

According to the records of Northstar Alarm Services, LLC (“Defendant”) you were employed as an Alarm Installation Technician or Lead Installation Technician by Defendant at a time between February 3, 2013, and December 31, 2017.

Your estimated individual settlement amount from the settlement described below is \$<EstSet>.

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

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

Plaintiffs,

vs.

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

Defendants.

**CASE NO. 2:17-CV-00548-KJM-KJN**

**NOTICE OF CLASS ACTION  
SETTLEMENT**

**The United States District Court for the Eastern District of California (“the Court”) authorized this Notice of Class Action Settlement (“Notice”). This is not a solicitation from a lawyer. The Court has preliminarily approved a settlement of this lawsuit. If you were employed by Northstar Alarm Services, LLC and performed work in California as an Alarm Installation Technician and/or Lead Installation Technician at any time from February 3, 2013, and December 31, 2017, you should read this Notice carefully because it will affect your rights.**

**CLASS SETTLEMENT OVERVIEW**

Recently, the Plaintiffs and Defendant in the above mentioned lawsuit reached an agreement on the terms of a class action settlement between Northstar Alarm Services, LLC (“Northstar”) and all Alarm Installation Technicians and Lead Installation Technicians who performed work for Northstar at any time from February 3, 2013, to December 31, 2017. Generally, the lawsuit alleges that Northstar violated the rights of its Alarm Installation Technicians and Lead Installation Technicians in terms of their pay, breaks, and reimbursements. Northstar denies these allegations in full.

The currently proposed class action settlement seeks to resolve alleged violations under both: 1) United States federal law; and 2) California State law. As a result, the settlement is split between two separate groups—a federal settlement group called the “FLSA Group” and a California settlement group called the “California Class.” The payments for each group, however, will be handled separately. You are receiving this notice because you are a member of the California Class. For that reason, please carefully review this notice, which describes your legal rights and options in this settlement. If you are also a member of the FLSA Group, you will receive a separate notice describing your rights and options for participating in that part of the settlement.

**“CALIFORNIA CLASS” SETTLEMENT: YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

OPTIONS	LEGAL RIGHTS RESULTING FROM OPTION
<p><b><u>OPTION 1:</u></b> DO NOTHING. PARTICIPATE IN THE SETTLEMENT AND RECEIVE A PAYMENT.</p>	<p>If you want to participate in the settlement and receive your settlement payment, you do not need to do anything. If the court grants final approval to the settlement, you will automatically receive a payment and you will release certain claims against Defendant under California law.</p>
<p><b><u>OPTION 2:</u></b> EXCLUDE YOURSELF FROM THE CLASS. DO NOT PARTICIPATE IN THE SETTLEMENT AND DO NOT RECEIVE A PAYMENT.</p>	<p>If you do NOT want to participate in the California Class settlement and receive a payment, you must submit a written request to exclude yourself from the Settlement postmarked no later than November 18, 2019 as explained below. If you timely submit a valid opt-out request, you will NOT release your claims against Defendant under California law. A copy of a written request may be downloaded from the Settlement website at <a href="http://www.phoenixclassaction.com/smothers-v-northstar-alarm-services-llc/">http://www.phoenixclassaction.com/smothers-v-northstar-alarm-services-llc/</a>.</p>
<p><b><u>OPTION 3:</u></b> OBJECT.</p>	<p>If you disagree with the proposed settlement, you may submit a written objection or explain your objection at the Court’s final fairness and approval hearing. If the Court agrees with your objection, the parties can choose to withdraw the settlement or change its terms. If the Court rejects your objection, you will still be entitled to participate in the settlement unless you have excluded yourself by opting out of the Settlement as explained below.</p>

These rights and options—and the deadlines to exercise them—are explained in this Notice.

\* \* \*

**BASIC INFORMATION**

1. Why did I receive this Notice?

You received this Notice because Defendant’s records show that you were employed by Defendant as an Alarm Installation Technician and/or Lead Installation Technician and you performed work for Defendant in California during all or part of a time between February 3, 2013, and December 31, 2017. This Notice explains that the Court has granted preliminary approval of a proposed settlement of a class action lawsuit that may affect you. You have legal rights and options that you may exercise before the Court decides whether to grant final approval of the proposed settlement.

