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as individuals and on behalf of all similarly situated employees

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT
SPRING STREET COURTHOUSE

ROBYN JAMES and TIFFANY BELLE,
as individuals and on behalf of all similarly
situated employees,

Plaintiffs,

v.

AMERICAN CORPORATE SECURITY,
INC., a California corporation, and DOES 1
through 50, inclusive,

Defendants.

Case No.: BC525388

CLASS ACTION

**JOINT STIPULATION OF SETTLEMENT
AND RELEASE OF CLAIMS**

Assigned for All Purposes to:
Hon. Carolyn B. Kuhl, Dept: SS12

Complaint Filed: October 23, 2013

This Joint Stipulation of Class Action Settlement and Release of Claims ("Stipulation") is made and entered into between Plaintiffs ROBYN JAMES and TIFFANY BELLE, as individuals and as representatives of the Class, and Defendant AMERICAN CORPORATE SECURITY ("ACS") who are parties to the above-captioned litigation.

It is hereby stipulated and agreed, by and between the undersigned Parties, subject to approval of the Court, that the settlement of this action shall be effectuated upon and subject to the following terms and conditions:

I. DEFINITIONS

The following capitalized terms, when used in this Joint Stipulation of Settlement and Release, shall have the following meanings:

1. "Action" or "Instant Action" or "Lawsuit" means the above stated action, styled as *Robyn James and Tiffany Belle v American Corporate Security*, County of Los Angeles, Case No. BC525388.

2. "Claim Submission Period" means the time period commencing on the date Claim Forms are mailed by first class U.S. mail to Class Members and ending sixty (60) days later, unless the 60th day falls on a Sunday or federal holiday, in which case the time period will be extended to the next day on which the U.S. Postal Service is open.

3. "Claimant" means any Class Member who: (1) has not opted out of this Settlement, and (2) has submitted a valid Claim Form within the Claim Submission Period.

4. "Class Action Administrator" means Phoenix Class Action Administrators whom the parties have selected to administer this Settlement.

5. "Class Action Administration Costs" mean the fees and expenses reasonably and necessarily incurred by the Class Action Administrator as a result of performing the settlement administration procedures and functions expressly required in this Agreement and shall include all costs of administering the Settlement, including, but not limited to, all tax document preparation, custodial fees, and accounting fees incurred by the Class Action Administrator; all costs and fees associated with preparing, issuing, and mailing any and all notices and other correspondence to Settlement Class Members; all costs and fees associated with computing,

1 processing, reviewing, and paying the Qualified Settlement Class Member Settlement Amount,
2 and resolving disputed claims; all costs and fees associated with calculating tax withholdings and
3 payroll taxes and making related payment to federal state tax authorities and issuing tax forms
4 relating to payments made under the Settlement; all fees and costs associated with any other
5 payments to be made out of or into the Qualified Settlement Fund; all costs and fees associated
6 with preparing any tax returns and any other filings required by any governmental taxing authority
7 or agency; all costs and fees associated with preparing any other notices, reports, or filings to be
8 prepared in the course of administering disbursements from the Qualified Settlement Fund; and
9 any other costs and fees incurred and/or charged by the Class Action Administrator in connection
10 with the execution of its duties under this Agreement.

11 6. "Class" and "Settlement Class" mean all current and former non-exempt, non-
12 event staff security guard employees employed by Defendant ACS in California on or after
13 October 23, 2012 through December 31, 2018, who worked for Defendant more than one (1)
14 workweek during the Class Period.

15 7. "Class Counsel" shall mean the law firm of Mahoney Law Group, APC.

16 8. "Class Period" shall mean October 23, 2012 through December 31, 2018.

17 9. "Class Representatives" or "Plaintiffs" are Robyn James and Tiffany Belle.

18 10. "Class Representatives Released Claims" shall be all claims or causes of action of
19 any type whatsoever, whether known or unknown, arising out of or related to Plaintiff's Robyn
20 James and Tiffany Belle's employment with American Corporate Security, Inc., including, but
21 not limited to, any and all claims for wrongful discharge of employment; termination in violation
22 of public policy; discrimination; harassment; retaliation; failure to provide reasonable
23 accommodation; failure to engage in a good faith interactive process; breach of contract, both
24 express and implied; breach of covenant of good faith and fair dealing, both express and implied;
25 promissory estoppel; negligent or intentional infliction of emotional distress; fraud, negligent or
26 intentional misrepresentation; negligent or intentional interference with contract or prospective
27 economic advantage; unfair business practices; defamation; libel; slander; negligence; personal
28 injury; assault; battery; invasion of privacy; false imprisonment; conversion; and disability

1 benefits; any and all claims for violation of any federal, state, or municipal statute, including, but
2 not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the
3 Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Equal Pay Act; the
4 Fair Labor Standards Act, except as prohibited by law; the Fair Credit Reporting Act; the
5 Employee Retirement Income Security Act of 1974; the Worker Adjustment and Retraining
6 Notification Act; the Family and Medical Leave Act, except as prohibited by law; the Sarbanes-
7 Oxley Act of 2002; the California Family Rights Act; the California Labor Code; the California
8 Industrial Welfare Commission Wage Orders; the California Business & Professions Code; and
9 the California Fair Employment and Housing Act; any and all claims for violation of the federal,
10 or any state, constitution; any and all claims arising out of any other laws and regulations relating
11 to employment or employment discrimination, harassment or retaliation; any and all claims for
12 monetary recovery and personal or individual relief, except as prohibited by law. With regard to
13 the Class Representatives Released Claims, Plaintiff expressly waives all rights under California
14 Civil Code section 1542, which states: "A general release does not extend to claims which the
15 creditor does not know about or suspect to exist in his or her favor at the time of executing the
16 release, which if known by him or her must have materially affected his or her settlement with
17 the debtor."

