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23 **UNITED STATES DISTRICT COURT**
24 **EASTERN DISTRICT OF CALIFORNIA**

25 * * *

26 JULIAN SMOTHERS, an individual; ASA
27 DHADDA, an individual;

28 Plaintiffs,

vs.

NORTHSTAR ALARM SERVICES, LLC, a Utah
corporation; and Does 1 through 50, inclusive,

Defendants.

Case No. 2:17-CV-00548-KJM-KJN

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

Judge: Hon. Kimberly J. Mueller

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1 This First Amended Joint Stipulation of Settlement and Release of Class Action (“Stipulation”)
2 is made and entered into by Plaintiffs Julian Smothers and Asa Dhadda, individually and as
3 representatives of the Settlement Class, as defined below, and Defendant Northstar Alarm Services,
4 LLC. This Stipulation is subject to the approval of the Court and is made for the sole purpose of
5 attempting to consummate settlement of this Action on a class-wide basis subject to the following terms
6 and conditions. As detailed below, in the event the Court does not enter orders consistent with the terms
7 of the Settlement or the conditions precedent are not met for any reason, this Stipulation shall be void
8 and shall be of no force or effect whatsoever.

9 **I. DEFINITIONS.**

10 As used in this Stipulation, the following terms shall have the meanings specified below. To the
11 extent terms or phrases used in this Stipulation are not specifically defined below, but are defined
12 elsewhere in this Stipulation, they are incorporated by reference into this definition section.

13 **1. Action.**

14 “Action” shall mean the civil action filed on February 3, 2017 by Plaintiffs against Defendant in
15 the Superior Court of the State of California, County of Sacramento, Case No. 34-2017-00207477, and
16 removed to this Court on March 14, 2017, under Case No. 2:17-cv-00548-KJM-KJN.

17 **2. Claims.**

18 “Claims” shall mean the claims asserted in the Second Amended Complaint, including any claim
19 arising out of the allegations asserted in the Second Amended Complaint and all matters expressly
20 released by this Stipulation.

21 **3. Class or Settlement Class.**

22 “Class” or “Settlement Class” includes the following persons:

- 23 a. “California Class”: All current and former non-exempt Alarm Installation
24 Technicians and Lead Alarm Installation Technicians who performed
25 compensable work for Defendant in the State of California at any time
26 from February 3, 2013, through December 31, 2017, who do not timely
27 opt out of the California Class and the Settlement. Defendant represents by
28

1 its execution of this Stipulation that there are 94 individuals who fall
2 within the definition of the California Class as set forth herein.

3 b. “FLSA Group”: All current and former non-exempt Alarm Installation
4 Technicians and Lead Alarm Installation Technicians who performed
5 compensable work for Defendant in the United States at any time from
6 February 3, 2014, through December 31, 2017, who affirmatively opt in to
7 the FLSA Group and the Settlement by timely returning to the Settlement
8 Administrator the Court-approved opt-in form. Defendant represents by its
9 execution of this Stipulation that there are 285 individuals who potentially
10 fall within the definition of the FLSA Group as set forth herein.

11 **4. Class Counsel.**

12 “Class Counsel” shall mean S. Brett Sutton and Jared Hague of the law firm of Sutton Hague
13 Law Corporation, P.C.

14 **5. Class Member or Settlement Class Member.**

15 “Class Member” or “Settlement Class Member” shall mean any person who is a member of the
16 Settlement Class, including Named Plaintiffs, or, if such person is incompetent or deceased, the person’s
17 legal guardian, executor, heir, or successor-in-interest. Those Class Members within the FLSA Group as
18 defined herein may also be referred to as “FLSA Group Members,” and those Class Members within the
19 California Class as defined herein may also be referred to as “California Class Members.”

20 **6. Class Notice.**

21 “Class Notice” shall mean the Notices attached hereto as Exhibits 1 and 2 to the California Class
22 and to the FLSA Group, respectively, or as otherwise approved by the Court, which are to be mailed and
23 emailed to Class Members.

24 **7. Class Period.**

25 “Class Period” shall mean (1) February 3, 2013, through December 31, 2017, for the California
26 Class; and (2) February 3, 2014, through December 31, 2017, for the FLSA Group.

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1 **8. Class Representative.**

2 “Class Representative” shall mean Plaintiffs Julian Smothers and Asa Dhadha.

3 **9. Notice Period.**

4 “Notice Period” shall mean the period commencing on the date the Class Notices are first mailed
5 by the Settlement Administrator and ending seventy-five (75) calendar days thereafter. If the Notice
6 Period as defined herein concludes on a Saturday, Sunday, or holiday, then the Notice Period shall be
7 extended to the next calendar day that is not a Saturday, Sunday, or holiday.

8 **10. California Class Gross Settlement Amount.**

9 The “California Class Gross Settlement Amount” is \$800,000.00.

10 **11. California Class Counsel Fees.**

11 The “California Class Counsel Fees” are Class Counsel’s Court-approved fees for the California
12 Class, which are not to exceed one-fourth (1/4) of the California Class Gross Settlement Amount.

13 **12. California Class Counsel Expenses.**

14 The “California Class Counsel Expenses” are Class Counsel’s Court-approved expenses for the
15 California Class, which are not to exceed \$8,888.89.

16 **13. California Class Settlement Administrator Expenses.**

17 The “California Class Settlement Administrator Expenses” are the Court-approved expenses
18 incurred by the Settlement Administrator for the California Class, which are not to exceed \$22,222.22.

19 **14. California Class Enhancement Payment.**

20 The “California Class Enhancement Payment” is the Court-approved Enhancement Payment
21 payable to the Class Representatives for the California Class, which is to be split equally between the
22 Class Representatives and which is not to exceed \$8,888.89.

23 **15. California Class PAGA Payment to LWDA.**

24 The “California Class PAGA Payment to LWDA” is the Court-approved amount allocated to the
25 California Labor and Workforce Development Agency (“LWDA”) pursuant to Plaintiffs’ claims under
26 the California Private Attorneys General Act of 2004 (“PAGA”), which is not to exceed \$37,500.00.

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1 **16. California Class Net Settlement Amount.**

2 The “California Class Net Settlement Amount” is the California Class Gross Settlement Amount
3 minus the California Class Counsel Fees, the California Class Counsel Expenses, the California Class
4 Settlement Administrator Expenses, the California Class Enhancement Payment, and the California
5 Class PAGA Payment to LWDA, which shall not be less than \$522,500.00.

6 **17. Class Settlement or Settlement.**

7 “Class Settlement” or “Settlement” shall mean the settlement embodied in this Stipulation, which
8 is subject to Court approval.

9 **18. Complaint.**

10 “Complaint” shall mean the Plaintiffs’ revised Second Amended Complaint, which shall be the
11 Second Amended Complaint previously submitted to the Court with further revisions to conform to the
12 Settlement Class definitions contained in this Stipulation.

13 **19. Court.**

14 “Court” shall mean the United States District Court for the Eastern District of California.

15 **20. Defendant.**

16 “Defendant” shall mean Northstar Alarm Services, LLC.

17 **21. Defense Counsel.**

18 “Defense Counsel” shall mean the attorneys of Mitchell Barlow and Mansfield, P.C.

19 **22. Effective Date.**

20 “Effective Date” shall be the date on which the Court enters a final order and judgment certifying
21 the Settlement Class and approving the Settlement after holding a Final Approval and Fairness Hearing.

22 **23. Enhancement Payment.**

23 “Enhancement Payment” shall mean any additional monetary payment provided to the Class
24 Representatives for their efforts and risks on behalf of the Class in this Action.

25 **24. Final Approval and Fairness Hearing.**

26 “Final Approval and Fairness Hearing” shall mean the final hearing held to ascertain the fairness,
27 reasonableness, and adequacy of the Class Settlement.

1 **25. FLSA Potential Gross Settlement Amount.**

2 The “FLSA Potential Gross Settlement Amount” is \$1,000,000.00.

3 **26. FLSA Potential Class Counsel Fees.**

4 The “FLSA Potential Class Counsel Fees” are Class Counsel’s Court-approved fees for the
5 FLSA Group, which are not to exceed one-fourth (1/4) of the FLSA Actual Gross Participation Amount
6 as defined below in Article VII, Section 4(c).

7 **27. FLSA Potential Class Counsel Expenses.**

8 The “FLSA Potential Class Counsel Expenses” are Class Counsel’s Court-approved expenses for
9 the FLSA Group, which are not to exceed \$11,111.11.

10 **28. FLSA Potential Settlement Administrator Expenses.**

11 The “FLSA Potential Settlement Administrator Expenses” are the Court-approved expenses
12 incurred by the Settlement Administrator for the FLSA Group, which are not to exceed \$27,777.78.

13 **29. FLSA Potential Enhancement Payment.**

14 The “FLSA Potential Enhancement Payment” is the Court-approved Enhancement Payment
15 payable to the Class Representatives for the FLSA Group, which is to be split equally between the Class
16 Representatives and which is not to exceed \$11,111.11.