2. What is this lawsuit about?

**Plaintiffs Julian Smothers and Asa Dhadda (“Plaintiffs”) sued Defendant on behalf of themselves and other Alarm Installation Technicians and/or Lead Installation Technicians in California and the United States (“Action”). Plaintiffs assert that Defendant owes Plaintiffs and other Alarm Installation Technicians and/or Lead Installation Technicians additional compensation for meal and rest periods, off the clock work, overtime hours worked, and unreimbursed business expenses, as well as penalties for inaccurate itemized wage statements, waiting time penalties and related other penalties. Plaintiffs seek damages for lost wages, interest, and penalties. They also seek attorneys’ fees and expenses. Defendant strongly denies plaintiffs’ allegations and admits no wrongdoing. To avoid the costs of litigation, however, the parties have agreed to settle this matter.**

3. What is a class action and who is involved?

The Parties agreed to treat this case as a class action for purposes of settlement only. In a class action, one or more persons, in this case Julian Smothers and Asa Dhadda, file a lawsuit on behalf of people who have similar claims. These people together are called “Settlement Class Members.” The company sued is called the Defendant, in this case, Northstar Alarm Services, LLC. Settlement Class Members and Defendants are sometimes referred to in this Notice as the “Parties.”

In this case, there are two separate settlement groups: 1) those who performed work for Defendant in California and allege claims under California law (the “California Class”); and 2) those who performed work for Defendant anywhere in the United States (the “FLSA Group”). Defendant’s records show that you worked in California during the applicable time period, and that you are a potential member of the California Class. If you are also part of the FLSA Group, you will receive a separate notice detailing your rights and options for participating in that part of the Settlement.

In a class action, one court resolves the issues for everyone in the class, except for those people who decide to exclude themselves from the class. The California Class Members who do not send a request for exclusion postmarked no later than November 18, 2019 as explained below in the section entitled “Excluding Yourself From The Settlement” are called “Participating Class Members.”

In this case, the Parties have decided to settle the case. The Court has made a preliminary determination that the proposed settlement appears fair, adequate, and reasonable. The Court will decide whether to finally approve the proposed settlement after the Settlement Class Members are given a chance to exclude themselves from or object to the proposed settlement.

4. Is there any money available now?

No money or benefits are available right now. If the Court gives final approval to the settlement, then you will automatically be sent your portion of the settlement once the Court’s order becomes final unless you exclude yourself from the settlement.

5. I want to receive my share of the settlement. What do I do?

**To receive your share of the Settlement, you do not need to do anything. You will automatically receive your share of the California Class portion of the Settlement as long as you do not affirmatively request to be excluded from the California Class portion of the Settlement before November 18, 2019.**

\* \* \*

**THE SETTLEMENT BENEFITS-WHAT YOU RECEIVE**

1. What does the settlement provide?

The proposed settlement requires Defendant to pay a Gross Settlement Amount of up to \$1,800,000. That amount is split between the two settlement groups with \$800,000 going to the California Class and up to \$1,000,000 going to the FLSA Group. The Gross Settlement Amount includes payments for attorneys’ fees (up to \$450,000) and costs (up to \$20,000), an incentive award for each Plaintiff (up to \$10,000 each), Administrative Expenses (up to \$50,000), and a payment to the California Labor and Workforce Development Agency (up to \$50,000). The amount remaining after these payments will be distributed to the California Class (“Net Settlement Amount”).

If you do not timely exclude yourself from the California Class, you will receive a check for your individual share of the Net Settlement Amount allocated to the California Class.

2. What can I get from the settlement?

The amount of your share of the Net Settlement Amount is calculated on a pro rata basis as follows:

Defendant will divide the portion of the Net Settlement Amount allocated to the California Class by 1,275—the total number of workweeks worked by all members of that class—to determine the “pay period rate” for the California Class. Each member who chooses to participate in the California Class will then be paid an Individual Settlement Amount equal to the number of their pay periods worked between February 3, 2013, and December 31, 2017, multiplied by the “pay period rate” for the California Class.

