
17 Service and that each day's mail is deposited with the United States Postal
18 Service that same day in the ordinary course of business. On the date set
19 forth above, I served the aforementioned document(s) on the parties in
said action by placing a true copy thereof enclosed in a sealed envelope
with postage thereon fully prepaid, for collection and mailing on this date,
following ordinary business practices, at Salt Lake City, Utah, addressed
as set forth above.

20 [] [By Personal Service] By personally delivering a true copy thereof to the
office of the addressee above.

21 [XXX] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown
22 above. No error was reported by the e-mail service that I used.

23 [] [By Overnight Courier] By causing a true copy and/or original thereof to
24 be personally delivered via the following overnight courier service: UPS.

25 I declare under penalty of perjury under the laws of the State of California that the foregoing
26 is true and correct, and that this declaration was executed on March 8, 2024, at Salt Lake City,
Utah.

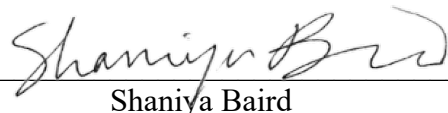
27 
28 Shaniya Baird

Exhibit C



Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd.
Suite #120
Elk Grove, CA 95624
Ph. (916) 525-0716
Fax (916) 760-3733
www.shimodalaw.com

December 29, 2023

For Online Filing:

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Gilson v. Summit Protective & Investigative Services, Inc.*

Dear Labor Commissioner,

As counsel for Elizabeth R. Gilson (“Plaintiff”), I am writing to provide you and the following “employers” notice pursuant to California Labor Code section 2699.3:

Summit Protective & Investigative Services, Inc.
5931 Stanley Ave, Suite 5
Carmichael, CA, 95608

Yuta Nakai
5931 Stanley Ave, Suite 5
Carmichael, CA, 95608

We are setting forth the “facts and theories” to support each of the counts found within this complaint. Please notify us of your intent to investigate any or all of the claims alleged herein against Summit Protective & Investigative Services, Inc., and Yuta Nakai (“Defendants”). Should you decide not to investigate, we request that you allow us to bring the following action on behalf of Plaintiff and all Aggrieved Employees, pursuant to Labor Code section 2699(a). Specifically, Aggrieved Employees shall include, but is not limited to the following: all non-exempt employees who work, or who have worked, for Defendants in California at any time between one (1) year prior to the date of this notice to present. Plaintiff is clearly entitled to bring a Private Attorneys General Act (“PAGA”) claim for civil penalties on behalf of these individuals pursuant to *Huff v. Securitas Security Services USA, Inc.*, 23 Cal.App.5th 745, 757 (2018) (finding a plaintiff has PAGA standing if affected by one of the alleged violations; the plaintiff need not have personally experienced all the violations pursued in PAGA action).

A. FACTS

Plaintiff worked for Defendants as an hourly security guard from approximately June 2023 to August 2023.



Defendants failed to pay Plaintiff and similarly situated employees for all hours worked, including all overtime wages owed when employees worked over eight (8) hours a day and/or forty (40) hours a week. Plaintiff and similarly situated employees were required to remain on site during their entire shifts and were not able to leave at the end of their shift until relieved by the next shift. Defendants had a policy prohibiting Plaintiff's and similarly situated employees' from documenting these hours worked at the end of their shifts. This regularly resulted in the failure to pay Plaintiff and similarly situated employees for all hours worked.

Throughout Plaintiff's and similarly situated employees' employment, Defendants had a uniform policy and practice of requiring Plaintiff and similarly situated employees to remain at their work sites during their meal and rest periods. Defendants had no policy in place to relieve Plaintiff and similarly situated employees, so they could take off-duty meal and rest periods. Plaintiff and similarly situated employees were typically scheduled to be the only guard on site during a shift. This scheduling was based on Defendants' client preferences and contract pricing. Moreover, Plaintiff and similarly situated employees had to keep their phones with them at all times and remain vigilant, including during meal and rest periods, in case there was a security incident. It was Defendants default practice to have all employees agree to work on duty meal periods, regardless of the availability of relief employees, on site or as roving reliever employees. Defendants based the determination of whether on-duty meal periods were needed on whether or not their clients wanted to pay for the service, not the nature of the work. Defendants did not pay Plaintiff and similarly situated employees all meal and/or rest period premiums owed that resulting from the failure to provide duty-free meal and rest periods.

