

CLASS AND PAGA ACTION SETTLEMENT AGREEMENT

This Class and PAGA Action Settlement Agreement ("Agreement") is made by and between Plaintiff Ryan Lukman ("Plaintiff"), on behalf of himself and on behalf of the State of California, all putative class members, and all putative aggrieved employees, and Defendant Safe Haven Security Services, LLC ("Defendant"), subject to the approval of the Court, that the Settlement of the Actions (as defined below) shall be effectuated upon and subject to the following terms and conditions to be filed for approval by the Court. Plaintiff and Defendant collectively are referred to in this Agreement as the "Parties."

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- A. "Actions" mean the Plaintiff's lawsuits alleging wage and hour violations against Defendant captioned *Ryan Lukman v. Safe Haven Security Services, LLC*, Case No. CVRI2400777 (the "Class Action") and *Ryan Lukman v. Safe Haven Security Services, LLC*, Case No. CVRI2402280 (the "PAGA Action"), and pending in Superior Court of the State of California, County of Riverside.
- B. "Aggrieved Employees" means all current and former non-exempt, hourly employees of Defendant in California, who are represented by the Plaintiff and the State of California Labor and Workforce Development Agency ("LWDA"), who were employed at any time during the PAGA Period.
- C. "Class" or "Class Members" means all current and former non-exempt, hourly employees of Defendant in California who were employed at any time during the Class Period.
- D. "Class Counsel" means William C. Sung and Tiffany L. Luu, Justice for Workers, P.C., and Jeffrey S. Ranen, Goliath Law.
- E. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Actions, including their pre-filing investigation, their filing of the Actions, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Actions.
- F. "Class Data" means, for each Class Member, his or her name; last-known mailing address; Social Security number; his or her personal email address (if known); and his or her dates of employment and/or number of Workweeks worked during the Class Period as a Class Member and number of Pay Periods worked during the PAGA Periods as an Aggrieved Employee.
- G. "Class Member" is a member of the Class.

- H. "Class Notice" or "Class Notice Packet" means the Notice of Proposed Settlement of Class Action and Hearing Date to be provided to the Class Members by the Settlement Administrator in the forms set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator), the Objection Form which is attached as Exhibit B and the Exclusion Form which is attached as Exhibit C.
- I. "Class Period" means the period of time from January 1, 2021 to December 31, 2024 unless shortened at Defendant's option pursuant to Paragraph III.C.5, *infra*.
- J. "Class Representative Service Payment" means the service payment made to Plaintiff in his capacity as Class Representative in order to compensate him for initiating the Actions, performing work in support of the Actions, undertaking the risk of liability for Defendant's expenses in the event Plaintiff was unsuccessful in the prosecution of the Actions, and as consideration for the general release of all claims by the Plaintiff. "Court" means the Superior Court of California, County of Riverside.
- K. "Defendant" means Defendant Safe Haven Security Services, LLC.
- L. "Defendant's Counsel" means Robert Hingula and Lindsay C. Davidof Polsinelli LLP.
- M. "Effective Date" means the date by which all of the following have occurred:
1. This Agreement and the contemplated settlement receive final approval from the Court; and
 2. The Judgment becomes Final as defined in Section I.P. of this Agreement.
- N. "Election Not to Participate in Settlement" means the Exclusion Form attached as Exhibit C or a letter submitted by a Class Member to exclude himself or herself from the Class Settlement submitted in accordance with the instructions in the Class Notice. Such a written request will have no effect on one's inclusion in the PAGA Settlement.
- O. "Final" means the last of the following dates, as applicable:
1. The first business day following the last date on which a notice of appeal from the Judgment may be filed and none is filed.
 2. If Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.
- Q. "Final Approval Hearing" means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.

- R. "Gross Settlement Amount" means THREE HUNDRED THIRTY THOUSAND DOLLARS and ZERO CENTS (\$330,000.00) to be paid by Defendant as provided by this Agreement. This amount is an all-in amount without any reversion to Defendant or any of the Released Parties and shall be inclusive of all amounts due from Defendant under the terms of this settlement, including payments of Settlement Shares to the Participating Class Members, Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the PAGA Payment contemplated in this resolution in this Agreement. This amount, however, does not include employer-side payroll taxes due on amounts paid under the Settlement, which shall be paid by Defendant separately and in addition to the Gross Settlement Amount.
- S. "Judgment" means the Final Approval Order and Judgment entered by the Court substantially in the forms attached hereto as Exhibit E to this Agreement and incorporated by reference into this Agreement.
- T. "LWDA Payment" means the 75% portion of the PAGA Payment payable to the California Labor and Workforce Development Agency ("LWDA") as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA.
- U. "Net Settlement Amount" means the Gross Settlement Amount less the Court-approved amount for the Class Representative Service Payment, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the LWDA Payment, and the Settlement Administration Expenses.
- V. "Non-Participating Class Member" means a Class Member who submits a valid and timely Election Not to Participate in Settlement. Non-Participating Class Members remain included in the PAGA Settlement.
- W. "PAGA Notices" means Plaintiff's February 13, 2024 and March 11, 2024 letters and any subsequent amended letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a), of alleged Labor Code violations.
- X. "PAGA Payment" means the portion of the Gross Settlement Amount, as described below in Section III.B.3., which shall be allocated 75% to the LWDA (the "LWDA Payment") as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25% to remain in the Net Settlement Amount for distribution to the Aggrieved Employees based upon their respective Pay Periods worked during the PAGA Period.
- Y. "PAGA Period" means the period of time from February 13, 2023 to December 31, 2024, unless shortened at Defendant's option pursuant to Paragraph III.C.5, *infra*.
- Z. "PAGA Share" means each Aggrieved Employee's individual share of the 25%

share of the PAGA Payment that is to remain in the Net Settlement Amount for distribution to Aggrieved Employees based on their respective Pay Periods worked during the PAGA Period, as provided by this Agreement, and described in Section III.B.3.

- AA. "Participating Class Member" means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.
- BB. "Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- CC. "Preliminary Approval of the Settlement" means the Court's Order Granting Preliminary Approval of the Settlement substantially in the form attached hereto as Exhibit D to this Agreement and incorporated by this reference herein.
- DD. "Released Class Claims" mean all claims, rights, demands, liabilities, and causes of action alleged or which could have reasonably been alleged based on the facts alleged in the Operative Complaint that arose during the Class Period.
- EE. "Released PAGA Claims" means all claims for PAGA civil penalties that are alleged or which reasonably could have been alleged based on the facts alleged in the PAGA Notices and the Operative Complaint.
- FF. "Released Parties" means Defendant Safe Haven Security Services, LLC and its officers, directors, employees and agents.
- GG. "Settlement" means the disposition of the Actions and all related claims effectuated by this Agreement.
- HH. "Settlement Administrator" means the administrator proposed by the Parties and appointed by the Court to administer the Settlement. The determination of the Settlement Administrator will be by a not to exceed bid and shall be agreed to by all counsel.
- II. "Settlement Share" means each Participating Class Member's share of the Net Settlement Amount as provided by this Agreement.
- JJ. "Workweek" means any calendar week during which a Class Member worked for Defendant for at least one day during the Class Period.
- KK. "Operative Complaint" means the Consolidated First Amended Complaint to be filed by Plaintiff and attached to this Agreement as Exhibit F.

II. RECITALS

- A. On February 13, 2024, Plaintiff commenced the Class Action by filing a complaint alleging the following causes of action against Defendant: (1) Minimum Wage Violations; (2) Overtime Wage Violations; (3) Meal Period

Violations; (4) Rest Period Violations; (5) Wage Statement Penalties; (6) Waiting Time Penalties; (7) Failure to Reimburse Business Expenses; and (8) Unfair Competition.

- B. On or around April 16, 2024, Defendant removed the Class Action to federal court (U.S. District Court, Central District of California, Case No. 5:24-cv-00770-FMO-SP). On November 21, 2024, the federal court remanded the Class Action back to the Court.
- C. On April 26, 2024, Plaintiff commenced the PAGA Action by filing complaint alleging a single cause of action against Defendant for violation of PAGA.
- D. Defendant denies the allegations in the Actions, denies any failure to comply with the laws identified in the Actions, and denies any and all liability for the causes of action alleged therein.
- E. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff contends he gave timely written notice to Defendant and the LWDA by sending the PAGA Notices.
- F. On October 27, 2024, the Parties participated in an all-day mediation presided over by Steven Serratore, Esq., which led to this Agreement to settle the Actions.
- G. Prior to mediation and negotiating this Settlement, Class Counsel obtained, through informal discovery, documents and information, including class and PAGA statistics and putative class members' time and corresponding pay records, which Class Counsel used to thoroughly assess the viability and support for the claims alleged in the Actions. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- H. The Parties, Class Counsel and Defense Counsel represent that they are unaware of one other pending matter or action asserting claims that will be extinguished or affected by the Settlement.
- I. As part of the Settlement, the Parties will file a stipulation to consolidate the Class Action and PAGA Action and for leave to file the Consolidated First Amended Complaint, which shall be the Operative Complaint.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendant will pay under this Settlement is THREE HUNDRED THIRTY THOUSAND DOLLARS and ZERO CENTS (\$330,000.00). This amount is all-inclusive of all payments

contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendant. This amount, however, does not include employer-side payroll taxes due on amounts paid under the Settlement, which shall be paid by Defendant separately and in addition to the Gross Settlement Amount.

B. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel's Litigation Expenses, the LWDA Payment, and the Settlement Administration Expenses. The remaining amount shall be known as the "Net Settlement Amount." The Settlement Administrator will make the following payments out of the Gross Settlement Amount:

1. **To Plaintiff:** In addition to the Settlement Share to be paid to Plaintiff, Plaintiff will apply to the Court for an award of not more than \$10,000.00 for the Class Representative Service Payment. The Settlement Administrator will pay the Class Representative Service Payment approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Representative Service Payment of less than \$10,000.00 for Plaintiff, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Plaintiff has agreed to a 1542 waiver and a general release of all claims as set forth below. The Class Representative Service Payment is in settlement of claims for interest and for penalties allegedly due and shall not be subject to wage withholdings and shall be reported on IRS Form 1099-MISC form. Plaintiff will be solely responsible for any tax payments associated with the Class Representative Service Payment.
2. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more than One-Third of the Gross Settlement Amount, which is presently \$110,000.00, as their Class Counsel Fees Payment and an amount not more than \$30,000.00 for all expenses incurred as documented in Class Counsel's billing records as their Class Counsel Litigation Expenses Payment. The Settlement Administrator will pay the amounts approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment of less than these amounts, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and instead one or more Forms 1099 will be issued to Class Counsel with respect to those payments.

3. **The PAGA Payment.** The Parties will seek approval from the Court for the PAGA Payment of \$20,000, which shall be allocated 75% (\$15,000.00) to the LWDA (the "LWDA Payment") as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA, and taken out of the Gross Settlement Amount, and 25% (\$5,000.00) will remain in the Net Settlement Amount for distribution to the Aggrieved Employees based upon their respective Pay Periods worked during the PAGA Period ("PAGA Shares"). The portion of the PAGA Payment distributed to Aggrieved Employees shall not be subject to wage withholdings and shall be reported on IRS Form 1099. Each Aggrieved Employee will be bound by the PAGA portion of the release contemplated in this agreement and will receive their respective PAGA Share regardless of whether they exclude themselves from the class action settlement. If the Court approves a PAGA Payment of less than \$20,000.00, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Class Counsel shall notify the Labor and Workforce Development Agency of this Settlement as required by statute.
4. **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court in an amount not to exceed \$8,000.00 ("Settlement Administration Expenses"). To the extent the Settlement Administration Expenses that are documented and approved by the Court are less than \$8,000.00, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

C. **Payments From the Net Settlement Amount.** The Net Settlement Amount shall include the following payments after the deductions have been made from the Gross Settlement Amount as described in Paragraph III.B. The Net Settlement Amount shall include the following:

1. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The submission of a claim form is not required to be paid.
2. **Calculation.** Settlement Shares will be determined and paid as follows:
 - a. From the Net Settlement Amount, the Settlement Administrator will calculate each Aggrieved Employee's PAGA Share and each Participating Settlement Class Member's Settlement Share based on the following:
 1. The portion of the PAGA Payment allocated to Aggrieved Employees will be distributed to the Aggrieved Employees based

upon their respective pay periods worked during the PAGA Period ("PAGA Shares"), regardless of whether they exclude themselves from the class action settlement. The PAGA Shares will be calculated based on the Aggrieved Employee's proportionate number of Pay Periods worked during the PAGA Period, by multiplying the portion of the PAGA Payment allocated to Aggrieved Employees by a fraction, the numerator of which is the Aggrieved Employee's total Pay Periods worked during the PAGA Period, and the denominator of which is the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period.