17 **30. FLSA Potential Net Settlement Amount.**

18 The “FLSA Potential Net Settlement Amount” is the FLSA Potential Gross Settlement Amount
19 minus the FLSA Potential Class Counsel Fees, the FLSA Potential Class Counsel Expenses, the FLSA
20 Potential Settlement Administrator Expenses, and the FLSA Potential Enhancement Payment, which
21 shall not be less than \$700,000.00.

22 **31. Hearing on Preliminary Approval.**

23 “Hearing on Preliminary Approval” shall mean the hearing held on the motion for preliminary
24 approval of the Settlement.

25 **32. Individual Settlement Amount.**

26 “Individual Settlement Amount” shall mean the amount which is ultimately distributed to each
27 Class Member, net of any Required Tax Withholding withheld by the Settlement Administrator.

1 **33. Named Plaintiffs.**

2 “Named Plaintiffs” shall mean Plaintiffs Julian Smothers and Asa Dhadha.

3 **34. Opt-Out(s).**

4 “Opt-Out(s)” shall mean any and all potential California Class Members who timely and validly
5 request exclusion from the California Class in accordance with the terms of the Class Notice.

6 **35. Opt-Out Request.**

7 “Opt-Out Request” shall mean a timely and valid request for exclusion from a California Class
8 Member in accordance with the terms of the Class Notice and in the form described in the Class Notice
9 or as otherwise approved by the Court.

10 **36. Parties.**

11 “Parties” shall mean the Named Plaintiffs, the California Class Members, the FLSA Group
12 Members, and Defendant.

13 **37. Preliminary Approval Date.**

14 “Preliminary Approval Date” shall mean the date upon which the Court enters an order
15 preliminarily approving this Stipulation.

16 **38. Released Claims.**

17 “Released Claims” shall mean any and all claims, demands, rights, debts, obligations, costs,
18 expenses, wages, liquidated damages, statutory damages, penalties (including civil and statutory),
19 liabilities, and/or causes of action of any nature and description whatsoever, whether known or
20 unknown, at law or in equity, whether under federal, state, or local law (including without limitation any
21 statute, ordinance, regulation, common law, constitution, or other source of law), which were asserted in
22 the Action or could have been asserted against the Released Parties arising out of the facts and
23 circumstances alleged in the Complaint. Released Claims include, without limitation, any and all claims
24 for wages, overtime, damages, costs, penalties, liquidated damages, punitive damages, interest, attorney
25 fees, litigation costs, restitution, injunctive relief, equitable relief, or other relief based on alleged
26 violation of the California Labor Code; of California Business & Professions Code Section 17200 et seq.
27 (“Section 17200”) based on the California Labor Code; of the wage orders of the California Industrial
28

1 Welfare Commission; or of the Fair Labor Standards Act. Released Claims include, without limitation,
2 claims alleging the failure to provide timely, off-duty meal breaks and/or rest breaks; the failure to
3 promptly pay all wages due and owing at the time of the employee’s separation from employment; the
4 failure to provide accurate itemized wage statements; the failure to keep accurate payroll records; the
5 failure to pay any regular, overtime, or other wages; or the failure to pay California or federal minimum
6 wage. Released Claims include, without limitation, claims for interest, attorney fees, or litigation costs
7 arising from prosecution of any Released Claims, and any and all alleged violations of California Labor
8 Code provisions giving rise to PAGA penalties. Released Claims include, without limitation, any Fair
9 Labor Standards Act (“FLSA”) claims of any Settlement Class Member that arises from or is based on
10 allegations that were or could have been asserted in the Action. It is understood and agreed that the
11 Settlement will not release any person, party or entity from claims, if any, by Settlement Class Members
12 for workers compensation, unemployment, wrongful termination, or disability benefits of any nature.

13 **39. Released Parties.**

14 “Released Parties” shall mean Defendant, Defendant’s parent and subsidiary entities and
15 affiliates, and their present and former members, managers, officers, directors, shareholders, agents,
16 employees, insurers, attorneys, accountants, auditors, advisors, representatives, consultants, pension and
17 welfare benefit plans, plan fiduciaries, administrators, trustees, general and limited partners,
18 predecessors, successors, and assigns.

19 **40. Settlement.**

20 “Settlement” shall mean the settlement between the Parties, which is memorialized in this
21 Stipulation.

22 **41. Settlement Administrator.**

23 “Settlement Administrator” shall mean Phoenix Settlement Administrators, which the Parties
24 have agreed will be responsible for administration of the Settlement and related matters, or another
25 neutral administrator mutually agreed to by the Parties and approved by the Court.

26 **42. Settling Parties.**

27 “Settling Parties” shall mean the Named Plaintiffs, the Settlement Class, and Defendant.

1 **43. Stipulation.**

2 “Stipulation” shall mean this First Amended Joint Stipulation of Class Action Settlement and
3 Release, including any attached exhibits.

4 **44. Required Tax Withholding.**

5 “Required Tax Withholding” shall mean any and all applicable federal, state, or local payroll
6 taxes including those collected under authority of the Federal Insurance Contributions Act (“FICA”) on
7 the portion of any Class Member’s Individual Settlement Amount that constitutes wages as set forth in
8 herein. Required Tax Withholding does not include Defendant’s Payroll Tax Share.

9 **45. Defendant’s Payroll Tax Share.**

10 “Defendant’s Payroll Tax Share” shall mean Defendant’s portion of payroll taxes for that portion
11 of the Individual Settlement Amounts that constitutes wages as set forth herein, which shall be satisfied
12 by Defendant separate and apart from this Stipulation.

13 **II. FACTUAL AND PROCEDURAL BACKGROUND OF ACTION.**

14 **1. Named Plaintiffs’ Claims.**

15 On or about December 2, 2016, Named Plaintiffs issued notice to Defendant and the California
16 LWDA regarding Named Plaintiff’s intention to file a complaint seeking civil penalties on behalf of
17 current and former aggrieved employees under PAGA for Defendant’s alleged violation of various
18 provisions of the California Labor Code. Named Plaintiffs supplemented this notice with additional
19 allegations on or about January 30, 2017. On or about February 3, 2017, Named Plaintiffs filed a
20 Complaint against Defendant in Sacramento County Superior Court contained the following causes of
21 action: 1) Failure to Pay Minimum Wages; 2) Failure to Pay Overtime Wages; 3) Failure to Provide
22 Mandated Meal Periods; 4) Failure to Provide Mandated Rest Periods; 5) Failure to Reimburse
23 Business-Related Expenses; 6) Failure to Issue Accurate Wage Statements; 7) Failure to Timely Pay
24 Wages Due Upon Termination; 8) Unfair Competition under California Business & Professions Code
25 section 17200 et seq.; and 9) Failure to Pay Overtime Wages in Violation of 29 U.S.C. section 207.
26 Defendant removed the Action to the United States District Court, Eastern District of California on
27
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1 March 14, 2017. On April 5, 2017, Named Plaintiffs filed their First Amended Complaint in the Action,
2 adding various claims against Defendant under the California Private Attorneys General Act (“PAGA”).
3 The Parties stipulate that, as part of this Settlement, good cause exists for Plaintiffs to file a Second
4 Amended Complaint that conforms to the class definitions therein to the “Settlement Class” as defined
5 herein at I.3. The claims of any person(s) falling within the scope of the class definition set forth in the
6 First Amended Complaint, but who are not included within the scope of the Settlement Class defined
7 herein, shall be considered as dismissed without prejudice upon the filing of the Second Amended
8 Complaint. Within twenty-eight (28) days of the Preliminary Approval Date, Named Plaintiffs shall file
9 a revised Second Amended Complaint that conforms to the Settlement Class definitions contained in this
10 Stipulation. Defendant may file thereafter an answer to the Second Amended Complaint.

11 **2. Discovery, Investigation, Motion Practice, and Research.**

12 Class Counsel has conducted significant discovery and investigation during the prosecution of
13 the Action. This discovery and investigation includes both formal and informal exchange of documents
14 and information, including but not limited to policies and procedures disseminated to the Settlement
15 Class Members, an extensive sample of the timekeeping and payroll records of the Class, and the
16 timekeeping and payroll documents of the Named Plaintiffs. Class Counsel took the deposition of one of
17 Defendant’s Directors of Operation. Class Counsel also interviewed other Settlement Class Members to
18 learn more about compensation and workplace details related to the Named Plaintiffs’ claims. In short,
19 Class Counsel has dedicated a significant amount of time to the investigation and prosecution of this
20 case on behalf of the Settlement Class. The Class Representatives have vigorously prosecuted this case,
21 and Defendant has vigorously contested it. The Parties have engaged in sufficient investigation and
22 informal discovery to assess the relative merits of the claims of the Class Representatives and of
23 Defendant’s defenses to them. To the extent necessary to effectuate the intent of this Agreement, the
24 Parties hereby agree that Defendant will stipulate to grant Named Plaintiffs leave to file a Second
25 Amended Complaint and that Defendant may thereafter file an answer to the Second Amended
26 Complaint.

