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

ZUBERI CARR, JUSTIN TRENTO, and  
BUENAVENTURA SANTIAGO,

Plaintiffs,

vs.

U.S. SECURITY ASSOCIATES, INC., a  
Delaware corporation; and DOES 1 through 10,  
inclusive,

Defendants.

Case No.: RG18932522

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

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

This Joint Stipulation of Class Action Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiffs Zuberi Carr, Justin Trento, and Buenaventura Santiago (“Plaintiffs” or “Class Representatives”), as individuals and on behalf of all others similarly situated, and Defendant U.S. Security Associates, Inc. (“Defendant”) (collectively with Plaintiffs, the “Parties”).

**DEFINITIONS**

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

1. “Action” means, collectively, the actions entitled *Zuberi Carr v. U.S. Security Associates*, Case No. CGC-18-570169 (San Francisco County Superior Court) and *Justin Trento et al. v. U.S. Security Associates*, Case No. RG18932522 (Alameda County Superior Court).

2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Court for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket costs incurred and to be incurred by Class Counsel in the Action (including costs not otherwise provided by Cal. Civ. Proc. Code § 1033.5, such as expert witness fees, courier fees, and travel-related costs and expenses), such as costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Action. Class Counsel will request attorneys’ fees not in excess of one-third (1/3) of the Gross Settlement Amount, or Two Million One Hundred Sixty Six Thousand Six Hundred Sixty Seven Dollars (\$2,166,667). The Attorneys’ Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with Class Counsel’s litigation and settlement of the Action, up to Thirty-Five Thousand Dollars (\$35,000), subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for fees and reimbursement of costs as set forth above.

3. “Class Counsel” means Capstone Law APC and GrahamHollis APC.

4. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator within twenty

1 (20) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in  
2 Microsoft Office Excel and will include each Class Member’s full name; most recent mailing address  
3 and telephone number; Social Security number; dates of employment; the respective number of  
4 Workweeks that each Class Member worked during the Class Period; and any other relevant information  
5 needed to calculate settlement payments.

6 5. “Class Member(s)” or “Settlement Class” means all persons who were employed by  
7 Defendant in California as non-exempt, hourly-paid employees at any time from July 1, 2017 to March  
8 21, 2019.

9 6. “Class Period” means the period from July 1, 2017 through March 21, 2019.

10 7. “Class Representative Enhancement Payments” means the amounts to be paid to  
11 Plaintiffs in recognition of their effort and work in prosecuting the Action on behalf of Class Members,  
12 and for their general release of claims. Subject to the Court granting final approval of this Settlement  
13 Agreement and subject to the exhaustion of any and all appeals, Plaintiffs will request Court approval of  
14 Class Representative Enhancement Payments of Ten Thousand Dollars (\$10,000), each.

15 8. “Court” means the Alameda County Superior Court.

16 9. “Defendant” means U.S. Security Associates, Inc.

17 10. “Effective Date” means the later of: (i) if no timely objections are filed, or are  
18 withdrawn prior to Final Approval, then the date of Final Approval; or (ii) if a Class Member files an  
19 objection to the Settlement, the Effective Date shall be the sixty-first (61) calendar day after the date of  
20 Final Approval, provided no appeal is initiated by an objector; or (iii) if a timely appeal is initiated by an  
21 objector, then the Effective Date will be the date of final resolution of that appeal (including any requests  
22 for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement. If,  
23 however, a motion to vacate the judgment or notice of intent to move to vacate the judgment is filed  
24 within 15 calendar days after entry, then the Effective Date will be the sixty-first (61) calendar day  
25 following the Court’s order denying the motion to vacate and no appeal is filed therefrom, or if an appeal  
26 is filed, the Effective Date will be the date of final resolution of that appeal (including any requests for  
27 rehearing and/or petitions for certiorari). If a motion to vacate is filed prior to the mailing of Class  
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1 Members' settlement payments, then the administration of the settlement will be stayed, and the  
2 Settlement Administrator will return the Class Settlement Amount to Defendant.

3 11. "Final Approval" means the date on which the Court enters an order granting final  
4 approval of the Settlement Agreement.

5 12. "Gross Settlement Amount" means the Gross Settlement Amount of Six Million Five  
6 Hundred Thousand Dollars (\$6,500,000), to be paid by Defendant in full satisfaction of all Released  
7 Claims arising from the Action, which includes all Individual Settlement Payments to Participating Class  
8 Members, Attorneys' Fees and Costs to Class Counsel, the Class Representative Enhancement Payments  
9 to Plaintiffs, the Labor and Workforce Development Agency Payment, and Settlement Administration  
10 Costs to the Settlement Administrator. This Gross Settlement Amount has been agreed to by Plaintiffs  
11 and Defendant based on the aggregation of the agreed-upon settlement value of individual claims. In no  
12 event will Defendant be liable for more than the Gross Settlement Amount except as otherwise explicitly  
13 set forth herein. There will be no reversion of the Gross Settlement Amount to Defendant. Defendant  
14 will be separately responsible for any employer payroll taxes required by law, including the employer  
15 FICA, FUTA, and SDI contributions, which shall not be paid from the Gross Settlement Amount.