18 11. "Court" shall mean the Superior Court of California for the County of Los
19 Angeles.

20 12. "Date of Preliminary Approval" means the date the Court enters an Order
21 approving this Stipulation of Settlement, and setting a hearing for Final Approval of the
22 Settlement, including approval of attorneys' fees and costs.

23 13. "Date of Final Approval" means the date on which the Court enters a final
24 judgment in this matter approving the terms and conditions of this Stipulation of Settlement,
25 including attorneys' fees and costs, Plaintiff's Service Enhancement Payment, and PAGA
26 payment.

27 14. "Defendant" or "ACS" shall mean American Corporate Security, Inc. including its
28 past and present divisions, affiliates, affiliated entities, related entities, parents, subsidiaries,

1 predecessors, successors, assigns, and their respective shareholders, owners, officers, directors,
2 employees, agents, trustees, attorneys, insurers, representatives, administrators, fiduciaries,
3 beneficiaries, subrogees, executors, partners, and privies.

4 15. "Deficient Opt Out Form" means an Opt-Out Form that is not signed by the
5 Settlement Class Member submitting the Opt-Out Form or cannot be verified by the Class Action
6 Administrator as being an authentic submission by the Settlement Class Member.

7 16. "Defendant's Counsel" means The Douglas Law Group.

8 17. "Effective Date" of this Stipulation means the first business day upon which the
9 later of the following have occurred:

- 10 1. The date of Final Approval if Settlement Class Members have not filed
11 objections, or if they have filed objections, which have been withdrawn; or
- 12 2. If Settlement Class Members have filed objections that have not been
13 withdrawn, either (1) the time to appeal the Court's entry of Final
14 Judgment has expired and there has been no appeal; or (2) The court of last
15 resort to which any appeal is taken has affirmed its entry of Final Judgment
16 in its entirety or the Settlement Class Member has presented a petition for
17 review and the affirmance is no longer subject to further appeal or review.

18 18. "Complaint" shall mean the operative Second Amended Complaint in the above
19 stated Action filed on or about July 10, 2015.

20 19. "LWDA" means the California Labor and Workforce Development Agency.

21 20. "Maximum Settlement Amount" is the sum of four hundred fifty thousand U.S.
22 dollars (\$450,000), which represents the maximum amount payable in this Settlement by
23 Defendant, which includes all payments to be made to Settlement Class Members, attorneys' fees
24 approved by the Court, costs approved by the Court, Settlement Class Members' share of payroll
25 taxes that Defendant is required to withhold as a matter of law, Plaintiff's Service Enhancement
26 Payment, any payments made to the LWDA under PAGA ("PAGA Payment"), and Class Action
27 Administration Costs.

28 21. "Net Settlement Amount" is the portion of the Maximum Settlement Amount

1 eligible for distribution to Qualified Settlement Class Members. This is the Maximum Settlement
2 Amount minus actual attorneys' fees, costs, Plaintiff's actual Service Enhancement Payments,
3 the PAGA Payment, and actual Class Action Administration Costs.

4 22. "Notice Packet" shall mean the Class Notice, Claim Form and Opt-Out Form,
5 substantially in the forms attached as Exhibits A, B and C, respectively.

6 23. "Opt-Out Period" shall mean a period of sixty (60) calendar days from the date the
7 Class Action Administrator mails the Settlement Documents to Settlement Class Members. If the
8 forty-fifth day falls on a Sunday or holiday, the Opt Out Period shall end on the next business day
9 that is not a Sunday or holiday.

10 24. "PAGA" shall mean the California Labor Code Private Attorneys General Act of
11 2004 (as amended), California Labor Code sections 2698 *et seq.*

12 25. "Parties" shall mean Defendant and Plaintiffs.

13 26. "Party" shall mean either Plaintiffs or Defendant.

14 27. "Qualified Settlement Fund" shall mean the Qualified Settlement Fund established
15 by the Class Action Administrator for the benefit of the Settlement Class Members.

16 28. "Qualified Settlement Class Member" means a Settlement Class Member who has
17 not timely and correctly submitted the Opt-Out Form to the Class Action Administrator.