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1 **3. Allegations of the Class Representative and Benefits of Settlement.**

2 The extensive informal exchange of information and discussions between counsel, as well as the
3 information obtained through formal discovery efforts, have been adequate to give the Class
4 Representatives and Class Counsel a sound understanding of the merits of their positions and to evaluate
5 the worth of the claims of the Class. This Settlement was reached with the assistance of an experienced
6 mediator, Jeff Winikow, a former judge of the Superior Court of California and a well-respected
7 mediator of complex class actions and wage-and-hour matters. The information exchanged by the
8 Parties through discovery and mediation is sufficient to reliably assess the merits of the Parties’
9 respective positions and to compromise the issues on a fair and equitable basis.

10 Named Plaintiffs and Class Counsel believe that the claims, causes of action, allegations and
11 contentions asserted in the Action have merit. However, Named Plaintiffs and Class Counsel recognize
12 and acknowledge the expense and delay of continued lengthy proceedings necessary to prosecute the
13 Action against Defendant through trial and through appeals. Moreover, prior to and during mediation,
14 Defendant raised multiple arguments which supported a number of defenses Defendant could plausibly
15 assert in the Action. Class Counsel has taken into account the uncertain outcome of the litigation, the
16 risk of continued litigation in complex actions such as this, the difficulties and delays inherent in such
17 litigation, and the potential difficulty of obtaining certification of the Action as well as trying the claims
18 of the class. Class Counsel is mindful of the potential problems of proof relating to, and possible
19 defenses to, the claims alleged in the Action.

20 Class Counsel believes that the Settlement set forth in this Stipulation confers substantial
21 benefits upon Named Plaintiffs and the Class Members and that an independent review of this
22 Stipulation by the Court in the approval process will confirm this conclusion. Based on their own
23 independent investigation and evaluation, Class Counsel has determined that the Settlement set forth in
24 the Stipulation is in the best interests of Named Plaintiffs and the Class Members.

25 **4. Defendant’s Denials of Wrongdoing and Liability.**

26 Defendant has denied and continues to deny each and every material factual, procedural, and/or
27 legal allegation and alleged claim asserted in the Action. Defendant contends that it has sought to
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1 comply in good faith with California and federal wage and hour laws and has dealt legally and fairly
2 with Named Plaintiffs and Class Members. Defendant denies that Named Plaintiffs and Class Members
3 would be entitled to statutory and/or civil penalties as a result of Named Plaintiffs' claims in this Action.
4 Defendant further denies that, for any purpose other than settling this Action, these claims are
5 appropriate for class or representative treatment. Nonetheless, Defendant has concluded that further
6 proceedings in the Action would be protracted and expensive and that it is desirable that the Action be
7 fully and finally settled in the manner and upon the terms and conditions set forth in this Stipulation in
8 order to dispose of burdensome and protracted litigation, to permit the operation of Defendant's business
9 without further expensive litigation and the distraction and diversion of its personnel with respect to
10 matters at issue in the Action. Defendant has also taken into account the uncertainty and risks inherent in
11 any litigation, especially in complex cases such as the Action. Defendant has, therefore, determined that
12 it is desirable and beneficial to it that the Action be settled in the manner and upon the terms and
13 conditions set forth in this Stipulation.

14 Furthermore, the settlement of this Action, the negotiation and execution of this Stipulation, and
15 all acts performed or documents executed pursuant to or in furtherance of this Stipulation are not, shall
16 not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability
17 on the part of Defendant, or of the truth of any of the factual allegations of the Action, and are not, shall
18 not be deemed to be, and may not be used as, as admission or evidence of any fault or omission on the
19 part of Defendant in any civil, criminal, or administrative proceeding in any court, administrative
20 agency, or other tribunal.

21 **5. Intent of the Settlement.**

22 The Class Settlement set forth herein intends to achieve the following: (1) entry of an order
23 granting conditional certification of the FLSA Group for settlement purposes only; (2) entry of an order
24 granting provisional certification of the California Class for settlement purposes only; (3) entry of an
25 order approving the Class Notice; (4) entry of an order granting final approval of the Settlement; (5)
26 entry of Judgment effecting the provisions of this Stipulation; and (6) discharge of Released Parties from
27 liability for any and all of the Released Claims including a general release as to the Named Plaintiffs.

1 **III. CONDITIONAL CLASS CERTIFICATION AND APPOINTMENT OF CLASS**
2 **COUNSEL.**

3 **1. The Settlement Class.**

4 For the purposes of this Stipulation and the Settlement of this Action only, the Parties stipulate to
5 provisional class and collective action certification of the Settlement Class pursuant to Federal Rule of
6 Civil Procedure 23(e) and 29 U.S.C. section 216(b). Defense Counsel believes this provisional
7 certification is appropriate because the Released Claims are being compromised without need to
8 establish the elements of those claims on which liability turns.

9 **2. Appointment of Class Counsel.**

10 For purposes of this Stipulation and subject to the Court's approval, the Parties hereby stipulate
11 to the appointment of Class Counsel as counsel for the Class and the effectuation of the Settlement
12 pursuant to this Stipulation.

13 **IV. SETTLEMENT CONSIDERATION.**

14 **1. California Class Gross Settlement Amount and FLSA Potential Gross Settlement**
15 **Amount.**

16 The California Class Gross Settlement Amount, the FLSA Potential Gross Settlement Amount,
17 and the other actions and forbearances taken by Named Plaintiffs and Defendant shall constitute
18 adequate consideration for the Settlement and will be made in full and final settlement of: (a) the
19 Released Claims, (b) the California Class Counsel Fees, (c) the FLSA Actual Class Counsel Fees, (d)
20 the California Class Counsel Expenses, (e) the FLSA Actual Class Counsel Expenses, (f) the California
21 Class Settlement Administrator Expenses, (g) the FLSA Actual Settlement Administrator Expenses, (h)
22 the California Class Enhancement Payment, (i) the FLSA Actual Enhancement Payment, (j) the
23 California Class PAGA Payment to LWDA, and (k) any other obligation of Defendant under this
24 Stipulation.

25 After the Court issues an order preliminarily approving this Settlement, the Settlement
26 Administrator will distribute Notice Forms to all Class Members. The Notice Forms shall identify the
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1 Class Member as well as the estimated amount of the Individual Settlement Amount that each Class
2 Member can expect to receive if they chose to participate fully in the Settlement.

3 **2. Enhancement Payment for Named Plaintiffs.**

4 Named Plaintiffs may petition the Court to approve an Enhancement Payment in a total amount
5 up to \$20,000.00 (allocated \$8,888.89 for the California Class and \$11,111.11 for the FLSA Group) to
6 be divided equally between both Named Plaintiffs for their efforts on behalf of the Class in this Action,
7 including assisting in the investigation of the claims, assisting in all aspects of the discovery process,
8 assisting and participating in the mediation of this matter, and consulting with Class Counsel in other
9 aspects of the case. Defendant shall not oppose any request by Named Plaintiffs for an Enhancement
10 Payment in such an amount. Any difference between the Enhancement Payment sought by Named
11 Plaintiffs and the Enhancement Payment actually awarded by the Court (assuming preliminary and final
12 approval of the Settlement) shall revert 44 ⁴/₉ % (forty-four and four-ninths percent) to the California
13 Class Net Settlement Amount and 55 ⁵/₉ % (fifty-five and five-ninths percent) to the FLSA Potential Net
14 Settlement Amount for distribution to the Class Members.

15 Any Enhancement Payment approved by the Court shall be paid to Named Plaintiffs as follows:
16 (1) 44 ⁴/₉ % (forty-four and four-ninths percent) of the total Enhancement Payment shall be paid from
17 the California Class Gross Settlement Amount; and (2) 55 ⁵/₉ % (fifty-five and five-ninths percent)
18 of the total Enhancement Payment shall be paid from the FLSA Actual Gross Settlement Amount. Any
19 Enhancement Payment to Named Plaintiffs shall be in addition to any distribution to which they may
20 otherwise be entitled as a Class Member. Such Enhancement Payment shall not be considered wages,
21 and Defendant shall issue Named Plaintiffs a Form 1099 reflecting such payment. Named Plaintiffs shall
22 be responsible for the payment of any and all taxes with respect to any Enhancement Payment and shall
23 hold Defendant harmless from any and all liability with regard thereto.

24 **3. Payment to Class Members.**

25 Each California Class Member shall be eligible to receive payment of an Individual Settlement
26 Amount, which is a share of the California Class Net Settlement Amount based on the number of pay
27 periods worked by the California Class Member during the Class Period. Each FLSA Group Member
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1 shall be eligible to receive payment of an Individual Settlement Amount, which is a share of the FLSA
2 Potential Net Settlement Amount based on the number of pay periods worked by the FLSA Group
3 Member during the Class Period. The Individual Settlement Amount for each Class Member shall be
4 calculated in accordance with Article VII below. Each Class Member, including Named Plaintiffs, shall
5 be responsible for the payment of any and all taxes with respect to his or her Individual Settlement
6 Amount (other than the Required Tax Withholding, which shall be paid by the Settlement Administrator
7 as set forth in this Stipulation) and shall hold Defendant harmless from any and all liability with regard
8 thereto.