16 13. "Individual Settlement Payment" means each Participating Class Member's respective  
17 share of the Net Settlement Amount.

18 14. "Labor and Workforce Development Agency Payment" means the amount that the  
19 Parties have agreed to pay to the Labor and Workforce Development Agency ("LWDA") in connection  
20 with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA").  
21 The Parties have agreed that Two Hundred Fifty Thousand Dollars (\$250,000) of the Gross Settlement  
22 Amount will be allocated to the resolution of Class Members' claims arising under PAGA. Pursuant to  
23 PAGA, Seventy-Five Percent (75%), or One Hundred Eighty Seven Thousand Five Hundred Dollars  
24 (\$187,500), of the PAGA Settlement Amount will be paid to the California Labor and Workforce  
25 Development Agency, and Twenty-Five Percent (25%), or Sixty Two Thousand Five Hundred Dollars  
26 (\$62,500), of the PAGA Settlement Amount will be included in the Net Settlement Amount.

27 15. "Net Settlement Amount" means the portion of the Gross Settlement Amount remaining  
28 after deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payments, the

1 Labor and Workforce Development Agency Payment, and Settlement Administration Costs. The Net  
2 Settlement Amount will be distributed to Participating Class Members. There will be no reversion of the  
3 Net Settlement Amount to Defendant.

4 16. "Notice of Objection" means a Class Member's valid and timely written objection to the  
5 Settlement Agreement. For the Notice of Objection to be valid, it must include: (i) the objector's full  
6 name, signature, address, and telephone number, (ii) a written statement of all grounds for the objection  
7 accompanied by any legal support for such objection; (iii) copies of any papers, briefs, or other  
8 documents upon which the objection is based; and (iv) a statement whether the objector intends to appear  
9 at the final fairness hearing. Any Class Member who does not submit a timely written objection to the  
10 Settlement, fails to appear at the Final Approval Hearing, or fails to otherwise comply with the specific  
11 and technical requirements of this section, will be foreclosed from objecting to the Settlement and  
12 seeking any adjudication or review of the Settlement, by appeal or otherwise.

13 17. "Notice Packet" means the Notice of Class Action Settlement, substantially in the form  
14 attached as Exhibit A.

15 18. "Parties" means Plaintiffs and Defendant collectively.

16 19. "Participating Class Members" means all Class Members who do not submit timely and  
17 valid Requests for Exclusion.

18 20. "Plaintiffs" means Plaintiffs Zuberi Carr, Justin Trento, and Buenaventura Santiago.

19 21. "Preliminary Approval" means the date on which the Court enters an order granting  
20 preliminary approval of the Settlement Agreement.

21 22. "Released Claims" means all claims, rights, demands, liabilities, and causes of action  
22 under the California Labor Code, Industrial Welfare Commission Orders including but not limited to  
23 IWC Wage Order 4, IWC Minimum Wage Order and corresponding regulations under Title 8 of the  
24 California Code of Regulations, California Business and Professions Code Sections 17200-17208,  
25 arising from, or related to, the same set of operative facts as those set forth in the operative complaint,  
26 including: claims relating to the alleged failure of the Released Parties to provide any of the Settlement  
27 Class with minimum, regular and overtime wages, the timely payment of wages, reporting time pay,  
28 meal periods, rest periods, meal and rest period premiums, business expense reimbursements, compliant

1 itemized wage statements, statutory and civil penalties, waiting-time penalties, or that based are upon, or  
2 derive from alleged violations of California Labor Code Sections 201, 202, 203, 204, 210, 218.5, 218.6,  
3 221, 222, 222.5, 223, 224, 225.5, 226, 226.3, 226.7, 245.5, 246, 247, 247.5, 248.5, 249, 256, 510, 512,  
4 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, 2810.5, and  
5 California’s Private Attorney General Act 2698 et. seq. based on the preceding claims.

6 23. “Released Parties” means Defendant, its past or present officers, directors, shareholders,  
7 employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and  
8 reinsurers, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and  
9 attorneys, if any.

10 24. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a  
11 request to be excluded from the Settlement. The Request for Exclusion must: (i) set forth the name,  
12 address, telephone number and last four digits of the Social Security Number of the Class Member  
13 requesting exclusion; (ii) be signed by the Class Member; (iii) be returned to the Settlement  
14 Administrator; (iv) clearly state that the Class Member does not wish to be included in the Settlement;  
15 and (v) be faxed or postmarked on or before the Response Deadline.