11. The remaining Net Settlement Amount will be distributed to each Participating Settlement Class Member based on their proportionate number of Workweeks worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Participating Settlement Class member's total Workweeks worked during the Class Period, and the denominator of which is the total number of Workweeks worked by all Participating Settlement Class members during the Class Period.
111. Defendant's payroll records shall control, but Participating Class Members will have the right to challenge the number of Workweeks identified for them. The Parties agree that for administrative purposes, and for purposes of allocation of the Net Settlement Amount under this paragraph only, Workweeks may, but need not, be determined by determining the number of days between an employee's hire and termination dates, dividing by 365, multiplying by 50, and rounding up to the nearest whole number. The Parties further agree that where necessary based on the records reasonably necessary, reasonable extrapolation is permitted in order to calculate a Participating Class Member's allocated Workweeks. This allocation will not apply to calculating Workweeks pursuant to Paragraph III.C.5.

3. **Withholding.**

- a. Subject to approval by the Court, 10% of each Participating Class Member's Settlement Share is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2.
- b. Subject to approval by the Court, 45% of each Participating Class Member's Settlement Share is in settlement of claims for interest and 45% of each Participating Class Member's Settlement Share is in settlement of claims for penalties allegedly due to

employees and expense reimbursement (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099.

- c. If the Court requires a different allocation of the Settlement Shares to the Wage Portion and Non-Wage Portion, then this Agreement shall be deemed to be amended to comply with the Court's required allocation without need for the Parties to execute any amendment to the Agreement.
4. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, except that if a Non-Participating Class Member is an Aggrieved Employee, they shall nonetheless receive their PAGA Share, and their Election Not to Participate in Settlement will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares (net of any applicable PAGA Share) will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis relative to their Settlement Shares.
5. **Workweek Modification.** Defendant has represented that Class Members collectively worked approximately 13,500 Workweeks during the Class Period, based on the available records as well as reasonable extrapolation within the relevant time period. If the final number of Workweeks worked by Class Members during the Class Period exceeds 14,850 Workweeks (110% of the estimated number), then the Gross Settlement Amount will increase by \$22.22 for each Workweek over 14,850 Workweeks; however, Defendant, at its option, shall have the option to shorten the end dates of the Class Period and PAGA Period to reduce the number of Workweeks to 14,850 Workweeks and avoid application of this escalator clause. This shall be determined by Defendant prior to hearing on the motion for final approval.
- D. **Appointment of Settlement Administrator.** After obtaining a quote from mutually acceptable and qualified settlement administrators, the Parties have mutually agreed to ask the Court to appoint Simpluris, Inc. as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number to receive calls from Class Members; receiving and reviewing for validity completed Elections Not to Participate in Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to Participate in

Settlement; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administration Expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount.

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

E. Procedure for Approving Settlement.

1. Motion for Preliminary Approval of Settlement by the Court.

- a. After Execution of this Settlement Agreement, Plaintiff will file a Preliminary Approval Motion with the Court for an order giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the "Motion for Preliminary Approval"). Any disagreement among the Parties concerning the Class Notice, the proposed orders, or other documents necessary to implement the Settlement will be referred to the mediator for resolution.
- b. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit an Order Granting Preliminary Approval of the Settlement substantially in the form evidenced by Exhibit D to this Agreement and incorporated by reference into this Agreement.
- c. Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of release to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval.

2. **Notice to Class Members.** After the Court enters an Order Granting Preliminary Approval of the Settlement, every Class Member will be sent the Class Notice Packet (which will include the Class Notice completed to reflect the Order Granting Preliminary Approval of the Settlement and showing the Class Member's Settlement Share) as follows:

- a. No later than 14 calendar days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendant will provide to the Settlement Administrator an electronic database containing each Class Member's Class Data. The Settlement Administrator shall not provide the Class Data to Class Counsel absent express authorization from Defendant. If any or all of the Class Data is unavailable to Defendant, Defendant will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class Data prior to when it must be submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in section III.E.2.c., or pursuant to Defendant's express written authorization or by order of the Court. All Class Data will be used for settlement notification and settlement administration and shall not be used for any other purpose by Class Counsel.
- b. The Settlement Administrator shall update the Class Data using the National Change of Address database prior to mailing the Class Notice Packets. Using best efforts to mail it as soon as possible, and in no event later than 14 calendar days after receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.
- c. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not longer than 14 calendar days from receipt of the returned packet, search for a more current address for the Class Member and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class Data to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address using available email addresses, phone numbers, social security numbers, credit reports; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice

Packet is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defendant's Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.

- d. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.
- e. Not later than 10 calendar days before the date by which Plaintiff files the motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Elections Not to Participate in Settlement it received (including the numbers of valid and deficient Elections) and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

- 3. **Objections to Settlement; Disputes as to Workweeks Allocated to Class Members; Elections Not to Participate in Settlement.** Participating Class Members may submit objections to the Settlement and/or objections to the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. Class Members may also submit disputes as to Workweeks allocated to them and Elections Not to Participate in Settlement pursuant to the following procedures:

- a. **Objections to Settlement.** The Class Notice will provide that only Participating Class Members who wish to object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payment may object to the proposed Settlement, either in writing or orally at the Final Approval Hearing. Objections in writing must be submitted to the Settlement Administrator, postmarked not later than 45 calendar days after the Settlement Administrator mails the Class Notice Packets. Written objections must set forth the grounds for the objection(s) and comply with the instructions in the Class Notice. The Settlement Administrator shall promptly provide Class Counsel and Defendant's Counsel with a copy of any written objections received. Alternatively, Class Members shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to orally object to the Settlement, Class

Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payment. A Participating Class Member who does not submit an objection in the manner and by the deadline specified above and in the Class Notice will be deemed to have waived any objection and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Non-Participating Class Members shall have no ability to comment on or object to the Settlement, except as provided in Paragraph III.E.3.c *infra* with regard to objections made to the PAGA portion of the Settlement.

- b. **Disputes as to Workweeks.** Each Class Member shall also have 45 calendar days after the Settlement Administrator mails the Class Notice Packets in which to dispute the number of Workweeks the Class Notice allocates to them during the Class Period and the number of Pay Periods the Class Notice allocates to them during the PAGA Period. Any notice of dispute shall be directed to the Settlement Administrator. Any dispute as to this allocation shall be resolved by the Settlement Administrator, with input and assistance from Defendant's Counsel, where applicable.
- c. **Election Not to Participate in Settlement.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator postmarked not later than 45 calendar days after the Settlement Administrator mails the Class Notice Packets, a signed letter or Exclusion Form attached as Exhibit C, setting forth their name and a statement that they request exclusion from the class and do not wish to participate in the settlement ("Election Not to Participate"). To be valid, an Election Not to Participate in Settlement must be timely and must comply with the instructions in the Class Notice. If a question is raised about the authenticity of a signed Election Not to Participate in Settlement, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. The Parties acknowledge and agree that for purposes of the PAGA Settlement and Judgment only, all Aggrieved Employees were allegedly aggrieved in the same manner pursuant to Labor Code § 2698, *et. seq.*, in that for purposes of this settlement only each Aggrieved Employee allegedly suffered at least one of the alleged Labor Code violations asserted in the First Amended Complaint for which the PAGA provides an available remedy. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969, and *Cardenas v. Mclane Foodservice, Inc.*, 2011 WL 379413 at *3

(C.D. Cal. Jan. 31, 2011), individuals otherwise meeting the definition of Aggrieved Employees who exclude themselves from the Class Settlement, nonetheless shall be bound by the Judgment of the PAGA claim and will receive their PAGA Share. Thus, with the exception of the PAGA settlement and corresponding PAGA release, a Non-Participating Class Member will otherwise not participate in or be bound by the Settlement and the Judgment. Defendant will remain free to contest any claim brought by any Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendant has or could assert against such a claim. A Class Member who does not complete and mail a timely Election Not to Participate in Settlement in the manner and by the deadline specified above and in the Class Notice will automatically become a Participating Class Member and will be bound by all terms and conditions of the Settlement, including the Released Class Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement. Persons who submit an Election Not to Participate in Settlement shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement except as to the right of any Aggrieved Employee, to the extent required by law, to object to the terms of the PAGA portion of this Settlement.

All Participating Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive a Settlement Share, without the need to file a claim form, and will be bound by all of the terms of the Settlement, including without limitation, the release of the Released Class Claims by the Participating Class Members set forth in this Agreement.

- d. **Report.** Not later than 10 calendar days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administration will provide Class Counsel and Defendant's Counsel with a complete and accurate list of all Participating Class Members and all Non-Participating Class Members.
- e. **Right of Defendant to Reject Settlement.** If more than ten percent (10%) of the Class Members timely submit valid Elections Not to Participate in Settlement, Defendant will have the sole right, but not the obligation, to void the Settlement, in which case the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Defendant will

be solely responsible for all Settlement Administration Expenses incurred as of the date that Defendant exercises the right to void the Settlement pursuant to this Paragraph. Defendant must notify Class Counsel and the Court whether it is exercising its right pursuant to this Paragraph not later than 14 calendar days after the Settlement Administrator notifies the Parties of the number of valid Elections Not to Participate in Settlement it has received.

4. **No Solicitation.** The Parties and their counsel represent that neither the Parties nor their respective counsel have or will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement. If a Class Member submits an Election Not to Participate in Settlement, Class Counsel will not solicit, represent, or otherwise encourage that Non-Participating Class Member to participate in separate litigation against Defendant. The parties agree that this clause does not, however, preclude Defendant from requiring an individual to exclude themselves from the Settlement as part of a separately negotiated individual settlement and release agreement that includes the claims covered by this Settlement.

5. **Additional Briefing and Final Approval.**

- a. Unless otherwise ordered by the Court, Class Counsel will file with the Court their Motion for Final Approval, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment no later than 16 court days before the scheduled Final Approval Hearing.
- b. If any opposition is filed to the motion for final approval and/or the motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the PAGA Payment, then not later than five (5) court days before the Final Approval Hearing, both Parties may file a reply in support of the motion for final approval, and Plaintiff and Class Counsel may also file a reply in support of their motion for the Class Representative Service Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.
- c. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that

sought by Plaintiff and Class Counsel for the PAGA Payment, Class Representative Service Payment, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this Paragraph.

- d. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval and entry the Judgment substantially in the form attached hereto as Exhibit E. After entry of the Judgment, the Court will have continuing jurisdiction over the Actions and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.
6. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiff and Participating Class Members who did not timely submit an objection to the Settlement, Defendant, and its respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The Judgment therefore will become nonappealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.
 7. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court not later than 14 calendar days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payment or the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this

Paragraph, provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.