9 **4. Additional Consideration.**

10 In addition to the monetary consideration upon which this Agreement is based, Defendant also
11 agrees that it has undertaken the following actions with respect to its workplace policies, practices, and
12 procedures:

- 13 a. Defendant will instruct all Alarm Installation Technicians and Lead Alarm
14 Installation Technicians to accurately record their daily hours worked, including
15 all time spent engaged in non-productive tasks such as attending meetings,
16 traveling to and from working locations during the workday, and performing
17 various other administrative tasks whether directly or indirectly related to alarm
18 installation.
- 19 b. Defendant will pay all Alarm Installation Technicians and Lead Alarm
20 Installation Technicians performing work in California in accordance with
21 California's minimum wage and overtime laws, including paying Alarm
22 Installation Technicians and Lead Alarm Installation Technicians at least the
23 California minimum wage for each individual hour worked, including hours
24 engaged in non-productive tasks, one-and-a-half times the regular rate of pay for
25 all hours worked over eight hours in a workday and the first eight hours of the
26 seventh consecutive day of work, and twice the regular rate of pay for all hours
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1 worked in excess of twelve hours in a workday and all hours worked over eight
2 hours on the seventh consecutive day of work.

3 c. Defendant will distribute to each of its California non-exempt employees, and will
4 post at each of its California work locations from which Alarm Installation
5 Technicians and Lead Alarm Installation Technicians are dispatched, a bulletin
6 notifying employees that they are authorized and permitted to take a first and
7 second meal period and rest periods in a manner that complies with California
8 law.

9 d. Defendant will modify its on-call policies applicable to non-exempt California
10 employees to state that employees are not to monitor their phones during off-duty
11 hours or during meal and rest periods.

12 e. Defendant will reimburse Alarm Installation Technicians and Lead Alarm
13 Installation Technicians in California for their reasonable business expenses,
14 including reimbursement at the IRS mileage rate for work-related travel using
15 personal vehicles, reimbursement for personal cellphone use and reimbursement
16 for all required tools.

17 f. Defendant will submit a declaration prior to the hearing on Plaintiffs' Motion for
18 Preliminary Approval confirming that the foregoing actions have been taken.

19 **5. Tax Treatment and Payment.**

20 For the purpose of calculating Required Tax Withholding for the Individual Settlement Amounts
21 for Class Members (including any payments to the Class Representatives but exclusive of any
22 Enhancement Payment and without acknowledging or admitting to any liability as it would relate to the
23 claims raised in this matter), the parties agree that twenty percent (20%) of each Individual Settlement
24 Amount shall constitute wages in the form of alleged unpaid wages (and each Class Member will be
25 issued an IRS Form W-2 for such payment to him or her), thirty percent (30%) of each Individual
26 Settlement Amount shall constitute reimbursement for business-related expenses from which taxes shall
27 not be deducted, five percent (5%) of each Individual Settlement Amount shall constitute interest, and
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1 forty-five percent (45%) of each Individual Settlement Amount shall constitute penalties (and each Class
2 Member will be issued an IRS Form 1099 MISC for interest and penalties and no withholdings will be
3 made).

4 The Parties understand and agree that the Named Plaintiffs and the Class Members who receive
5 any payment pursuant to this Stipulation shall be solely responsible for any and all individual tax
6 obligations associated with this Settlement (other than the Required Tax Withholding, which shall be
7 paid by the Settlement Administrator as set forth in this Stipulation). The Parties understand and agree
8 that Defendant's Payroll Tax Share shall be satisfied separate and apart from this Stipulation. In other
9 words, the California Class Gross Settlement Amount and the FLSA Potential Gross Settlement Amount
10 will not be reduced by Defendant's Payroll Tax Share.

11 **6. No Effect on Employee Benefit Plans.**

12 Neither the Class Settlement nor any amounts paid under the Class Settlement will modify any
13 previously credited hours, days, or weeks of service under any employee benefit plan, policy or bonus
14 program sponsored by Defendant. Such amounts will not form the basis for additional contributions to,
15 benefits under, or any other monetary entitlement under Defendant's sponsored benefit plans, policies or
16 bonus programs. The payments made under the terms of this Stipulation shall not be applied
17 retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of
18 compensation for the purposes of any of Defendant's benefit plan, policy or bonus program. Defendant
19 retains the right to modify the language of its benefits plans, policies and bonus programs to effect this
20 intent and to make clear that any amounts paid pursuant to this Stipulation are not for "weeks worked,"
21 "weeks paid," "weeks of service," or any similar measuring term as defined by applicable plans, policies
22 and bonus programs for purpose of eligibility, vesting, benefit accrual, or any other purpose, and that
23 additional contributions or benefits are not required by this Stipulation. Defendant does not consider the
24 Settlement payments "compensation" for purposes of determining eligibility for, or benefit accrual
25 within, any benefit plans, policies, or bonus programs, or any other plan sponsored by Defendant.

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1 **7. California Class Counsel Fees, California Class Counsel Expenses, FLSA Actual**
2 **Class Counsel Fees, and FLSA Actual Class Counsel Expenses.**

3 No sooner than twenty-one (21) days after the Notice Period ends, Class Counsel will submit an
4 application for an award of fees and expenses. In that application, (a) the fee portion shall not exceed
5 one-fourth of the sum of the California Class Gross Settlement Amount and the FLSA Actual Gross
6 Participation Amount, and (b) the expenses portion shall not exceed \$20,000. Defendant agrees not to
7 object to any such fee or expense application in those amounts. As a condition of this Settlement, Class
8 Counsel has agreed to pursue fees only in the manner reflected by this Section. The Parties agree that
9 any fee and/or expense application by Class Counsel will include a request that the Court analyze
10 requested fees using a lodestar cross-check, in addition to any other fee or cost review criteria that the
11 Court may wish to use in its analysis of such application(s).

12 Any difference between the fees and expenses sought by Class Counsel and the fees and
13 expenses actually awarded by the Court (assuming preliminary and final approval of the Settlement)
14 shall revert 44 ⁴/₉ % (forty-four and four-ninths percent) to the California Class Net Settlement Amount
15 and 55 ⁵/₉ % (fifty-five and five-ninths percent) to the FLSA Potential Net Settlement Amount for
16 distribution to the Class Members. Class Counsel's fees and expenses approved by the Court shall
17 encompass: (a) all work performed, and all costs and expenses incurred by, or at the direction of, any
18 attorney purporting to represent the Class through the date of this Stipulation; (b) all work to be
19 performed and costs to be incurred in connection with approval by the Court of the Class Settlement;
20 and (c) all work to be performed and costs and expenses, if any, incurred in connection with
21 administering the Settlement through dismissal of the Action with prejudice.

22 **8. Payment of Class Counsel's Fees and Expenses.**

23 Class Counsel's fees and expenses as awarded by the Court shall be paid by the Settlement
24 Administrator not more than twenty (20) days after the Effective Date in accordance with this
25 Stipulation.

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1 **V. CLAIMS ADMINISTRATION COSTS AND EXPENSES.**

2 **1. The Settlement Administrator's Costs and Expenses.**

3 All costs and expenses due to the Settlement Administrator in connection with its administration
4 of the Settlement including, but not limited to, providing the Class Notice; locating Class Members;
5 processing requests for exclusion or inclusion submitted by Class Members; and calculating,
6 administering, and distributing Individual Settlement Amounts to the Class Members, shall be paid 44
7 $\frac{4}{9}$ % (forty-four and four-ninths percent) from the California Class Gross Settlement Amount and 55 $\frac{5}{9}$
8 % (fifty-five and five-ninths percent) from the FLSA Actual Gross Settlement Amount.

9 **2. Payment by Defendant.**

10 Within fourteen (14) days after the Preliminary Approval Date, Defendant shall deposit with the
11 Settlement Administrator the California Class Gross Settlement Amount. Within fourteen (14) days after
12 the Effective Date, which occurs only after all members of the California Class and the FLSA Group
13 have been determined through the efforts of the Settlement Administrator and the court has finally
14 approved the Settlement, Defendant shall deposit with the Settlement Administrator the FLSA Actual
15 Gross Settlement Amount.