16 25. “Response Deadline” means the deadline by which Class Members must postmark or  
17 fax to the Settlement Administrator Requests for Exclusion, or postmark Notices of Objection to the  
18 Settlement Administrator. The Response Deadline will be thirty (30) calendar days from the initial  
19 mailing of the Notice Packet by the Settlement Administrator, unless the thirtieth (30th) calendar day  
20 falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day  
21 on which the U.S. Postal Service is open.

22 26. “Settlement Administration Costs” means the costs payable from the Gross Settlement  
23 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,  
24 printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross  
25 Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The  
26 Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary,  
27 any such costs in excess of the amount represented by the Settlement Administrator as being the  
28 maximum costs necessary to administer the Settlement. Based on an estimated Settlement Class of

1 approximately 14,800 Class Members, the Settlement Administration Costs are currently estimated to be  
2 Fifty-Four Thousand Dollars (\$54,000).

3 27. "Settlement Administrator" means CPT Group, or any other third-party class action  
4 settlement administrator agreed to by the Parties and approved by the Court for the purposes of  
5 administering this Settlement. The Parties each represent that they do not have any financial interest in  
6 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that  
7 could create a conflict of interest.

8 28. "Workweeks" means the number of days of employment for each Class Member during  
9 the Class Period, subtracting days on leave of absence (if any), dividing by seven (7), and rounding up to  
10 the nearest whole number. All Class Members will be credited with at least one Workweek.

11 **TERMS OF AGREEMENT**

12 The Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant agree as  
13 follows:

14 29. Funding of the Gross Settlement Amount. Defendant will make a one-time deposit of  
15 the Gross Settlement Amount of Six Million Five Hundred Thousand Dollars (\$6,500,000) into a  
16 Qualified Settlement Account to be established by the Settlement Administrator. Defendant will pay the  
17 employer's share of payroll taxes separately. After the Effective Date, the Gross Settlement Amount will  
18 be used for: (i) Individual Settlement Payments; (ii) the Labor and Workforce Development Agency  
19 Payment; (iii) the Class Representative Enhancement Payments; (iv) Attorneys' Fees and Costs; and (v)  
20 Settlement Administration Costs. Defendant will deposit the Gross Settlement Amount and the  
21 employer's share of payroll taxes within ten (10) calendar days of the Effective Date.

22 30. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or  
23 motion by Class Counsel for Attorneys' Fees and Costs of not more than Two Million One Hundred  
24 Sixty Six Thousand Six Hundred Sixty Seven Dollars (\$2,166,667), plus the reimbursement of all out-  
25 of-pocket costs and expenses associated with Class Counsel's litigation and settlement of the Action, not  
26 to exceed Thirty-Five Thousand Dollars (\$35,000), both of which will be paid from the Gross Settlement  
27 Amount.

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1           31.     Class Representative Enhancement Payment. In exchange for a general release, and in  
2 recognition of their effort and work in prosecuting the Action on behalf of Class Members, Defendant  
3 agrees not to oppose or impede any application or motion for Class Representative Enhancement  
4 Payments of Ten Thousand Dollars (\$10,000), each, to Plaintiffs. The Class Representative  
5 Enhancement Payments will be paid from the Gross Settlement Amount and will be in addition to  
6 Plaintiffs' Individual Settlement Payment paid pursuant to the Settlement. Plaintiffs will be solely and  
7 legally responsible to pay any and all applicable taxes on the Class Representative Enhancement  
8 Payments.

9           32.     Settlement Administration Costs. The Settlement Administrator will be paid for the  
10 reasonable costs of administration of the Settlement and distribution of payments from the Gross  
11 Settlement Amount, which is currently estimated to be Fifty-Four Thousand Dollars (\$54,000). These  
12 costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax  
13 reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing  
14 Notice Packets, calculating and distributing the Gross Settlement Amount, and providing necessary  
15 reports and declarations.

16           33.     Labor and Workforce Development Agency Payment. Subject to Court approval, the  
17 Parties agree that the amount of Two Hundred Fifty Thousand Dollars (\$250,000) from the Gross  
18 Settlement Amount will be designated for satisfaction of Plaintiffs' and Class Members' PAGA claims.  
19 Pursuant to PAGA, Seventy-Five Percent (75%), or One Hundred Eighty Seven Thousand Five  
20 Hundred Dollars (\$187,500), of this sum will be paid to the LWDA and Twenty-Five Percent (25%), or  
21 Sixty Two Thousand Five Hundred Dollars (\$62,500), will become part of the Net Settlement Amount.

22           34.     Net Settlement Amount. The entire Net Settlement Amount will be distributed to  
23 Participating Class Members. No portion of the Net Settlement Amount will revert to or be retained by  
24 Defendant.