8. **Timing of Settlement Funding and Provision of Settlement Shares and Other Payments.** Defendant shall fund the Gross Settlement Amount by depositing the money (including its share of employer-side payroll taxes) with the Settlement Administrator within 60 calendar days of the Effective Date. Within 14 calendar days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will make payment of all Settlement Shares to Participating Class Members, as well as payment of Settlement Administration Expenses, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, the LWDA Payment, and payroll tax payment and remittance to relevant taxing authorities, in accordance with this Agreement.
9. **Uncashed Settlement Share Checks.** A Participating Class Member and/or Aggrieved Employee must cash his or her Settlement Share or individual portion of the PAGA Payment check within 180 calendar days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the affected Participating Class Member or Aggrieved Employee at his or her correct address by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook. If a Participating Class Member or Aggrieved Employee's Settlement Share check is not cashed within 120 calendar days after its last mailing to the Participating Class Member or Aggrieved Employee, the Settlement Administrator will also send the affected Participating Class Member or Aggrieved Employee a notice informing him or her that unless the check is cashed in the next 60 calendar days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed by the expiration of the 60-day period after this interim notice, the Settlement Administrator will keep an accounting of such funds, including the identification of the Class Member. The Settlement Administrator will then disburse said funds to the State of California State Controller's Office, in the Class Member's name to be held as unclaimed property for the Class Member. In such event, the Class Member will nevertheless remain bound by the Settlement and the releases contained herein. The Parties agree that this disposition results in no "unpaid residue" within the meaning of California Code of Civil Procedure Section 384, as the entire Net Settlement Amount will be paid out to Participating Class Members and/or Aggrieved Employees, whether or not they all cash their Settlement Share and/or individual portion of the PAGA Payment checks.
10. **Final Report by Settlement Administrator to Court.** Within 10

calendar days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will provide the Parties with a declaration providing a final report on the disbursements of all funds from the Gross Settlement Amount.

F. Release of Claims.

1. **Participating Class Members.** Upon entry of final judgment and payment by Defendant of the Gross Settlement Amount (plus employer-side payroll taxes), Participating Class Members, on behalf of themselves and their respective representatives, agents, attorneys, heirs, administrators, successors, and assigns, hereby do and shall be deemed to have released the Released Parties from the Released Class Claims.
2. **Aggrieved Employees.** Upon entry of final judgment and payment by Defendant of the Gross Settlement Amount, the State of California and Plaintiff hereby do and shall be deemed to have released the Released Parties from the Released PAGA Claims.
3. **Plaintiff.** Upon entry of final judgment and payment by Defendant of the Gross Settlement Amount (plus employer-side payroll taxes), Plaintiff and each of his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred at any time (except as specified below), including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Actions and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Actions, Plaintiff's PAGA Notice, or ascertained during the Actions and released under 5.2, below. ("Plaintiff's Releases.") Plaintiff's Releases do not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation. Plaintiff acknowledges that Plaintiff may hereafter discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agree, nonetheless, that Plaintiff's Releases shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Releases and as partial consideration for the Class Representative Service Payment, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542, with regard to his wage claims only, of the California Civil Code, which reads:

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

- G. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or Participating Class Members, and Plaintiff and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.
- H. **Limitation on Public Statements About Settlement.** The Parties agree that Plaintiff and Class Counsel will not publish the fact of, or terms of, this Settlement to members of the press, including to Verdicts and Settlements. Plaintiff and Class Counsel will not publish the fact of, or terms of, this Settlement or any related information on any website, for advertising purposes and/or in publication materials generally available to the public. Further, Class Counsel and Plaintiff agree not to issue press releases or initiate any public statements regarding the Settlement, including but not limited to in the media or on the Internet, with the exception of the Class Notice. This provision shall not prohibit Class Counsel from communicating with Class Members after preliminary approval is granted for the sole purpose of administering the Settlement. This provision also does not limit Class Counsel from complying with ethical obligations, including communicating with class members. Plaintiff and Class Counsel agree not to respond to any media inquiries except to refer reporters to the papers filed with the court. The Parties may make public statements to the Court as necessary to obtain preliminary or final approval of the Settlement. The Parties and their counsel shall refrain from publicly disparaging any of the other parties or counsel, including the Released Parties, or taking any public action designed or reasonably foreseeable to cause harm to the public perception of any of the Released Parties regarding any issue related in any way to the Actions or the Settlement, but nothing herein is intended to prevent any party or their counsel, should it be required in connection with official court proceedings in other actions, from discussing the Settlement.
- I. **Miscellaneous Terms.**
1. **No Admission of Liability or Class Certification for Other Purposes.**
- a. Defendant and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Actions, or that but for the Settlement a class should be certified in the Actions. This Agreement is entered into solely for

the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant or the Released Parties, or an admission by Plaintiff that any of the claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiff and Defendant were willing to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement). Nothing in this Agreement shall be construed as an admission by Defendant of any liability or wrongdoing as to Plaintiff, Class Members, or any other person, and Defendant specifically disclaims any such liability or wrongdoing. Moreover, it is not, and it should not be construed as, any admission of fact or law in this matter or any other matter that a class action is appropriate, and that settlement of this Actions by way of a class action in no way waives Released Parties' defenses in another action with respect to an individual's waiver of rights to file a class and/or collective action. The parties have entered into this settlement with the intention of avoiding further disputes and litigation with the attendant inconvenience, expenses and risks. Nothing in this Agreement shall be construed as an admission by Plaintiff that Plaintiffs claims do not have merit or that class action is inappropriate.

- b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiff or Defendant or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Actions, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.
- c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.

2. **Confidentiality.** Except as explicitly provided for herein (see section called "Continuing Jurisdiction") the terms of this settlement will be kept confidential until they are finally memorialized in a complete settlement agreement and filed with the court for preliminary approval. Class Counsel shall do nothing to publicize this settlement or use it for marketing purposes, including on web sites and on the Internet and in any form of electronic or no-electronic press whatsoever, although this confidentiality obligation shall not be construed to interfere with Class Counsel's communications with settlement class members and will not preclude Class Counsel from referring to the settlement in any future Court filings in support of class certification and/or prevailing party attorneys' fees and/or settlement approval.
3. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
4. **Attorney Authorization.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the mediator for resolution.
5. **No Prior Assignments:** The Parties represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.
6. **No Tax Advice:** Neither Class Counsel nor Defendant's Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

7. **Modification of Agreement.** Except as set forth in Paragraph III.C.5 hereinabove this Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties' counsel.
8. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
9. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.
10. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
11. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Actions and have arrived at this Agreement through arms- length negotiations, taking into account all relevant factors, current and potential.
12. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendant in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within 30 calendar days after the Judgment becomes Final, Class Counsel will return or destroy and confirm in writing to Defendant the destruction of all such documents and data.
13. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
14. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiff and the Class:

JUSTICE FOR WORKERS, P.C.

William C. Sung

Email: william@justiceforworkers.com

Tiffany L. Luu

Email: tluu@justiceforworkers.com
3600 Wilshire Boulevard, Suite 1815
Los Angeles, CA 90010
Tel.: (323) 922-2000
Fax: (323) 922-2000

Jeffrey Scott Ranen
J.Scott.Ranen@Goliath-Law.com
GOLIATH LAW
8605 Santa Monica Blvd., No. 584066
West Hollywood, CA 90069
Telephone: (213) 789-6549

To Defendant:

POLSINELLI LLP
Robert Hingula
Lindsay C. David

2049 Century Park East, Suite 2900
Los Angeles, Ca 90067
Telephone: (310) 556-1801
Facsimile: (310) 556-1802
Email: rhingula@polsinelli.com
ldavid@polsinelli.com

15. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., DocuSign) or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
16. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation with Brian C. Walsh on October 27, 2022 until the earlier of the Effective Date or the reopening of renewed discovery.
17. **Continuing Jurisdiction.** The Parties hereby stipulate that the Court may, upon proper motion and good cause showing, enter judgment on the terms set forth herein. The Settlement shall be admissible to the Court,

and not subject to the Confidentiality provision contained herein, in the event of an enforcement action. The Court shall retain continuing jurisdiction over the Actions under CCP section 664.6 to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement. If any party brings an action to enforce the terms of this Agreement, the prevailing party shall be entitled to his/its reasonable attorneys' fees and costs.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

DATED: 2-20, 2025

RYAN LUKMAN

By:



Ryan Lukman

DATED: February 19, 2025

JUSTICE FOR WORKERS, P.C.

By:



William C. Sung
Tiffany L. Luu
Class Counsel

DATED: February 24, 2025

GOLIATH LAW

By:



Jeffrey S. Ranen
Class Counsel

DATED: February 21, 2025

SAFE HAVEN SECURITY SERVICES, LLC

By: 
By: Wade Carr
Title: General Counsel

DATED: 2/21/25, 2025

POLSINELLI LLP

By: 
Robert Hingula
Lindsay C. David
Attorneys for Defendant

EXHIBIT A

Ryan Lukman v. Safe Haven Security Services, LLC

SETTLEMENT ADMINISTRATOR

INSERT

IMPORTANT LEGAL MATERIALS

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

Ryan Lukman v. Safe Haven Security Services, LLC
Case Nos. CVRI2400777 and CVRI2402280

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

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

To: All current and former non-exempt, hourly employees in California who were employed by Safe Haven Security Services, LLC. at any time between January 1, 2021 to December 31, 2024.

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

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

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

1. WHY DID I GET THIS NOTICE?

You received this Notice because the court granted preliminary approval of a proposed settlement (the “Settlement”) in the class action and representative lawsuit entitled *Ryan Lukman v. Safe Haven Security Services, LLC*, Riverside County Superior Court, Case Nos. CVRI2400777 and CVRI2402280 (hereinafter referred to as the “Actions”) on **PRELIMINARY APPROVAL DATE**.

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

2. WHAT IS THE ACTION ABOUT?

Plaintiff Ryan Lukman (“Plaintiff”) commenced the Actions by filing a Class Action Complaint (Case No. CVRI2400956) against Defendant Safe Haven Security Services, LLC (“Defendant”) in Riverside Superior Court on February 22, 2024 and filing a Representative Action Complaint (Case No. CVRI2402280) against Defendant in Riverside Superior Court on April 26, 2024. In the operative Consolidated First Amended Complaint (the “Operative Complaint”), Plaintiff, on behalf of himself and all allegedly similarly situated individuals, alleging the following causes of action: (1) unpaid minimum wages; (2) unpaid overtime wages; (3) meal period violations; (4) rest period violations; (5) wage statement penalties; (6) waiting time penalties; (7) failure to reimburse business expenses; (8) unfair competition; and (9) violation of the California Private Attorneys General Act (“PAGA”).

Defendant denies the allegations in the Actions and is prepared to continue to defend the action vigorously. No court has made any ruling on the merits in the Actions. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing.

3. WHAT IS A CLASS ACTION?

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

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

4. WHO IS INCLUDED IN THE SETTLEMENT CLASS?

All current and former non-exempt, hourly employees in California who were employed by Defendant at any time between January 1, 2021 to December 31, 2024.

5. WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

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

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

The parties have agreed to settle the case for \$330,000.00 ("Gross Settlement Amount"). Under the terms of the settlement, the following payments have been agreed to: (1) attorneys' fees not to exceed \$110,000.00 (One-Third or 33 1/3%) of the Gross Settlement Amount; (2) all documented litigation costs to Class Counsel, in amounts set by the Court, which are expected to not exceed \$30,000.00; (3) service payment to Plaintiff for services in the Actions and in exchange for a full general release from him, in an amount not to exceed \$10,000.00; (4) \$8,000.00 for settlement administration costs; and (5) a payment of \$15,000.00 to the State of California's Labor and Workforce Development Agency in connection with settlement of the claims under PAGA. The amount of money remaining after these payments is the amount that will be distributed to individuals who are Settlement Class Members and/or PAGA aggrieved employees. This amount is known as the "Settlement Share."

Each Class Member will receive a Settlement Share based on their pro-rata share of the Net Settlement Amount based on the number of workweeks worked for Settlement Class Members who do not validly opt-out of this Settlement. In other words, the Net Settlement Amount will be divided by the total number of workweeks worked by all Settlement Class Members and then multiplied by the total number of workweeks worked by each Settlement Class Member between January 1, 2022 to October 10, 2024 (the "Class Period").

