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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF CONTRA COSTA**

JOEL ROBLES, individually, and on  
behalf of other members of the general  
public similarly situated;

Plaintiff,

vs.

GLOBAL SECURITY MANAGEMENT  
AGENCY, INC., a California  
corporation; and DOES 1 through 100,  
inclusive,

Defendants.

Case No. C22-00343

Honorable Edward G. Weil  
Department 39

**CLASS ACTION**

**DECLARATION OF CHARLES T. SWEENEY  
IN SUPPORT OF PLAINTIFF'S MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS ACTION AND PAGA SETTLEMENT**

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

Time: \_\_\_\_\_

Department: 39

Complaint Filed: February 23, 2022

FAC Filed: February 24, 2025

Trial Date: None Set

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1 dispositive motions in nationwide representative actions, including an opposition to a motion for  
2 summary judgment in *In Re Domestic Airline Travel Antitrust Litigation*, MDL Docket No. 2656,  
3 Misc. No. 15-1404 (CKK), an antitrust case in which, as of today's date, two of the four alleged  
4 conspirator airlines have agreed to settle for a total of 60 million dollars.

5         5.       From August 2020 to May 2024, I was a Lead Litigation Attorney for the Law Firm  
6 *Lawyers for Justice, PC*. My practice at *Lawyers for Justice, PC* focused on complex and contentious  
7 litigation in class actions and representative PAGA cases involving violations of the California  
8 Labor Code. During a relatively short time, I led a litigation team at *Lawyers for Justice, PC* that  
9 recovered millions of dollars on behalf of thousands of California employees.

10       6.       As of today's date, I have taken and defended dozens of depositions, have briefed  
11 well over 100 motions, many of which required several rounds of briefing, and the vast majority of  
12 which I argued. These motions include motions to compel discovery, contested motions for class  
13 certification, motions to compel arbitration, demurrers, motions for summary judgement, motions  
14 for summary adjudication, petitions for coordination, and motions for consolidation, among many  
15 others. I have also briefed several appeals, none of which I have lost, either because the Courts of  
16 Appeal decided in my favor or because settlement was reached prior to a decision. I have litigated  
17 approximately 290 putative class and/or representative actions under the California Private  
18 Attorneys General Act ("PAGA"). This includes working to obtain class certification through  
19 contested motion practice, as well as working with co-counsel preparing for trial and handling  
20 appeals in a certified class action with a class of over 2,000 individuals.

21       7.       I have been appointed class counsel by way of contested motion for class  
22 certification. I have also been appointed class counsel by way of stipulation. Additionally, I have  
23 led litigation efforts for approximately 50 putative representative wage and hour cases that settled  
24 on a class or state wide basis.

### 25                               **ESTIMATE OF THE VALUE OF THE CLAIMS**

26       8.       Plaintiff's action alleges that Defendant has violated the California Labor Code and  
27 Industrial Welfare Commission Wage Orders by engaging in a uniform policy and systematic  
28 scheme of wage abuse against Plaintiff and the putative class members, including inter alia, failing

1 to properly compensate overtime and minimum wages, failing to provide compliant meal and rest  
2 periods and associated premium pay, failing to timely pay wages during employment, failing to  
3 timely pay wages upon termination and associated waiting-time penalties, failing to provide  
4 compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse  
5 necessary business expenses. Plaintiff further contends that Defendant's aforementioned conduct  
6 constitutes unfair business practices (under the California Business and Professions Code ("UCL")  
7 and gives rise to civil penalties recoverable under PAGA.

8         9.       Based on data provided by Defendant and extrapolated by Plaintiff, the total number  
9 of putative class members during the period from February 23, 2018 to October 23, 2023 ("relevant  
10 time period") was estimated to be approximately 577 individuals who worked an estimated total of  
11 30,000 workweeks with an average hourly rate of pay of twenty eight dollars and forty one cents  
12 (\$28.41).

13         10.       Plaintiff contended that Defendant required putative class members to perform work  
14 before clocking-in and after clocking-out of their scheduled shifts and during meal and rest periods.  
15 Plaintiff contended that Defendant discouraged the recordation of overtime hours and required  
16 putative class members to perform work off-the-clock. Plaintiff contended that Defendant failed to  
17 include non-discretionary bonuses and incentives in the calculation of the regular rate when paying  
18 overtime wages. Plaintiff also contended that meal and rest periods were regularly missed, later,  
19 shortened, and/or interrupted, that putative class members were required to remain on premises  
20 during rest breaks, readily available to assist with work tasks, and that Defendant failed to properly  
21 pay premiums for all non-compliant meal and rest periods. Additionally, Plaintiff alleged that  
22 Defendant intentionally and willfully failed to pay Plaintiff and putative class members all wages  
23 due to them while they were employed by Defendant, within the time period permissible under  
24 California law, and that Defendant failed to pay all wages due upon termination, within the time  
25 period permissible under California law, thereby triggering waiting-time penalties under California  
26 Labor Code section 203. Plaintiff contended that, based on the violations described herein, the wage  
27 statements provided by Defendant and the payroll records kept by Defendant were inaccurate.  
28 Finally, Plaintiff contended that Defendant failed to reimburse Plaintiff and the other putative class

1 members for necessary business expenses.

2           11.     Class Counsel considered Defendant's arguments, e.g., that the employer's practices,  
3 policies, and procedures complied with the law, that Defendant paid putative class members over  
4 the California minimum wage for all hours worked, that Defendant correctly paid overtime for all  
5 overtime hours worked, that no waiting-time penalties were due because waiting-time penalties only  
6 arise from "willful" failure to pay wages due and owing at the time of termination or resignation,  
7 that Plaintiff and putative class members suffered no actual injury from the alleged wage statement  
8 violations and that this alleged violation and the alleged recordkeeping violation are entirely  
9 derivative of the other causes of action, and that a policy and practice of reimbursing employees for  
10 necessary business-related expenses exists. Class Counsel also considered the likelihood of  
11 Plaintiff's success in establishing that any of provisions of the California Labor Code, on which the  
12 civil penalties under PAGA and the UCL claim are predicated, were violated and that such violations  
13 were injurious and/or warranted imposition of civil penalties. Class Counsel also considered that  
14 trial courts have wide discretion when assessing penalties under PAGA, and that it could be  
15 determined that individual liability issues predominate (e.g., due to purported variation in shifts,  
16 locations, job duties, and other circumstances which could raise individualized questions of fact)  
17 and could pose challenges to certification, manageability, and the merits of Plaintiff's claims.

18           12.     Class Counsel considered information, data, and documents obtained from Plaintiff,  
19 Defendant, and other sources, and created violation, damages, and penalties valuations and models  
20 prior to reaching the Settlement. Based thereon, Plaintiff calculated the potential value of the claims.  
21 However, the potential value of each claim assumed an exposure based on the above-captioned  
22 action having been certified and Plaintiff having proven all elements of the claims and entitlement  
23 to monetary recovery in the above-captioned action (on a class-wide and a representative basis),  
24 despite risks associated with obtaining and maintaining certification and demonstrating  
25 manageability, risks to establishing liability and any underlying California Labor Code and IWC  
26 Wage Order violations and damages, and significant additional costs that would have to be incurred  
27 in order to certify the above captioned action and establish liability, damages, and penalties amounts  
28 in the cases. Plaintiff faced the risk of the Court finding that individualized issues predominate, such

1 that the cases are not suitable for class treatment. While Class Counsel disagreed with Defendant's  
2 arguments and factual contentions, Class Counsel recognized the circumstances and realities of the  
3 cases, applicable case law and regulations, the extensive time and pay records produced by  
4 Defendant, the costs and expenses of further litigation and certification, and risks to recovery, and  
5 applied appropriate discounts for them. Class Counsel calculated the potential and realistic values  
6 of each claim as follows:

- 7 a. Failure to Pay Overtime Wages: The potential value of this claim was estimated to  
8 be \$2,557,200.00 (30,000 workweeks x 2 hours of unpaid overtime wages x overtime  
9 hourly rate of \$42.62, which is based on the average hourly rate of \$28.41). At this  
10 juncture, a discount of 40% was applied to account for the risks associated with  
11 obtaining and maintaining class certification (bringing the value of this claim closer  
12 to \$1,534,320.00), a discount of 75% was applied to account for the risks associated  
13 with succeeding on the merits and establishing liability (bringing the value of this  
14 claim closer to \$383,580.00), and a discount of 65% was applied to account for the  
15 risks associated with proving the extent of damages and obtaining an award thereof  
16 (bringing the value of this claim closer to \$76,716.00).
- 17 b. Failure to Pay Minimum Wages: The potential value of this claim was estimated to  
18 be \$1,704,600.00 (30,000 workweeks x 2 hours of unpaid minimum wages x average  
19 hourly rate of \$28.41). At this juncture, a discount of 40% was applied to account for  
20 the risks associated with obtaining and maintaining class certification (bringing the  
21 value of this claim closer to \$1,022,760.00), a discount of 65% was applied to  
22 account for the risks associated with succeeding on the merits and establishing  
23 liability (bringing the value of this claim closer to \$357,966.00), and a discount of  
24 70% was applied to account for the risks associated with proving the extent of  
25 damages and obtaining an award thereof (bringing the value of this claim closer to  
26 \$107,389.80).
- 27 c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential  
28 value of this claim was estimated to be \$852,300.00 (30,000 workweeks x 1 meal