25           35.     Individual Settlement Payment Calculations. Individual Settlement Payments will be  
26 calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a Class  
27 Member worked during the Class Period. Specific calculations of Individual Settlement Payments will  
28 be made as follows:





1 Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions,  
2 or amounts to which any Class Members may be entitled under any benefit plans.

3 37. Administration Process. The Parties agree to cooperate in the administration of the  
4 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in  
5 administration of the Settlement.

6 38. Delivery of the Class List. Within twenty (20) calendar days of Preliminary Approval,  
7 Defendant will provide the Class List to the Settlement Administrator.

8 39. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class  
9 List from Defendant, the Settlement Administrator will mail a Notice Packet to all Class Members via  
10 regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class  
11 List.

12 40. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement  
13 Administrator will perform a search based on the National Change of Address Database for information  
14 to update and correct for any known or identifiable address changes. Any Notice Packets returned to the  
15 Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly  
16 via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement  
17 Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is  
18 provided, the Settlement Administrator will promptly attempt to determine the correct address using a  
19 skip-trace, or other search using the name, address and/or Social Security number of the Class Member  
20 involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed  
21 Notice Packet, whether by skip-trace or by request, will have either (i) an additional fifteen (15) calendar  
22 days or (ii) until the Response Deadline, whichever is later, to submit a Request for Exclusion or an  
23 objection to the Settlement.

24 41. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet  
25 will provide: (i) information regarding the nature of the Action; (ii) a summary of the Settlement's  
26 principal terms; (iii) the Settlement Class definition; (iv) the total number of Workweeks each respective  
27 Class Member worked for Defendant during the Class Period; (v) each Class Member's estimated  
28 Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (vi) the

1 dates which comprise the Class Period; (vii) instructions on how to submit Requests for Exclusion or  
2 Notices of Objection; (viii) the deadlines by which the Class Member must postmark or fax Request for  
3 Exclusions, or postmark Notices of Objection to the Settlement; and (ix) the claims to be released.

4 42. Disputed Information on Notice Packets. Class Members will have an opportunity to  
5 dispute the information provided in their Notice Packets. To the extent Class Members dispute their  
6 employment dates or the number of Workweeks on record, Class Members may produce evidence to the  
7 Settlement Administrator showing that such information is inaccurate. The Settlement Administrator will  
8 decide the dispute. Defendant's records will be presumed correct, but the Settlement Administrator will  
9 evaluate the evidence submitted by the Class Member and will make the final decision as to the merits of  
10 the dispute. All disputes will be decided within ten (10) business days of the Response Deadline.

11 43. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the  
12 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The  
13 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of  
14 receiving the defective submission to advise the Class Member that his or her submission is defective  
15 and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have  
16 until (i) the Response Deadline or (ii) fifteen (15) calendar days from the date of the cure letter,  
17 whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for  
18 Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

19 44. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the  
20 Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement  
21 Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the  
22 Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request  
23 for Exclusion has been timely submitted.

24 45. Proportional Increase to Gross Settlement Amount. If the number of Class Members is  
25 greater than Fourteen Thousand Eight Hundred (14,800) as of the date of Preliminary Approval, then the  
26 Gross Settlement Amount will be proportionally increased according to the following formula:  
27 Proportionally Increased Maximum Settlement Amount = Total Number of Class Members ÷ 14,800 ×  
28 \$6,500,000.

1           46.     Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member  
2 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid  
3 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released  
4 Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the  
5 Settlement.

6           47.     Option to Void. If more than five percent (5%) of the class opt out of the settlement,  
7 Defendant shall have the option of voiding the Settlement Agreement. If Defendant voids the Settlement  
8 Agreement, then Defendant will be responsible for all Settlement Administration Costs incurred up to  
9 the date of voidance.

10          48.     Releases by Participating Class Members. Upon the Effective Date, and except as to  
11 such rights or claims as may be created by this Settlement Agreement, each Participating Class Member,  
12 together and individually, on their behalf and on behalf of their respective spouses, heirs, executors,  
13 administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released  
14 Parties, or any of them, from each of the Released Claims during the Class Period.

15          49.     Objection Procedures. To object to the Settlement Agreement, a Class Member must  
16 postmark a valid Notice of Objection to the Settlement Administrator on or before the Response  
17 Deadline. The Notice of Objection must be signed by the Class Member and contain all information  
18 required by this Settlement Agreement. The postmark will be deemed the exclusive means for  
19 determining that the Notice of Objection is timely. The Class Member may also appear personally or  
20 through an attorney, at his or her own expense, at the Final Approval hearing. However, it is not  
21 necessary for the Class Member or his or her attorney to appear at the Final Approval Hearing in order  
22 for the objection to be considered by the Court. Nor is a Class Member precluded from appearing at the  
23 Final Approval Hearing if he/she fails to submit an objection. Any attorney who represents a Class  
24 Member objecting to this Settlement must file a notice of appearance with the Court on or prior to the  
25 Response Deadline and serve Class Counsel and Defense Counsel. Plaintiffs and Defendant will be  
26 permitted to respond in writing to any such Objections no later than seven (7) calendar days before the  
27 Final Approval hearing. At no time will any of the Parties or their counsel seek to solicit or otherwise  
28 encourage Class Members to submit written objections to the Settlement Agreement or appeal from the

1 Order and Judgment. Class Counsel will not represent any Class Members with respect to any such  
2 objections to this Settlement.