18 29. "Settlement Class Member Released Claims" shall be the following claims, which
19 are being released for the time period October 23, 2012 through December 31, 2018: all claims
20 against Defendant that have been asserted in the operative complaint, or which could have been
21 asserted in the operative complaint based on the same facts and circumstances as alleged in the
22 operative complaint including, failure to pay wages (regular, overtime, and inclusive of tips), the
23 failure to pay wages upon termination, failure to timely pay wages during employment, the failure
24 to provide meal periods, the failure to provide rest breaks, the failure to maintain or provide
25 accurate itemized wage statements, the failure to maintain records, unlawful deduction of wages,
26 failure to reimburse business expenditures, Business and Professions Code sections 17200 *et seq.*,
27 liquidated damages, waiting-time penalties, and penalties under the Labor Code Private Attorneys
28 General Act of 2004 during the time in which they worked for Defendant. This release will be as

1 to the released Parties which shall mean Defendant, including its past and present divisions,
2 affiliates, affiliated entities, related entities, parents, subsidiaries, predecessors, successors,
3 assigns, and their respective shareholders, owners, officers, directors, employees, agents, trustees,
4 attorneys, insurers, representatives, administrators, fiduciaries, beneficiaries, subrogees,
5 executors, partners, and privies, (collectively the "Released Parties" and each a "Released Party"
6 or "Releasee").

7 30. "Settlement Class Member Settlement Amount" or "Qualified Settlement Class
8 Member Settlement Payment" means the total, gross amount due to a Qualified Settlement Class
9 Member, which shall be calculated pursuant to the terms of this Agreement.

10 31. "Qualifying Pay Periods" means the number of weeks or partial weeks during the
11 Class Period during which a Settlement Class Member was employed by Defendant in California.
12 Qualifying Pay Periods will be calculated by the Class Action Administrator based on information
13 regarding the Settlement Class Member's length of employment within the relevant time period
14 provided by Defendant.

15 32. "Settlement Class Member" means each person eligible to participate in this
16 Settlement who is a member of the Class defined above and who submits a valid and timely Claim
17 Form.

18 33. "Stipulation of Settlement," "Stipulation," "Settlement Agreement," "Settlement"
19 and "Agreement" each shall mean this Joint Stipulation of Settlement and Release

20 **II. DESCRIPTION OF THE LITIGATION**

21 34. On October 23, 2013, Plaintiffs Robyn James and Tiffany Belle filed a class action
22 lawsuit against Defendant in the Superior Court for the State of California, in and for the County
23 of Los Angeles, case number BC525388. On July 7, 2014, Defendant brought a motion to strike
24 the class allegations asserting res judicata based on two previous actions where class certification
25 was denied: *Fluegel v. American Corporate Security*, LASC case number, BC402928 and
26 *Robinson v. American Corporate Security* USDC case number 08-cv-06777-GAF (PJWx). On
27 December 6, 2015, the Court granted Defendant's motion to strike the class allegations with the
28 exception of the claim for unreimbursed expenses and denied the motion as to Plaintiffs' PAGA

1 claims.

2 35. This Settlement includes a putative class of all hourly, non-exempt security guard
3 employees employed by Defendant in California on or after October 23, 2013 through the
4 December 31, 2018, excluding any security guard hired between July 1, 2018 and December 31,
5 2018, as they have signed agreements to arbitrate their disputes with Defendant.

6 **III. POSITIONS OF THE PARTIES**

7 36. The Parties conducted internal and informal investigations regarding the instant
8 matter. Both parties have conducted extensive written discovery pertaining to a wide range of
9 topics. Additionally, Plaintiffs were provided with the contact information for putative class
10 members through a *Bel Aire West* notice procedure. Plaintiffs took the deposition of Defendant's
11 Person Most Qualified ("PMQ") on key topics relating to Defendant's operations, policies and
12 practices. Plaintiffs also took the deposition of a number of randomly selected hourly employees
13 of Defendant. Additionally, Defendant took multiple day depositions of Plaintiffs. Pursuant to
14 discovery, Defendant produced copies of the time cards and wage statements for a randomly
15 selected sample of Settlement Class Members during the Class Period, which both Parties
16 reviewed. The discovery yielded valuable information to the Parties in terms of class certification
17 issues, ultimate liability, and the amount of damages in controversy.

18 37. Defendant denies Plaintiffs' claims. Defendant does not believe that any liability
19 to Plaintiffs or Settlement Class Members exists, or that Plaintiffs or Settlement Class Members
20 are entitled to any recovery. In addition, Defendant contends that Plaintiffs' claims are not
21 suitable for class or representative action treatment. Nothing in this Stipulation of Settlement shall
22 be construed to be or deemed an admission by Defendant of any liability, culpability, negligence,
23 or wrongdoing toward the Class Representatives, the Settlement Class Members, or any other
24 person, and Defendant specifically disclaims any liability, culpability, negligence, or wrongdoing
25 toward the Class Representatives, the Settlement Class Members, or any other person, and further
26 denies that class certification or representative action treatment is appropriate. Nothing in this
27 Settlement Agreement will be offered or used for the purpose of arguing or asserting this
28 settlement is an admission of liability by Defendant.

1 38. On April 17, 2017, the Parties participated in mediation with mediator Steven
2 Rottman. The matter did not resolve. On December 21, 2017, and again on June 21, 2018, the
3 Parties participated in two full-day mediations with mediator Michelle R. Reinglass, Esq. with
4 Judicate West in Santa Ana, California, ultimately resulting in a settlement for four hundred fifty
5 thousand dollars (\$450,000.00). All of the terms of the Parties' settlement are contained within
6 this Stipulation of Settlement. At all times, the Parties' settlement negotiations have been non-
7 collusive, adversarial, and at arm's length.