Plaintiff and similarly situated employees were regularly required to use their personal cell phone for work purposes. Defendants required Plaintiff and similarly situated employees to use their personal cell phones to record their hours worked and/or use employer sponsored applications related to scheduling and to speak with office staff and supervisors regarding on site security issues.

As a result of Defendants' failure to pay Plaintiff and similarly situated employees all overtime wages, minimum wages, and meal and rest period premiums owed, the wage statements Defendants issued were defective. Specifically, Defendants did not accurately list total hours worked, wages due, and total missed meal and rest period premiums earned, and the corresponding rates of pay.

As a further result of Defendants' failure to pay Plaintiff and similarly situated employees for all regular and overtime hours worked, failure to pay meal and rest period premiums, and sick leave wages, Defendants failed to provide all final wages owed to Plaintiff and Aggrieved Employees within twenty-four (24) hours of their termination or seventy-two (72) hours of their resignation.



B. ALLEGATIONS AND CHARGES

Count 1 – Violation of Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure to Pay Overtime Wages)

Labor Code sections 510 and 1194 require employers to pay employees 1 ½ times their regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay employees 1 ½ times their regular rate of pay for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay employees 2 times their regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Plaintiff and Aggrieved Employees worked over eight (8) hours per day and forty (40) hours per week and were not paid all overtime wages owed. Plaintiff and all Aggrieved Employees are entitled to recover all unpaid overtime wages. Failure to pay such wages is against the law.

Count 2 – Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 4, § 4 (Failure to Pay Minimum Wages)

During the period Plaintiff and Aggrieved Employees were employed by Defendants they were entitled to be paid at least the State's minimum wage rate for each hour that they worked. *See, e.g.*, IWC Wage Order MW-2019; IWC Wage Order No. 4, § (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendants did not pay Plaintiff and Aggrieved Employees for all hours worked. Thus, Plaintiff and Aggrieved Employees were not paid at least the applicable state minimum wage for those hours worked. This is against the law.

Count 3 - Violation of Labor Code §§ 226.7, 512 and Wage Order No. 4, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 4, section 11(A) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked, which is to be taken before the completion of the fifth hour. Labor Code section 512 and Wage Order No. 4, section 11(B) further provide that employers may not employ employees for a work period of more than ten (10) hours per day without providing the employee with a second meal period of thirty (30) minutes; however, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendants also failed to pay any meal period premiums for their failure to provide meal periods. This was in violation of the law.



Count 4 – Violation of Labor Code § 226.7 and Wage Order No. 4, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 4, section 12(A) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant rest periods pursuant to California law. Defendants also failed to pay any rest period premiums for their failure to provide rest periods. This was in violation of the law.

Count 5 – Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)

Labor Code section 226 requires employers to furnish to employees with “an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” For the reasons stated above, Defendants failed to comply with these requirements with respect to Plaintiff and Aggrieved Employees. This is in violation of the law.

Count 6 – Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)

Labor Code sections 201-203 require that all wages, including overtime, minimum wages, and meal and rest period premiums, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Plaintiff and Aggrieved Employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201-203. This is in violation of the law.

Count 7 – Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

Labor Code section 2802(a) states that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions,



believed them to be unlawful.” Defendants failed to pay any reimbursements for use of their personal cell phones by Plaintiff and Aggrieved Employees. This was in violation of the law.