1 period premium x average hourly rate of \$28.41). At this juncture, a discount of 50%  
2 was applied to account for the risks associated with obtaining and maintaining class  
3 certification (bringing the value of this claim closer to \$426,150.00), a discount of  
4 65% was applied to account for the risks associated with succeeding on the merits  
5 and establishing liability (bringing the value of this claim closer to \$127,845.00),  
6 and a discount of 50% was applied to account for the risks associated with proving  
7 the extent of damages and obtaining an award thereof (bringing the value of this claim  
8 closer to \$63,922.50).

9 d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential  
10 value of this claim was estimated to be \$2,556,900.00 (30,000 workweeks x 3 rest  
11 period premiums x average hourly rate of \$28.41). At this juncture, a discount of 50%  
12 was applied to account for the risks associated with obtaining and maintaining class  
13 certification (bringing the value of this claim closer to \$1,278,450.00), a discount of  
14 70% was applied to account for the risks associated with succeeding on the merits  
15 and establishing liability (bringing the value of this claim closer to \$383,535.00),  
16 and a discount of 50% was applied to account for the risks associated with proving  
17 the extent of damages and obtaining an award thereof (bringing the value of this claim  
18 closer to \$191,767.50).

19 e. Failure to Timely Pay Wages During Employment: The value of this claim is  
20 considered as a part of the valuation of the PAGA claim contained *infra*.

21 f. Failure to Timely Pay Wages After Termination (and Waiting-Time Penalties):  
22 Based on information and data provided by Defendant, it was estimated that  
23 approximately 395 putative class members had been terminated during the three-year  
24 statute of limitations (i.e., from February 23, 2019). Assuming that these individuals  
25 were not timely paid all wages due to them upon termination, the potential value of  
26 waiting-time penalties was estimated to be \$2,693,268.00 collectively (395  
27 individuals x [30 days x hourly rate of \$28.41 x 8 hours]), or approximately \$6,818.40  
28 per individual. At this juncture, a discount of 50% was applied to account for the risks

1 associated with obtaining and maintaining class certification (bringing the value of  
2 this claim closer to \$1,346,634.00), a discount of 65% was applied to account for the  
3 risks associated with succeeding on the merits and establishing liability (bringing the  
4 value of this claim closer to \$471,321.90), and a discount of 75% was applied to  
5 account for the risks associated with proving the extent of damages and obtaining an  
6 award thereof (bringing the value of this claim closer to \$117,830.48).

7 g. Failure to Provide Compliant Wage Statements: The potential value of this claim was  
8 calculated to be \$626,400.00 ([340 initial violations x \$50 statutory penalty] + [6,094  
9 subsequent violations x \$100 statutory penalty]). At this juncture, a discount of 50%  
10 was applied to account for the risks associated with obtaining and maintaining class  
11 certification (bringing the value of this claim closer to \$313,200.00), a discount of  
12 70% was applied to account for the risks associated with succeeding on the merits  
13 and establishing liability (bringing the value of this claim closer to \$93,960.00), and  
14 a discount of 75% was applied to account for the risks associated with proving the  
15 extent of damages and obtaining an award thereof (bringing the value of this claim  
16 closer to \$23,490.00).

17 h. Failure to Maintain Payroll Records: Arguably, civil penalties would only be  
18 recoverable by the Labor Commissioner, therefore, the value of this claim is  
19 considered as a part of the valuation of the PAGA claim contained *infra*.

20 i. Failure to Reimburse Necessary Business Expenses: The potential value of this claim  
21 was estimated to be \$150,000.00 (30,000 workweeks x \$5.00 unreimbursed business  
22 expenses). At this juncture, a discount of 75% was applied to account for the risks  
23 associated with obtaining and maintaining class certification (bringing the value of  
24 this claim closer to \$37,500.00), a discount of 70% was applied to account for the  
25 risks associated with succeeding on the merits and establishing liability (bringing the  
26 value of this claim closer to \$11,250.00), and a discount of 75% was applied to  
27 account for the risks associated with proving the extent of damages and obtaining an  
28 award thereof (bringing the value of this claim closer to \$2,812.50).

1           j. PAGA Penalties: The amount of civil penalties at issue, which the Court could  
2           determine whether or not to assess and whether or not to reduce based on the facts  
3           and circumstances of the case (to avoid an award that is unjust, arbitrary and  
4           oppressive, or confiscatory, pursuant to California Labor Code section 2699(e)(2)),  
5           were estimated to be approximately \$1,009,750.00 (577 aggrieved employees  
6           estimated to have worked during the statutory period x \$1,750 civil penalties). At this  
7           juncture, a discount of 40% was applied to account for the risks associated with  
8           possible bifurcation of discovery and/or trial (bringing the value of this claim closer  
9           to \$605,850.00), a discount of 50% was applied to account for the risks associated  
10          with succeeding on the merits and establishing liability (bringing the value of this  
11          claim closer to \$302,925.00), and a discount of 65% was applied to account for the  
12          risks associated with the Court's discretion to reduce civil penalties and obtaining an  
13          award of civil penalties (bringing the value of this claim closer to \$106,023.75).

14          13.     The foregoing discussion confirms that the amount of the Settlement is adequate in  
15          light of Plaintiff's allegations and causes of action, the evidence at issue with respect to those  
16          allegations and causes of action, and legal and factual arguments and circumstances which pose  
17          challenges to certification, manageability, merits, and monetary recovery. The conclusion to be  
18          drawn from the foregoing analysis is that neither class certification, manageability, liability, nor the  
19          ability to adjudicate and/or recover monetary relief on a class-wide or representative basis is clear-  
20          cut, which is why the Parties elected to settle this matter. Class Counsel also recognized that  
21          additional discounts could be made to the risk-adjusted value to account for the costs and expenses  
22          associated with further litigation and the present value of obtaining a settlement now as opposed to  
23          monetary recovery, if any, that may be obtained in the future after further litigation. Class Counsel  
24          recognized the circumstances and realities of the case, applicable case law and regulations, and risks  
25          to recovery and applied appropriate discounts.

26          14.     Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in  
27          the best interest of Plaintiff, the Class, and the State of California. Class Counsel further submits that  
28          the Settlement is within an acceptable range of recovery for this type of litigation given the strengths

1 and weaknesses of the case, the inherent costs and risks of further litigation, and the costs and risks  
2 associated with class certification, representative adjudication, trial, and/or appeals.

3 15. My law firm, Sweeny Law, PC, and my co-counsel's law firm, Lawyers *for* Justice,  
4 PC, have a written fee sharing agreement that was presented Plaintiff, in writing, for his approval  
5 prior to signing, and was thereafter approved by Plaintiff in writing before it was fully executed.

6 I declare under penalty of perjury under the laws of the State of California that the foregoing  
7 is true and correct.

8 Executed on this Seventh day of March 2025, at Los Angeles, California.

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11 Charles T. Sweeny  
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# **EXHIBIT 1**

## **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE**

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement,” “Agreement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Joel Robles (“Plaintiff”), individually, on behalf of all others similarly situated, and on behalf of the State of California with respect to PAGA Employees pursuant to the Private Attorneys General Act, and Defendant Global Security Management Agency, Inc. (“Defendant”) (collectively, Plaintiff and Defendant are referred to as the “Parties” and individually they are referred to as “Party”).

This Joint Stipulation of Class Action and PAGA Settlement and Release shall be binding on Plaintiff, Settlement Class Members (as defined herein), the State of California with respect to PAGA Employees (as defined herein) and on Defendant, subject to the terms and conditions hereof and the approval of the Court.

## RECITALS

1. On February 23, 2022, Plaintiff filed a Class Action Complaint for Damages entitled *Joel Robles v. Global Security Management Agency, Inc.*, in the Superior Court of California for the County of Contra Costa, Case No. C22-00343 (the “Action”) against Defendant for alleged violations of the California Labor Code.