16 **VI. NOTICE TO CLASS MEMBERS AND CLAIMS ADMINISTRATION PROCESS.**

17 **1. The Settlement Administrator.**

18 The Settlement Administrator's responsibilities will include mailing the Class Notice to Class
19 Members; setting up a toll-free number for the purpose of handling inquiries from Class Members
20 concerning the Class Notice; determining the Individual Settlement Amounts; conducting a telephonic
21 and online social media outreach campaign in accordance with this Stipulation; preparing,
22 administering, and distributing Individual Settlement Amounts to Class Members; issuing a final report;
23 and performing such other duties as the Parties may direct or the Court may order. The Settlement
24 Administrator shall also be responsible for establishing a website (the address to which will be provided
25 on the Class Notice) where Class Members may review conformed copies of the Complaint, Answer,
26 Joint Stipulation of Class Settlement, and any and all moving papers submitted in support of or in
27 conjunction with the Parties' efforts to obtain preliminary and final Court approval. The Settlement
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1 Administrator shall remove the website no later than the earlier of (i) thirty (30) days after the final act
2 performed by the Settlement Administrator in connection with the Settlement, or (ii) the date on which
3 the Settlement Administrator is released by the Court.

4 On a weekly basis, the Settlement Administrator will provide reports to Class Counsel and
5 Defense Counsel updating them as to the number of validated and timely received requests for exclusion
6 from or inclusion with the Settlement. The Settlement Administrator will serve on Class Counsel and
7 Defense Counsel via e-mail date-stamped copies of the original written requests for exclusion or
8 inclusion no later than seven days after their receipt. The Settlement Administrator will provide Class
9 Counsel with proof of mailing of the Class Notices, which Class Counsel will file with the Court no later
10 than fourteen (14) days prior to the Court's Final Approval and Fairness Hearing. No later than fourteen
11 (14) days prior to the Final Approval and Fairness Hearing, the Settlement Administrator will compile
12 and deliver to Class Counsel and Defense Counsel a report with information regarding (a) the final
13 Individual Settlement Amounts of each Class Member, (b) the final number of Opt-Outs, and (c) the
14 final number of potential FLSA Group Members who timely opted in to the Settlement.

15 Administrative Expenses will not exceed \$50,000. In the event that Administrative Expenses are
16 less than \$50,000, the difference shall revert 44 ⁴/₉ % (forty-four and four-ninths percent) to the
17 California Class Net Settlement Amount and 55 ⁵/₉ % (fifty-five and five-ninths percent) to the FLSA
18 Potential Net Settlement Amount for distribution to the Class Members.

19 **2. Notice to Class Members.**

20 Notice shall be provided to Class Members in the following manner: Within seven (7) days after
21 the Preliminary Approval Date, Defendant shall provide the Settlement Administrator and Class Counsel
22 with an updated list of Class Members containing names, social security numbers, last-known telephone
23 numbers, last-known email addresses and last-known physical addresses (the "Database"). The Database
24 shall be marked "Confidential – Attorneys' and Settlement Administrator's Eyes Only." Class Counsel
25 represents, warrants, covenants, and agrees (a) Class Counsel shall hold the Database, including any
26 copies thereof, in strictest confidence and shall not disclose or divulge its contents to any Class Member,
27 including Named Plaintiffs, or to any third party; (b) the Database shall be kept in secure facilities; and

1 (c) the contents of the Database shall be used exclusively to assist in administration of the Settlement
2 pursuant to this Stipulation and for no other purpose, including, but not limited to, fact-gathering,
3 discovery, or communication with individuals contained in the Database for any purpose, other than
4 administration of the Settlement pursuant to this Stipulation.

5 Within seven (7) days after the Preliminary Approval Date, Defendant also will provide to the
6 Settlement Administrator and Class Counsel a list of potential amounts that could be claimed by each
7 Class Member, calculated in the manner described in Article VII. Within fourteen (14) days after receipt
8 of the Database and Class Member settlement share information, the Settlement Administrator shall
9 populate the Notice Forms for each Class Member and shall send each Class Member the Class Notice
10 via United States mail, first class postage prepaid, and via email.

11 Concurrent with the distribution of the Class Notice, the Class Counsel will also engage a third
12 party consultant to assist with the location of Settlement Class Members through online social media
13 websites and will solicit further contact with identified Settlement Class Members through that channel
14 as well, for the purpose of alerting the Settlement Class Members of the pendency of the Settlement and
15 the manner in which they can obtain additional information about whether they are entitled to participate
16 in the Settlement. It is agreed that the funds allocated to settlement administration may also be used for
17 the purpose of locating Settlement Class Members in a manner that is consistent with this Settlement,
18 but that the fees paid to the social media consultant shall be inclusive of the total fees allocated under
19 this Settlement, such that no additional fees shall be paid to the third-party consultant or the Settlement
20 Administrator which exceed the amounts contemplated by this Settlement. The Settlement Administrator
21 shall take reasonable steps to verify the identity of any person contacted solely through social media
22 websites or email, such as by obtaining a copy of the person's driver license or other government-issued
23 photo identification card. The campaign shall include language substantially similar to the following:

24 “NorthStar Alarm Services, LLC has agreed to settlement terms with representatives of a class of
25 Lead Installation Technicians and Alarm Installation Technicians relating to allegations of unpaid
26 wages. You have been identified as one of the potential members of the Settlement Class and you may
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1 be one of those entitled to receive a share of the settlement. For more information, contact [settlement
2 administrator] at [1-888-888-8888].”

3 The Settlement Administrator shall take all steps necessary to see that the foregoing message is
4 sent to Settlement Class Members via email and social media every seven (7) days over the course of the
5 Notice Period.

6 Within ten (10) days after the Settlement Administrator sends the Class Notice, the Settlement
7 Administrator shall send a follow-up postcard, text message, and email to each Class Member
8 containing a reminder of the applicable deadlines associated with the Settlement, a brief statement of the
9 actions each Class Member may take with respect to the Class Settlement, and the contact information
10 for the Settlement Administrator and Class Counsel if the Class Members have any further questions
11 about the Settlement.

12 Within ten (10) days after the Settlement Administrator sends the Class Notice, the Settlement
13 Administrator shall conduct a telephonic phone call campaign directed to each member of the FLSA
14 Group who has not returned the opt-in form in order to confirm his or her receipt of the Class Notice to
15 potential FLSA Group Members, to inform the potential FLSA Group Member of the deadline to return
16 the opt-in form, and to direct the FLSA Group Member to contact Class Counsel with any questions he
17 or she may have concerning the Settlement. Every seven (7) days thereafter until the deadline for
18 potential FLSA Group Members to opt in to the Settlement, the Settlement Administrator shall revise its
19 list of those potential FLSA Group Members who have not returned the opt-in form and shall again
20 contact such individuals telephonically to provide them with the foregoing information. The Settlement
21 Administrator shall provide copies of its updated list of FLSA Group Members who have timely opted
22 in to the Settlement to Class Counsel and Defense Counsel on a weekly basis. No later than fourteen
23 (14) days after the Notice Period ends, the Settlement Administrator shall file with the Court, and shall
24 serve on Class Counsel and Defense Counsel, the opt-in forms returned by FLSA Group Members.

25 If any Notice, check, correspondence, or communication sent by the Settlement Administrator is
26 returned as undeliverable, or if the Settlement Administrator otherwise determines that the last known
27 contact information for a potential Settlement Class Member is no longer current, the Settlement
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1 Administrator shall perform a skip trace search for the individual and shall re-send any Notice, check,
2 correspondence, or communication using any updated contact information that may have been obtained
3 by the skip trace search. The Settlement Administrator will notify Class Counsel and Defense Counsel
4 of all skip traces performed to locate potential Settlement Class Members.

5 **3. Opt-Out Procedure.**

6 In order for a California Class Member to Opt-Out of the Settlement applicable to the California
7 Class, the Opt-Out Request must be received by the Settlement Administrator within 30 days of being
8 mailed by the Settlement Administrator (“Opt-Out Deadline”). Any Opt-Out Request received after the
9 30th day, respectively, will be invalid, except that Defendant agrees to accept as timely any Opt-Out
10 Request the Settlement Administrator receives within 5 calendar days after the Opt-Out Deadline which
11 bears a postmark prior to the Opt-Out Deadline. In the event that, prior to the Opt-Out Deadline, any
12 Class Notice mailed to a California Class Member is returned as having been undelivered by the U.S.
13 Postal Service, the Settlement Administrator shall perform a skip trace search and seek an address
14 correction for such Class Member(s), and a second Class Notice will be sent to any new or different
15 address obtained. Such California Class Member(s) shall have an additional 14 days in which to return
16 the Opt-Out Request.

17 It will be presumed that, if an envelope containing the Class Notice has not been returned within
18 28 days of the mailing, the Class Member received the Class Notice. No later than fourteen (14) days
19 after the Notice Period ends, the Settlement Administrator shall provide Class Counsel and Defense
20 Counsel with a Declaration of Due Diligence and Proof of Mailing with regard to the mailing of the
21 Class Notice and its attempts to locate Class Members. The declaration shall specify the number of
22 Class Members to whom Class Notices were sent and the number of Class Members to whom Class
23 Notices were not delivered. Class Counsel shall file this declaration with the Court.

24 If the Settlement Administrator determines that an Opt-Out Request returned by a California
25 Class Member before the Opt-Out Deadline is deficient, then the Settlement Administrator shall mail a
26 deficiency letter to that Class Member identifying the deficiencies no later than seven (7) days after
27 receipt of the deficient Opt-Out Request. The Class Member shall then have seven (7) calendar days
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1 from the date of the Settlement Administrator’s deficiency letter to correct the deficiencies, or his or her
2 Opt-Out Request will be deemed invalid.