Count 8 – Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)

Labor Code section 558 states that it is unlawful for any employer, or other person acting on behalf of an employer, to violate or cause to be violated any of sections 500 to 558.1 of the Labor Code or any order of the Industrial Welfare Commission. Similarly, Labor Code section 558.1 states that it is unlawful for any employer or other person acting on behalf of an employer to violate, or cause to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, as well as Sections 203, 226, 226.7, 1193.6, 1194, or 2802 of the Labor Code. As described above, Defendants, by and through Defendants agents, violated Plaintiff and Aggrieved Employees’ rights provided for under Labor Code sections 558 and 558.1 as well as the incorporated Wage Orders and incorporated statutes therein. Yuta Nakai was an officer, director, shareholder, and/or managing agent of Defendants responsible for the violations stated herein as he was in a position of authority with the power and responsibility to monitor, institute, and/or modify the unlawful practices, but chose to ratify them instead. This is against the law.

Count 9 – Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)

Labor Code section 226.3 provides that any employer who fails to maintain records required by Labor Code section 226(a) or provide records required by 226(a) shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation. Labor Code section 1174(d) provides that employers must keep and maintain accurate payroll records showing the hours worked daily by, and the wages paid to, employees. Defendants failed to maintain the accurate records required by law and, instead, maintained incomplete, inaccurate records regarding Plaintiff and Aggrieved Employees’ wage records and hours worked. This was against the law.

Count 10 – Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)

Labor Code sections 246, *et seq.*, mandate that employers must provide California employees, who work thirty (30) or more days within a year for the employer, paid sick leave of at least one (1) hour for every thirty (30) hours worked that begins to accrue at the commencement of employment. An employer may use a different accrual method, other than providing one hour per every 30 hours worked, provided that the accrual is on a regular basis so that an employee has no less than twenty-four (24) hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period. An

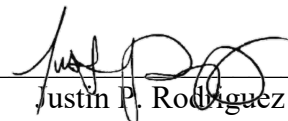


employer may limit the use of sick leave to either twenty-four (24) hours or the equivalent of three (3) days, whichever is greater, during a year period. However, employers using an accrual method rather than a lump sum method must allow employees to accrue up to forty-eight (48) hours or the equivalent of six (6) days at any given time. Employers must authorize employees to take paid sick leave under the conditions set forth in the Healthy Workplaces, Healthy Families Act of 2014 (“HWHFA”) for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. Any sick leave taken must be paid at the employee’s regular rate of pay. For the reasons state above, Defendants failed to provide Plaintiff and Aggrieved Employees with sick leave meeting the requirements set forth in HWHFA.

If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact our office.

Very truly yours,

Shimoda & Rodriguez Law, PC

By:  _____
Justin P. Rodriguez

JPR

cc: Client via e-mail

1 *Gilson v. Summit Protective & Investigative Services, Inc.*

2 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
3 **and California Rules of Court, Rule 1.21 and Rule 2.150**

4 I, Miriam Tapia, declare that:

5 I am a citizen of the United States and am over the age of eighteen years and not a party to
6 the within above-entitled action.

7 On December 29, 2023, I served the following documents on the party below:

- 8 • Private Attorney General Act Letter

9
10 Summit Protective & Investigative Services, Inc.
11 5931 Stanley Ave, Suite 5
12 Carmichael, CA, 95608

Yuta Nakai
5931 Stanley Ave, Suite 5
Carmichael, CA, 95608

13 [XXX] [By Certified Mail] I am familiar with my employer's practice for the collection
14 and processing of correspondence for mailing with the United States Postal
15 Service and that each day's mail is deposited with the United States Postal
16 Service that same day in the ordinary course of business. On the date set forth
above, I served the aforementioned document(s) on the parties in said action by
placing a true copy thereof enclosed in a sealed envelope with postage thereon
fully prepaid, for collection and mailing on this date, following ordinary business
practices, at Salt Lake City, addressed as set forth above.

17 [] [By Personal Service] By personally delivering a true copy thereof to the office
18 of the addressee above.

19 [] [By Overnight Courier] By causing a true copy and/or original thereof to be
personally delivered via the following overnight courier service:_____.

20 I declare under penalty of perjury under the laws of the State of California that the foregoing
21 is true and correct, and that this declaration was executed on December 29, 2023, at Salt Lake City,
22 Utah.