2. The Parties participated in mediation with Brandon McKelvey, Esq. (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The settlement discussions were conducted at arm’s-length, and the Settlement is the result of an informed and detailed analysis of Defendant’s potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on the documents produced, as well as Class Counsel’s own independent investigation and evaluation, Class Counsel believe that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, the State of California, and PAGA Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

3. Prior to mediation, Class Counsel diligently investigated the claims against Defendant,

1 including any and all applicable defenses and the applicable law. The investigation included, *inter alia*,  
2 the exchange of information, data, and documents, and review of Defendant's employment and  
3 operations policies, practices, and procedures. Class Counsel's investigation was sufficient to satisfy  
4 the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794,  
5 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

6 4. As part of the Settlement, the Parties agreed to file a First Amended Complaint to add a  
7 claim under the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*  
8 ("PAGA"), against Defendant seeking penalties for the same alleged California Labor Code violations  
9 underlying the class action complaint. The First Amended Complaint is the Operative Complaint in the  
10 Action.

11 5. In connection with the PAGA claim and as a prerequisite for settlement of such claim, on  
12 May 24, 2024, Plaintiff provided notice by electronic upload to the Labor and Workforce Development  
13 Agency and written notice by certified mail to Defendant outlining Defendant's alleged violations of the  
14 California Labor Code ("PAGA Notice").

15 6. The Parties expressly acknowledge that this Settlement Agreement is entered into solely  
16 for the purpose of compromising significantly disputed claims and that nothing herein is an admission  
17 of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not approved,  
18 it shall have no force or effect, and the Parties shall be returned to their original respective positions.

## 19 DEFINITIONS

20 7. The following definitions are applicable to this Settlement Agreement. Definitions  
21 contained elsewhere in this Settlement Agreement will also be effective:

22 a. "**Attorneys' Fees and Costs**" means attorneys' fees for Class Counsel's litigation  
23 and resolution of the Action and all actual costs incurred and to be incurred by Class Counsel in the  
24 Action, as set forth below.

25 b. "**Class Counsel**" means Arby Aiwarzian, Joanna Ghosh, and Matthew Richard  
26 Soto of Lawyers *for* Justice, PC and Charles T. Sweeny of Sweeny Law, PC.

27 c. "**Class List**" means a complete list of all Class Members that Defendant will  
28 diligently and in good faith compile from their records and provide to the Settlement Administrator. The

Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class Member's last-known full name, mailing address, telephone number, Social Security Number, dates worked as a non-exempt employee of Defendant in California during the Class Period and PAGA Period (if applicable), and such other information as is necessary for the Settlement Administrator to calculate Workweeks and Pay Periods (as defined herein).

d. **"Class Member(s)" or "Class"** means all current and former hourly paid or non-exempt employees employed by Defendant in California at any time during the Class Period.

e. **"Class Notice"** means the Notice of Class Action Settlement, substantially in the form attached as **"Exhibit A."**

f. **"Class Period"** means the time period from February 23, 2018 through the date of Preliminary Approval of the Class Settlement or October 23, 2023, whichever is sooner.

g. **"Class Representative" or "Plaintiff"** means Joel Robles.

h. **"Class Settlement"** means the settlement and resolution of all Released Class Claims.

i. **"Court"** means the Superior Court of California for the County of Contra Costa.

j. **"Defendant"** means Global Security Management Agency, Inc.

k. **"Defendant's Counsel"** means Kroloff, Belcher, Smart, Perry & Christopherson.

l. **"Effective Date"** means the later of (a) the last day on which any appeal might be filed with respect to the Final Approval Order and Judgment, assuming no appeal is filed, or (b) the date of successful resolution of any appeal(s) with respect to Final Approval Order and Judgment – including expiration of any time to seek reconsideration or further review.

m. **"Employer Taxes"** means the employers' share of taxes and contributions in connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant in addition to the Gross Settlement Amount.

n. **"Enhancement Payment"** means the amount to be paid to Plaintiff in recognition of his efforts and work in prosecuting the Action.

o. **"Final Approval"** means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

1           p.       **“Final Approval Hearing”** means the hearing at which the Court will consider  
2 and determine whether the Settlement should be granted Final Approval.

3           q.       **“Gross Settlement Amount”** means the amount of Seven Hundred Fifty Thousand  
4 Dollars and Zero Cents (\$750,000.00) to be paid by Defendant in full resolution of all Released Class  
5 Claims, Released PAGA Claims, and the Action, as provided herein, which includes all Attorneys’ Fees  
6 and Costs to be paid to Class Counsel, Enhancement Payment to be paid to Plaintiff, PAGA Amount to  
7 be paid to the LWDA and PAGA Employees, Net Settlement Amount to be paid to the Settlement Class  
8 Members, and Settlement Administration Costs to be paid to the Settlement Administrator. The Gross  
9 Settlement Amount shall be paid by Defendant in two installments, as outlined in Paragraph 10.  
10 Defendant shall pay the Employer Taxes in addition to the Gross Settlement Amount. No amount of  
11 the Gross Settlement Amount will revert to Defendant. The Gross Settlement Amount may increase to  
12 the extent provided in Paragraph 36.

13           r.       **“Individual PAGA Payment(s)”** means the *pro rata* share of the PAGA  
14 Employee Amount that a PAGA Employee may be eligible to receive for the PAGA Settlement, to be  
15 calculated in accordance with Paragraph 16.

16           s.       **“Individual Settlement Payment(s)”** means the net payment of each Settlement  
17 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and  
18 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in  
19 Paragraph 15.

20           t.       **“Individual Settlement Share”** means the *pro rata* share of the Net Settlement  
21 Amount that a Class Member may be eligible to receive for the Class Settlement, to be calculated in  
22 accordance with Paragraph 15.

23           u.       **“LWDA Payment”** means the amount of Eighty-Six Thousand Two Hundred and  
24 Fifty Dollars and Zero Cents (\$86,250.00), i.e., 75% of the PAGA Amount, that the Parties have agreed  
25 to pay to the California Labor and Workforce Development Agency (“LWDA”) for the PAGA  
26 Settlement, as set forth in Paragraph 14.

27           v.       **“Net Settlement Amount”** means the Gross Settlement Amount less the Court-  
28 approved Enhancement Payment, Settlement Administration Costs, PAGA Amount, and Attorneys’ Fees

and Costs.

w. **“Objection”** means a Class Member’s valid and timely written objection to the Class Settlement, which must: (a) contain the case name and number of the Class Action; (b) contain the objecting Class Member’s full name; (c) contain a written statement of all grounds for the objection accompanied by any legal and factual support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) contain a statement whether the objector intends to appear at the Final Approval Hearing. Any Settlement Class Member who does not submit a timely written objection to the Settlement, or who fails to otherwise comply with the specific and technical requirements of this paragraph, will be foreclosed from objecting to the Settlement and seeking any adjudication or review of the Settlement, by appeal or otherwise.

x. **“PAGA Amount”** means the allocation of One Hundred and Fifteen Thousand Dollars and Zero Cents (\$115,000.00) from the Gross Settlement Amount as civil penalties pursuant to the Private Attorneys General Act, California Labor Code section 2698 *et seq.*, for the settlement and resolution of the Released PAGA Claims. Seventy-five percent (75%) of the PAGA Amount, or \$86,250.00, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%), or \$28,750.00, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount).

y. **“PAGA Employees”** means all current and former hourly paid or non-exempt employees employed by Defendant in California at any time during the PAGA Period.

z. **“PAGA Employee Amount”** means the amount of Twenty-Eight Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$28,750.00), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on a *pro rata* basis based on their Workweeks during the PAGA Period.

aa. **“PAGA Period”** means the time period from February 23, 2018 through October 23, 2023.

bb. **“PAGA Settlement”** means the settlement and resolution of Released PAGA Claims.

cc. **“Parties”** means Plaintiff and Defendant, collectively, and “Party” means any of the Plaintiff or Defendant.

dd. **“Pay Periods”** means the number of pay periods each PAGA Employee worked

for Defendant as an hourly paid or non-exempt employee in California during the PAGA Period, which will be calculated by the Settlement Administrator by counting the total number of any calendar weeks that the Class Members worked during the Class Period, using their start and end dates worked as an hourly-paid or non-exempt employee of Defendant during the Class Period.

ee. **“Preliminary Approval”** means entry of the Court order granting preliminary approval of the Settlement Agreement.

ff. **“Released Class Claims”** means all claims that were pled or could have been pled, based on the factual allegations pled in the Operative Complaint and any amendments thereto, during the Class Period, including but not limited to: (1) failure to pay overtime wages; (2) failure to pay meal period premiums; (3) failure to pay rest period premiums; (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; (9) failure to reimburse necessary business expenses; and (10) violation of California’s unfair competition law.