8 39 Discussions between counsel for the Parties, discovery, as well as the Parties'
9 investigation and evaluation of Plaintiff's claims, have permitted each side to assess the relative
10 merits of the claims and the defenses to those claims. The Parties agree that the above-described
11 investigation and evaluation, as well as the information exchanged during settlement negotiations
12 and mediation, are more than sufficient to assess the merits of the respective Parties' positions
13 and to compromise the issues on a fair and equitable basis. Based on their own independent
14 investigations and evaluations, Class Counsel is of the opinion that the consideration and terms
15 of the Settlement as set forth below, considering the representative and class claims, and the risk
16 of loss, are fair, reasonable, and adequate in light of all known facts and circumstances, and are
17 in the best interests of the Class. Class Counsel is also of the opinion that the total consideration
18 and payment set forth in this Stipulation of Settlement is adequate in light of the uncertainties
19 surrounding the risk of further litigation, financial condition of Defendant and the possible
20 defenses and offset claims that Defendant has asserted and could assert.

21 40. Defendant and its counsel have similarly concluded that it is desirable that the
22 Action be settled in a manner and upon such terms and conditions set forth herein in order to
23 avoid further expense, inconvenience, and distraction of further legal proceedings, and the risk of
24 the outcome of the Action. Therefore, Defendant has determined that it is desirable and beneficial
25 to finally and fully put to rest the claims in the Action.

26 **IV. OPERATIVE TERMS OF SETTLEMENT**

27 The Parties to this Action agree as follows:

28 41. Non-Admission: This Stipulation of Settlement and/or any related Court

1 documents or orders may not be cited or otherwise admitted as evidence of liability or that class
2 certification or representative action treatment is appropriate. There has been no final
3 determination by any court as to the merits of the claims asserted by Plaintiff against Defendant
4 or as to whether a class should be certified other than for settlement purposes only.

5 42. Conditional Certification of the Settlement Class: The Parties stipulate to the
6 conditional certification of the Settlement Class as defined herein for settlement purposes only.
7 As set forth in the provisions below, the certification for settlement purposes is void and all terms
8 of this Settlement are void if this Settlement is not approved by the Court. The Parties further
9 stipulate that, for settlement purposes only, the law firm of Mahoney Law Group APC may be
10 appointed as Class Counsel, and that Plaintiff's Robyn James and Tiffany Belle may be appointed
11 as the Class Representatives. Defendant's stipulation to this settlement class shall not be
12 construed as an admission or acknowledgement of wrongdoing of any kind or that any class
13 should be certified or given collective action treatment.

14 43. Payment Allocations from the Maximum Settlement Amount: Defendant shall pay
15 an amount not to exceed four hundred fifty thousand dollars (\$450,000.00) as the Maximum
16 Settlement Amount to resolve the Action on a class-wide basis. This is a non-reversionary
17 settlement. Under no circumstances will Defendant be obligated to pay any more than the
18 Maximum Settlement Amount of four hundred fifty thousand dollars (\$450,000.00), with the
19 exception of the employer's portion of any payroll taxes. The Parties agree to the following
20 allocations to be paid from the Maximum Settlement Amount, subject to Court approval:

- 21 1. From the Maximum Settlement Amount, Defendant will not oppose Plaintiff
22 counsel's application to the Court for up to 33 1/3% of the Maximum Settlement
23 Amount for attorneys' fees. Plaintiff's estimated requested attorneys' fees will be
24 subject to the approval of the Court.
- 25 2. From the Maximum Settlement Amount, Defendant will not oppose Plaintiff
26 counsel's application to the Court for reimbursement of actual litigation costs and
27 expenses, subject to the approval of the Court, currently \$140,255.93.
- 28 3. From the Maximum Settlement Amount, Defendant will not oppose Plaintiff's

counsel's application to the Court for a Service Enhancement Payment to the Class Representatives in the amount of fifteen thousand dollars (\$15,000.00) each with no withholdings and deductions, in consideration for their full release of all claims and for their efforts in instituting and participating in the Action. The amount of the Service Enhancement Payments will be subject to the approval of the Court.

4. Class Action Administration Costs will be paid to Phoenix Class Action Administration from the Maximum Settlement Amount and will be subject to the approval of the Court. The estimated cost for settlement administration is approximately \$7,000.00.

5. From the Maximum Settlement Amount, the portion to be allocated for settlement of any and all claims for penalties under the PAGA is two thousand five hundred dollars (\$2,500.00) 75% of which will be paid by the Class Action Administrator to the LWDA, 25% of which will remain in the Net Settlement Amount and will be subject to the approval of the Court.

6. The Net Settlement Amount ("NSA") shall be the Maximum Settlement Amount minus proposed attorneys' fees, costs, Plaintiffs' Service Enhancement Payment, actual Class Action Administration Costs, and the PAGA Payment. Settlement Class Members' share of payroll taxes that Defendant is required to withhold as a matter of law shall be taken out from the Net Settlement Amount. Defendant's employer share of the payroll taxes as required by law will be paid by Defendant outside of the Maximum Settlement Amount. Any Court-ordered reduction in the attorneys' fees, litigation costs, Service Enhancement Payment, PAGA payment, or Class Action Administration Costs shall be added to the Net Settlement Amount.