23 Miriam Tapia
24 Miriam Tapia
25
26
27
28

Exhibit D

Date	Description	Amount
12/29/2023	Certified Mail - PAGA Ltr to Defendants	\$15.80
12/29/2023	Payment to LWDA - PAGA Filing Fee	\$75.00
12/29/2023	Administration/Copy Fee - Class Action - Phone, Fax, Scan, Copying, Westlaw Legal Research Fees	\$500.00
1/8/2024	One Legal Service Fee - complaint fee \$435, complex fee \$1000, filing fee \$144.25	\$1,579.25
1/17/2024	Affordable Legal Service Fee - Summit Protective services inv 200745-01	\$71.00
1/25/2024	One Legal Service Fee - proof of service order 22038116	\$13.85
1/25/2024	One Legal Service Fee - proof of service order 22094444	\$16.88
3/11/2024	One Legal Service Fee - Amended complaint 22413517	\$16.88
3/14/2024	Priority Mail - N&As for both Defendants to opposing counsel.	\$15.98
4/4/2024	Mediation fee	\$8,000.00
4/8/2024	Affordable Legal Service Fee - Summit Protective inv 200745	\$71.00
4/23/2024	One Legal Service Fee - Proof of Service by mail 22733558	\$16.88
9/6/2024	One Legal Service Fee - case management 23674103	\$17.45
11/26/2024	One Legal Service Fee - joint case management 24214030	\$17.50
1/23/2025	One Legal Service Fee - Motion for Preliminary Approval	\$82.34
1/30/2025	One Legal Service Fee - Joint case Management Statement 24611626	\$19.36
2/25/2025	One Legal Service Fee - declaration 24787927	\$19.36
3/3/2025	One Legal Service Fee - Declaration 24774949	\$19.36
Anticipated	One Legal Service Fee - Motion for Final Approval	\$125.00
Anticipated	One Legal Service Fee - Notice of Entry Re Final Approval Order	\$25.00
Anticipated	One Legal Service Fee - Compliance Declaration	\$25.00

TOTAL: \$10,742.89

Exhibit E

Exhibit F

TASK CATEGORY			
<u>Pre-filing investigation, Pleadings, Admin Exhaustion, and Related Law & Motion.</u>	GTS	JPR	RK
and review of claims and documents; Pre-filing investigation/research; Review of payroll records and prior filings against Defendant; Drafting pleadings, notices, administrative filings; Reviewing and responding to pleadings and court filings; Communications with opposing counsel regarding same, internal communications regarding same, and communications with client regarding same.	9.2	7.3	1.4
<u>Case Review, Management, Strategy Meetings, Dispositive Motions.</u>			
Includes time spent discussing general plan of action updates and strategies in weekly meetings; Research and analysis regarding claim elements and issues affecting representative litigation; Preparing for case management conferences and related meet/confer, drafting of statements, and attendance for hearings; Reviewing minute orders and general correspondence from the Court regarding case management and assignments; Communications with opposing counsel regarding same, internal communications regarding same, and communications with client regarding same.	14.8	12.6	8.9
<u>Discovery (Pre-Mediation/Non-Mediation Related), Related Law & Motion, and Hearings.</u>			
Includes time spent preparing discovery requests, Belaire Notices, and Protective Order; Document review and analysis; Seek out witnesses for interviews and obtaining declarations; Review public records requests regarding prior labor commissioner filings and prior wage and hour lawsuits; Communications with opposing counsel regarding same, internal communications regarding same, and communications with client regarding same.	-	3.1	2.2
<u>Discovery / Investigation for Mediation.</u>			
Includes time spent preparing informal discovery specifically geared towards mediation, reviewing informal mediation productions, including data, analyses, documents, and public records; Performing damages analysis; Communications with opposing counsel regarding same, internal communications regarding same, and communications with client regarding same.	2.2	28.4	-
<u>Mediation / Settlement Conference / Direct Negotiations.</u>			
Includes time spent drafting/revising mediation brief and accompanying exhibits; Drafting pocket briefs; Review documents productions for potential exhibits; Preparing for and attending mediation; Pre/Post-mediation calls with mediator; Legal research relating to issues on day of mediation; Review of financial records regarding financial distress claims; Direct negotiations with opposing counsel both before and after mediations; Preparing working draft of MOU; Communications with opposing counsel regarding same, internal communications regarding same, and communications with client regarding same.	9.5	25.7	6.1
<u>Drafting Settlement Agreements.</u>			
Includes time spent preparing long form agreement and exhibits, revisions relating thereto; Drafting Addendum and revised Notice of Settlement; Research regarding any approval procedures or issues regarding disputed terms; Solicit and review settlement administrator bids; Communications with opposing counsel regarding same, internal communications regarding same, and communications with client regarding same.	3.3	18.3	2.4
<u>Settlement Approval and Administration.</u>			
Includes time spent drafting motion for preliminary approval and supporting declarations and order; Drafting supplemental briefing per the Court's tentative ruling and hearing; Class data and settlement calculation review; Speaking with Settlement Administrator regarding calculations, distributions, and final approval logistics; Review/revise class notice to conform with Court's orders; Review weekly reports from Settlement Administrator; Respond to Class Member calls and inquiries regarding the settlement; Draft Motion for Final Approval and supporting declarations, review and finalize exhibits relating thereto; Legal research regarding approval issues. Communications with opposing counsel regarding same, internal communications regarding same, and communications with client regarding same. Includes estimated 10 hours for J. Rodriguez supervising final distributions and compliance with Court final approval order and attending compliance hearings.	6.6	31.2	24.3
TOTAL	45.6	126.6	45.3