3 50. Certification Reports Regarding Individual Settlement Payment Calculations. The  
4 Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report that  
5 certifies the number of Class Members who have submitted valid Requests for Exclusion, objections to  
6 the Settlement, and whether any Class Member has submitted a challenge to any information contained  
7 in their Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties  
8 any updated reports regarding the administration of the Settlement Agreement as needed or requested.

9 51. Distribution Timing of Individual Settlement Payments. Within twenty (20) calendar  
10 days of the Effective Date, the Settlement Administrator will issue payments to: (i) Participating Class  
11 Members; (ii) the Labor and Workforce Development Agency; (iii) Plaintiffs; and (iv) Class Counsel.  
12 The Settlement Administrator will also issue a payment to itself for Court-approved services performed  
13 in connection with the Settlement.

14 52. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment  
15 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for  
16 more than one hundred and eighty (180) calendar days after issuance will be tendered to the State  
17 Controller's Office, Unclaimed Property Division.

18 53. Certification of Completion. Upon completion of administration of the Settlement, the  
19 Settlement Administrator will provide a written declaration under oath to certify such completion to the  
20 Court and counsel for all Parties.

21 54. Treatment of Individual Settlement Payments. All Individual Settlement Payments will  
22 be allocated as follows: (i) Twenty-Five Percent (25%) of each Individual Settlement Payment will be  
23 allocated as wages for which IRS Forms W-2 will be issued; and (ii) Seventy-Five (75%) will be  
24 allocated as non-wages for which IRS Forms 1099-MISC will be issued.

25 55. Administration of Taxes by the Settlement Administrator. The Settlement Administrator  
26 will be responsible for issuing to Plaintiffs, Participating Class Members, and Class Counsel any W-2,  
27 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The  
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1 Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the  
2 appropriate government authorities.

3 56. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect  
4 of the payments called for hereunder, and Plaintiffs and Participating Class Members are not relying on  
5 any statement, representation, or calculation by Defendant or by the Settlement Administrator in this  
6 regard.

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

3 58. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant  
4 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,  
5 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of  
6 action or right herein released and discharged.

7 59. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally  
8 approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other  
9 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null  
10 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will  
11 likewise be treated as void from the beginning.

12 60. Amended Consolidated Complaint. Prior to filing the Motion for Preliminary Approval,  
13 Class Counsel will cooperate in the filing of an Amended Consolidated Complaint in the *Trento* Action,  
14 which will add Plaintiff Carr and class action claims to the *Trento* Action so as to encompass the  
15 Released Claims. *Carr* Counsel will request a stay of the *Carr* Action until the Amended Consolidated  
16 Complaint is approved and filed. At that time, *Carr* Counsel will file a Request for Dismissal without  
17 prejudice of the *Carr* Action. In the event final approval of this Settlement is not obtained, any Party has  
18 the right to request that the pleadings revert to their status prior to the signing of this Agreement.

19 61. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to  
20 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval  
21 Order for: (i) conditional certification of the Settlement Class for settlement purposes only, (ii)  
22 preliminary approval of the proposed Settlement Agreement, (iii) setting a date for a final fairness  
23 hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class  
24 Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will  
25 submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the  
26 proposed Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for  
27 drafting all documents necessary to obtain preliminary approval.

28 ///

1           62.     Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the  
2 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the  
3 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the  
4 Settlement Agreement along with the amounts properly payable for: (i) Attorneys' Fees and Costs; (ii)  
5 the Class Representative Enhancement Payment; (iii) Individual Settlement Payments; (iv) the Labor  
6 and Workforce Development Agency Payment; (v) all Settlement Administration Costs. The final  
7 fairness hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Class  
8 Counsel will be responsible for drafting all documents necessary to obtain final approval. Class Counsel  
9 will also be responsible for drafting the attorneys' fees and costs application to be heard at the final  
10 approval hearing.

11           63.     Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the  
12 Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its  
13 approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of  
14 addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement  
15 administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or  
16 as set forth in this Settlement Agreement.