gg. **“Released PAGA Claims”** means all claims for recovery of civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* that were pled or could have been pled based on the factual allegations pled in the PAGA Notice or in the Operative Complaint, and any amendments thereto, for failure to pay minimum and overtime wages due; failure to provide compliant meal periods and associated premiums; failure to provide compliant rest periods and associated premiums; failure to pay all wages timely during employment, failure to pay all wages timely at the time of termination; failure to provide accurate, itemized wage statements; failure to maintain requisite payroll records; and failure to reimburse business expenses.

hh. **“Released Parties”** means Defendant, and its officers, directors, and members.

ii. **“Request for Exclusion”** means a Class Member’s valid and timely written letter indicating a request to be excluded from the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the requesting Class Member’s full name and signature; (c) contain a clear written statement indicating that the Class Member seeks exclusion from the Class Settlement; and (d) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. The date of the postmark on the return mailing

envelope on the submission will be the exclusive means to determine whether a Request for Exclusion has been timely submitted.

jj. **“Response Deadline”** means the deadline by which Class Members must submit a Request for Exclusion, Objection, and/or Workweeks Dispute, which shall be the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open; in the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended by fifteen (15) calendar days from the initial Response Deadline.

kk. **“Settlement Administrator”** means Simpluris or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering this Settlement. The Parties and their counsel each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

ll. **“Settlement Administration Costs”** means the costs payable from the Gross Settlement Amount, subject to Court approval, to the Settlement Administrator for administering this Settlement, as set forth in Paragraph 13.

mm. **“Settlement Class Members”** or **“Settlement Class”** means all Class Members who do not submit a timely and valid Request for Exclusion.

nn. **“Workweeks”** means the number of weeks each Class Member was worked for Defendant as an hourly paid or non-exempt employee in California during the Class Period, which will be calculated by the Settlement Administrator by determining the total number of any calendar weeks that the Class Members worked during the Class Period, using their start and end dates worked as an hourly-paid or non-exempt employee of Defendant during the Class Period.

oo. **“Workweeks Dispute”** means a Class Member’s written letter disputing the pre-printed information on the Class Notice as to the number of Workweeks credited to them, which must: (a) contain the case name and number of the Action; (b) contain the disputing Class Member’s full name and signature; (c) clearly state that the Class Member disputes the number of Workweeks credited to

1 him or her and what he or she contends is the correct number to be credited to him or her; (d) attach any  
2 documentation that he or she has to support the dispute; and (e) be submitted by mail to the Settlement  
3 Administrator at the specified address, postmarked on or before the Response Deadline.

#### 4 **CLASS CERTIFICATION**

5 8. For the purposes of this settlement only, the Parties stipulate to the certification of the  
6 Class.

7 9. The Parties agree that certification for the purpose of settlement is not an admission that  
8 certification is proper under California Code of Civil Procedure section 382. Should, for whatever  
9 reason, the Court not grant Final Approval, the Parties' stipulation to class certification as part of the  
10 Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible  
11 in connection with, the issue of whether or not certification would be appropriate as to any of the claims  
12 asserted by Plaintiff against Defendant in a non-settlement context.

#### 13 **TERMS OF AGREEMENT**

14 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set  
15 forth herein, the Parties agree, subject to the Court's approval, as follows:

16 10. Funding and Disbursement of the Gross Settlement Amount. Within five (5) calendar  
17 days after the Effective Date, the Settlement Administrator will provide the Parties with an accounting  
18 estimate of the amounts to be paid by Defendant pursuant to the terms of the Settlement and establish a  
19 qualified settlement account for administration of the Settlement. Defendant will fund the Gross  
20 Settlement Amount in two installments, as follows: (a) the first installment of Three Hundred and Seventy-  
21 Five Thousand and Zero Cents (\$375,000), along with the Employer Taxes, must be deposited within  
22 fifteen (15) calendar days of the Effective Date or one year from August 24, 2023, whichever is later, into  
23 the settlement account established by the Settlement Administrator, and (b) the second installment of  
24 Three Hundred and Seventy Five Thousand Dollars and Zero Cents (\$375,000.00) must be deposited one  
25 year after the first installment is paid.

26 a. Within five (5) calendar days of depositing the first installment of the Gross  
27 Settlement Amount, the Settlement Administrator will issue payments due under the Settlement and  
28 approved by the Court, in the following order of priority: (i) Individual Settlement Payments to

Settlement Class Members; and (ii) Enhancement Payment to Plaintiff.

b. Within five (5) calendar days of depositing the second installment of the Gross Settlement Amount, the Settlement Administrator will issue payments due under the Settlement and approved by the Court, in the following order of priority: (i) Individual PAGA Payments to PAGA Employees; (ii) LWDA Payment to the LWDA; (iii) Attorneys' Fees and Costs to Class Counsel; and (iv) Settlement Administration Costs to itself (the Settlement Administrator).

c. The Settlement Administrator will also undertake filings and remittances in connection with the employee's share of taxes on the wages portion of Individual Settlement Shares and the Employer Taxes, that are necessary for administration of the Settlement.

11. Attorneys' Fees and Costs. Class Counsel will request and Defendant will not oppose attorneys' fees of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., up to \$262,500.00 if the Gross Settlement Amount is \$750,000.00) and reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement of the Action, supported by declaration, both of which will be paid from the Gross Settlement Amount subject to Court approval. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation and settlement of the Action, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. Any portion of the requested Attorneys' Fees and Costs not awarded to Class Counsel shall be a part of the Net Settlement Amount for the benefit of Settlement Class Members.

12. Enhancement Payment. In recognition of his efforts and work in prosecuting the Action, Defendant agrees not to oppose or impede any application or motion for an Enhancement Payment to Plaintiff in the amount of up to Ten Thousand Dollars and Zero Cents (\$10,000.00). The Enhancement Payment, which will be paid from the Gross Settlement Amount subject to Court approval, will be in addition to any Individual Settlement Payment and Individual PAGA Payment (if applicable) that he is eligible to receive pursuant to the Settlement. The Settlement Administrator will issue an IRS Form

1 1099 to Plaintiff for the Enhancement Payment, and Plaintiff shall be solely and legally responsible for  
2 correctly characterizing this compensation for tax purposes and for paying any and all taxes on the  
3 amounts received. Should the Court not approve the Enhancement Payment to Plaintiff, or approve it in  
4 an amount that is less than that set forth above, Plaintiff shall not have the right to revoke this  
5 Agreement, and it will remain binding, and the difference between the amount approved by the Court  
6 (if any) and the amount allocated toward the Enhancement Payment will be part of the Net Settlement  
7 Amount for the benefit of Settlement Class Members.

8 13. Settlement Administration Costs. The Settlement Administrator will be paid for the  
9 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,  
10 which is currently estimated not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00).  
11 These costs, which will be paid from the Gross Settlement Amount subject to Court approval, will  
12 include, *inter alia*, printing, distributing, and tracking Class Notices and other documents for the  
13 Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2  
14 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary  
15 reports and declarations, and other duties and responsibilities set forth herein to process this Settlement,  
16 and as requested by the Parties. To the extent actual Settlement Administration Costs are greater than the  
17 estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount,  
18 subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement  
19 Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator,  
20 to undertake the requirement settlement administration duties, will be part of the Net Settlement Amount  
21 for the benefit of Settlement Class Members.

22 14. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of  
23 One Hundred and Fifteen Thousand Dollars and Zero Cents (\$115,000.00) from the Gross Settlement  
24 Amount will be allocated toward civil penalties under the Private Attorneys General Act, California  
25 Labor Code section 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or  
26 \$86,250.00, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) or,  
27 \$28,750.00, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata*  
28 basis, based on Workweeks during the PAGA Period (i.e., the Individual PAGA Payment).

1           15.     Individual Settlement Share Calculations. Individual Settlement Shares will be calculated  
2 and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks  
3 during the Class Period, as follows:

4                 a.       After Preliminary Approval of the Settlement, the Settlement Administrator will  
5 divide the estimated Net Settlement Amount by the Workweeks of all Class Members during the Class  
6 Period to yield the "Estimated Workweek Value," and multiply each Class Member's individual  
7 Workweeks during the Class Period by the Estimated Workweek Value to yield his or her estimated  
8 Individual Settlement Share.

9                 b.       After Final Approval of the Settlement, the Settlement Administrator will divide  
10 the final Net Settlement Amount by the Workweeks of all Settlement Class Members during the Class  
11 Period to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual  
12 Workweeks during the Class Period by the Final Workweek Value to yield his or her Individual  
13 Settlement Share.