Exhibit G

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.

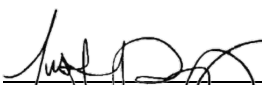
19 Date: _____

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

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
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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

**[PROPOSED] ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: July 25, 2025

Time: 9:00 a.m.

Dept.: 22

Judge: Hon. Lauri A. Damrell

Filed: January 2, 2024

FAC Filed: March 8, 2024

Trial Date: None Set

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The Parties have agreed to settle the class and PAGA claims in their entirety. Defendants have agreed to provide monetary consideration in exchange for a release of claims and other terms and conditions as set forth in the Joint Stipulation Regarding Class Action and PAGA Settlement and Release (“Agreement” or “Settlement”) and the Addendum to the Joint Stipulation Regarding Class Action and PAGA Settlement and Release (“Addendum”), which was submitted by the Parties to address the Court’s concerns regarding the scope of the release in the Agreement. Unless otherwise indicated, references to the Agreement include the Addendum as well. Capitalized terms herein shall have the same meaning as set forth in the Agreement, unless otherwise specifically defined.

The Court, having received, reviewed, and considered Plaintiff's Motion, the memorandum of points and authorities, the declarations and evidence provided in support thereof, the Agreement, the Addendum, the Notice of Settlement, and other evidence submitted in support thereof, and having

1 conducted a Final Approval Hearing pursuant to Rule 3.769 of the California Rules of Court, finds
2 good cause for entering this Order finally approving the Parties' Settlement.

3 In granting final approval, the Court HEREBY ORDERS AND MAKES THE FOLLOWING
4 DETERMINATIONS:

5 **I. CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF CLASS**
6 **REPRESENTATIVE; APPOINTMENT OF CLASS COUNSEL**

7 The Court finds that the applicable requirements of California Code of Civil Procedure § 382 and
8 Rule 3.769 of the California Rules of Court have been satisfied with respect to the Settlement Class
9 Members and the proposed Settlement. In accordance with the Agreement, the Court finally certifies
10 and approves, for settlement purposes only, the proposed class. Certification is appropriate under the
11 California Code of Civil Procedure and related case law for settlement purposes only, and "Class
12 Members" shall include:

13 All persons who currently or formerly worked for Defendants as a non-
14 exempt and/or hourly paid employee in California from January 2, 2020,
through December 16, 2024 (the "Class Period").

15 The Court recognizes that the foregoing definition is for Class Member identification purposes
16 only and is not intended to capture the claims at issue or limit or alter the released claims under the
17 Agreement and/or Addendum.

18 The Court finds that it has jurisdiction over the subject matter of this Action and over all Parties
19 to the Action, including all Class Members.