3. Will taxes be withheld from my settlement payment?

Your Individual Settlement Amount will include a wage portion (representing unpaid wages), and a non-wage portion (representing penalties, interest, and other consideration). Using each class member’s last-reported withholding status,

Defendant will deduct the state and federal withholding taxes and other applicable payroll deductions owed as a result of the settlement payment from the wage portion of each member's settlement. The amount remaining after these deductions is the "Net Wage Component." The Net Wage Component, combined with the non-wage portion of the Individual Settlement Amount, is the class member's "Net Payment." The wage portion of the Settlement Class Member's Individual Settlement Amount will be reported to the appropriate taxing authorities on an IRS Form W-2 or similar form. The non-wage portion of the Settlement Class Member's Individual Settlement Amount will be reported to the appropriate taxing authorities on an IRS Form 1099 or similar form. Other than the withholding and reporting requirements specifically set forth above, Settlement Class Members are solely responsible for all taxes due on payments made pursuant to the settlement.

**4. What am I giving up if I stay in the class?**

If you choose to participate in the California Class, you will be bound by any judgment entered in this Action and will not be allowed to sue the Defendant for any claims occurring between February 3, 2013, and December 31, 2017, that arise from, relate to, or are based on any and all claims alleged in the Action. It also means that you will be bound by the following Release:

All Participating Class Members shall release any and all claims, demands, rights, debts, obligations, costs, expenses, wages, liquidated damages, statutory damages, penalties (including civil and statutory), liabilities, and/or causes of action of any nature and description whatsoever, whether known or unknown, at law or in equity, whether under federal, state, or local law (including without limitation any statute, ordinance, regulation, common law, constitution, or other source of law), which were asserted in the Action or could have been asserted against the Released Parties arising out of the facts and circumstances alleged in the Complaint. Released Claims include, without limitation, any and all claims for wages, overtime, damages, costs, penalties, liquidated damages, punitive damages, interest, attorney fees, litigation costs, restitution, injunctive relief, equitable relief, or other relief based on alleged violation of the California Labor Code; of California Business & Professions Code Section 17200 et seq. ("Section 17200") based on the California Labor Code; of the wage orders of the California Industrial Welfare Commission; or of the Fair Labor Standards Act. Released Claims include, without limitation, claims alleging the failure to provide timely, off-duty meal breaks and/or rest breaks; the failure to promptly pay all wages due and owing at the time of the employee's separation from employment; the failure to provide accurate itemized wage statements; the failure to keep accurate payroll records; the failure to pay any regular, overtime, or other wages; or the failure to pay California or federal minimum wage. Released Claims include, without limitation, claims for interest, attorney fees, or litigation costs arising from prosecution of any Released Claims, and any and all alleged violations of California Labor Code provisions giving rise to PAGA penalties. Released Claims include, without limitation, any Fair Labor Standards Act ("FLSA") claims of any Settlement Class Member that arises from or is based on allegations that were or could have been asserted in the Action. It is understood and agreed that the Settlement will not release any person, party or entity from claims, if any, by Settlement Class Members for workers compensation, unemployment, wrongful termination, or disability benefits of any nature. Note that you will only release your claims under federal law (i.e. FLSA claims) if you separately send in an opt-in form that you will receive in a separate mailing. If you do not send in an opt-in form, and you do not request to be excluded from the California Class, you will only release your claims arising under California law.