3 **4. Objections.**

4 The Class Notice shall inform the Class Members of their right to object to the Settlement. Any
5 Class Member who wishes to object to the Settlement must file a written objection with the Court and
6 serve copies of the written objection to Class Counsel and Defense Counsel for receipt no later than 30
7 days from the date that Class Notice is mailed. The objection must include the case name and number
8 and must set forth, in clear and concise terms, a statement of the reasons why the objector believes that
9 the Court should find that the proposed Settlement is not in the best interest of the Class and the reasons
10 why the Settlement should not be approved, including the legal and factual arguments supporting the
11 objection. Any objector may also appear at the Final Approval Hearing, in person or through an attorney
12 retained at his or her own expense, but such appearance shall not be a prerequisite to the Court’s
13 consideration of any timely-filed objection. Copies of any objection must be simultaneously served on
14 Class Counsel and Defense Counsel. Unless otherwise ordered by the Court, Class Members shall not be
15 entitled to appear and or object at the Final Approval Hearing unless they have submitted a timely
16 written objection pursuant to this Section.

17 **VII. SETTLEMENT FUNDING AND DISTRIBUTION.**

18 **1. Allocation of the California Class Gross Settlement Amount.**

19 The claims of all California Class Members are settled for the California Class Gross Settlement
20 Amount, which will be allocated as follows:

- 21 a) The California Class Counsel Fees;
- 22 b) The California Class Counsel Expenses;
- 23 c) The California Class Settlement Administrator Expenses;
- 24 d) The California Class Enhancement Payment;
- 25 e) The California Class PAGA Payment to LWDA;
- 26 f) The Required Tax Withholding, if any; and
- 27 g) The aggregate of all California Class Individual Settlement Amounts.

1 For purposes of estimating the California Class Individual Settlement Amounts, the Settlement
2 Administrator shall calculate the estimated California Class Net Settlement Amount based on the
3 estimated, not-to-exceed amounts of the California Class Counsel Fees, the California Class Counsel
4 Expenses, the California Class Settlement Administrator Expenses, the California Class Enhancement
5 Payment, and the California Class PAGA Payment to LWDA prior to sending Notice to the California
6 Class Members. Prior to final distribution, the Settlement Administrator shall calculate the final
7 California Class Net Settlement Amount based on the actual values of such categories as approved by
8 the Court.

9 The entirety of the final California Class Net Settlement Amount shall be distributed to the
10 participating California Class Members, with no reversion to Defendant.

11 **2. Allocation of the FLSA Actual Gross Settlement Amount.**

12 The claims of all FLSA Group Members are settled for the FLSA Actual Gross Settlement
13 Amount, which will be allocated as follows:

- 14 a) The FLSA Actual Class Counsel Fees;
- 15 b) The FLSA Actual Class Counsel Expenses;
- 16 c) The FLSA Actual Settlement Administrator Expenses;
- 17 d) The FLSA Actual Enhancement Payment;
- 18 e) The Required Tax Withholding, if any; and
- 19 f) The aggregate of all FLSA Individual Settlement Amounts.

20 For purposes of estimating the FLSA Individual Settlement Amounts, the Settlement
21 Administrator shall calculate the estimated FLSA Potential Net Settlement Amount based on the
22 estimated, not-to-exceed amounts of the FLSA Potential Class Counsel Fees, the FLSA Potential Class
23 Counsel Expenses, the FLSA Potential Settlement Administrator Expenses, and the FLSA Potential
24 Enhancement Payment prior to sending Notice to the FLSA Group Members. Prior to final distribution,
25 the Settlement Administrator shall calculate the final FLSA Potential Net Settlement Amount based on
26 the actual values of such categories as approved by the Court.

27 **3. Calculation of Estimated Individual Settlement Amounts.**

1 For purposes of the Class Notice, the estimated Individual Settlement Amount of each Class
2 Member shall be calculated as follows:

3 a) For the California Class, the estimated California Class Net Settlement Amount
4 shall be divided by 1,275, which is the total number of workweeks worked by all potential members of
5 the California Class, to yield the “estimated California Class pay period rate.” For each potential
6 member of the California Class, the estimated California Class pay period rate shall be multiplied by the
7 number of his or her individual pay periods worked during the Class Period.

8 b) For the FLSA Group, the estimated FLSA Potential Net Settlement Amount shall
9 be divided by 5,769, which is the total number of workweeks worked by all potential members of the
10 FLSA Group, to yield the “estimated FLSA Group pay period rate.” For each potential member of the
11 FLSA Group, the estimated FLSA Group pay period rate shall be multiplied by the number of his or her
12 individual pay periods worked during the Class Period.

13 **4. Calculation of Final Individual Settlement Amounts.**

14 The final Individual Settlement Amount payable to each Class Member shall be calculated as
15 follows:

16 a) The estimated California Class Net Settlement Amount and the estimated FLSA
17 Potential Net Settlement Amount shall be recalculated following the Court’s final approval of the
18 Settlement to reflect the final California Class Net Settlement Amount and the final FLSA Potential Net
19 Settlement Amount, which will be used to determine the final California Class Individual Settlement
20 Amounts and the final FLSA Group Individual Settlement Amounts.

21 b) For the California Class, the final California Class Net Settlement Amount shall
22 be divided by the total number of workweeks worked by all members of the California Class to yield the
23 “final California Class pay period rate.” Each member of the California Class shall be paid an amount
24 equal to the number of his or her individual pay periods worked during the Class Period multiplied by
25 the final California Class pay period rate.

1 c) For the FLSA Group, the final FLSA Potential Net Settlement Amount shall be
2 divided by 5,769, which is the total number of workweeks worked by all potential members of the FLSA
3 Group, to yield the “final FLSA Group pay period rate.” Each member of the FLSA Group shall be paid
4 an amount equal to the number of his or her individual pay periods worked during the Class Period
5 multiplied by the final FLSA Group pay period rate.

6 Defendant will provide the Settlement Administrator with any information reasonably necessary
7 to perform the calculation of the number of workweeks worked for each Class Member, and any other
8 reasonably required information the Settlement Administrator requests to perform the calculations
9 required under this Stipulation. Defendant shall have no responsibility for deciding the validity of the
10 Individual Settlement Amounts or any other payments made pursuant to the Settlement. Named
11 Plaintiffs and the Class Members represent and understand that they shall be solely responsible for any
12 and all individual tax obligations associated with their respective Individual Settlement Amounts and/or
13 Enhancement Payment (other than the Required Tax Withholding, which shall be paid by the Settlement
14 Administrator as set forth in this Stipulation).

15 **5. Calculation of the FLSA Actual Gross Settlement Amount.**

16 The FLSA Actual Gross Settlement Amount will be calculated as follows:

17 a) First, by adding the total amount of the final FLSA Group Individual Settlement
18 Amounts for all FLSA Group Members who opt in to the Settlement by timely returning the FLSA
19 claim form to the Settlement Administrator, which sum shall be the “FLSA Actual Net Settlement
20 Amount”;

21 b) Second, by dividing the FLSA Actual Net Settlement Amount by the final FLSA
22 Potential Net Settlement Amount, which quotient shall be the “FLSA Participation Rate”;

23 c) Third, by multiplying the FLSA Potential Gross Settlement Amount by the FLSA
24 Participation Rate, which product shall be the “FLSA Actual Gross Participation Amount”;

25 d) Fourth, by multiplying the FLSA Actual Gross Participation Amount by the
26 Court-approved percentage for Class Counsel’s fees, which product shall be the “FLSA Actual Class
27 Counsel Fees”; and

1 e) Fifth, by adding the FLSA Actual Net Settlement Amount, the FLSA Actual Class
2 Counsel Fees, the FLSA Actual Class Counsel Expenses, the FLSA Actual Settlement Administrator
3 Expenses, and the FLSA Actual Enhancement Payment, which sum shall be the “FLSA Actual Gross
4 Settlement Amount.”

5 **6. Disputes Over Individual Settlement Amounts.**

6 In the event that any Class Member disputes the number of pay periods he or she worked during
7 the Class Period as set forth in the Class Notice, the Class Member shall contact the Settlement
8 Administrator and explain the basis for his or her dispute, and may submit to the Settlement
9 Administrator any documents that the Class Member believes to support the purported inaccuracy of the
10 Settlement Administrator’s calculations. The Settlement Administrator shall thereupon promptly
11 forward to Class Counsel and Counsel for Defendant a summary of the dispute and any documents
12 submitted by the Class Member pertaining to the dispute. Defendant shall be responsible for reviewing
13 the dispute and confirming via review of its records whether the number of pay periods worked by the
14 Class Member was correctly reported to the Class Member, and instructing the Settlement Administrator
15 to respond to the Class Member regarding its findings.