20 For settlement purposes only, the Court finds that Class Members meet the ascertainability and
21 numerosity requirements since the Parties can identify Class Members, based on payroll records, those
22 individuals who fall within the definition and the number of Class Members would make joinder
23 impractical. The commonality and predominance requirements are met for settlement purposes since
24 there are questions of law and fact common to Class Members. The common questions of law or fact in
25 this case stem from Plaintiff's allegations and contentions that Defendants caused the violations
26 summarized above. The typicality requirement (for settlement purposes only) is also satisfied since the
27 claims of the Class Representative are based on the same facts and legal theories as those applicable to
28 the Class Members. The Court also finds that certifying the approved settlement class is warranted in

1 order to avoid each Class Member having to litigate similar claims individually. This Settlement will
2 achieve efficiencies and economies of scale for Class Members with relatively small individual claims
3 and conserve the resources of the judicial system. In certifying the approved settlement class for
4 settlement purposes, the Court makes no findings or determinations concerning the merits of Plaintiff's
5 claim or lack thereof.

6 The Court finds that Plaintiff Elizabeth R. Gilson and Plaintiff's counsel, Galen T. Shimoda,
7 Justin P. Rodriguez, and Renald Konini of Shimoda & Rodriguez Law, PC, to be adequate
8 representatives of the Settlement Class Members. The Court approves and appoints them as Class
9 Representative and Class Counsel, respectively, for purposes of this final approval Order. Class Counsel
10 is authorized to act on behalf of the Class with respect to all acts or consents required by, or which may
11 be given, pursuant to the Settlement, and such other acts necessary to finalize the Settlement Agreement
12 and its terms.

13 **II. APPROVING CLASS ACTION AND PAGA SETTLEMENT**

14 The Court has again reviewed the preliminarily approved Agreement and the Addendum, which
15 were submitted with Plaintiff's Motion as Exhibit A and Exhibit G, respectively, and the Court approves
16 the proposed Settlement upon the terms and conditions set forth therein. The Court expressly finds that
17 final approval is warranted as the Settlement, in all respects, falls within the range of reasonableness,
18 and is fair, reasonable, and adequate, and in the best interests of the entire Settlement Class. The Court
19 also finds the Settlement was agreed upon only after extensive investigation, litigation, and arms-length
20 negotiations by counsel experienced in complex litigation, who took reasonable steps and measures to
21 weigh the potential value of the disputed claims against the risks of continued litigation.

22 The Court also acknowledges that Class Members were able to object to the Agreement and its
23 terms through the administration process and at a fairness hearing or opt-out of being bound by the
24 Settlement.

25 No objections were made by Class Members and no Class Members opted out of the Settlement.
26 For all of these reasons and for good cause shown, the Court grants final approval of the Agreement
27 including all terms therein as if stated here in full, including but not limited to the \$125,000 Gross
28 Settlement Sum and the release of claims provided in the Agreement.

1 The Court has also reviewed and considered the PAGA claim settlement terms under the
2 Settlement in accordance with the PAGA statutes, including Labor Code § 2699(1)(2), and the Court
3 finds, for purposes of final approval, that aspect of the Settlement to be fair, adequate, and reasonable as
4 well. The Court approves Ten Thousand Dollars (\$10,000) as the PAGA Payment, which shall be paid
5 from the Gross Settlement Sum, not in addition to the Gross Settlement Sum, to resolve the alleged
6 PAGA claims on behalf of the State of California and all PAGA Settlement Members who worked
7 during the PAGA Period. Seventy-Five percent (75%) of the PAGA Payment shall be paid to the Labor
8 and Workforce Development Agency (“LWDA”) and Twenty-Five percent (25%) shall be paid to
9 PAGA Settlement Members on a pro rata basis as described in the Agreement. The Court also finds that
10 the Agreement provides a recovery that creates an effective, substantial deterrent to any potential future
11 non-compliance, furthering the purpose of the Labor Code and LWDA.