\* \* \*

**HOW YOU STAY IN THE CLASS AND RECEIVE A PAYMENT**

**1. How can I receive a payment?**

**If this Notice was sent to you at your current address, you do not need to do anything further to receive payment. If this Notice was forwarded by the postal service, or if it was otherwise sent to you at an address that is not current, or if you have changed your address, then you should immediately notify the Claims Administrator in writing stating your name and past and current addresses.**

The Claims Administrator's address is:

By U.S. Mail:

Smothers v. Northstar Alarm Services, LLC  
c/o Phoenix Settlement Administrators  
PO Box 7208  
Orange, CA 92863

**Otherwise, you do not need to do anything to receive a payment for the California Class so long as you do not exclude yourself from the Class by sending a request to opt-out of the California Class settlement postmarked no later than November 18, 2019.**

2. What if I get my payment and don't cash it?

If you receive the payments described in this Notice and you do not cash your check, you will still be bound by the terms of the settlement as they relate to the California Class and you will release all claims released under the settlement. You must cash your check within 75 days after it is mailed by the Settlement Administrator (plus a 30 day grace period as provided in the Settlement). Uncashed settlement funds will be sent to the California State Controller's Unclaimed Property Fund.

3. What happens if I do nothing at all?

If you do nothing at all (i.e. do NOT timely submit a written request to opt-out of the Settlement postmarked no later than November 18, 2019) then you will receive your Individual Settlement Share for the California Class portion of the Settlement. You will be bound by the terms of the settlement as they relate to the California Class and you will have released your claims under California law against Defendant.

For further information, or if you have any questions or concerns about this process, you can speak with Class Counsel in this case identified on page 7 under the heading "How do I contact Class Counsel to obtain additional information?"

\* \* \*

**EXCLUDING YOURSELF FROM THE CLASS AND SETTLEMENT**

If you want to retain the right to pursue claims related to this case against Defendant and/or you do NOT want a payment from this settlement, then you must exclude yourself. Excluding yourself is also referred to as "opting out." If you exclude yourself, you will not receive money from this settlement.

1. How do I request to be excluded from the settlement?

To be excluded from the California Class portion of the settlement, you must submit a written opt-out request to the Administrator at the following address:

By U.S. Mail:

Smothers v. Northstar Alarm Services, LLC  
c/o Phoenix Settlement Administrators  
PO Box 7208  
Orange, CA 92863

Your opt-out request must be **postmarked no later than November 18, 2019**. The request must contain the following information: 1) Your intention to be excluded from the California Class Settlement, 2) Your name, address, telephone number and the last four digits of your Social Security number, and 3) Your signature. You may either send a letter containing the necessary opt-out information or download, complete, and send an opt-out form provided on the class website at <http://www.phoenixclassaction.com/smothers-v-northstar-alarm-services-llc/>. If this written opt-out request is postmarked no later than **November 18, 2019**, you will be considered excluded or opted-out of the California Class. As a result, you will not be entitled to any part of the settlement payments made to the members of this class. You will also not release your claims under California law against Defendant. Please be advised that any part of your Social Security number on any document will be redacted before it is filed with the Court or becomes part of the public docket in this case. Your Social Security number will remain private.

2. If I do not exclude myself, can I sue Defendant for the same claims later?

No. If you decide to participate in the California Class, you will be bound by all terms of the settlement and any final judgment entered in the Action if the settlement is approved by the Court. The settlement and final judgment will include a full release of claims in this Action, which will prevent you from suing Defendant or any related persons or entities for the claims released by the settlement. You may review the full release of claims in the section "What am I giving up if I stay in the class?" on page 4. If you have a pending lawsuit, speak to your lawyer in that case immediately.

3. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you are asking not to be included in the settlement.

\* \* \*

## THE LAWYERS REPRESENTING YOU

1. Do I have a lawyer in this case?

The Court has appointed **Sutton Hague Law Corporation, P.C.** as Class Counsel to represent you and all Settlement Class Members. You do not need to hire your own lawyer because Class Counsel is working on behalf of all class members. But, if you want to hire your own lawyer, you may do so at your own expense. For example, you can hire your own legal counsel to appear in Court for you if you want someone other than Class Counsel to speak for you. Class Counsel's contact information is provided on page 7.

2. How will the lawyers and plaintiff be paid?

The amount of attorneys' fees and costs awarded to the Class Counsel will be subject to the Court's discretion. You will not have to pay these fees and costs separately. Class Counsel will request that the Court approve an award of attorneys' fees in an amount not to exceed \$450,000 and litigation costs of up to \$20,000. Class Counsel will also request that each of the Plaintiffs receive an additional amount called an "Incentive Award." The amount of the Incentive Award will be subject to the Court's discretion, but will not exceed \$10,000 each. The attorneys' fees and costs and the incentive award will be paid out of and deducted from the Gross Settlement Amount.