17           64.     Release by Plaintiffs. Upon the Effective Date, in addition to the claims being released  
18 by all Participating Class Members, Plaintiffs will release and forever discharge the Released Parties, to  
19 the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and  
20 not asserted, which Plaintiffs have or may have against the Released Parties as of the date of execution of  
21 this Settlement Agreement. To the extent the foregoing release is a release to which Section 1542 of the  
22 California Civil Code or similar provisions of other applicable law may apply, Plaintiffs expressly waive  
23 any and all rights and benefits conferred upon their by the provisions of Section 1542 of the California  
24 Civil Code or similar provisions of applicable law which are as follows:

25                   A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
26                   CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT  
27                   TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE  
28                   RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE



1 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE  
2 DEBTOR OR RELEASED PARTY.

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

6 66. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the  
7 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements  
8 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section  
9 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is  
10 to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and  
11 the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or  
12 contradict the terms of this Settlement Agreement.

13 67. Amendment or Modification. No amendment, change, or modification to this Settlement  
14 Agreement will be valid unless in writing and signed, either by the Parties or their counsel.

15 68. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and  
16 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement  
17 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant  
18 to this Settlement Agreement to effectuate its terms and to execute any other documents required to  
19 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each  
20 other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to  
21 reach agreement on the form or content of any document needed to implement the Settlement, or on any  
22 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties  
23 may seek the assistance of the Court to resolve such disagreement.

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

26 70. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto  
27 will be governed by and interpreted according to the laws of the State of California.

28 ///

1           71.     Execution and Counterparts. This Settlement Agreement is subject only to the execution  
2 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All  
3 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned  
4 copies of the signature page, will be deemed to be one and the same instrument.

5           72.     Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this  
6 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this  
7 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account  
8 all relevant factors, present and potential. The Parties further acknowledge that they are each represented  
9 by competent counsel and that they have had an opportunity to consult with their counsel regarding the  
10 fairness and reasonableness of this Settlement.

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

15           74.     Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class  
16 certification for purposes of this Settlement only; except, however, that Plaintiffs or Class Counsel may  
17 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court,  
18 and either party may appeal any court order that materially alters the Settlement Agreement's terms.

19           75.     Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to  
20 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not  
21 approved, the stipulation to certification will be void. The Parties further agree that certification for  
22 purposes of the Settlement is not an admission that class action certification is proper under the standards  
23 applied to contested certification motions and that this Settlement Agreement will not be admissible in  
24 this or any other proceeding as evidence that either (i) a class action should be certified or (ii) Defendant  
25 is liable to Plaintiffs or any Class Member, other than according to the Settlement's terms.

26           76.     Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute  
27 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In  
28 entering into this Settlement, Defendant does not admit, and specifically denies, that it violated any

1 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or  
2 any other applicable laws, regulations or legal requirements; breached any contract; violated or breached  
3 any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with  
4 respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any  
5 of the negotiations connected with it, will be construed as an admission or concession by Defendant of  
6 any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to  
7 enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be  
8 offered or received as evidence in any action or proceeding to establish any liability or admission on the  
9 part of Defendant or to establish the existence of any condition constituting a violation of, or a non-  
10 compliance with, federal, state, local or other applicable law.

11       77.     No Public Comment: The Parties and their counsel agree that they will not issue any  
12 press releases, initiate any contact with the press, respond to any press inquiry, or have any  
13 communication with the press about the fact, amount or terms of the Settlement.

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

17       79.     Enforcement Actions. In the event that one or more of the Parties institutes any legal  
18 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement  
19 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be  
20 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including  
21 expert witness fees incurred in connection with any enforcement actions.

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

27       81.     Representation By Counsel. The Parties acknowledge that they have been represented  
28 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and

1 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,  
2 Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

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

5 83. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good  
6 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this  
7 Settlement Agreement.

8 84. Binding Agreement. The Parties warrant that they understand and have full authority to  
9 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully  
10 enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in  
11 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that  
12 otherwise might apply under federal or state law.

13 **READ CAREFULLY BEFORE SIGNING**

14  
15 Dated: 5/6/2021 \_\_\_\_\_

**PLAINTIFF**

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Zuberi Carr

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19 Dated: \_\_\_\_\_

**PLAINTIFF**

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Justin Trento

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

**PLAINTIFF**

\_\_\_\_\_  
Buenaventura Santiago

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27 Dated: \_\_\_\_\_

**DEFENDANT U.S. SECURITY ASSOCIATES,  
INC.**

\_\_\_\_\_  
Name-  
Please Print Name of Authorized Signatory

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13 **READ CAREFULLY BEFORE SIGNING**

14 **PLAINTIFF**

15 Dated: \_\_\_\_\_

16 \_\_\_\_\_  
Zuberi Carr

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18 **PLAINTIFF**

19 Dated: 5/6/2021  
20 \_\_\_\_\_

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Justin Trento

22 **PLAINTIFF**

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

24 \_\_\_\_\_  
Buenaventura Santiago

25 **DEFENDANT U.S. SECURITY ASSOCIATES,  
26 INC.**

27 Dated: \_\_\_\_\_

28 \_\_\_\_\_  
Name-  
Please Print Name of Authorized Signatory

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13 **READ CAREFULLY BEFORE SIGNING**