12 The Court approves that any uncashed settlement payment check issued to a Settlement Class
13 Member that remains uncashed after one-hundred and eighty (180) calendar days after being issued shall
14 be deemed null and void, and the funds shall escheat to the State of California’s unclaimed property
15 fund in the name of the Settlement Class Member and/or PAGA Settlement Member, and it shall be the
16 Settlement Administrator’s obligation and responsibility to remit the escheated funds to the State of
17 California in the name of the individual in accordance with the State’s procedures for the escheatment of
18 such funds. No portion of the Gross Settlement Sum will revert to Defendants for any reason.

19 The Court finds and declares that by this Order and Judgment that: (1) all Settlement Class
20 Members fully, finally, and forever release all Settled Class Claims against the Released Parties in
21 accordance with the Settlement Agreement and Addendum; (2) Class Representative fully, finally, and
22 forever releases all Settled Class Representative Claims against the Released Parties including all known
23 and unknown claims against the Released Parties in accordance with the Settlement Agreement and
24 Addendum; and (3) Class Representative, individually and on behalf of the State of California, and all
25 PAGA Settlement Members fully, finally, and forever release all Settled PAGA Claims against the
26 Released Parties in accordance with the Settlement Agreement and Addendum.

27 Class Counsel sought attorneys’ fees of \$43,750, attorney’s costs of \$10,742.89, a Service
28 Award to Class Representative in the amount of \$10,000, and for Settlement Administrator Costs in the

1 amount of \$9,850. Defendants do not oppose these requests. The Notice of Settlement sent to Class
2 Members included information regarding the maximum allocations for these amounts and that they
3 would be requested in connection with final approval of the Agreement. Class Members have been
4 given the opportunity to object to these amounts and no objections have been submitted in any respect
5 whatsoever. The Court has reviewed the evidence submitted by Class Counsel regarding their hourly
6 rates, prior fee awards in the Sacramento County Superior Court at the requested rates, and the amount
7 of time expended in the litigation for the benefit of Class Members. The Court finds that the requested
8 rates and hours expended are fair and reasonable. The Court has also reviewed the updated itemized
9 costs submitted by Class Counsel, the information provided by the Class Representative regarding the
10 efforts and burdens undertaken for the benefit of Class Members, and the cost information provided by
11 the Settlement Administrator. The Court finds that these amounts are fair and reasonable, and awarded
12 as requested, which will all be deducted from the Gross Settlement Sum in accordance with the
13 Settlement Agreement. This finding is further supported by the lack of objection by Class Members to
14 these amounts. The difference between the actual attorney's costs and Settlement Administrator Costs
15 awarded and the originally allocated attorney's costs not to exceed \$15,000 and Settlement
16 Administrator Costs not to exceed \$15,000 will be added to the Net Settlement Sum and distributed to
17 Settlement Class Members on a pro rata basis pursuant to the terms of the Agreement.

18 Except as otherwise expressly provided for herein, the parties to the Action will each bear
19 responsibility for their own attorneys' fees and costs, taxable or otherwise, incurred by them or arising
20 out of this Action and will not seek reimbursement thereof from any other party.

21 **III. APPROVAL OF THE NOTICE OF SETTLEMENT AND METHOD FOR** 22 **DISTRIBUTING THE NOTICE OF SETTLEMENT**

23 The Court finds that the Notice of Settlement, which was submitted with Plaintiff's Motion as
24 Exhibit A to the Declaration of Nick Castro, fully, fairly, accurately and adequately advised Class
25 Members of all material terms of the Agreement, the rights being waived, their right to opt out, the
26 ability to dispute their number of workweeks worked during the Class Period, their estimated pro rata
27 share of the Net Settlement Sum, how to participate in the Settlement, how, if a Class Member wished,
28 to dispute or object to the proposed Settlement, and when to appear at the fairness hearing. A full

1 opportunity has been afforded to the Class Members to participate in the final approval hearing, and all
2 Class Members and other persons wishing to be heard have had such opportunity or been heard to the
3 extent necessary. No Class Members objected to the Settlement and no Class Members requested
4 exclusion from the Settlement.