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

6. HOW DOES THE SETTLEMENT AFFECT MY RIGHTS?

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

1. Participating Class Members. Upon entry of final judgment and payment by

Defendant of the Gross Settlement Amount (plus employer-side payroll taxes), Participating Class Members, on behalf of themselves and their respective representatives, agents, attorneys, heirs, administrators, successors, and assigns, hereby do and shall be deemed to have released the Released Parties from the Released Class Claims. “Released Class Claims” mean all claims, damages, or causes of action alleged in, or arising out of, the allegations in the Operative Complaint in the Actions that arose during the Class Period and which were alleged, or could have been alleged, by Plaintiff based on any of the factual allegations contained in the Operative Complaint in the Actions.

2. Aggrieved Employees. Upon entry of final judgment and payment by Defendant of the Gross Settlement Amount, the State of California and Plaintiff hereby do and shall be deemed to have released the Released Parties from the Released PAGA Claims. “Released PAGA Claims” means any and all claims for civil penalties under PAGA based on the allegations in the Operative Complaint PAGA Notices that arose during the PAGA Period.

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

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

You do not need to do anything to participate in the settlement. You will receive a monetary award from this Settlement approximately 80 days after the Final Approval Hearing on **FINAL APPROVAL HEARING**, if the Settlement is approved, and no later appeal is filed. Class Counsel have been appointed and approved by the Court and Class Counsel will represent you.

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

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

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

- Settlement Administrator:

Lukman v. Safe Haven Security Services

P.O. Box 26170
Santa Ana, CA 92799
Toll-free number: 888-369-3780

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

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

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

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

Lukman v. Safe Haven Security Services
P.O. Box 26170
Santa Ana, CA 92799
Toll-free number: 888-369-3780

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

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

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

10. YOUR NUMBER OF WORKWEEKS

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

Lukman v. Safe Haven Security Services
P.O. Box 26170

Santa Ana, CA 92799
Toll-free number: 888-369-3780

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

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

12. DO I HAVE A LAWYER IN THIS CASE?

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

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

Jeffrey Scott Ranen
J.Scott.Ranen@Goliath-Law.com
GOLIATH LAW
8605 Santa Monica Blvd., No. 584066
West Hollywood, CA 90069
Telephone: (213) 789-6549

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

13. HOW WILL THE LAWYERS BE PAID?

Class Counsel will be requesting from the Court an amount not to exceed One-Third (or 33 1/3%) of the total settlement amount (in other words, up to \$110,000.00) for their attorneys' fees and litigation costs not exceeding \$30,000. A copy of Class Counsel's application for attorneys' fees and costs can be viewed at the Riverside Superior Court, Historic Courthouse, located at 4050 Main Street, Riverside, CA 92501 after **INSERT DATE OF FINAL APPROVAL FILING**, during normal business hours or viewed online at <https://epublic->

access.riverside.courts.ca.gov/public-portal/. The actual amount awarded to Class Counsel will be determined by the Court.

14. WHAT IS THE FINAL APPROVAL HEARING?

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

15. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold the Final Approval Hearing on **FINAL APPROVAL HEARING** at 8:30 a.m. in Department 1 of the Superior Court of the State of California for the County of Riverside, Historic Courthouse, 4050 Main St, Riverside, CA 92501 ("Final Approval Hearing").

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

16. MAY I SPEAK AT THE FINAL APPROVAL HEARING?

At the hearing, the Court will be available to hear any objections and arguments concerning the Settlement. You may attend, but you do not have to attend. If you have requested exclusion from the Settlement, however, you may not speak at the Final Approval Hearing.

17. HOW DO I GET MORE INFORMATION?

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

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

Simpluris, Inc.
P.O. Box 26170
Santa Ana, CA 92799
Toll-free number: 888-369-3780

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

18. WHAT IF MY INFORMATION CHANGES?

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

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

EXHIBIT B

OBJECTION FORM

Ryan Lukman v. Safe Haven Security Services, LLC
Case Nos. CVRI2400777 and CVRI2402280

**TO OBJECT TO THE SETTLEMENT YOU MUST FILL OUT, SIGN AND RETURN
THIS FORM, POSTMARKED ON OR BEFORE **INSERT DATE**, 2025, TO
ADMINISTRATOR ADDRESS**

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

[NAME] Former Names (if any):

[ADDRESS LINE 1] _____

[ADDRESS LINE 2] _____

TELEPHONE NUMBER _____

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

I object to the settlement for the following reasons:

Executed on _____, 2025

Signature: _____

EXHIBIT C

REQUEST FOR EXCLUSION FORM

Ryan Lukman v. Safe Haven Security Services, LLC
Case Nos. CVRI2400777 and CVRI2402280

**TO EXCLUDE YOURSELF FROM THE SETTLEMENT YOU MUST SIGN AND
RETURN THIS FORM, POSTMARKED ON OR BEFORE **INSERT DATE**, 2025, TO:
ADMINISTRATOR ADDRESS**

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

[NAME] Former Names (if any):

[ADDRESS LINE 1] _____

[ADDRESS LINE 2] _____

TELEPHONE NUMBER _____

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

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

**I do not want to participate in the settlement in Ryan Lukman v. Safe Haven Security Services,
LLC , Case Nos. CVRI2400777 and CVRI2402280**

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

Executed on _____, 2025

Signature: _____

EXHIBIT D

JUSTICE FOR WORKERS, P.C.

William C. Sung SB# 280792

E-Mail: william@justiceforworkers.com

Tiffany L. Luu SB# 335127

E-Mail: tluu@justiceforworkers.com

3600 Wilshire Boulevard, Suite 1815

Los Angeles, CA 90010

Tel: 323-922-2000

Fax: 323-922-2000

Jeffrey Scott Ranen (SBN: 224285)

J.Scott.Ranen@Goliath-Law.com

GOLIATH LAW

8605 Santa Monica Blvd., No. 584066

West Hollywood, CA 90069

Telephone: (213) 789-6549

Attorneys for Plaintiff RYAN LUKMAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

RYAN LUKMAN, an individual and on behalf
of all others similarly situated;

Plaintiff,

vs.

SAFE HAVEN SECURITY SERVICES, LLC,
a Missouri limited liability company; and
DOES 1 through 50,

Defendants.

Case No.: CVRI2400777

(Consolidated with Case No. CVRI2402280)

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

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

DATE: **INSERT**

TIME: 8:30 a.m.

DEPT: 1

Reservation No.: **INSERT**

Action Filed: February 13, 2024

Trial Date: Not Set

On February 13, 2024, Plaintiff Ryan Lukman (“Plaintiff”) filed a class action Complaint against Defendant Safe Have Security Services, LLC (“Defendant”) in Riverside Superior Court, Case No. CVRI2400777 (the “Class Action”), and on April 26, 2024, Plaintiff filed a representative action Complaint against Defendant in Riverside Superior Court, Case No. CVRI2400777 (the “PAGA Action”). The Class Action and PAGA Action have been consolidated. In the operative Consolidated First Amended Complaint (“FAC”), Plaintiff, on behalf of himself and all allegedly similarly situated individuals, alleges the following causes of action: (1) unpaid minimum wages; (2) unpaid overtime wages; (3) meal period violations; (4) rest period violations; (5) wage statement penalties; (6) waiting time penalties; (7) unreimbursed business expenses; (8) unfair competition; and (9) violation of the California Private Attorneys General Act (“PAGA”). Plaintiff now seeks approval of a settlement between Plaintiff and Defendant for the class and PAGA claims alleged in the FAC.

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

Plaintiff’s Motion for Preliminary Approval of Class Action Settlement was filed with the Court on INSERT. A hearing was held before this Court on INSERT.

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

NOW THEREFORE, IT IS HEREBY ORDERED:

1. All defined terms contained herein shall have the same meanings as set forth in the Settlement Agreement;
2. The Class Representative and Defendant, through their counsel of record in the Actions, have reached an agreement to settle all claims in the Actions on behalf of the Class as a whole;
3. The Court hereby conditionally certifies the following Class for settlement purposes only:

1 “All current and former non-exempt, hourly employees of Defendant Safe Have
2 Security Services LLC in California who were employed at any time during the
3 Class Period of January 1, 2021 to December 31, 2024 (the “Class” or “Class
Members”)

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

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

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

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

20 6. The Court hereby preliminarily approves the Settlement Agreement and the Gross
21 Settlement Amount of \$330,000.00, which is to be distributed as follows: out of the Gross
22 Settlement Amount, (a) up to \$10,000.00 is to be paid to the Class Representative for his services to
23 the Class; (b) a total of up to \$110,000.00 shall be paid to Class Counsel for attorneys’ fees and up
24 to \$30,000.00 reimbursement of actual costs incurred; (c) \$20,000.00 for PAGA Penalties (75% of
25 which will be paid to the California Labor and Workforce Development Agency (“LWDA”) and
26 25% to the aggrieved employees) and (d) the Settlement Administrator shall be paid for its fees and
27 costs relating to the settlement administration process in the amount of up to \$8,000.00.

28 7. The Court finds that on a preliminary basis the Settlement Agreement appears to be

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

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

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

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

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

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

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

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

15. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and all dates provided for in the Settlement Agreement. In the event the hearing date is continued, Class Counsel will provide notice to any objecting party of any continuance of the hearing of the Motion for Final Approval by first class mail. The Court retains jurisdiction to

1 consider all further applications arising out of or connected with the Settlement Agreement.

2 IT IS SO ORDERED.

3

4

5 DATED: _____, 2025

Honorable Harold W. Hopp
Judge of the Superior Court

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

EXHIBIT E

JUSTICE FOR WORKERS, P.C.

William C. Sung SB# 280792

E-Mail: william@justiceforworkers.com

Tiffany L. Luu SB# 335127

E-Mail: tluu@justiceforworkers.com

3600 Wilshire Boulevard, Suite 1815

Los Angeles, CA 90010

Tel: 323-922-2000

Fax: 323-922-2000

Jeffrey Scott Ranen (SBN: 224285)

J.Scott.Ranen@Goliath-Law.com

GOLIATH LAW

8605 Santa Monica Blvd., No. 584066

West Hollywood, CA 90069

Telephone: (213) 789-6549

Attorneys for Plaintiff RYAN LUKMAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

RYAN LUKMAN, an individual and on behalf
of all others similarly situated;

Plaintiff,

vs.

SAFE HAVEN SECURITY SERVICES, LLC,
a Missouri limited liability company; and
DOES 1 through 50,

Defendants.

Case No.: CVRI2400777

(Consolidated with Case No. CVRI2402280)

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

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

DATE: **INSERT**

TIME: 8:30 a.m.

DEPT: 1

Action Filed: February 13, 2024

Trial Date: Not Set

1 This matter having come before this Court for hearing on _____, 2025 at 8:30 a.m.
2 on Plaintiff Ryan Lukman's ("Plaintiff") unopposed Motion for Final Approval of Class Action
3 Settlement, as set forth in the Class and PAGA Action Settlement Agreement between Plaintiff and
4 Defendant Safe Have Security Services, LLC ("Defendant"), filed on _____, 2025 titled
5 "Notice of Filing Class and PAGA Action Settlement Agreement" ("Settlement Agreement").
6 Pursuant to the Order Granting Preliminary Approval of Class Action Settlement and Setting Final
7 Approval Hearing ("Preliminary Approval Order"), adequate notice having been given as required
8 in said Order, and the Court having considered all papers filed and proceedings had herein, and
9 good cause appearing therefore, it is ORDERED, ADJUDGED AND DECREED THAT:

10 The Court has jurisdiction over the subject matter of the action and all parties.

11 Based on a review of the papers submitted by Plaintiff and a review of the applicable law,
12 the Court finds that the Gross Settlement Amount of \$330,000.00 and the terms set forth in the
13 parties' Settlement Agreement are fair, reasonable, and adequate. The Settlement Agreement is
14 hereby incorporated into this Order as though fully set forth herein. Except as otherwise specified
15 herein and for purposes of this Order, the terms used in this Order have the meaning assigned to
16 them in the Settlement Agreement and Notice of Pendency of Class Action Settlement and
17 Proposed Settlement ("Class Notice").