14           16.     Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated  
15 and apportioned from the PAGA Employee Amount based on the PAGA Employees' number of Pay  
16 Periods during the PAGA Period as follows: The Settlement Administrator will divide the PAGA  
17 Employee Amount, i.e., 25% of the PAGA Amount, by the total number of Pay Periods of all PAGA  
18 Employees during the PAGA Period to yield the "PAGA Workweek Value," and multiply each PAGA  
19 Employee's individual Pay Periods during the PAGA Period by the PAGA Pay Period Value to yield  
20 his or her Individual PAGA Payment.

21           17.     Settlement Awards Do Not Trigger Additional Benefits. All payments made under the  
22 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually  
23 are issued to the payee. It is expressly understood and agreed that payments made under this Settlement  
24 shall not in any way entitle Plaintiff, Settlement Class Members, or PAGA Employees to additional  
25 compensation or benefits under any new or additional compensation or benefits, or any bonus, contest  
26 or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle  
27 Plaintiff, Settlement Class Members, or PAGA Employees to any increased retirement, 401K benefits  
28 or matching benefits, or deferred compensation benefits. It is the intent of this Agreement that the

Individual Settlement Payments and Individual PAGA Payments provided for in this Agreement are the sole payments to be made by Defendant to the Settlement Class Members and PAGA Employees in connection with this Agreement (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period).

18. Notice of Proposed PAGA Settlement to LWDA. Pursuant to California Labor Code section 2699(1)(2), Class Counsel will submit a copy of this Settlement Agreement to the LWDA at the same time that it is submitted to the Court for preliminary approval.

19. Delivery of the Class List. Within twenty-one (21) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

20. Notice by First-Class U.S. Mail.

a. Within fourteen (14) calendar days after receiving the Class List from Defendant, the Settlement Administrator will perform a search based on the United States Postal Service's National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice in English and Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via U.S. mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. With respect to Class Notices that are returned as undeliverable on or before the Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-trace and re-mail the Class Notice within five (5) calendar days to an alternate address if one is located.

c. Dispute Regarding Workweeks. The Class Notice will include the procedure by which a Class Member may dispute the number of Workweeks allocated to him or her by submitting a timely and valid Workweeks Dispute. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks to be credited to a disputing Class Member, Defendant's records will be presumed correct and determinative of the dispute. The Settlement Administrator will evaluate the information and/or documents submitted by the Class Member and the Settlement Administrator will resolve and determine

the number of Workweeks that the disputing Class Member should be credited with under the Settlement. The Settlement Administrator's decision on such disputes will be final and non-appealable.

21. Settlement Checks.

a. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one check if the intended recipient for both payments is one individual.

b. Each Individual Settlement Payment check and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date of original issuance, and thereafter, shall be canceled. All funds remaining in connection with, and after the cancelation of checks issued to Settlement Class Members and PAGA Employees, shall be transmitted to the California Controller's Unclaimed Property Fund in the name of the Settlement Class Member and/or PAGA Employee, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384, subdivision (b).

c. The Settlement Administrator shall undertake amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the cancelation of any Individual Settlement Payment or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement Payment checks are canceled shall, nevertheless, be bound by this Settlement Agreement and the Final Approval Order and Judgment will have claim preclusive impact with respect to them and all Settlement Class Members with respect to the Class Settlement. The Final Approval Order and Judgment will have claim preclusive impact on the PAGA Employees with respect to the PAGA Settlement irrespective of whether their Individual PAGA Payment checks are canceled.

22. Procedures for Requesting Exclusion from the Class Settlement. Any Class Member wishing to be excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the Settlement Administrator, by mail, on or before the Response Deadline. The date of the postmark

on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel, the number of timely and valid Requests for Exclusion that were submitted, and also identify the individuals who submitted them, in a declaration that is to be filed with the Court in advance of the Final Approval Hearing. Any Class Member who submits a timely and valid Request for Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will not be issued an Individual Settlement Payment. All PAGA Employees will be bound by the PAGA Settlement and will be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

23. Procedures for Objecting to the Class Settlement. Class Members who have not opted out of the Class Settlement (i.e., Settlement Class Members) may object to the Class Settlement. To object to the Class Settlement, Settlement Class Members must submit a timely and complete Objection to the Settlement Administrator, by mail, on or before the Response Deadline. The Objection must be signed by the Settlement Class Member and contain all information required by this Settlement Agreement. The postmark date will be deemed the exclusive means for determining that the Objection is timely. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to object to the Settlement Agreement or appeal from the Final Approval Order and Judgment. Settlement Class Members may also present their objection orally at the Final Approval Hearing, irrespective of whether they submit a written Objection. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the Objections that were timely submitted, and also attach them as exhibits to a declaration that is to be filed with the Court in advance of the Final Approval Hearing.

24. Reports by the Settlement Administrator Regarding Settlement Administration. The Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which certifies: (a) the number of Class Members who have submitted Workweeks Disputes; (b) the number of Class Members who have submitted timely and valid Requests for Exclusion; (c) the number of Class Members who have submitted timely and complete Objections; (d) the number of undeliverable Class

1 Notices; and (e) the number of re-mailed Class Notices. Additionally, the Settlement Administrator will  
2 provide to counsel for both Parties any updated reports regarding the administration of the Settlement  
3 Agreement as needed or requested, and immediately notify the Parties when it receives a request from  
4 an individual or any other entity regarding inclusion in the Class and/or Settlement.

5 25. Certification of Completion. Upon completion of administration of the Settlement, the  
6 Settlement Administrator will provide a written declaration under oath to certify such completion to the  
7 Court and counsel for all Parties.

8 26. Treatment of Individual Settlement Payments and Individual PAGA Payments. Each  
9 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent  
10 (80%) penalties, interest, and fees. The portion allocated to wages will be reported on an IRS Form W-  
11 2 and the portions allocated to penalties, interest, and fees will be reported on an IRS Form-1099 by the  
12 Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and  
13 withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to  
14 Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual  
15 Settlement Share net of these taxes and withholdings). Each Individual PAGA Payment will be allocated  
16 as one hundred percent (100%) penalties and will be reported on an IRS Form-1099 (if applicable) by  
17 the Settlement Administrator.

18 27. Administration of Taxes by the Settlement Administrator. The Settlement Administrator  
19 will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA Employees, and Class  
20 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to  
21 this Settlement Agreement. The Settlement Administrator will also be responsible for forwarding all  
22 payroll taxes, contributions, and withholdings to the appropriate government authorities.

23 28. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not  
24 intend anything contained in this Settlement Agreement, the Class Notice, or any other communications  
25 to Class Members or PAGA Employees regarding the Settlement to constitute advice regarding taxes or  
26 taxability, nor shall anything in this Settlement Agreement, the Class Notice, or any other  
27 communication regarding the Settlement be relied on as such. Plaintiff, Settlement Class Members, and  
28 PAGA Employees understand and agree that, except with respect to Employer Taxes, they will be solely

1 responsible for correctly characterizing any compensation received under the Settlement on their  
2 personal income tax returns and paying any and all taxes due for any and all amounts paid to them under  
3 the Settlement.

4       29.     Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR  
5 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS  
6 SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER  
7 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT  
8 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR  
9 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS  
10 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE  
11 OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF  
12 UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS  
13 AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS,  
14 HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING  
15 TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT  
16 ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION  
17 OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND  
18 (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY  
19 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY  
20 BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO  
21 ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE  
22 CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES  
23 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON  
24 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX  
25 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED  
26 BY THIS SETTLEMENT AGREEMENT.

27       30.     No Prior Assignments. The Parties and their counsel represent, covenant, and warrant  
28 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,

transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

31. Releases of Claims.

a. Class Settlement Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of and from all Released Class Claims.

32. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to PAGA Employees, and PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of and from all Released PAGA Claims pertaining to Plaintiff and the PAGA Employees.

33. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement. Upon execution of this Settlement Agreement, Plaintiff shall promptly obtain a hearing date for Plaintiff's motion for preliminary approval of the Settlement, and submit this Settlement Agreement to the Court in support of said motion. Defendant agrees not to oppose the motion for preliminary approval of the Settlement consistent with this Settlement Agreement. Said motion shall apply to the Court for the entry of an order ("Preliminary Approval Order"), which shall be mutually agreed upon by the Parties, seeking the following:

- a. Conditionally certifying the Class for settlement purposes only;
- b. Granting Preliminary Approval of the Settlement;
- c. Preliminarily appointing Plaintiff as representative of the Class;
- d. Preliminarily appointing Class Counsel as counsel for the Class;
- e. Approving, as to form and content, the mutually agreed upon and proposed Class Notice and directing its mailing to the Class by U.S. Mail;
- f. Approving the manner and method for Class Members to request exclusion from or object to the Class Settlement as contained herein and within the Class Notice; and

g. Scheduling a Final Approval Hearing at which the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate.

34. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, and with the Court's permission, a hearing will be conducted on Plaintiff's motion for final approval of the Settlement (i.e., the Final Approval Hearing), to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for Individual Settlement Payments, Individual PAGA Payments, LWDA Payment, Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs. By way of said motion, Plaintiff will apply for the entry of the mutually-agreed-upon proposed order and judgment ("Final Approval Order and Judgment"), which will provide for, in substantial part, the following:

a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;

b. Certification of the Settlement Class;

c. Appointment of Plaintiff as representative of the Settlement Class;

d. Appointment of Class Counsel as counsel for the Settlement Class;

e. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

f. Approval of the application for Enhancement Payment to Plaintiff;

g. Directing Defendant to fund all amounts due under the Settlement Agreement and ordered by the Court; and

h. Entering judgment in this Action, while maintaining continuing jurisdiction to implement the Settlement, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

35. Effects of Termination of the Settlement. In the event that the Settlement Agreement is not approved by the Court, such a development shall have the following effects:

a. The Settlement Agreement and all negotiations, statements, and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

b. Neither this Settlement Agreement, nor any ancillary documents, actions,

statements, or filings in furtherance of the Settlement (including all matters associated with the mediation) shall be offered into evidence in the Action or any other action for any purpose whatsoever; and

c. Any documents generated to bring the Settlement into effect, will be null and void, and any order entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

36. Escalator Clause. Defendant represents that, during the period from February 23, 2018 through June 21, 2023, there are approximately 30,000 Workweeks for the Class Members (referred to as “Escalator Workweeks”). If it is determined that the total number of Workweeks during the Class Period exceed the 30,000 Escalator Workweeks by more than five percent (5%) (i.e., exceeds 31,500 total Workweeks [which is 30,000 + 1,500]), then the Gross Settlement Amount will be increased on a *pro rata* basis equal to the percentage increase in the total number of Workweeks worked by the Class Members above five percent (5%), meaning Defendant will increase the Gross Settlement Amount by the percentage amount above five percent (5%) (e.g., if the actual Workweeks increase to 6% of Escalator Workweeks to 31,800 total Workweeks, the Gross Settlement Amount will increase by one percent (1%)).

37. Continuing Jurisdiction. After entry of judgment pursuant to the Settlement, the Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

38. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

39. Limitation on Publicity. Plaintiff and Class Counsel agree not to issue press releases and engage in any publicity regarding the Settlement, except as shall be contractually required to effectuate the terms of the Settlement and respond to inquiries received from Class Members and PAGA Employees. However, for the limited purpose of allowing Class Counsel to prove their experience and adequacy as class counsel in other actions, Class Counsel may reference the Settlement in the Action

for such purposes. Furthermore, Plaintiff and Class Counsel will undertake any and all disclosures and submissions required to be made to the LWDA in conformity with PAGA.

40. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code section 1625 and California Code of Civil Procedure section 1856(a), and any other provisions of state or federal law, which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or contradict the terms of this Settlement Agreement. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein.

41. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the Action (including, and not limited to, the deadline to bring the Action to trial under California Code of Civil Procedure section 583.310), except such proceedings necessary to implement and complete the Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

42. Amendment and Waiver. The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by written agreement signed by counsel for the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

43. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to

disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under state or federal law.

44. Signatories. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each Class Member execute this Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the Class Settlement as to the Settlement Class Members, and the release shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.

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

46. California Law Governs. All terms of this Settlement Agreement and attached exhibits hereto will be governed by and interpreted according to the laws of the State of California.

47. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned copies of the signature page, will be deemed to be one and the same instrument.

48. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action, Released Class Claims, and Released PAGA Claims, and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to obtain Court approval of the Settlement, the Mediator may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

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

1 valid and enforceable.

2 50. Cooperation. By signing this Settlement Agreement, the Parties are hereby bound by the  
3 terms herein and agree to fully cooperate to implement the Settlement.

4 51. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve  
5 the dispute that has arisen between them and to avoid the burden, expense, and risk of continued  
6 litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically denies,  
7 that it has violated any state, federal, or local law; violated any regulations or guidelines promulgated  
8 pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any  
9 contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in  
10 any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any  
11 of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an  
12 admission or concession by Defendant of any such violations or failures to comply with any applicable  
13 law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this  
14 Settlement Agreement and its terms and provisions shall not be offered as evidence in any action or  
15 proceeding to establish any liability or admission on the part of Defendant or to establish the existence  
16 of any condition constituting a violation of, or a non-compliance with state, federal, local, or other  
17 applicable law.

18 52. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted  
19 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the  
20 provisions of this Settlement Agreement.

21 53. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and  
22 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed  
23 more strictly against one Party than another merely by virtue of the fact that it may have been prepared  
24 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations  
25 between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

26 54. Representation by Counsel. The Parties acknowledge that they have been represented by  
27 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that  
28 this Settlement Agreement has been executed with the consent and advice of counsel and reviewed in

1 full by the Parties with the assistance of their respective counsel.

2 55. All Terms Subject to Final Court Approval. All amounts and procedures described in  
3 this Settlement Agreement herein will be subject to final Court approval.

4 56. Notices. All notices, demands, and other communications to be provided concerning this  
5 Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set for below,  
6 or such other addresses as either Party may designate in writing from time to time:

7 To Plaintiff and Class Counsel:

8 Arby Aiwazian, Esq.  
9 Joanna Ghosh, Esq.  
10 Matthew Richard Soto, Esq.  
11 **LAWYERS for JUSTICE, PC**  
12 450 N. Brand Blvd., Suite 900  
13 Glendale, California 91203

14 Charles T. Sweeny, Esq.  
**SWEENY LAW, PC**  
8605 Santa Monica Blvd, #618463  
Los Angeles, CA 90069

To Defendant:

Jamie M. Bossuat, Esq.  
Allison Cherry Lafferty, Esq.  
**KROLOFF, BELCHER, SMART, PERRY &  
CHRISTOPHERSON APC**  
7540 Shoreline Drive  
Stockton, CA 95219

15 57. Final Approval Order and Judgment. The Parties shall provide the Settlement  
16 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,  
17 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for  
18 sixty (60) calendar days, and this shall satisfy California Rules of Court 3.771(b). No individualized  
19 notice of the Final Approval Order and Judgment to the Class will be required.

20 58. Cooperation and Execution of Necessary Documents. All Parties and their counsel will  
21 cooperate with each other in good faith and use their best efforts to implement the Settlement, including  
22 and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of  
23 this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any  
24 document needed to implement the Settlement Agreement, or on any supplemental provisions that may  
25 become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the  
26 assistance of the Mediator and then the Court to resolve such disagreement.

27 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint  
28 Stipulation of Class and PAGA Settlement and Release between Plaintiff and Defendant:

1 **IT IS SO AGREED.**

2 **PLAINTIFF JOEL ROBLES**

3  
4 **Dated:** March 4, 2025

Joel Robles  
Joel Robles (Mar 4, 2025 21:35 PST)  
Joel Robles, Plaintiff

6 **DEFENDANT GLOBAL SECURITY MANAGEMENT**  
7 **AGENCY, INC.**

8 **Dated:** \_\_\_\_\_, 2024

Full Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
On behalf of Defendant Global Security Management  
Agency, Inc.

13 **APPROVED AS TO FORM:**

14 **SWEENY LAW, PC**

15  
16 **Dated:** March 4, 2025

Charles T. Sweeny  
Charles T. Sweeny  
*Counsel for Plaintiff and Proposed Class Counsel*

18 **LAWYERS for JUSTICE, PC**

19  
20 **Dated:** \_\_\_\_\_, 2025

Arby Aiwarzian  
Joanna Ghosh  
Matthew Richard Soto  
*Attorneys for Plaintiff and Proposed Class Counsel*

24 **KROLOFF, BELCHER, SMART, PERRY &**  
25 **CHRISTOPHERSON**

26 **Dated:** \_\_\_\_\_, 2024

Jamie M. Bossuat  
Allison Cherry Lafferty  
*Attorneys for Defendant*

1 **IT IS SO AGREED.**

2 **PLAINTIFF JOEL ROBLES**

3 **Dated:** \_\_\_\_\_, 2024

4 \_\_\_\_\_  
Joel Robles, Plaintiff

5  
6 **DEFENDANT GLOBAL SECURITY MANAGEMENT**  
7 **AGENCY, INC.**

8 **Dated:** \_\_\_\_\_, 2024

9 \_\_\_\_\_  
Full Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
On behalf of Defendant Global Security Management  
Agency, Inc.