14 **PLAINTIFF**

15 Dated: \_\_\_\_\_

16 \_\_\_\_\_  
Zuberi Carr

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18 **PLAINTIFF**

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Justin Trento

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22 **PLAINTIFF**

23 Dated: 5/6/2021  
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*Buenaventura Santiago*  
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Buenaventura Santiago

25 **DEFENDANT U.S. SECURITY ASSOCIATES,**  
26 **INC.**

27 Dated: \_\_\_\_\_

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Name-  
Please Print Name of Authorized Signatory

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15 Dated: 5/6/2021 \_\_\_\_\_

**PLAINTIFF**

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Zuberi Carr

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19 Dated: \_\_\_\_\_

**PLAINTIFF**

\_\_\_\_\_  
Justin Trento

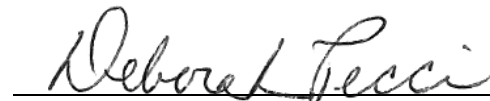
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**PLAINTIFF**

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Buenaventura Santiago

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27 Dated: \_\_\_\_\_

**DEFENDANT U.S. SECURITY ASSOCIATES,  
INC.**



\_\_\_\_\_  
Deborah Pecci  
Senior Vice President, Deputy General Counsel

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**APPROVED AS TO FORM**

**CAPSTONE LAW APC**

Dated: May 6, 2021

By:   
Raul Perez

Attorneys for Plaintiff Zuberi Carr

**GRAHAMHOLLIS APC**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Graham Hollis

Attorneys for Plaintiffs Justin Trento and  
Buenaventura Santiago

**MARTENSON, HASBROUCK & SIMON LLP**

Dated: \_\_\_\_\_

By:   
Jeremy T. Naftel

Attorneys for Defendant U.S. Security Associates,  
Inc.



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**APPROVED AS TO FORM**

**CAPSTONE LAW APC**

Dated: \_\_\_\_\_

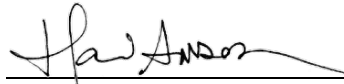
By: \_\_\_\_\_

Raul Perez

Attorneys for Plaintiff Zuberi Carr

**GRAHAMHOLLIS APC**

Dated: May 6, 2021

By:  \_\_\_\_\_

Graham Hollis

Attorneys for Plaintiffs Justin Trento and  
Buenaventura Santiago

**MARTENSON, HASBROUCK & SIMON LLP**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Jeremy T. Naftel

Attorneys for Defendant U.S. Security Associates,  
Inc.

# Exhibit A

*Justin Trento et al. v. U.S. Security Associates*, Case No. RG18932522 (Alameda County Superior Court)  
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF ALAMEDA  
NOTICE OF CLASS ACTION SETTLEMENT

*You are not being sued. This notice affects your rights. Please read it carefully*

To: All persons who were employed by Defendant U.S. Security Associates, Inc. (“Defendant”) in California as non-exempt, hourly-paid employees at any time from July 1, 2017 to March 21, 2019 (“Class Members”).

On \_\_\_\_\_, the Honorable Brad Seligman of the Alameda County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendant’s records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

**Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund.** The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at \_\_\_\_:00 \_\_\_\_m. on \_\_\_\_\_, 2021 in Department 23 of the Alameda County Superior Court located at 1221 Oak Street, Oakland, California 94612. At the Final Fairness Hearing, the Court will hear all objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself. If you decide to hire an attorney to represent you, you will be solely responsible for paying any attorneys’ fees and/or costs associated with that representation. You are also permitted to appear remotely through Blue Jeans by contacting the Court to schedule your appearance.

### **Summary of the Litigation**

Plaintiffs Zuberi Carr, Justin Trento, and Buenaventura Santiago, on their behalf and on behalf of other current and former non-exempt employees, allege that Defendant violated California state labor laws as a result of its alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; and (4) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On November 17, 2020, the parties participated in a mediation with Jeffrey A. Ross, an experienced and well-respected class action mediator. With Jeffrey A. Ross’s guidance, the parties were able to negotiate a complete settlement of Plaintiffs’ claims.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, Graham Hollis APC and Capstone Law APC (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny the factual and legal allegations in the case and believes that it has valid defenses to Plaintiffs’ claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiffs.

### **Summary of The Proposed Settlement Terms**

Plaintiffs and Defendant have agreed to settle the underlying class claims in exchange for a Class Settlement Amount of \$6,500,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) Class Representative Enhancement Payments of \$10,000, each, to Zuberi Carr, Justin Trento, and Buenaventura Santiago for their services on behalf of the class; (3) \$2,166,667 in attorneys’ fees and up to \$35,000 in litigation costs and expenses; (4) a

\$187,500 payment to the California Labor and Workforce Development Agency (“LWDA”) in connection and accordance with the Labor Code Private Attorneys General Act of 2004 (“PAGA”), and (5) reasonable Settlement Administrator’s fees and expenses currently estimated at \$100,000. After deducting the Class Representative Enhancement Payments, attorneys’ fees and costs, the payment to the LWDA, and the Settlement Administrator’s fees and expenses, a total of approximately \_\_\_ will be allocated to Class Members who do not opt out of the settlement (“Net Settlement Amount”).