18 The Court has determined that the Class Notice provided to the Class pursuant to the
19 Preliminary Approval Order fully and accurately informed all Class Members of the material
20 elements of the proposed Settlement, constituted the best notice practicable under the
21 circumstances, and constituted valid, due and sufficient notice to all Class Members.

22 The Court hereby grants full, unconditional and final approval of the Settlement as fair,
23 reasonable and adequate in all respects, determines that the Settlement was made in good faith and
24 in the best interests of the Parties, and orders the Parties to effectuate the Settlement in accordance
25 with the terms of the Settlement Agreement. The Court further finds that the Settlement was the
26 result of arm's-length negotiations conducted after Class Counsel had thoroughly and adequately
27 investigated the claims and became familiar with the strengths and weaknesses of those claims. In
28 particular, the amount of monies allocated to the Class Members, and the assistance of an

1 experienced mediator in the settlement process, among other factors, support the Court's conclusion
2 that the Settlement is fair, reasonable, and adequate. The amounts agreed to be paid by Defendant,
3 including the Settlement Shares to be paid to Participating Class Members as provided for by the
4 Settlement Agreement, are fair and reasonable under the facts of this case.

5 The Court hereby grants final approval of attorneys' fees in the amount of \$110,000.00 that
6 will be paid to Justice for Workers, P.C. (\$88,000.00) and Goliath Law (\$22,000.00).

7 The Court hereby grants final approval of attorneys' costs in the amount of \$ _____
8 to Class Counsel that will be paid to Justice for Workers, P.C.

9 The Court hereby grants final approval of an enhancement award in the amount of \$7,500.00
10 to Plaintiff, in addition to his Settlement Share as a Participating Class Member, for his time and
11 effort serving as the Class Representative.

12 The Court hereby grants final approval of the PAGA Payment in the amount of \$20,000.00
13 with 75% or \$30,000.00 to be paid to the Labor Workforce Development Agency and 25% or
14 \$10,000.00 to be paid to the Aggrieved Employees.

15 The Court also hereby approves payment of \$8,000.00 to Simpluris, Inc., the appointed
16 Settlement Administrator, for the services it has rendered and will render in administering the
17 Settlement as described more fully in the Settlement Agreement.

18 The Court hereby finds that the Class Notice and all related documents have been mailed to
19 all Class Members as previously ordered by the Court, and that such Class Notice fairly and
20 adequately described the terms of the proposed Settlement Agreement, the manner in which Class
21 Members could object to or participate in the Settlement, and the manner in which Class Members
22 could opt out of the Class; was the best notice practicable under the circumstances; was valid, due
23 and sufficient notice to all Class Members; and complied fully with California Rule of Court 3.769,
24 due process and all other applicable laws. The Court further finds that a full and fair opportunity
25 has been afforded to Class Members to participate in the proceedings convened to determine
26 whether the proposed Settlement Agreement should be given final approval. Accordingly, the
27 Court hereby determines that all Class Members who did not file a timely and proper request to be
28 excluded from the Settlement are bound by this Order.

1 The Court finds that the Settlement Agreement is fair, reasonable, and adequate as to the
2 Class, Plaintiff and Defendant. The Court further finds that the Settlement is the product of good
3 faith, intensive, serious, non-collusive, and arm's-length negotiations between the Parties, is
4 supported by an evidentiary record, experienced and qualified Class Counsel and involvement of an
5 experienced mediator, and confers a significant financial benefit to the Class commensurate with
6 the likely recovery if Plaintiff prevailed at trial and the risks of continued litigation. The Court
7 further finds that the Settlement Agreement is consistent with public policy, and fully complies with
8 all applicable provisions of law, including the provisions of California Code of Civil Procedure
9 section 382 and California Rules of Court, Rule 3.760. The nature of the claims, the strength of
10 Defendant's defenses, the amounts paid under the Settlement, the allocation of settlement proceeds
11 among the Participating Class Members and the fact that a settlement represents a compromise of
12 the Parties' respective positions rather than the result of a finding of liability at trial all support the
13 Court's decision granting final approval. The following factors also support the decision granting
14 final approval: the risk, expense, complexity and likely duration of further litigation; the risk of
15 attaining and maintaining class action status throughout the proceedings; and the extent of discovery
16 completed and the stage of the proceedings.

17 The reaction of the Class Members to the proposed Settlement further supports the Court's
18 decision granting final approval. There are _____ requests for exclusion from the Settlement
19 served by _____. These individuals shall not be subject to the release provided by
20 Participating Class Members. Also, no objections have been submitted to the Settlement by any of
21 the Class Members.

22 The Settlement Administrator shall calculate and administer from the Gross Settlement
23 Amount the following, all of which shall be deducted from the Gross Settlement Amount:
24 Settlement Shares to be made to the Participating Class Members, Attorney's Fees and Expenses
25 Payment to Class Counsel, the LWDA Payment, the Class Representative Service Payment, and the
26 Settlement Administration Expenses. A total of \$_____ will be distributed to the
27 Participating Class Members, which the Court hereby fully and finally approves. The Settlement
28 Administrator is hereby directed to mail the Settlement Shares in envelopes that bear the notation,

1 “YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED” and take all other actions in
2 furtherance of the settlement administration as specified in the Settlement Agreement.

3 The releases, waivers and covenants not to sue by Plaintiff, as set forth in the Settlement
4 Agreement and in the Class Notice, are approved and are hereby incorporated by reference and
5 made a part of this Order as though fully set forth herein. As more specifically set forth in the
6 Settlement Agreement, by operation of the entry of this Order and Judgment and pursuant to the
7 Settlement, Plaintiff waive and release the Released Claims as set forth in the Settlement
8 Agreement, which are barred pursuant to this Order and Judgment.

9 By means of this Final Approval Order, final judgment is entered, as defined in section 577
10 of the California Code of Civil Procedure, binding each Participating Class Member and operating
11 as a full release and discharge of Released Class Claims and binding the State of California and
12 Plaintiff as a full release and discharge of Released PAGA Claims. All rights to appeal this Order
13 or the Judgment have been waived except as specifically permitted in the Settlement Agreement.

14 Nothing in this Order and Judgment shall preclude any action to enforce the Parties’
15 obligations under the Settlement or under this Order.

16 Participating Class Members shall have one-hundred eighty (180) days from the date of
17 issuance of the check to negotiate the check. If (i) any of the class members are current employees
18 of the defendant, (ii) the distribution mailed to those employees is returned to the administrator as
19 being undeliverable, and (iii) the Settlement Administrator is unable to locate a valid mailing
20 address, the administrator shall arrange with the defendant to have those distributions delivered to
21 the employees at their place of employment.

22 The funds from any checks returned as undeliverable, and any checks not negotiated within
23 180 days, shall be transmitted California State Controller’s office in the name of the class member.

24 A compliance hearing is set for _____ a Nonappearance Hearing in Department 1 of
25 the above-referenced Court. At least five (5) court days prior to the compliance hearing, the
26 Settlement Administrator will provide declaration to the Court that shall describes (i) the date the
27 checks were mailed, (ii) the total number of checks mailed to class members, (iii) the average
28 amount of those checks, (iv) the number of checks that remain uncashed, (v) the total value of those

uncashed checks, (vi) the average amount of the uncashed checks, and (vii) the nature and date of the disposition of those unclaimed funds.

Without affecting the finality of the Judgment in any way, the Court reserves exclusive and continuing jurisdiction over the action and the Parties for purposes of supervising the implementation, enforcement, construction, administration and effectuation of the Settlement Agreement.

The Parties and Settlement Administrator are hereby ordered to implement and comply with the terms of the Settlement Agreement. Notice of entry of this Order and Judgment shall be given by Class Counsel on behalf of Plaintiff and all Participating Class Members by posting a copy on the Settlement Administrator’s website. Settlement Administrator will provide the following notation on check stubs mailed to class members “The Judgment was entered on _____, 2025 and you can view a copy of the judgment at _____.”

IT IS SO ORDERED AND ADJUDGED.

DATED: _____, 2025

Honorable Harold W. Hopp
Judge of the Superior Court

EXHIBIT F

JUSTICE FOR WORKERS, P.C.

William C. Sung, SB# 280792

E-Mail: william@justiceforworkers.com

Tiffany L. Luu, SB# 335127

E-Mail: tluu@justiceforworkers.com

3600 Wilshire Boulevard, Suite 1815

Los Angeles, CA 90010

Tel: 323-922-2000

Fax: 323-922-2000

Jeffrey Scott Ranen (SBN: 224285)

J.Scott.Ranen@Goliath-Law.com

GOLIATH LAW

8605 Santa Monica Blvd., No. 584066

West Hollywood, CA 90069

Telephone: (213) 789-6549

Attorneys for Plaintiff RYAN LUKMAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

RYAN LUKMAN, an individual and on behalf
of all others similarly situated;

Plaintiff,

vs.

SAFE HAVEN SECURITY SERVICES, LLC,
a Missouri limited liability company; and
DOES 1 through 50,

Defendants.

Case No.: CVRI2400777

**CONSOLIDATED FIRST AMENDED
CLASS AND REPRESENTATIVE
ACTION COMPLAINT:**

- (1) **MINIMUM WAGE VIOLATIONS**
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);
- (2) **OVERTIME WAGE VIOLATIONS**
(LABOR CODE §§ 204, 510, 1194,
1198);
- (3) **MEAL PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7, 512, 558);
- (4) **REST PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7, 516, 558);
- (5) **WAGE STATEMENT PENALTIES**
(LABOR CODE § 226);
- (6) **WAITING TIME PENALTIES**
(LABOR CODE §§ 201-203);

- (7) **FAILURE TO REIMBURSE
NECESSARY BUSINESS EXPENSES
(LABOR CODE § 2802);**
- (8) **UNFAIR COMPETITION (BUS &
PROF CODE §§ 17200, *et seq.*);**
- (9) **CIVIL PENALTIES UNDER THE
CALIFORNIA PRIVATE
ATTORNEYS GENERAL ACT
(LABOR CODE §§ 2698, *et seq.*)**

DEMAND FOR JURY TRIAL

Plaintiff RYAN LUKMAN (“Plaintiff”), on behalf of himself and all others similarly situated, hereby brings this Consolidated First Amended Class and Representative Action Complaint (“Complaint”) against Defendants SAFE HAVEN SECURITY SERVICES, LLC, a Missouri limited liability company, and DOES 1 to 50 (collectively “Defendants”), and on information and belief alleges as follows:

JURISDICTION AND VENUE

1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this Complaint for recovery of unpaid wages and penalties under California Business and Professions Code § 17200, *et seq.*, Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2698, *et seq.*, and applicable Industrial Welfare Commission (“IWC”) Wage Orders (“Wage Orders”), in addition to seeking injunctive relief, declaratory relief, and restitution. This Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations of the Labor Code because the amount in controversy exceeds \$25,000.

2. Venue is proper in this judicial district because Defendants maintain offices, have agents, and/or transact business in the State of California, including Riverside County, and some of the acts and omissions complained of herein occurred in Riverside County. Furthermore, Plaintiff was employed by Defendants within Riverside County.

///

///

PARTIES

3. Plaintiff is, and at all times relevant herein was, an individual over the age of eighteen (18) and is a California resident. Within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim of Defendants' policies, practices, and/or customs complained of herein and has been deprived of the rights guaranteed by Business and Professions Code § 17200, *et seq.*, Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2698, *et seq.*, and Wage Orders.

4. Plaintiff is informed and believes, and based thereon alleges, that during the applicable statute of limitations for each cause of action pled herein and continuing to the present, Defendants engaged in, and continue to engage in, business, and employed Plaintiff and other, similarly-situated non-exempt employees within Riverside County, and the State of California and, therefore, were (and are) doing business in Riverside County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and based thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, was responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined below) to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

6. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, Defendants, and each of them, were the agents, servants, and employees of each of the other defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and employment.