10  
11  
12  
13 **APPROVED AS TO FORM:**

14 **SWEENY LAW, PC**

15 **Dated:** \_\_\_\_\_, 2024

16 \_\_\_\_\_  
Charles T. Sweeny  
Counsel for Plaintiff and Proposed Class Counsel

17  
18 **LAWYERS for JUSTICE, PC**

19 **Dated:** February 27, 2025

20   
\_\_\_\_\_  
Arby Aiwanian  
Joanna Ghosh  
Matthew Richard Soto  
Attorneys for Plaintiff and Proposed Class Counsel

21  
22  
23  
24 **KROLOFF, BELCHER, SMART, PERRY &**  
25 **CHRISTOPHERSON**

26 **Dated:** \_\_\_\_\_, 2024

27 \_\_\_\_\_  
Jamie M. Bossuat  
Allison Cherry Lafferty  
Attorneys for Defendant

1 **IT IS SO AGREED.**

2 **PLAINTIFF JOEL ROBLES**

3 **Dated:** \_\_\_\_\_, 2024

4 \_\_\_\_\_  
Joel Robles, Plaintiff

5  
6 **DEFENDANT GLOBAL SECURITY MANAGEMENT**  
7 **AGENCY, INC.**

8 **Dated:** 03/03/25, ~~XXXX~~

\_\_\_\_\_ *Richard Sparks*

9 Full Name: Richard H Sparks

10 Title: CEO

11 On behalf of Defendant Global Security Management  
12 Agency, Inc.

13 **APPROVED AS TO FORM:**

14 **SWEENY LAW, PC**

15 **Dated:** \_\_\_\_\_, 2024

16 \_\_\_\_\_  
Charles T. Sweeny  
17 *Counsel for Plaintiff and Proposed Class Counsel*

18 **LAWYERS for JUSTICE, PC**

19 **Dated:** \_\_\_\_\_, 2024

20 \_\_\_\_\_  
Arby Aiwarzian  
21 Joanna Ghosh  
22 Matthew Richard Soto  
*Attorneys for Plaintiff and Proposed Class Counsel*

23  
24 **KROLOFF, BELCHER, SMART, PERRY &**  
25 **CHRISTOPHERSON**

26 **Dated:** 2/28/2025, ~~XXXX~~

\_\_\_\_\_ *Jamie M. Bossuat*

27 Jamie M. Bossuat  
Allison Cherry Lafferty  
28 *Attorneys for Defendant*

# **EXHIBIT A**

## **NOTICE OF CLASS ACTION SETTLEMENT**

***Joel Robles v. Global Security Management Agency, Inc., et al.***  
**Contra Costa County Superior Court, Case No. C22-00343**

### **PLEASE READ THIS NOTICE CAREFULLY.**

**You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced matter.**

**You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.**

**This Notice is designed to advise you of your rights and options with respect to the settlement.**

By order of the Superior Court of California for the County of Contra Costa (the "Court" or "Contra Costa County Superior Court"), you are notified that: preliminary approval of a class action settlement reached between Plaintiff Joel Robles ("Plaintiff") and Defendant Global Security Management Agency, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties"), was granted on [ ], in the case entitled *Joel Robles v. Global Security Management Agency, Inc., et al.*, Contra Costa County Superior Court, Case No. C22-00343 (the "Action"), which may affect your legal rights.

If you are a Class Member (or member of the Class), you need not take any action to receive a settlement payment, but you have the opportunity to request exclusion from the Settlement (in which case you will not receive payment under the Settlement), object to the Settlement, and/or dispute the number of Workweeks credited to you, if you so choose, as explained more fully in Section IV below.

Defendant denies all of the allegations in the Action and denies that it violated any law or regulation. The Court has not made a ruling on the merits of the Action.

### **I. IMPORTANT DEFINITIONS**

**"Class"** means all current and former non-exempt employees employed by Defendant in California at any time during the Class Period.

**"Class Member"** means a member of the Class.

**"Class Period"** means the period from February 23, 2018 through October 23, 2023.

**"PAGA Employees"** means all current and former non-exempt employees employed by Defendants in California at any time during the PAGA Period.

**"PAGA Period"** means the period from February 23, 2018 through October 23, 2023.

### **II. BACKGROUND OF THE ACTION**

On February 23, 2022, Plaintiff filed a Class Action Complaint for Damages ("Class Complaint") against Defendant in the Contra Costa County Superior Court, Case No. C22-00343. The Action alleges causes of action for purported violations of the California Labor Code: Unpaid Overtime Wages (Lab. Code §§ 510 and 1198); Meal Period Violations (Lab. Code §§ 226.7 and 512); Rest Period Violations (Lab. Code § 226.7); Unpaid Minimum Wages (Lab. Code §§ 1194, 1197 and 1197.1); Failure to Timely Pay Final Wages (Lab. Code §§ 201 and 202); Failure to Timely Pay Wages During Employment (Lab. Code § 204); Non-Compliant Wage Statements (Lab. Code § 226); Failure to Maintain Payroll Records (Lab. Code § 1174); Failure to Reimburse Business Expenses (Lab. Code §§ 2800 and 2802); and Unfair Business Practices (Bus. & Prof. Code §§ 17200, *et seq.*).

On or about May 24, 2024, Plaintiff submitted a Private Attorneys General Act ("PAGA") Letter ("PAGA Notice") to the Labor and Workforce Development Agency ("LWDA") seeking civil penalties under PAGA, against Defendants and any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees, on behalf of PAGA Employees in California ("PAGA Employees"), for alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194,

1197, 1197.1, 1198, 2800 and 2802.

On February 24, 2025 Plaintiff filed a First Amended Complaint, adding a claim against Defendant for penalties pursuant to the California Private Attorneys General Act (“PAGA”).

Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, declaratory relief, penalties, interest, and attorneys’ fees and costs.

Defendant denies all of the allegations in the Action and denies that it violated any law or regulation. The Court has not made a ruling on the merits of the Action.

The Parties participated in a full-day mediation session with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or “Settlement Agreement”), which was preliminarily approved by the Court on [Preliminary Approval Date]. The Court has appointed Simpluris as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Joel Robles as representative of the Class (“Class Representative”), and the following law firms as counsel for the Class (“Class Counsel”):

Joanna Ghosh, Esq.  
Vartan Madoyan, Esq.  
Matthew Richard Soto, Esq.  
**Lawyers for Justice, PC**  
450 N. Brand Blvd., Suite 900  
Glendale, California 91203  
Telephone: (818) 265-1020 / Fax: (818) 265-1021

Charles T. Sweeny  
**Sweeny Law, PC**  
8605 Santa Monica Boulevard, #618463  
Los Angeles, California 90069  
Telephone: (310) 658-2112

Counsel for Defendant is:

Jamie M. Bossuat, Esq.  
**Kroloff, Belcher, Smart, Perry & Christopherson, APC**  
7540 Shoreline Drive  
Stockton, CA 95219  
Telephone: (209) 478-2000

The Settlement represents a compromise and Settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff or to Class Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and that the Settlement is in the best interests of the Class Members.

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

#### **A. Settlement Formula**

The total settlement amount is Seven Hundred Fifty Thousand Dollars (\$750,000) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members who do not opt out of this Settlement (“Settlement Class Members”) is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., up to \$262,500) and reimbursement of all actual litigation costs and expenses to Class Counsel at the time of Preliminary Approval (collectively, “Attorneys’ Fees and Costs”); (2) enhancement payments in amounts not to exceed Ten Thousand Dollars (\$10,000) to Plaintiff, for his effort

and work in prosecuting the Action (“Enhancement Payment”); (3) settlement administration costs, which are currently estimated to be Fifteen Thousand Dollars (\$15,000) to the Settlement Administrator (“Settlement Administration Costs”); and (4) the allocation of One Hundred and Fifteen Thousand Dollars (\$115,000) to settle all claims under PAGA (“PAGA Amount”), of which 75%, or \$86,250.00, will be paid to the Labor and Workforce Development Agency (“LWDA”) and the remaining 25%, or \$28,750.00, will be distributed to PAGA Employees.

Class Members are eligible to receive a *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of workweeks during which they worked for Defendants as non-exempt employee in California during the Class Period (“Workweeks”).