Each Class Member’s settlement payment will be based on the number of Workweeks each Class Member worked in a non-exempt position during the period from July 1, 2017 through March 31, 2019 (“Class Period”). The formula for calculating settlement payments is as follows:

- (a) Defendant or the Settlement Administrator will calculate the total aggregate number of Workweeks that all Class Members worked during the applicable Class Period (“Total Workweeks”).
- (b) The value of each individual Workweek shall then be determined by dividing the proceeds of the Net Settlement Amount by the Total Workweeks amount, resulting in the “Workweek Point Value”.
- (c) An “Individual Settlement Payment” amount for each Class Member will then be determined by multiplying the individual Class Member’s number of Workweeks by the Workweek Point Value.
- (d) The entire Net Settlement Amount will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion.

According to Defendant’s records, you worked during the Class Period in a non-exempt position for a total of \_\_\_ Workweeks. Accordingly, your estimated payment is approximately \$ \_\_\_\_\_. If you believe the information provided above is incorrect, please contact the Settlement Administrator at \_\_\_\_\_. If you dispute the information stated above, Defendant’s records will control unless you are able to provide documentation that establishes otherwise.

IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 25% of each Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued, and 75% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

### **Your Options Under the Settlement**

#### **Option 1 – Automatically Receive a Payment from the Settlement**

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the following claims (“Released Claims): all claims, rights, demands, liabilities, and causes of action under the California Labor Code, Industrial Welfare Commission Orders including but not limited to IWC Wage Order 4, IWC Minimum Wage Order and corresponding regulations under Title 8 of the California Code of Regulations, California Business and Professions Code Sections 17200-17208, arising from, or related to, the same set of operative facts as those set forth in the operative complaint, including: claims relating to the alleged failure of the Released Parties to provide any of the Settlement Class with minimum, regular and overtime wages, the timely payment of wages, reporting time pay, meal periods, rest periods, meal and rest period premiums, business expense reimbursements, compliant itemized wage statements, statutory and civil penalties, waiting-time penalties, or that based are upon, or derive from alleged violations of California Labor Code Sections 201, 202, 203, 204, 210, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225.5, 226, 226.3, 226.7, 245.5, 246, 247, 247.5, 248.5, 249, 256, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12,

**Questions? Contact the Settlement Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***

1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, 2810.5, and California's Private Attorney General Act 2698 et. seq. based on the preceding claims.

**Option 2 – Opt Out of the Settlement**

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator  
c/o \_\_\_\_\_  
\_\_\_\_\_

The written request to be excluded must be postmarked or faxed not later than \_\_\_\_\_, 2021. If you submit a request for exclusion which is not postmarked or faxed by \_\_\_\_\_, 2021, your request for exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will (1) be barred from participating in the settlement, but you will not be deemed to have released the Released Claims, (2) be barred from filing an objection to the settlement, and (3) not receive a payment from the settlement.

**Option 3 – Object to the Settlement**

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Fairness Hearing to object to the Settlement. Written objections should provide: (1) their full name, signature, and address, (2) a written statement of all grounds for their objection accompanied by any legal support; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether they intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

All written objections must be received by the Settlement Administrator by \_\_\_\_\_ 2021. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for \_\_\_\_\_ at 3:00 p.m. in the Superior Court of the State of California, for the County of Alameda and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing. Due to COVID-19 restrictions, the hearing may proceed virtually. If this is the case, you may obtain instructions on how to make a virtual appearance via the Court's website: <http://www.alameda.courts.ca.gov/Pages.aspx/Remote-Appearances-BlueJeans->

If you choose **Option 3** and the Court overrules your objection or otherwise approves the settlement, you will still be entitled to the money from the settlement and you will be deemed to have released the Released Claims.

**Additional Information**

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. You may access the Court's docket, pleadings, and files through the Court's DomainWeb

**Questions? Contact the Settlement Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***

system, available at: <https://publicrecords.alameda.courts.ca.gov/prs>. A copy of the settlement agreement is available at [settlement website].

Please note that date and/or time of the Final Fairness Hearing may change without notice. You should check the Court's calendar using the DomainWeb link above for more information on any such updates. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Graham Hollis  
Hali M. Anderson  
**GrahamHollis APC**  
3555 Fifth Avenue, Suite 200  
San Diego, CA 92103  
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PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT'S ATTORNEYS WITH INQUIRIES.

**Questions? Contact the Settlement Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***