7. Plaintiff is informed and believes, and based thereon alleges, that at all times material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or

1 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
2 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
3 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
4 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

5 8. At all times herein mentioned, Defendants, and each of them, were members of, and
6 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
7 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

8 9. At all times herein mentioned, the acts and omissions of various Defendants, and
9 each of them, concurred and contributed to the various acts and omissions of each and all of the
10 other Defendants in proximately causing the injuries and damages as herein alleged.

11 **FACTUAL ALLEGATIONS**

12 10. Defendants are an authorized dealer of ADT security alarms and operate a regional
13 office in Riverside, California. Defendants employed Plaintiff as an hourly-paid, non-exempt
14 employee from approximately August 2023 to approximately January 6, 2024 as an installer and
15 technician.

16 11. Throughout Plaintiff's employment with Defendants, Defendants' timekeeping
17 and/or payroll policies and practices resulted in Plaintiff and other non-exempt employees not being
18 compensated for all hours actually worked. Plaintiff and other non-exempt employees regularly
19 worked more than eight hours in a workday or 40 hours in a workweek. Upon information and
20 belief, Defendants required Plaintiff and other non-exempt employees to perform work before their
21 scheduled shifts, after their scheduled shifts, and/or during off-the-clock meal breaks, including
22 unlawfully deducting 30 minutes of work time when Plaintiff and other non-exempt employees
23 were not provided with meal periods, and failed to compensate employees for this time. Upon
24 information and belief, Defendants also failed to incorporate multiple rates of pay and/or all non-
25 discretionary remuneration into the regular rate of pay. As a result, Plaintiff and other non-exempt
26 employees were not compensated for all earned minimum and overtime wages.

27 12. Defendants failed to provide Plaintiff and other non-exempt employees with all
28 legally compliant meal periods due to Defendants' meal period policies/practices, which have

1 frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes),
2 and/or missed meal periods. Upon information and belief, Plaintiff and other non-exempt
3 employees were not able to take their legally compliant meal breaks due to work demands imposed
4 by Defendants. Upon information and belief, Defendants do not keep accurate records of Plaintiff's
5 and other non-exempt employees' hours worked, including accurate time records showing when
6 employees take their meal periods. On those occasions when Plaintiff and other non-exempt
7 employees were not provided with all legally compliant meal periods to which they were entitled,
8 Defendants failed to compensate Plaintiff and other non-exempt employees with the required meal
9 period premium(s) for each workday there was a meal period violation as mandated by Labor Code
10 § 226.7. Upon information and belief, Defendants maintained no mechanism for the payment of
11 meal period premium payments as required by Labor Code § 226.7 in the event that a legally
12 compliant meal period was not provided to their non-exempt employees.

13 13. Plaintiff and other non-exempt employees were not authorized and permitted to take
14 all required rest periods due to Defendants' unlawful rest period policies/practices, which failed to
15 authorize and permit a net 10-minute rest period for every four hours worked, or major fraction
16 thereof. Plaintiff and other non-exempt employees were not able to take their legally compliant rest
17 breaks due to work demands imposed by Defendants. Additionally, although Plaintiff and other
18 non-exempt employees occasionally worked shifts in excess of 10 hours, Plaintiff and other non-
19 exempt employees were not authorized and permitted a third rest period during shifts in excess of
20 10 hours. On those occasions when Plaintiff and other non-exempt employees were not authorized
21 and permitted to take all legally compliant rest periods to which they were entitled, Defendants
22 failed to compensate them with the required rest period premium(s) for each workday there was a
23 rest period violation as mandated by Labor Code § 226.7. Upon information and belief, Defendants
24 maintained no mechanism for the payment of rest period premium payments as required by Labor
25 Code § 226.7, in the event that a legally compliant rest period was not authorized and permitted to
26 their non-exempt employees.

27 14. Additionally, upon information and belief, Defendants violated Labor Code § 246 by
28 failing to incorporate multiple rates of pay and/or all non-discretionary remuneration into the paid

1 sick leave pay rate.

2 15. As a result of Defendants' failure to pay all minimum and overtime wages, failure to
3 pay all meal and rest period premium wages, and unlawful timekeeping and payroll practices as
4 alleged above, Defendants maintained inaccurate payroll records and issued inaccurate wage
5 statements to Plaintiff and other non-exempt employees. As a further result of Defendants' failure to
6 pay all minimum and overtime wages, sick leave wages, and meal and rest period premium wages,
7 Defendants failed to timely pay all final wages to Plaintiff and other former non-exempt employees
8 upon their separation of employment from Defendants.

9 16. Additionally, Defendants required Plaintiff and other non-exempt employees to use
10 their personal cellphones to communicate for work and drive their personal vehicles. Despite
11 requiring employees to incur these necessary business expenses, Defendants failed to reimburse
12 Plaintiff and other non-exempt employees for the cost of their personal cellphone usage and failed
13 to reimburse mileage at the IRS mileage reimbursement rate.

14 17. Labor Code § 432.5 provides that "no employer . . . shall require any employee or applicant
15 for employment to agree, in writing, to any term or condition which is known by such employer . . . to be
16 prohibited by law." California Business and Professions Code § 16600 further provides any contract that
17 restricts an individual from "engaging in a lawful profession, trade, or business" is null and void. During the
18 relevant time period, Defendants required Plaintiff and other aggrieved employees to sign an unlawful
19 Employment Agreement to not compete with Defendants, solicit Defendants' customers and employees, or
20 complete with Defendants for one year after their termination, which is known to Defendants to be prohibited
21 by Business and Professions Code § 16600.

22 18. Labor Code § 212 provides: "No person, or agent or officer thereof, shall issue in payment
23 of wages due, or to become due, or as an advance on wages to be earned: (1) Any order, check, draft, note,
24 memorandum, or other acknowledgment of indebtedness, unless it is negotiable and payable in cash, on
25 demand, without discount, at some established place of business in the state, the name and address of which
26 must appear on the instrument, and at the time of its issuance and for a reasonable time thereafter, which
27 must be at least 30 days, the maker or drawer has sufficient funds in, or credit, arrangement, or understanding
28 with the drawee for its payment." Defendant violated Labor Code section 212 by paying Plaintiff and other

employees through direct deposits only.

CLASS ACTION ALLEGATIONS

19. **Class Definitions:** Plaintiff brings this action on behalf of himself and the following Classes pursuant to § 382 of the California Code of Civil Procedure:

- a. Minimum Wage Class: All current and former non-exempt employees of Defendants in the State of California who were subject to Defendants' timekeeping and payroll policies and/or practices, during the four years immediately preceding the filing of this action through the present.
- b. Overtime Class: All current and former non-exempt employees of Defendants in the State of California who worked more than eight hours per day and/or 40 hours per week and were subject to Defendants' timekeeping policies and/or practices, during the four years immediately preceding the filing of this action through the present.
- c. Meal Period Class: All current and former non-exempt employees of Defendants in the State of California who: (i) worked at least one shift in excess of 5.0 hours; and/or (ii) worked at least one shift in excess of 10.0 hours, during the four years immediately preceding the filing of this action through the present.
- d. Rest Period Class: All current and former non-exempt employees of Defendants in the State of California who worked at least one shift of 3.5 or more hours, during the four years immediately preceding the filing of this action through the present.
- e. Wage Statement Class: All current and former non-exempt employees of Defendants in the State of California who received a wage statement, during the one year immediately preceding the filing of this action through the present.
- f. Waiting Time Penalty Class: All of Defendants' formerly employed members of the Minimum Wage Class, Overtime Class, Rest Period Class, and/or Meal Period Class during the three years immediately preceding the filing of this action through the present.
- g. Expense Reimbursement Class: All current and former non-exempt employees of Defendants in the State of California who were not reimbursed for all necessary

business expenses, during the four years immediately preceding the filing of this action through the present.

20. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be impractical, if not impossible. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than 50 individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records, including payroll records.

21. **Common Questions of Law and Fact Predominate/Well-Defined Community of Interest:** There are predominant common questions of law and fact as to Plaintiff and members of the Classes, which predominate over questions affecting only individual members including, without limitation to:

- a. Whether Defendants properly paid all overtime wages to members of the Overtime Class;
- b. Whether Defendants paid at least the minimum wage for all hours worked to members of the Minimum Wage Class;
- c. Whether Defendants provided all legally compliant meal periods or paid meal period premium wages due to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- d. Whether Defendants authorized and permitted all legally compliant rest periods or paid all rest period premium wages due to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- e. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226;
- f. Whether Defendants reimbursed members of the Expense Reimbursement Class for all necessary business expenses pursuant to Labor Code § 2802; and
- g. Whether Defendants timely paid all final wages to members of the Waiting Time Class at the time of their separation of employment pursuant to Labor Code §§ 201 and 202.

1 These common questions of law and fact set forth above are numerous and substantial and
2 stem from Defendants' policies and/or practices applicable to each individual class member. As
3 such, the common questions predominate over individual questions concerning each individual
4 class member's showing as to their eligibility for recovery or as to the amount of their damages.

5 22. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
6 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)
7 of limitations period applicable to each cause of action pled in the Complaint. As alleged herein,
8 Plaintiff, like the members of the Classes, was not paid all minimum and overtime wages owed due
9 to Defendants' timekeeping and payroll policies/practices, was not provided all required meal
10 periods, was not authorized and permitted all rest periods, did not receive premium pay for non-
11 compliant meal and rest periods, was not paid all final wages upon separation of employment, was
12 not provided with accurate, compliant, itemized wage statements, and was not reimbursed for all
13 necessary business expenses.

14 23. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
15 to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
16 attorneys are ready, willing and able to fully and adequately represent the members of the Classes
17 and Plaintiff. Plaintiff's attorneys have litigated numerous wage-and-hour class actions in state and
18 federal courts in the past and are committed to vigorously prosecuting this action on behalf of the
19 members of the Classes.

20 24. **Superiority:** The Labor Code is broadly remedial in nature and serves an important
21 public interest in establishing minimum working conditions and standards in California. These laws
22 and labor standards protect the average working employee from exploitation by employers who
23 have the responsibility to follow the laws and who may seek to take advantage of superior economic
24 and bargaining power in setting onerous terms and conditions of employment. The nature of this
25 action and the format of laws available to Plaintiff and members of the Classes make the class
26 action format a particularly efficient and appropriate procedure to redress the violations alleged
27 herein. If each employee were required to file an individual lawsuit, Defendants would necessarily
28 gain an unconscionable advantage since they would be able to exploit and overwhelm the limited

resources of each individual plaintiff with their vastly superior financial and legal resources.

25. Moreover, requiring each member of the Class(es) to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. The claims of the individual members of the Class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending hereto.

26. Furthermore, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. As such, the Classes identified hereinabove are maintainable as classes under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

MINIMUM WAGE VIOLATIONS

(Against All Defendants)

27. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

28. Labor Code §§ 1182.12, 1197, and Wage Orders, § 4 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state or local law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform its pay practices to the requirements of the law by failing to pay Plaintiff and members of the Minimum Wage Class for all hours worked, including, but not limited to, all hours they were

subject to the control of Defendants and/or suffered or permitted to work under the Labor Code and Wage Orders.

29. Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code § 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

30. As a consequence of Defendants' non-payment of minimum wages, Plaintiff and members of the Minimum Wage Class seek recovery of the balance of unpaid wages, including interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§ 218.6, 558, 1194, 1194.2, and 1199, Code of Civil Procedure § 1021.5; and Civil Code §§ 3287 and 3289.