5 The Court further finds that the Notice of Settlement and distribution of such notice by first class
6 mail to each identified Class Member at his, her or their most recent address based on a National Change
7 of Address database search from the Class Members' last known address and a skip trace on any Class
8 Members for whom the Notice of Settlement was returned as "undeliverable" or "not at this address"
9 comported with all constitutional requirements, including those of due process.

10 Accordingly, the Court determines that all Class Members who did not timely and properly
11 execute a request for exclusion are bound by this Order and Judgment.

12 **IV. IMPLEMENTATION SCHEDULE**

13 Accordingly, for good cause shown, the Court hereby approves and orders that the following
14 implementation schedule be adhered to for administration events, further actions, and further
15 proceedings in this matter:

16 17 18 19 20 21 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 in accordance with the Agreement	Within 7 calendar days after the Effective Date
22 23 24 25 26 Gross Settlement Sum Funding Schedule (Section 5.1 of Agreement)	1st payment of \$50,000 – paid 30 days after the Effective Date 2nd payment of \$37,500 – paid 90 days after the Effective Date 3rd payment of \$37,500 – paid 180 days after the Effective Date

Last day for Settlement Administrator to deliver payment of Class Counsel's attorney's fees and costs, Service Award, portion of PAGA Payment due to the LWDA, Settlement Administrator Costs, and Individual Settlement Amount payment to Settlement Class Members and PAGA Settlement Members	Within 7 calendar days after Defendants have funded the Settlement in full according to the payment schedule set forth herein and in the Agreement
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
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
Last day for Settlement Administrator to provide Class Counsel and Defendants' Counsel with compliance declaration	Within 21 calendar days after settlement check cashing deadline

In accordance with the Settlement Agreement, nothing in this Order or the Settlement shall be construed as an admission or concession by any party. The Settlement and this resulting Order and entry of judgment simply represent a compromise of disputed allegations and claims. The Court acknowledges that, as stated in the Settlement Agreement, in entering into this Agreement, Defendants have not admitted and have specifically denied, that they have violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; and that, as indicated, Defendants entered into the Settlement to avoid the burden and expense of continued litigation. The Court sets a compliance hearing for September 21, 2026, at 10:30 a.m. in Department 22 of the above-captioned court. At least 15 calendar days prior to the hearing, Class Counsel shall file a declaration from the Settlement Administrator regarding the status of the distribution of the settlement funds. If the Court is satisfied that the settlement funds have been fully distributed, no appearance will be required.

1 The Court reserves the right to adjourn or continue the date of the compliance hearing and all
2 dates provided for in the Settlement, without further notice to the Class, and retains jurisdiction to
3 consider further matters concerning the Settlement.

4 **FINAL JUDGMENT**

5 In accordance with, and for the reasons stated above herein, judgment is hereby rendered and
6 entered under and in accordance with the final approval Order, whereby the Class Representative, all
7 Settlement Class Members, the State of California, and all PAGA Settlement Members shall obtain that
8 which is expressly set forth in the executed Settlement Agreement, and provided for therein and in
9 conformance with the final approval Order. This Judgment, upon the effectiveness of the releases of
10 claims provided for in the Settlement, shall constitute a full and complete bar against Class
11 Representative, the Settlement Class Members, the PAGA Settlement Members, and the State of
12 California as to all of the claims released by the Settlement and shall be res judicata and collateral
13 estoppel with respect to such released claims.

14 Pursuant to California Code of Civil Procedure §664.6 and Rule 3.769(h) of the California Rules
15 of Court and in accordance with Sections 9.1 and 10.6 of the Settlement Agreement, this Court reserves
16 exclusive and continuing jurisdiction over this Action, the Class Representative the Settlement Class
17 Members, the PAGA Settlement Members, and Defendants in the Action, for the purpose of supervising
18 the implementation, enforcement, construction, and interpretation of the Settlement Agreement, and the
19 Court's approval Order and Judgment in the Action.

20 Class Counsel is directed to submit a copy of this Order and Judgment to the LWDA within 10
21 days of the date of this Order and Judgment.

22 **IT IS SO ORDERED.**

23 Date: _____

By: _____

24 Judge of the Superior Court