44. Tax Treatment: For tax purposes, Qualified Settlement Class Members shall be responsible for the proper payment of taxes on all Qualified Settlement Class Member Settlement Payments except that all employee deductions (including taxes on any payments attributable to wages) shall be deducted from any Qualified Settlement Class Members' Settlement Payments

hereunder as required by law. The Parties agree that the amount of monies attributable to wages shall be ten percent (10%) of any pay-out of net settlement proceeds per Qualified Settlement Class Member (with forty-five percent (45%) attributed to penalties and the remaining forty-five percent (45%) attributable to interest). Defendant is not responsible for any tax consequences regarding the allocation of the settlement payments. The Class Representatives and Qualified Settlement Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement. An IRS Tax Form W-2 will be issued to each Qualified Settlement Class Member with regard to the portion of the Qualified Settlement Class Member Settlement Payments attributable to wages and an IRS Tax Form 1099 will be issued to each Qualified Settlement Class Member with regard to the remaining portion of the Qualified Settlement Class Member Payments. An IRS Tax Form 1099 shall be issued to Class Counsel at the appropriate time in the amount of attorneys' fees and costs paid to Class Counsel.

45. Class Representatives are Presumed Settlement Class Members: Each Class Representative shall automatically be deemed a Settlement Class Member. Each will file a valid and timely Claim Form.

46. Class Representatives Released Claims: Upon the Effective Date, the Class Representatives on behalf of themselves and on behalf of their current, former, and future heirs, executors, administrators, attorneys, agents, representatives, and assigns, shall hereby fully and forever release, waive, acquit and discharge Defendant from all Class Representatives Released Claims.

47. Settlement Class Member Released Claims: Upon the Effective Date, each Settlement Class Member on behalf of themselves and on behalf of their current, former, and future heirs, executors, administrators, attorneys, agents, representatives, and assigns, shall hereby fully and forever release, waive, acquit and discharge Defendant from all Qualified Settlement Class Member Released Claims from October 23, 2012 through December 31, 2018.

48. Eligibility of Settlement Class Member Settlement Payment to Settlement Class Members: Settlement Class Members shall be entitled to a Settlement Class Member Settlement Payment. Only those Class Members who submit valid and timely Claim Forms will be eligible

to receive payment under the Settlement.

49. Calculation of Settlement Class Member Settlement Amounts: The Net Settlement Sum ("NSS") will be the amount the Class Action Administrator will calculate *pro rata* settlement payments to Qualified Settlement Class Members from the Net Settlement Amount based on each Qualified Settlement Class Member's Qualifying Pay Periods as reflected on Defendant's internal records as set forth in this paragraph. The Parties agree that the following formulas for the initial allocation of the Qualified Settlement Class Member Settlement Amounts provided herein are reasonable and that the Qualified Settlement Class Member Settlement Amounts provided herein are designed to provide a fair settlement to the Class:

1. The number of Qualifying Work Weeks that each Qualified Settlement Class Member was employed shall be determined;
2. The number of Qualifying Work Weeks that all Qualified Settlement Class Members were employed shall be aggregated;
3. The percentage obtained by dividing the number of Qualifying Work Weeks for an individual Qualified Settlement Class Member by the aggregate of all Qualifying Work Weeks for all Qualified Settlement Class Members shall be used to calculate that individual Qualified Settlement Class Member's relative share of the Net Settlement Amount.
4. The Parties hereby agree that the formula for allocating to the Qualified Settlement Class Member Payments provided herein is reasonable and that the settlement payments provided herein are designed to provide a fair settlement to the Class, despite the uncertainties associated with the amounts alleged to be owed.
5. Data provided by Defendant in October 2018 indicates there are approximately 124,110 workweeks during the class period. This total number of workweeks excludes Special Event security guards, employees who worked one week or less during the Class Period, employees whose dates of employment were unclear or not provided, assuming each Employee ID provided by Defendant represents a unique employee and assuming the employee worked all weeks between the listed

hire date and date last worked. If the actual number of workweeks is more than 10% greater than stated above Plaintiffs will have the option of withdrawing from the Settlement. Plaintiffs will notify Defendant in writing within 5 days of the receipt by the Settlement Administrator of the Class Data from Defendant and prior to the mailing of the Notice if Plaintiffs intend to withdraw. If Plaintiffs withdraw from the Settlement, this Settlement will become null and void. All class members who were hired by Defendant from July 1, 2018 through December 31, 2018, will be excluded from the Settlement. These employees are subject to an arbitration agreement with Defendant that precludes the filing of class claims

50. Distribution of Settlement Class Member Settlement Payments. If and when the Effective Date occurs, the Class Action Administrator shall prepare a final list of all Settlement Class Members who submitted timely and valid Claim Forms. The amount of the NSA not claimed by Class Members will be distributed on a pro rata basis to those Settlement Class Members who submitted timely and valid Claim Forms. For each Settlement Class Member on this list, the Class Action Administrator will calculate the amounts due to each Settlement Class Member and issue checks payable to said Settlement Class Members. No later than seven (7) calendar days after Final Approval of the Settlement is granted, Defendant shall deposit the Maximum Settlement Amount with the Class Action Administrator. The Class Action Administrator shall advise Defendant's Counsel of the total funds necessary to make the employer payroll taxes required by this Settlement no later than seven (7) calendar days after the Effective Date of the Settlement, and Defendant shall deposit that additional amount with the Class Action Administrator no later than (15) calendar days from the Effective Date.