SECOND CAUSE OF ACTION
OVERTIME WAGE VIOLATIONS
(Against All Defendants)

31. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

32. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, 1198, and Wage Orders, § 3, which provide that non-exempt employees are entitled to all overtime wages and compensation for all overtime hours worked and provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

33. At all times relevant herein, Defendants were required to properly compensate non-exempt employees, including Plaintiff and members of the Overtime Class, for all overtime hours worked pursuant to Labor Code § 1194 and Wage Orders. Wage Orders, § 3 requires an employer to pay an employee one and one-half (1½) times and two times the employee's regular rate of pay for overtime and double time hours work. Defendants caused Plaintiff and members of the Overtime Class to work overtime hours but failed to compensate these employees for all overtime hours actually worked.

1 34. As a consequence of Defendants' non-payment of overtime wages, Plaintiff and
2 members of the Overtime Class seek recovery of the balance of unpaid overtime wages, including
3 interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§
4 204, 210, 216, 218.6, 510, 1194, and 1198; Code of Civil Procedure § 1021.5; and Civil Code §§
5 3287 and 3289.

6 **THIRD CAUSE OF ACTION**

7 **MEAL PERIOD VIOLATIONS**

8 **(Against All Defendants)**

9 35. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
10 fully set forth herein.

11 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
12 in their affirmative obligation to provide all of their non-exempt employees in California, including
13 Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in
14 accordance with the mandates of the Labor Code and Wage Orders, § 11.

15 37. Despite Defendants' violations, Defendants did not pay an additional hour of pay to
16 Plaintiff and members of the Meal Period Class at their respective regular rates of compensation, in
17 accordance with California Labor Code §§ 204, 210, 226.7, and 512.

18 38. As a consequence of Defendants' unlawful meal period practices, Plaintiff and
19 members of the Meal Period Class seek recovery of unpaid premium wages for meal period
20 violations including interest thereon, statutory penalties, and costs of suit, pursuant to Labor Code
21 §§ 226.7, 512, 558, Wage Orders, and Civil Code §§ 3287 and 3289.

22 **FOURTH CAUSE OF ACTION**

23 **REST PERIOD VIOLATIONS**

24 **(Against All Defendants)**

25 39. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
26 fully set forth herein.

27 40. Labor Code §§ 226.7, 516, 558, and Wage Orders, § 12 and establish the right of
28 employees to be provided with a rest period of at least 10 minutes for each four-hour period

1 worked, or major fraction thereof. Plaintiff is informed and believes, and based thereon alleges, that
2 despite Defendants' failure to authorize and permit Plaintiff and members of the Rest Period Class
3 to take all legally compliant rest periods as alleged herein, Defendants did not pay these individuals
4 an additional hour of pay at their respective regular rate for the rest periods that they failed to
5 authorize and permit them to take, as required by Labor Code § 226.7.

6 41. As a consequence of Defendants' unlawful rest period practices, Plaintiff and
7 members of the Rest Period Class seek recovery of unpaid premium wages for rest period violations
8 including interest thereon, statutory penalties, and costs of suit, statutory penalties, attorneys' fees,
9 and costs of suit according to Labor Code §§ 226.7, 516, 558, Wage Orders, and Civil Code §§
10 3287 and 3289.

11 **FIFTH CAUSE OF ACTION**

12 **WAGE STATEMENT PENALTIES**

13 **(Against All Defendants)**

14 42. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
15 fully set forth herein.

16 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
18 and members of the Wage Statement Class with accurate and complete, itemized wage statements
19 that included, among other requirements, all hours worked, total gross wages earned, all rates of pay
20 and corresponding number of hours worked, total net wages earned, the inclusive dates of the pay
21 period, and/or the correct name and address of the legal entity that is the employer in violation of
22 Labor Code § 226.

23 44. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
24 with accurate and complete, itemized wage statements resulted in actual injury, as said failures led
25 to, among other things, the non-payment of minimum and overtime wages and meal and rest period
26 premium wages owed and deprived them of the information necessary to identify the discrepancies
27 in Defendants' reported payroll data.

28 45. As a consequence of Defendants' unlawful wage statement practices, Plaintiff and

members of the Wage Statement Class seek damages and/or statutory penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code § 226.

SIXTH CAUSE OF ACTION

WAITING TIME PENALTIES

(Against All Defendants)

46. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

47. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event the employer discharges the employee or the employee provides at least 72 hours of notice of their intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

48. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at their separation from employment, including unpaid minimum and overtime wages as well as unpaid meal and rest period premium wages.

49. Furthermore, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-202.

50. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting Time Class their earned wages upon separation from employment results in continued payment of daily wages up to thirty days from the time the wages were due.

51. As a consequence of Defendants' unlawful practices, Plaintiff and members of the Waiting Time Class seek statutory penalties, and costs of suit according to California Labor Code § 203.

SEVENTH CAUSE OF ACTION

FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES

(Against All Defendants)

52. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

53. At all relevant times herein, Defendants were subject to Labor Code § 2802, which states that “an employer shall indemnify his or her employees 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 obedience to the directions of the employer.”

54. Defendants violated Labor Code § 2802 by failing to reimburse Plaintiff and members of the Expense Reimbursement Class all necessary business expenses they incurred in the performance of their job duties.

55. As a consequence of Defendants’ unlawful practices, Plaintiff and members of the class seek recovery of unreimbursed business expenses, including interest thereon, reasonable attorneys’ fees, and costs of suit pursuant to Labor Code § 2802.

EIGHTH CAUSE OF ACTION

UNFAIR COMPETITION

(Against All Defendants)

56. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

57. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of Business and Professions Code § 17200, *et seq.*, by:

- a. failing to pay Plaintiff and members of the Minimum Wage Class all minimum wages due;
- b. failing to pay Plaintiff and members of the Overtime Class all overtime wages due;
- c. failing to provide Plaintiff and members of the Meal Period Class with all meal periods to which they are entitled, and failing to pay them all meal period premium wages due;

- 1 d. failing to authorize and permit Plaintiff and members of the Rest Period Class all rest
- 2 periods to which they are entitled, and failing to pay them all rest period premium
- 3 wages due;
- 4 e. failing to issue accurate and itemized wage statements to Plaintiff and members of
- 5 the Wage Statement Class;
- 6 f. failing to timely pay all final wages to Plaintiff and members of the Waiting Time
- 7 Penalty Class; and
- 8 g. failing to reimburse all necessary business expenses to Plaintiff and members of the
- 9 Expense Reimbursement Class.

10 58. Defendants’ utilization of these unfair and/or unlawful business practices deprived
11 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally
12 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
13 Defendants’ competitors who have been and/or are currently employing workers and attempting to
14 do so in honest compliance with applicable wage and hour laws.

15 59. Because Plaintiff is a victim of Defendants’ unfair and/or unlawful conduct alleged
16 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of
17 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
18 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

19 60. The acts complained of herein occurred within the last four years immediately
20 preceding the filing of the Complaint in this action.

21 **NINTH CAUSE OF ACTION**

22 **PRIVATE ATTORNEYS GENERAL ACT**

23 **(Against All Defendants)**

24 61. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
25 fully set forth herein.

26 62. Plaintiff, an “aggrieved employee” within the meaning of Labor Code §§ 2698, *et*
27 *seq.*, acting on behalf of himself and other aggrieved employees (collectively, “Aggrieved
28 Employees”), brings this representative action against Defendants to recover the civil penalties due

to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay minimum wages for all hours worked to Aggrieved Employees in violation of Labor Code § 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- b. Failing to pay Aggrieved Employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- c. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Aggrieved Employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- d. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Aggrieved Employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- e. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- f. Failing to timely pay all final wages and compensation earned by Aggrieved Employees at the time of separation in violation of Labor Code §§ 201-202;

- 1 g. Failure to reimburse Aggrieved Employees for all necessary business expenses in
- 2 violation of Labor Code § 2802;
- 3 h. Failing to pay Aggrieved Employees all paid sick leave wages in violation of Labor
- 4 Code § 246;
- 5 i. Violating Labor Code § 432.5 by requiring Aggrieved Employees to sign unlawful
- 6 non-compete and non-solicitation agreements in violation of Business and
- 7 Professions Code § 16600;
- 8 j. Violating Labor Code § 212 by paying Aggrieved Employees through direct deposits
- 9 only
- 10 k. Failing to pay Aggrieved Employees all earned wages at least twice during each
- 11 calendar month in violation of Labor Code § 204; and
- 12 l. Failing to maintain accurate records on behalf of Aggrieved Employees in violation
- 13 of Labor Code §§ 1174 and 1198.

14 63. On or about February 9, 2024, Plaintiff notified Defendants via certified mail, and
15 notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of
16 Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties
17 under Labor Code §§ 2698, *et seq.* with respect to the violations of the Labor Code identified in the
18 preceding paragraph. Enclosed as Exhibit A is a true and correct copy of the February 9, 2024
19 PAGA letter to the LWDA and Defendants. Now that 33 days and 65 days have passed from
20 Plaintiff notifying Defendants and the LWDA of these violations, Defendants have not cured any
21 curable violations, and the LWDA has not provided notice that it intends to investigate the
22 violations, Plaintiff has exhausted administrative requirements for bringing a claim under the
23 Private Attorneys General Act with respect to these violations.

24 64. On or about March 11, 2024, Plaintiff filed an amended PAGA letter with the
25 LWDA via its website and sent the amended PAGA letter to Defendants via certified mail.
26 Enclosed as Exhibit B is a true and correct copy of the March 11, 2024 amended PAGA letter.

27 65. Plaintiff has incurred attorneys’ fees and costs, which Plaintiff is entitled to receive
28 under California Labor Code § 2699(g).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and 1197;
5. Upon the Second Cause of Action, for payment of overtime wages and penalties according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
6. Upon the Third Cause of Action, for meal period premium wages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
7. Upon the Fourth Cause of Action, for rest period premium wages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code § 226;
9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code § 203;
10. Upon the Seventh Cause of Action, for unreimbursed business expenses according to proof pursuant to Labor Code § 2802;
11. Upon the Eighth Cause of Action, for restitution to Plaintiff and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code §§ 17200, *et seq.*;
12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiff, other Aggrieved Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to

pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as waiting time under the terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided;

13. Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6 and Civil Code §§ 3287 and 3289;

14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 218.5, 226, 1194, 2699(g), and Code of Civil Procedure § 1021.5; and

15. For such other and further relief, the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all claims.

DATED: February 17, 2025

JUSTICE FOR WORKERS, P.C.

By:



William C. Sung
Tiffany L. Luu
Attorneys for Plaintiff RYAN LUKMAN

EXHIBIT A



JUSTICE FOR WORKERS

3600 WILSHIRE BOULEVARD, SUITE 1815, LOS ANGELES, CA 90010

TEL: (323) 922-2000

FAX: (323) 922-2000

www.JusticeForWorkers.com

February 10, 2024

VIA PAGA ONLINE FILING ONLY

California Labor and Workforce Development Agency

Attn: PAGA Administrator

455 Golden Gate Avenue, 9th Floor

San Francisco, CA 94102

<https://dir.tfaforms.net/308>

**Re: *Ryan Lukman v. Safe Haven Security Services, LLC*
Notice of Private Attorneys General Act Claim**

Dear PAGA Administrator:

This office has been retained by aggrieved employee Ryan Lukman ("Plaintiff") concerning a representative action pursuant to the Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq.* ("PAGA") against Safe Haven Security Services, LLC (including any and all affiliates, subsidiaries, parents, directors, officers, managing agents, and executive employees) (collectively referred to as "Defendants") for violations of California wage and hour laws. Plaintiff seeks civil penalties for violations of the Labor Code and all other remedies available under PAGA.

Plaintiff seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the notice requirements of Labor Code § 2699.3.

Defendants are an authorized dealer of ADT security alarms and operate a regional office in Riverside, California. Defendants employed Plaintiff as an hourly-paid, non-exempt employee from approximately August 2023 to approximately January 6, 2024 as an installer and technician. The "aggrieved employees" that Plaintiff seeks civil penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Defendants violated and/or continue to violate, among other provisions of the Labor Code and applicable wage law, California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 256, 510, 512, 516, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, and 2802, and IWC Wage Orders.