16 **7. Time for Payment of Enhancement Payment to Class Representative.**

17 The Settlement Administrator shall distribute to Named Plaintiffs the Enhancement Payment
18 approved by the Court to Named Plaintiffs no later than twenty (20) days following the Effective Date.

19 **8. Time for Payment of Required Tax Withholding and Individual Settlement**
20 **Amounts.**

21 To the extent that any Required Tax Withholding is required for any payments made pursuant to
22 this Stipulation, the Settlement Administrator shall make every effort to pay the Required Tax
23 Withholding associated with each Class Member’s Individual Settlement Amount and mail the
24 Individual Settlement Amount to each Class Member, by U.S. Mail, first class postage prepaid, to the
25 Class Member’s last-known address no later than twenty-eight (28) days after Defendant deposits the
26 FLSA Actual Gross Settlement Amount with the Settlement Administrator in accord with Article V,
27 Section 2. If the Settlement Administrator is not able to do so within the time period set forth above, it

1 shall so inform Class Counsel and Defense Counsel and provide an approximate date by which any
2 Required Tax Withholding shall be paid and the Individual Settlement Amounts will be mailed. Under
3 no circumstances shall the Settlement Administrator distribute checks to Class Members until all timely
4 Claims have been considered, calculated, and accounted for, and all of the remaining monetary
5 obligations have been calculated and accounted for.

6 In the event that any Class Member is deceased, payment shall be made payable to the estate of
7 that Class Member and delivered to the executor or administrator of that estate, unless the Settlement
8 Administrator has received an affidavit or declaration pursuant to California Probate Code § 13101, in
9 which case payment shall be made to the affiant(s) or declarant(s). Within fourteen (14) days of mailing
10 the Individual Settlement Amounts to Class Members, the Settlement Administrator shall file with the
11 Court, and shall provide to Class Counsel and Defense Counsel, a declaration of payment.

12 **9. Non-Cashed Settlement Checks.**

13 All checks mailed to any Class Member pursuant to the Settlement must be cashed within
14 seventy-five (75) days after the date it is mailed by the Settlement Administrator, and the Settlement
15 Administrator shall include a cover letter with each check notifying the Class Members of that deadline.
16 If a check is returned to the Settlement Administrator, the Settlement Administrator will make all
17 reasonable efforts to contact the Class Member, including by telephone and by performing a skip trace
18 search for the Class Member's updated contact information, and to re-mail it to the Class Member at the
19 Class Member's correct address. If any check to a Class Member is not cashed within seventy-five (75)
20 days after it is mailed or re-mailed, whichever is later, the Settlement Administrator will send the Class
21 Member a letter informing the Member that, unless the check is cashed within thirty (30) days of the
22 date of the letter, the check will expire and become non-negotiable and offering to replace the check if it
23 was lost or misplaced, but not cashed. In no event shall a Class Member's failure to cash a settlement
24 check be considered or constitute a waiver or revocation by the Class Member of the release provisions
25 contained in the Settlement.

26 If a Class Member's check remains uncashed by the expiration of the thirty (30)-day period after
27 this notice, the Settlement Administrator will void the check and send the corresponding funds to the
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1 California State Controller’s Unclaimed Property Fund (“UPF”). In such event, the Class Member will
2 nevertheless remain bound by the Settlement, including the release of the Released Claims.

3 **10. Extension of Time to Pay and/or Process Claims.**

4 Should the Settlement Administrator need more time than is provided under this Stipulation to
5 complete any of its obligations, the Settlement Administrator may request, in writing, such additional
6 time (including an explanation of the need for additional time) from Defense Counsel and Class
7 Counsel. If Defense Counsel and/or Class Counsel do not agree, in writing, to the Settlement
8 Administrator’s request for additional time, the Settlement Administrator may seek such additional time
9 from the Court.

10 **VIII. NULLIFICATION OF THIS STIPULATION.**

11 **1. Non-Approval of the Stipulation.**

12 If (a) the Court should for any reason fail to approve this Stipulation in the form agreed to by the
13 Parties, or (b) the Court should for any reason fail to enter a Judgment pursuant to this Stipulation in the
14 Action, or (c) the approval of the Settlement and Judgment is reversed, modified or declared or rendered
15 void, then the Settlement and conditional class certification shall be considered null and void, and
16 neither the Settlement, conditional class certification, nor any of the related negotiations or proceedings,
17 shall be of any force or effect, and all parties to the Settlement shall stand in the same position, without
18 prejudice, as if the Settlement had been neither entered into nor filed with the Court. Notwithstanding
19 the foregoing, the Parties may attempt in good faith to cure any perceived defects in the Stipulation to
20 facilitate approval.

21 **2. Invalidation.**

22 Invalidation of any material portion of the Settlement shall invalidate the Settlement in its
23 entirety, unless the Parties shall subsequently agree in writing that the remaining provisions of the
24 Settlement are to remain in full force and effect.

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1 **IX. MOTION FOR COURT APPROVAL.**

2 **1. Preliminary Approval.**

3 Class Counsel will submit this Stipulation to the Court along with a Motion for Preliminary
4 Approval of the Settlement and Conditional Certification of the FLSA Group. The Motion for
5 Preliminary Approval must be approved by Defense Counsel before it is submitted to the Court and
6 must include (among others) arguments that the Settlement is fair, reasonable, and should be approved
7 because (i) the FLSA Potential Gross Settlement Amount is greater than Plaintiffs' estimated value of
8 the FLSA overtime and minimum wage claims, so members of the FLSA Group are being compensated
9 more than the full amount of Plaintiffs' own estimated value of their claims; and (ii) the potential
10 members of the FLSA Group who do not opt in to the Settlement will not be granting a release to
11 NorthStar or waiving any FLSA-related claims against NorthStar, so they remain free to individually
12 pursue such claims if they choose.

13 The Parties shall cooperate to present the Settlement to the Court for preliminary approval in a
14 timely fashion. The Court's preliminary approval of the Settlement shall be embodied in an Order
15 substantially in the form attached hereto as Exhibit 3.

16 **2. Final Approval.**

17 The Final Approval and Fairness Hearing shall be held before the Court at a date and time to be
18 determined by the Court.

19 **3. Entry of Judgment.**

20 At the Final Approval and Fairness Hearing, Named Plaintiffs and Defendant shall jointly move
21 the Court for the entry of the final order certifying the Settlement Class for settlement purposes only and
22 approving the Settlement as being fair, reasonable, and adequate to the Class Members and for the entry
23 of a final Judgment consistent with the terms of the Settlement. Class Counsel and Defense Counsel
24 shall submit to the Court such pleadings and/or evidence as may be required for the Court's
25 determination. The Court shall retain jurisdiction over the interpretation, implementation, and
26 enforcement of the Settlement following entry of a final Judgment, including without limitation with
27 respect to the Settlement Administrator's submission of a declaration of payment.

1 **X. RELEASES AND WAIVERS.**

2 **1. Release of Claims by Settlement Class.**

3 Upon the Effective Date, each member of the California Class releases the Released Parties, and
4 each of them, of and from any and all Released Claims through the Effective Date.

5 Upon the Effective Date, each member of the FLSA Group releases the Released Parties, and
6 each of them, of and from any and all Released Claims through the Effective Date.

7 Class Members are providing the Released Parties with a full and complete release with respect
8 to the Released Claims as set forth in this Stipulation. It is agreed that this Stipulation is intended to fully
9 and finally resolve the Released Claims and the action is to be dismissed, with prejudice, as to each and
10 every Class Member.

11 **XI. DUTIES OF THE PARTIES.**

12 **1. Mutual Full Cooperation.**

13 The Parties agree to cooperate fully with one another to accomplish and implement the terms of
14 this Stipulation. Such cooperation shall include, but not be limited to, execution of such other documents
15 and the taking of such other actions as may reasonably be necessary to fulfill the terms of this
16 Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Stipulation
17 and any other efforts that may become necessary by court order or otherwise, to effectuate this
18 Stipulation and the terms set forth herein. As soon as practicable after execution of this Stipulation,
19 Class Counsel, with the cooperation of Defendant and Defense Counsel, shall take all necessary and
20 reasonable steps to secure the Court's final approval of this Stipulation.

21 **2. Duty to Support and Defend the Settlement.**

22 The Parties agree to abide by all of the terms of the Settlement in good faith and to support the
23 Settlement fully and to use their best efforts to defend this Class Settlement from any legal challenge,
24 whether by appeal or collateral attack.

25 **3. Duties Prior to Court Approval.**

26 Class Counsel shall promptly submit this Stipulation to the Court for preliminary approval and
27 determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon execution of
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1 this Stipulation, Class Counsel shall apply to the Court for the entry of a preliminary order substantially
2 in the form filed concurrently herewith as Exhibit 3, scheduling a hearing on the question of whether the
3 proposed Class Settlement should be approved as fair, reasonable, and adequate as to the Class
4 Members, approving as to form and content the proposed Class Notice attached hereto as Exhibits 1 and
5 2, and directing the mailing of the Class Notice to Class Members. Defense Counsel shall file a notice of
6 non-opposition to the motion for preliminary approval or join in the motion.