51. Preliminary Approval of the Settlement: Plaintiffs shall be responsible for preparing and filing the motion for preliminary approval of the settlement and filing with the Court on a date set by the Court. The Parties shall work cooperatively together to obtain the necessary document approval and signatures in order to present the motion timely. If unforeseen circumstances prevent the timely filing of documents necessary for approval of the settlement with the Court, the Parties agree to jointly request additional time from the Court.

1 52. Final Court Approval of the Settlement: Plaintiffs shall be responsible for
2 preparing and filing the motion for final approval of the settlement as directed by the Court
3 following the conclusion of the Opt-Out Period. Plaintiffs shall also be responsible for preparing
4 and filing Class Counsel's application for attorney fees, reimbursement of litigation costs, and
5 service enhancement payment. Prior to the Final Approval hearing by the Court, the Parties will
6 submit a proposed Final Order(s): (1) certifying the Class for settlement purposes only; (2) finding
7 the settlement fair, reasonable, and in the best interests of the Settlement Class Members; (3)
8 approving Class Counsel's application for an award of attorneys' fees and litigation costs; (4)
9 approving the Class Representatives' application for a Service Enhancement Payments; (5)
10 approving payment of Class Action Administration fees; and (6) entering judgment in accordance
11 with this Settlement. The Order for Final Approval of Settlement shall bar any further actions by
12 Settlement Class Members who have not timely and validly completed and submitted Opt-Out
13 Forms.

14 53. Right to Revoke: Either Party has the right in its sole and exclusive discretion to
15 terminate and withdraw from the Settlement at any time prior to the Date of Final Approval if any
16 of the following occur: (1) the Settlement is construed in such a fashion that Defendant is required
17 to pay more than the Maximum Settlement Amount, except for the employer's portion of required
18 payroll taxes and as set forth in above, or (2) the Court does not certify the Settlement Class as
19 described herein, or does not certify a class releasing all of the Qualified Settlement Class Member
20 Released Claims and/or the Class Representatives Released Claims as defined herein or otherwise
21 makes an order inconsistent with any of the terms of this Settlement Agreement (except for an
22 order reducing Class Counsel's proposed attorneys' fees or litigation costs, the Class
23 Representatives' Service Enhancement Payment, the Class Action Administration Costs, or
24 PAGA payment), or (3) the Court does not grant preliminary or final approval of the Settlement.
25 If, for any reason, the Settlement is not approved by the Court, or if a Party terminates and
26 withdraws from the Settlement pursuant to this paragraph, this Settlement Agreement and any
27 related settlement documents shall be null and void, and any class certified for settlement
28 purposes will be vacated. In such an event, neither the Settlement Agreement, nor the settlement

documents, nor the negotiations leading to the Settlement may be used as evidence for any purpose, and Defendant shall retain the right to challenge all claims and allegations in the action, to assert all applicable defenses, and to dispute the propriety of class certification on all applicable grounds. Additionally, in such event, the Class Representatives shall retain all rights to proceed with litigation, including moving the Court for an order certifying the remaining proposed class. The terminating Party shall give to the other Party (through its counsel) written notice of its decision to terminate no later than ten (10) business days after receiving notice that one of the enumerated events has occurred.

54. Class Size: The Maximum Settlement Amount, as set forth in above, specifically contemplates a total class size of approximately 1,055 Class Members ("Class Size"), and is based on this Class Size and the collective number of workweeks as set forth above. This is a material term of this Agreement.

55. Termination of Settlement Agreement: If the conditions of the Settlement set forth in this Settlement Agreement are not satisfied, or if either Party terminates and withdraws from the Settlement, or if the Court does not enter judgment consistent with this Stipulation, or if appellate review is sought and on such review the Court's decision is materially modified or reversed, or, if one or more of the terms of the Settlement is not approved or the Settlement with respect to one or more such terms is materially modified or reversed, then this Settlement shall be canceled, terminated, and shall have no force or effect. If a Final Approval Order does not occur, or if this Settlement is terminated, revoked, or canceled pursuant to its terms, the Parties to this Settlement shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement.

V. CLASS ACTION ADMINISTRATION

56. Selection and Compensation of Class Action Administrator: The Parties agree to jointly utilize third-party Class Action Administrators, Phoenix Class Action Administration, to give notice of and communicate with Settlement Class Members regarding the Settlement. If the actual cost of Class Action Administration is more or less than the amount approved by the Court, those funds shall be taken from or be added to the Net Settlement Amount for allocation to

1 Settlement Class Members. All costs associated with Class Action Administration shall come out
2 of the Maximum Settlement Amount.