Labor Code §§ 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. The applicable Wage Order defines "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." See §2 of all applicable Wage Orders. Therefore, employers are required to pay employees for all time spent subject to the control of the employer and all time the employee is suffered or permitted to work. During the relevant time period, Defendants required Plaintiff and other aggrieved employees to perform work before clocking in, after clocking out, and/or during off-the-clock meal breaks, including by unlawfully deducting 30 minutes of time worked for meal periods that were not provided to Plaintiff and other aggrieved employees, and failed to compensate aggrieved employees for this time.

Labor Code §§ 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Plaintiff and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week but were not paid for all hours worked before clocking in, after clocking out, and/or during off-the-clock meal breaks. Plaintiff and other aggrieved employees were not paid overtime compensation at the regular rate of pay because Defendants failed to incorporate multiple rates of pay and/or all non-discretionary remuneration into the regular rate of pay.

Labor Code §§ 226.7, 512, 516, and the Wage Orders require employers to pay an employee one additional hour of pay at the employee's regular rate of compensation for each meal or rest period that is not provided. During the relevant time period, Defendants required Plaintiff and other aggrieved employees to work during meal and rest periods and failed to compensate them properly and at the regular rate of compensation for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods, unlawful rounding of meal period punches, and by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration into the regular rate of compensation.

Labor Code § 246 mandates employers to comply with various requirements with respect to the provision of paid sick leave to employees. During the relevant time period, Defendants improperly calculated the sick leave rate of pay owed to Plaintiff and other aggrieved employees by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration into the sick leave pay rate calculation.

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Defendants failed to pay Plaintiff and other aggrieved employees all wages due to them within any time period specified by Labor Code §§ 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

Labor Code § 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. Labor Code § 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Defendants failed to pay Plaintiff and other aggrieved employees all wages due to them within any time period specified by Labor Code § 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

Labor Code § 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Defendants did not provide Plaintiff and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Defendants were in violation of Labor Code § 226(a). The violations include, but are not limited to, the failure to include the total hours worked, including time spent working off the clock and during meal and rest periods, failure to state the correct gross and net wages earned for all time worked, and failure to state all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Labor Code § 1174 requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Defendants failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Plaintiff and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

Labor Code § 2802 requires an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Plaintiff and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants, including, but not limited to, use of their personal cellphones. Defendants also failed to reimburse Plaintiff and other aggrieved employees mileage at the IRS mileage reimbursement rate.

Therefore, on behalf of all aggrieved employees, Plaintiff seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the LWDA, for violation of the Labor Code pursuant to PAGA. Labor Code § 2699.3 requires that a claimant send a certified letter (i.e. this letter) to the employer in question and file an online claim to the LWDA setting forth the claims and the basis for the claims, thereby giving the LWDA and employer an opportunity to investigate the claims and/or take any action they deem appropriate. If the LWDA and Defendants elect not to take any action with

respect to any of the foregoing claims, Plaintiff will seek these penalties in a civil action on behalf of all aggrieved employees within one year of the date of this letter as allowed by law.

If you have any questions, please contact me at the phone number or address below:

William C. Sung
JUSTICE FOR WORKERS, P.C.
3600 Wilshire Boulevard
Suite 1815
Los Angeles, CA 90010
Office: 323-922-2000
Fax: 323-922-2000
Email: william@justiceforworkers.com

Thank you for your attention to this matter.

Very truly yours,



William C. Sung
JUSTICE FOR WORKERS, P.C.

Cc: Via USPS Certified Mail – Return Receipt Requested

Safe Haven Security Services, LLC
c/o Steven Pickett
Agent for Service of Process
5716 Corsa Ave., Suite 110
Westlake Village, CA

9589 0710 5270 0840 5334 44

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com™.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

\$

Total Postage and Fees

\$ **8.69**

Sent To

Safe Haven Security Services / c/o Steven Pickett

Street and Apt. No., or PO Box No.

5716 Corsa Ave., Suite 110

City, State, ZIP+4®

West Lake Village CA 91362

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

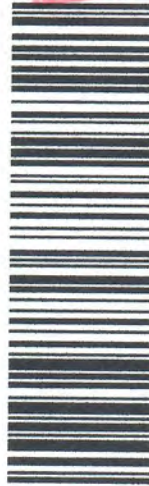
Postmark
Here

US POSTAGE

quodient
FIRST-CLASS MAIL
IMI
\$008.69
02/13/2024 ZIP 92683
044K33212708



CERTIFIED MAIL®



9589 0710 5270 0840 5334 44

JUSTICE FOR WORKERS, P.C.
3600 Wilshire Blvd Ste 1815
Los Angeles, CA 90010

Safe Haven Security Services, LLC
c/o Steven Pickett
Agent for Service of Process
5716 Corsa Ave., Suite 110
Westlake Village, CA 91362

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS FOR DAT POSTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

*Safe Haven Security Services, LLC
c/o Steven Pickett
Agent for Service of Process
5716 Corsa Ave., Suite 110
West Lake Village, CA 91362*



9590 9402 8354 3156 2638 71

2. Article Number (Transfer from service label)

9589 0710 5270 0840 5334 44

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
☒ Addressee

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Monday, February 17, 2025 at 15:14:29 Pacific Standard Time

Subject: Thank you for submission of your PAGA Case.
Date: Friday, February 9, 2024 at 9:28:29 PM Pacific Standard Time
From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
To: William Sung

2/9/2024

LWDA Case No. LWDA-CM-1010314-24
Law Firm : Justice for Workers, P.C.
Plaintiff Name : Ryan Lukman
Employer: Safe Haven Security Services, LLC
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT B



JUSTICE FOR WORKERS

3600 WILSHIRE BOULEVARD, SUITE 1815, LOS ANGELES, CA 90010

TEL: (323) 922-2000

FAX: (323) 922-2000

www.JusticeForWorkers.com

March 11, 2024

VIA PAGA ONLINE FILING ONLY

California Labor and Workforce Development Agency

Attn: PAGA Administrator

455 Golden Gate Avenue, 9th Floor

San Francisco, CA 94102

<https://dir.tfaforms.net/308>

**Re: *Ryan Lukman v. Safe Haven Security Services, LLC*
Amended Notice of Private Attorneys General Act Claim**

Dear PAGA Administrator:

This office has been retained by aggrieved employee Ryan Lukman ("Plaintiff") concerning a representative action pursuant to the Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq.* ("PAGA") against Safe Haven Security Services, LLC (including any and all affiliates, subsidiaries, parents, directors, officers, managing agents, and executive employees) (collectively referred to as "Defendants") for violations of California wage and hour laws. Plaintiff seeks civil penalties for violations of the Labor Code and all other remedies available under PAGA.

Plaintiff seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the notice requirements of Labor Code § 2699.3.

Defendants are an authorized dealer of ADT security alarms and operate a regional office in Riverside, California. Defendants employed Plaintiff as an hourly-paid, non-exempt employee from approximately August 2023 to approximately January 6, 2024 as an installer and technician. The "aggrieved employees" that Plaintiff seeks civil penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Defendants violated and/or continue to violate, among other provisions of the Labor Code and applicable wage law, California Labor Code §§ 201, 202, 203, 204, 210, 212, 226, 226.7, 246, 256, 432.5, 510, 512, 516, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, and 2802, and IWC Wage Orders.

Labor Code §§ 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. The applicable Wage Order defines "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." See §2 of all applicable Wage Orders. Therefore, employers are required to pay employees for all time spent subject to the control of the employer and all time the employee is suffered or permitted to work. During the relevant time period, Defendants required Plaintiff and other aggrieved employees to perform work before clocking in, after clocking out, and/or during off-the-clock meal breaks, including by unlawfully deducting 30 minutes of time worked for meal periods that were not provided to Plaintiff and other aggrieved employees, and failed to compensate aggrieved employees for this time.

Labor Code §§ 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Plaintiff and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week but were not paid for all hours worked before clocking in, after clocking out, and/or during off-the-clock meal breaks. Plaintiff and other aggrieved employees were not paid overtime compensation at the regular rate of pay because Defendants failed to incorporate multiple rates of pay and/or all non-discretionary remuneration, including upsell commissions, into the regular rate of pay.

Labor Code §§ 226.7, 512, 516, and the Wage Orders require employers to pay an employee one additional hour of pay at the employee's regular rate of compensation for each meal or rest period that is not provided. During the relevant time period, Defendants required Plaintiff and other aggrieved employees to work during meal and rest periods and failed to compensate them properly and at the regular rate of compensation for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods, unlawful rounding of meal period punches, and by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including upsell commissions, into the regular rate of compensation.

Labor Code § 246 mandates employers to comply with various requirements with respect to the provision of paid sick leave to employees. During the relevant time period, Defendants improperly calculated the sick leave rate of pay owed to Plaintiff and other aggrieved employees by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including upsell commissions, into the sick leave pay rate calculation.

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Defendants failed to pay Plaintiff and other aggrieved employees all wages due to them within any time period specified by Labor Code §§

201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

Labor Code § 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. Labor Code § 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Defendants failed to pay Plaintiff and other aggrieved employees all wages due to them within any time period specified by Labor Code § 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

Labor Code § 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Defendants did not provide Plaintiff and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Defendants were in violation of Labor Code § 226(a). The violations include, but are not limited to, the failure to include the total hours worked, including time spent working off the clock and during meal and rest periods, failure to state the correct gross and net wages earned for all time worked, and failure to state all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Labor Code § 1174 requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Defendants failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Plaintiff and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

Labor Code § 2802 requires an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Plaintiff and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants, including, but not limited to, use of their personal cellphones. Defendants also failed to reimburse Plaintiff and other aggrieved employees mileage at the IRS mileage reimbursement rate.

Labor Code § 432.5 provides that "no employer . . . shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer . . . to be prohibited by law." California Business and Professions Code § 16600 further provides any contract that restricts an individual from "engaging in a lawful profession, trade, or

business" is null and void. During the relevant time period, Defendants required Plaintiff and other aggrieved employees to sign an unlawful Employment Agreement to not compete with Defendants, solicit Defendants' customers and employees, or complete with Defendants for one year after their termination, which is known to Defendants to be prohibited by Business and Professions Code § 16600.

Labor Code § 212 provides: "No person, or agent or officer thereof, shall issue in payment of wages due, or to become due, or as an advance on wages to be earned: (1) Any order, check, draft, note, memorandum, or other acknowledgment of indebtedness, unless it is negotiable and payable in cash, on demand, without discount, at some established place of business in the state, the name and address of which must appear on the instrument, and at the time of its issuance and for a reasonable time thereafter, which must be at least 30 days, the maker or drawer has sufficient funds in, or credit, arrangement, or understanding with the drawee for its payment." Defendant violated Labor Code section 212 by paying Plaintiff and other employees through direct deposits only.

Therefore, on behalf of all aggrieved employees, Plaintiff seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the LWDA, for violation of the Labor Code pursuant to PAGA. Labor Code § 2699.3 requires that a claimant send a certified letter (i.e. this letter) to the employer in question and file an online claim to the LWDA setting forth the claims and the basis for the claims, thereby giving the LWDA and employer an opportunity to investigate the claims and/or take any action they deem appropriate. If the LWDA and Defendants elect not to take any action with respect to any of the foregoing claims, Plaintiff will seek these penalties in a civil action on behalf of all aggrieved employees within one year of the date of this letter as allowed by law.

If you have any questions, please contact me at the phone number or address below:

William C. Sung
JUSTICE FOR WORKERS, P.C.
3600 Wilshire Boulevard
Suite 1815
Los Angeles, CA 90010
Office: 323-922-2000
Fax: 323-922-2000
Email: william@justiceforworkers.com

Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read 'William C. Sung', with a stylized flourish at the end.

William C. Sung
JUSTICE FOR WORKERS, P.C.

Cc: Via USPS Certified Mail – Return Receipt Requested

Safe Haven Security Services, LLC
c/o Steven Pickett
Agent for Service of Process
5716 Corsa Ave., Suite 110
Westlake Village, CA