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) to wages (which will be reported on an IRS Form W-2), and eighty percent (80%) to interest, penalties, and fees (which will be reported on an IRS Form 1099, if applicable). PAGA Employees who worked between February 23, 2018, through October 23, 2023, will also be eligible to receive a portion of the PAGA Amount (“Individual PAGA Payment(s)”). Individual PAGA Payments will be treated as 100% penalties and will be reported on IRS Form 1099. Each Individual Settlement Share will be subject to reduction for the employee’s share of taxes and withholdings with respect to the wage portion of the Individual Settlement Share. The net payment of each Settlement Class Member’s Individual Settlement Share (after reduction for the employee’s share of taxes on the wage portion) and Individual PAGA Payment (if applicable) is referred to as their “Individual Settlement Payment.”

If the Court grants final approval of the Settlement, Defendants will pay the full Gross Settlement Amount of Seven Hundred Fifty Thousand Dollars (\$750,000) by making two installments of Three Hundred and Seventy-Five Thousand and Zero Cents (\$375,000). The first installment is due within fifteen (15) calendar days of the Settlement’s Effective Date, and the second installment is due within One (1) year of the first installment. The Effective Date is the later of (a) the last day on which any appeal might be filed with respect to the Final Approval Order and Judgment, assuming no appeal is filed, or (b) the date of successful resolution of any appeal(s) with respect to Final Approval Order and Judgment – including expiration of any time to seek reconsideration or further review.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members at the address that is on file with the Settlement Administrator by way of one (1) check following the deposit of the full Gross Settlement Amount. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to.**

## **B. Your Workweeks and Pay Periods Based on Defendants’ Records**

According to Defendant’s records:

**From February 23, 2018, through October 23, 2023, you worked for Defendant as a non-exempt employee in California for [\_\_\_\_\_] Workweeks.**

**From February 23, 2018, through October 23, 2023, you worked for Defendant as a non-exempt employee in California for [\_\_\_\_\_] Pay Periods.**

If you wish to dispute the number of Workweeks credited to you, you must submit a written letter to the Settlement Administrator. The written dispute must: (a) contain the case name and number of the Action (*Joel Robles v. Global Security Management Agency, Inc., et al.*, Contra Costa County Superior Court, Case No. C22-00343); (b) be signed by you; (c) contain your full name; (d) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number(s) to be credited to you; (e) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you is correct; and (f) be mailed to the Settlement Administrator at the address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

**C. Your Estimated Individual Settlement Payment**

As explained above, your estimated Individual Settlement Payment is based on the number of Workweeks credited to you.

**Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ \_\_\_\_\_. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholding with respect to the wage portion of the Individual Settlement Share.**

**Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ \_\_\_\_\_. The Individual PAGA Payment will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

Individual Settlement Payments will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The Settlement approval process may take multiple months. Your Individual Settlement Payment in this Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower.

**D. Released Claims**

Upon the Effective Date and full funding of the Gross Settlement Amount, each of the Settlement Class Members (including the Class Representatives) will be deemed to have, and by operation of the Court's entry of judgment will have, fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all claims against the Released Parties for the Released Class Claims during the Class Period, and each of the PAGA Employees will be deemed to have, and by operation of the Court's entry of judgment will have, fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all claims against the Released Parties for the Released PAGA Claims during the PAGA Period.

"Released Class Claims" means all claims that were pled or could have been pled, based on the factual allegations pled in the Operative Complaint and any amendments thereto, during the Class Period, including but not limited to: (1) failure to pay overtime wages; (2) failure to pay meal period premiums; (3) failure to pay rest period premiums; (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; (9) failure to reimburse necessary business expenses; and (10) violation of California's unfair competition law.

"Released PAGA Claims" means all claims for recovery of civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* that were pled or could have been pled based on the factual allegations pled in the PAGA Notice or in the Operative Complaint, and any amendments thereto, for failure to pay minimum and overtime wages due; failure to provide compliant meal periods and associated premiums; failure to provide compliant rest periods and associated premiums; failure to pay all wages timely during employment, failure to pay all wages timely at the time of termination; failure to provide accurate, itemized wage statements; failure to maintain requisite payroll records; and failure to reimburse business expenses.

"Released Parties" means Defendant, and its officers, directors, and members.

**E. Attorneys' Fees and Costs to Class Counsel**

Class Counsel will seek attorneys' fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., up to \$262,500) and reimbursement of all actual litigation costs and expenses, to be paid from the Gross Settlement Amount, subject to approval by the Court. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

**F. Enhancement Payment to Plaintiff**

Plaintiff will seek Ten Thousand Dollars (\$10,000) as an Enhancement Payment for his services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount subject to approval by the Court, and if awarded, and will be paid to Plaintiff in addition to his Individual Settlement Payment that he is entitled to under the Settlement.

**G. Settlement Administrator Costs to the Settlement Administrator**

Payment to the Settlement Administrator is estimated to be Fifteen Thousand Dollars (\$15,000) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, receiving and reviewing requests for exclusion, objections, and/or disputes, if any, submitted by Class Members, calculating Individual Settlement Payments, and distributing payments and tax forms under the Settlement, and will be paid from the Gross Settlement Amount subject to approval by the Court.

**IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?**

**A. Participate in the Settlement**

**If you want to receive money from the Settlement, you do not have to do anything.** You will automatically be issued your Individual Settlement Payment unless you decide to exclude yourself from the Settlement. Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Parties for the Released Class Claims. As a Class Member, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

**B. Request Exclusion from the Settlement**

If you do not wish to participate in the Settlement, you may seek exclusion from (or "opt out" of) the Settlement by submitting a timely, written request for exclusion from the Settlement to the Settlement Administrator at the following address:

**Simpluris**  
3194-C Airport Loop Drive,  
Costa Mesa, CA 92626

The request for exclusion must: (a) include your full name; (b) include the name and case number of the Action (*Joel Robles v. Global Security Management Agency, Inc., et al.*, Contra Costa County Superior Court, Case No. C22-00343); (c) include a clear and unequivocal statement that you wish to be excluded from the Settlement; (d) include your signature; and (e) be mailed to the Settlement Administrator at the address listed above, postmarked **no later than [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid request for exclusion from the Settlement will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement (and the release of Released Class Claims stated in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not submit a timely and valid request for exclusion from the Settlement will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Class Claims stated in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

Notwithstanding the above, all PAGA Employees will receive their share of the 25% share of the PAGA Amount and will be bound to the Released PAGA Claims, regardless of whether they submit a Request for Exclusion.

**C. Object to the Settlement**

You can object to the terms of the Settlement as long as you have not submitted a request for exclusion from the Settlement, by submitting a written objection ("Notice of Objection") to the Settlement Administrator.

A written Notice of Objection must: (a) include your full name; (b) contain the name and case number of Action (*Joel Robles v. Global Security Management Agency, Inc., et al.*, Contra Costa County Superior Court, Case No. C22-00343); (c) contain a

statement of the specific legal and factual basis for each objection argument; (d) attach copies of any papers, briefs, or other documents upon which the objection is based; (e) contain a statement whether you or your attorney intend to appear at the Final Approval Hearing, and (f) be filed or postmarked **no later than [Response Deadline]**.

Settlement Class Members who submit timely Notices of Objection may appear at the Final Approval Hearing in order to have their objections heard by the Court. If the Court permits, Settlement Class Members who have not submitted a written Notice of Objection in compliance with the Settlement Agreement may still appear at the Final Approval Hearing and present their objections.

## **V. FINAL APPROVAL HEARING**

The Court will hold a hearing (the “Final Approval Hearing”) in Department 39 of the Contra Costa County Superior Court, located at the Wakefield Taylor Courthouse, 725 Court Street, Martinez, CA 94553 on **DATE**, at **TIME**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate and whether the attorneys’ fees and costs to Class Counsel, Enhancement Payment to Plaintiffs, and Settlement Administrator Costs to the Settlement Administrator should be awarded. If the Court enters an order and judgment granting final approval of the Settlement, a copy of this order and judgment will be posted on the Settlement Administrator’s website; to access it you will need to navigate to the following web URL: [\_\_\_\_\_]

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to regardless of whether you submitted a Notice of Objection. Please visit the Court’s website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.cc-courts.org/>

## **VI. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court. You may view the Settlement Agreement and documents filed in the Action for a fee by visiting the civil clerk’s office, located at the Wakefield Taylor Courthouse, 725 Court Street, Martinez, CA 94553, during business hours, or by online by visiting the following website and registering an account: <https://www.cc-courts.org>. Fees may apply for accessing and/or obtaining copies of documents from the Court in person or online. To look up and access documents and information on the Court’s systems, you will need to use the case number.

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.**

**IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [\_\_\_\_\_] , OR YOU MAY ALSO CONTACT CLASS COUNSEL.**