3 57. Establishment and Funding of the Qualified Settlement Fund ("QSF"): The
4 Qualified Settlement Fund shall be established at a federally insured bank that is acceptable to
5 Defendant and the Class Action Administrator. The Parties agree that the Qualified Settlement
6 Fund is intended to be a "Qualified Settlement Fund" under section 468B of the Code and Treas.
7 Reg. section 1.468B-1, 26 CFR section 1.468B-1, et seq., and will be administered by the Class
8 Action Administrator as such. With respect to the Qualified Settlement Fund, the Class Action
9 Administrator shall: (1) open and administer a Settlement Account in such a manner as to qualify
10 and maintain the qualification of the Qualified Settlement Fund as a "Qualified Settlement Fund"
11 under section 468B of the Code and Treas. Reg. section 1.468B-1; (2) calculate, withhold, remit,
12 and report each Qualified Settlement Class Member's share of applicable payroll taxes (including,
13 without limitation, federal, state, and local income tax withholding, FICA, Medicare, and any
14 state or local employment taxes), and indemnify Defendant for any penalty arising out of any
15 error or incorrect calculation and/or interest with respect to any late deposit of the same; (3)
16 calculate, notify, obtain from Defendant, remit, and report Defendant's share of applicable payroll
17 taxes (including, without limitation, federal, state, and local income tax withholding, FICA,
18 Medicare, and any state or local employment taxes); (4) satisfy all federal, state, and local income
19 and other tax reporting, return, and filing requirements with respect to the Qualified Settlement
20 Fund and any interest or other income earned by the Qualified Settlement Fund; and (5) satisfy
21 out of the Qualified Settlement Fund all (i) taxes (including any estimated taxes, interest, or
22 penalties) with respect to the interest or other income earned by the Qualified Settlement Fund, if
23 any, and (ii) fees, expenses, and costs incurred in connection with the opening and administration
24 of the Qualified Settlement Fund and the performance of its duties and functions as described in
25 this Agreement. The aforementioned taxes, fees, costs, and expenses shall be treated as and
26 included in the costs of administering the Qualified Settlement Fund and as Class Action
27 Administration Costs, with the exception of the employer's mandated payroll taxes, which will
28 be paid by Defendant outside of the Maximum Settlement Amount. The Parties and the Class

1 Action Administrator shall treat the Qualified Settlement Fund as coming into existence as a
2 Qualified Settlement Fund on the earliest date permitted as set forth in 26 CFR section 1.468B-
3 1(j)(2)(i), and such election statement shall be attached to the appropriate returns as required by
4 26 CFR section 1.468B-1(j)(2)(ii). The Parties agree to cooperate with the Class Action
5 Administrator and one another to the extent reasonably necessary to carry out the provisions of
6 this Section.

7 58. Class Action Administration After Preliminary Approval: Defendant will provide
8 the names, last known address, telephone information, e-mail address (if any), social security
9 numbers, dates of employment, in Excel format for members of the Class ("Class Data") to the
10 Class Action Administrator only. Defendant will provide the Class Data to the Class Action
11 Administrator no later than seven (7) calendar days after the Court grants preliminary approval
12 of the settlement. The Class Data shall be provided to the Class Action Administrator in Excel
13 format. If Defendant provides the Class Data in a different format that requires the Class Action
14 Administrator to extract, manually enter, or otherwise increase the costs of administration in order
15 to get the Class Data into electronic format, Defendant will be solely responsible for the additional
16 administration costs outside of the Maximum Settlement Amount. Class Data shall be used by
17 the Class Action Administrator solely for the purpose of calculating settlement shares, notifying
18 the Settlement Class Members of the Settlement, and tax reporting. The Class Action
19 Administrator shall run the Class Data list through the National Change of Address database, and
20 will use the most recent address for each Settlement Class Member — either from Defendant's
21 records or the National Change of Address database — when mailing the Class Notice. The Class
22 Action Administrator shall also take reasonable steps to locate any Settlement Class Member
23 whose Class Notice is returned as undeliverable.

24 59. Class Action Administration After the Opt-Out Period: Within seven (7) calendar
25 days following the close of the Opt-Out Period, the Class Action Administrator shall notify Class
26 Counsel and Defendant's Counsel in writing of: (1) the number of timely completed and properly
27 submitted Opt-Out Forms, and (2) the name(s) of the Settlement Class Member(s) who submitted
28 the Opt-Out Form(s). The Class Action Administrator will determine which Settlement Class

1 Members did not timely and properly complete an Opt-Out Form. The Class Action Administrator
2 will then calculate the amount of the payment to each member of the Settlement Class Members
3 in accordance with this Stipulation. The Class Action Administrator is responsible for issuing the
4 payments and withholding all required state and federal taxes in accordance with this Settlement
5 Agreement. The Class Action Administrator shall be responsible for all W-2s, IRS Form 1099s,
6 any other applicable tax forms, notices, mailings, secondary mailings if any, claims
7 administration, and making any and all payments to Settlement Class Members in accordance
8 with this Settlement Agreement.

9 60. Inspection of Opt-Out Forms: The Class Action Administrator shall make the
10 completed Opt-Out Forms, if any, available for inspection to counsel for the respective Parties
11 prior to the Date of Final Approval of this Settlement and the dismissal of the Lawsuit. Any and
12 all disputes regarding the Class Action Administrator's performance of its duties shall be referred
13 to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions
14 of this Stipulation until all payments and obligations contemplated by this Settlement Agreement
15 have been fully carried out. The Parties have the right to monitor and review administration of
16 the Settlement Agreement to verify that the monies allocated to the Qualified Settlement Class
17 Members are distributed in a correct amount and only to those who did not submit timely and
18 properly completed and submitted Opt-Out Forms.