7 **XII. MISCELLANEOUS PROVISIONS.**

8 **1. Voiding the Stipulation.**

9 Pending Court approval and other than as specifically provided herein, if any of the material
10 conditions set forth in this Stipulation are not met and satisfied, this Stipulation shall, at the option of
11 either the Named Plaintiffs or Defendant, be ineffective, void, and of no further force and effect, and
12 shall not be used or be admissible in any subsequent proceeding, either in this Court or in any other
13 court or forum. However, the Parties agree and acknowledge that changes by the Court to the form of
14 Class Notice and the manner administration of the Settlement shall not be considered “material” for
15 purposes of this paragraph.

16 **2. Different Facts.**

17 The Parties hereto, and each of them, acknowledge that, except for matters expressly represented
18 herein, the facts in relation to the dispute and all claims released by the terms of this Stipulation may
19 turn out to be other than or different from the facts now known by each party and/or its counsel, or
20 believed by such party or counsel to be true, and each party therefore expressly assumes the risk of the
21 existence of different or presently unknown facts, and agrees that this Stipulation shall be in all respects
22 effective and binding despite such difference.

23 **3. No Prior Assignments.**

24 The Parties represent, covenant, and warrant that they have not directly or indirectly assigned,
25 transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any
26 portion of any liability, claim, demand, action, cause of action, or right herein released and discharged
27 except as set forth herein.

1 **4. Non-Admission.**

2 Nothing in this Stipulation shall be construed as or deemed to be an admission by any Party of
3 any liability, culpability, negligence, or wrongdoing toward any other Party, or any other person, and the
4 Parties specifically disclaim any liability, culpability, negligence, or wrongdoing toward each other or
5 any other person. Each of the Parties has entered into this Stipulation with the intention to avoid further
6 disputes and litigation with the attendant inconvenience, expenses, and contingencies. Nothing herein
7 shall constitute any admission by Defendant of wrongdoing or liability, or of the truth of any factual
8 allegations in the Action. Nothing herein shall constitute any admission by Named Plaintiffs regarding
9 the merits of the Claims in this Action, including but not limited to claims for unpaid wages under
10 California law. Nothing herein shall constitute an admission by Defendant that the Action was properly
11 brought as a class or representative action other than for settlement purposes. To the contrary, Defendant
12 has denied and continues to deny each and every material factual allegation and all Claims. To this end,
13 the Settlement of the Action, the negotiation and execution of this Stipulation, and all acts performed or
14 documents executed pursuant to or in furtherance of this Stipulation or the Settlement are not, shall not
15 be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the
16 part of Defendant or of the truth of any of the factual allegations in the Complaint in the Action; and are
17 not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or
18 omission on the part of Defendant in any civil, criminal, or administrative proceeding in any court,
19 administrative agency, or other tribunal.

20 **5. Mass Communications.**

21 Named Plaintiffs and Defendant, and their respective counsel, recognize and accept that the
22 Parties to this Stipulation desire that the terms of this Stipulation, the fact of the Settlement embodied in
23 this Stipulation, the disposition of the Action, the Action, and all matters relating to the litigation of the
24 Action, including discovery proceedings therein, and evidence obtained during the course of the Action,
25 shall not be discussed with or presented to the general public via traditional or social media outlets or
26 press or advertised in any fashion other than as indicated in this Stipulation. Nothing in this Article XII,
27 Section 5 shall be construed to prevent Class Counsel and/or Named Plaintiffs from communicating with
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1 Class Members concerning any aspect of the Action or this Stipulation or from providing notice to the
2 Settlement Class of the pendency of the Settlement.

3 **6. Non-Retaliation.**

4 Defendant understands and acknowledges that it has a legal obligation not to retaliate against any
5 member of the Class who elects to participate in the Settlement or elects to opt out of the Settlement.
6 Defendant will refer any inquiries regarding this Settlement to the Settlement Administrator or Class
7 Counsel and will not encourage Class Members who are employees, directly or indirectly, to opt out or
8 object to the Settlement, or to otherwise refrain from cashing, depositing, or otherwise negotiating the
9 checks issued for Class Members' individual settlement share.

10 **7. Construction.**

11 The Parties hereto agree that the terms and conditions of this Stipulation are the result of lengthy,
12 intensive, arms-length negotiations between the Parties and that this Stipulation is not to be construed in
13 favor of or against any party by reason of the extent to which any party or its counsel participated in the
14 drafting of this Stipulation.

15 **8. Governing Law.**

16 This Stipulation is intended to and shall be governed by the laws of the State of California,
17 without regard to conflict of law principles, in all respects, including execution, interpretation,
18 performance, and enforcement.

19 **9. Notices.**

20 Except for Class Member notices required to be made by the Settlement Administrator, any and
21 all notices or other communications required or permitted under this Stipulation shall be in writing and
22 shall be sufficiently given if delivered in person to the party or their counsel by U.S. certified mail,
23 postage prepaid, e-mail, facsimile, or overnight delivery addressed to the address of the party appearing
24 in this Stipulation.

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1 **10. Captions and Interpretations.**

2 Section titles or captions contained herein are inserted as a matter of convenience and for
3 reference only and in no way define, limit, extend, or describe the scope of this Stipulation or any
4 provision thereof.

5 **11. Modification.**

6 This Stipulation may not be changed, altered, or modified, except in writing signed by the Parties
7 and approved by the Court. This Stipulation may not be discharged except by performance in
8 accordance with its terms or by a writing signed by the Parties.

9 **12. Integration Clause.**

10 This Stipulation contains the entire agreement between the Parties relating to the Settlement of
11 the Action and the transactions contemplated thereby, and all prior or contemporaneous agreements,
12 understandings, representations, and statements, whether oral or written, and whether by a party or such
13 party's legal counsel, are hereby superseded. No rights under this Stipulation may be waived except in
14 writing.

15 **13. Successors and Assigns.**

16 This Stipulation shall be binding upon and inure to the benefit of the Settling Parties (excluding
17 only persons who submitted timely Opt-Out Requests and failed to rescind their Opt-Out Requests) and
18 their respective present and former heirs, trustees, executors, administrators, representatives, officers,
19 directors, shareholders, agents, employees, insurers, attorneys, accountants, auditors, advisors,
20 consultants, pension and welfare benefit plans, fiduciaries, parent companies, subsidiaries, affiliates,
21 related companies, joint ventures, predecessors, successors, and assigns.

22 **14. Corporate Signatories.**

23 Any person executing this Stipulation or any such related document on behalf of a corporate
24 signatory hereby warrants and promises, for the benefit of all Parties hereto, that such person has been
25 duly authorized by such corporation to execute this Stipulation or any such related document.

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1 **15. Execution in Counterparts.**

2 This Stipulation shall become effective upon its execution by all of the undersigned. The Parties
3 and their counsel may execute this Stipulation in counterparts, and execution of counterparts shall have
4 the same force and effect as if all Parties had signed the same instrument.

5 **16. Attorneys' Fees, Costs, and Expenses.**

6 Except as otherwise specifically provided for herein, each party shall bear his, her, or its own
7 attorneys' fees, costs and expenses, taxable or otherwise, incurred by them in or arising out of the Action
8 and shall not seek reimbursement thereof from any other party to this Stipulation.

9 **17. Action to Enforce Agreement.**

10 In any suit or court action to enforce the terms of this Agreement, the prevailing party shall be
11 entitled to recover attorneys' fees and costs.

12 **18. Sealing of Court Record.**

13 Class Counsel and Named Plaintiffs will not oppose a motion or petition to the Court by
14 Defendant to seal all records of the Action.

15 **IN WITNESS WHEREOF**, the Parties and their counsel have executed this Stipulation on the
16 date below their signatures or the signature of their representatives. The date of the Stipulation shall be
17 the date of the latest signature.

18
19
20 Dated: _____

Julian Smothers

21
22 Dated: 4-9-19 _____

Asa Dhadha

23
24
25
26
27
28 **First Amended Joint Stipulation of Class Action Settlement and Release**

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18
19
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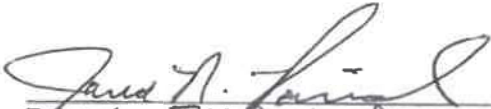
Julian Smothers

21
22
23 Dated: _____

Asa Dhadda

NORTHSTAR ALARM SERVICES, LLC.

Dated: April 9, 2019


Printed: JARED N. PARRISH
Title: GENERAL COUNSEL / CHIEF COMPLIANCE OFFICER

APPROVED AS TO FORM AND CONTENT:

SUTTON HAGUE LAW CORPORATION, P.C.

Dated: 4/9/2019



S. Brett Sutton
Attorneys for Named Plaintiffs and the
Settlement Class

MITCHELL BARLOW & MANSFIELD P.C.

Dated: April 9, 2019



Andrew Collins
Attorneys for Defendant