You may view the motion for attorneys' fees and costs and incentive award on the class website at <http://www.phoenixclassaction.com/smothers-v-northstar-alarm-services-llc/> and you may object to that motion at the final fairness hearing.

\* \* \*

## OBJECTING TO THE SETTLEMENT

1. How do I object?

If you think that the proposed settlement is unfair, inadequate, or unreasonable, you can object to the proposed settlement. If you object, and if the Court approves the proposed settlement, then you will still receive a share of the settlement money, and you will be bound by the terms of the release as set forth above.

If you want to object to any part of the settlement, you may file a written objection with the Court or you may attend and speak at the Final Fairness and Approval Hearing. The Court will consider all objections in deciding whether to approve the settlement.

Any written objections must reference the case name and number (*Julian Smothers v. Northstar Alarm Services, LLC.*, Case No. 2:17-CV-00548-KJM-KJN), explain the basis for the objection, and be signed by the objecting class member. Written objections must be filed with the Clerk of Court no later than November 18, 2019 at: Robert T. Matsui United States Courthouse, 501 I Street, Sacramento, CA 95814, Courtroom 3.

2. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you cannot object.

\* \* \*

## THE COURT'S FINAL FAIRNESS AND APPROVAL HEARING

The Court will hold a hearing, the Honorable Kimberly J. Mueller presiding, on December 6, 2019, at 10:00 a.m. at the Robert T. Matsui United States Courthouse, 501 I Street, Sacramento, CA 95814, Courtroom 3 to determine whether (1) the proposed settlement is fair, adequate, reasonable, and (2) whether the applications for attorneys' fees, costs, and the Plaintiffs' incentive awards should be approved. The Court will consider any objections to the settlement at this hearing. If the Court approves the settlement, it will enter an order granting final approval of the settlement. At the hearing, Class Counsel will speak on behalf of class members and answer any questions Judge Mueller might have.

You are not required to attend the Final Fairness and Approval Hearing, but you or your lawyer may attend if you so choose. If you are a participating class member and you wish to speak or have your lawyer speak for you, you may do so. Please visit <http://www.caed.uscourts.gov/caednew/> and select the court calendar for Judge Mueller to see whether the Final Fairness and Approval Hearing will be held on December 6, 2019 or has been rescheduled to a new hearing date.

\* \* \*

## GETTING MORE INFORMATION

1. Are there more details about the settlement?

This Notice only summarizes the proposed settlement. However, if you visit this website <http://www.phoenixclassaction.com/smothers-v-northstar-alarm-services-llc/>, you will be able to view copies of some of the documents that were filed in this case, including a full copy of the Settlement and all of the papers filed by the Parties for approval of the Settlement. You may also go to the Court and review the records that were filed in this case, which may be inspected at the office of the Clerk of Court located at 501 I Street, Sacramento, CA 95814, during regular business hours of each Court day. Or, you may contact Class Counsel, whose contact information is provided above.

2. Can I read a copy of the settlement agreement?

Yes. A copy of the Settlement is available to review at <http://www.phoenixclassaction.com/smothers-v-northstar-alarm-services-llc/>.

3. If the settlement agreement is approved at the final fairness hearing, where can I review a copy of the Court's order and judgment?

If the Court grants final approval to the Settlement and enters judgment in accordance with the Settlement, you will be able to view a copy of the final approval order and judgment at <http://www.phoenixclassaction.com/smothers-v-northstar-alarm-services-llc/>.

4. How do I contact Class Counsel to obtain additional information?

All questions regarding this Notice and/or the settlement should be directed to your Class Counsel at:

**CLASS COUNSEL:**

S. Brett Sutton, Esq.  
Jared Hague, Esq.  
SUTTON HAGUE LAW CORPORATION, P.C  
5200 N. Palm, Suite 203  
Fresno, California 93704  
Tel: (559) 325-0500  
Fax: (559) 981-1217

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.**