19 **VI. NOTICE TO THE SETTLEMENT CLASS AND THE OPT OUT PROCESS**

20 61. Class Notice: Within seven (7) days after the Court Order granting preliminary
21 approval, defendant will provide to the class action administrator a list that includes the following
22 information for each Class Member: (1) name, (2) last known address, (3) telephone number, (4)
23 e-mail address (if known), (5) social security number and (6) dates of employment with
24 Defendant. ("Class Data"). Within seven (7) calendar days of receiving the Class Data list, the
25 Class Action Administrator shall send, via United States First Class Mail, the Court-approved
26 Class Notice of the Class Action Settlement, Claim Form, and the Court-approved Opt-Out Form,
27 in a form substantially similar to that attached hereto as Exhibits A, B and C, respectively. The
28 Class Notice will include, among other information: (1) information regarding the Lawsuit; (2) a

1 clear statement that Class Members must submit a valid and timely Claim Form in order to receive
2 payment under the Settlement; (3) the impact on the rights of the Settlement Class Members if
3 they do not submit a Claim Form or opt-out; (4) information to the Settlement Class Members
4 regarding how to opt-out of the Class, including an Opt-Out Form in the form agreed to by Class
5 Counsel and Defendant's Counsel and approved by the Court; (5) information to the Settlement
6 Class Members regarding how to object to the settlement; (6) the particular Settlement Class
7 Member's specific number of Qualifying Pay Periods; (7) the amount of Class Counsel's
8 requested attorneys' fees and costs; (8) the amount of Plaintiff's requested Service Enhancement
9 Award; (9) the amount to be paid to the LWDA; and (10) the administration fees to be paid to
10 Class Action Administrator. The Class Action Administrator will send a Reminder Postcard 30
11 days after the original mailing date of the Notice Packet.

12 62. Returned Settlement Class Member Notice: For each Settlement Class Member
13 whose Notice is returned, there will be one skip trace by the Class Action Administrator, via an
14 approved method, using a social security number, which shall be provided by Defendant. One
15 supplemental Notice may be mailed to each Settlement Class Member whose Notice is returned
16 as undeliverable to the Class Action Administrator within five (5) business days of the Class
17 Action Administrator receiving notice that the mail was undeliverable. Any requests by the Class
18 Action Administrator for documents or information from Defendant must be responded to within
19 a reasonable amount of time by Class Counsel and counsel for Defendant. It is the intent of the
20 Parties that reasonable means be used to locate the Settlement Class Member and apprise them of
21 their rights. It shall be conclusively presumed that those Class Members whose re-mailed Notice
22 Packet is not returned to the Settlement Administrator as undeliverable within fifteen (15)
23 calendar days after re-mailing, actually received the Notice Packet.

24 63. The Class Action Administrator shall provide weekly status reports to counsel for
25 the Parties.

26 64. Claims-Made Nature of the Settlement: The Settlement will be on a claims-made
27 basis, meaning that the Parties agree, covenant, and represent that the Settlement Payments to be
28 distributed to Settlement Class Members shall be distributed to Claimants only. Therefore,

1 individual Class Members will be entitled to receive a Settlement Payment only if the Class
2 Member does all of the following: (i) completes the Claim Form in its entirety; (ii) signs the Claim
3 Form certifying that its contents are true and correct; (iii) returns the Claim Form that is
4 postmarked on or before the expiration of the Claim Submission Period. Settlement Class
5 Members who do not properly or timely submit a Claim Form will not be entitled to any portion
6 of the NSA. As indicated above, the NSA will be calculated after deducting attorneys' fees and
7 costs, administrative fees, the enhancement award to the Named Plaintiff, and payment to the
8 LWDA.

9 65. Upon receipt of any Claim Form within the Claim Submission Period, the Class
10 Action Administrator shall review the Claim Form to verify the information contained therein, to
11 determine the eligibility of the person submitting the Claim Form to receive a Settlement
12 Payment, and to determine the net amount of the Settlement Payment to be made in accordance
13 with the terms of this Settlement. In the event that a Claim Form is defective or incomplete, the
14 Class Action Administrator will promptly notify the Class Member of the defect or deficiency
15 and permit the Class Member to cure the defect by the Final Hearing Date. Any Claim Form that
16 is cured after the Final Hearing Date will not be considered effective; provided, however, that if
17 the Class Action Administrator determines that the defect or deficiency is immaterial, and the
18 Class Action Administrator is still able to process the claim, the Class Action Administrator may
19 in its discretion accept the claim as a timely and valid claim without sending a deficiency notice.

20 a. Any Class Member who fails to submit a timely, complete, and valid Claim Form
21 shall be barred from receiving any Settlement Payment pursuant to this Settlement. The
22 Class Action Administrator shall not review or consider any Claim Form postmarked after
23 the end of the Claim Submission Period, nor shall the Class Action Administrator make
24 any distribution whatsoever with respect to any Claim Form that is postmarked after the
25 end of the Claim Submission Period. Under no circumstances shall the Settlement
26 Administrator have the authority to extend the deadline for Class Members to submit a
27 Claim Form. The Parties may agree to consider a Claim Form postmarked after the end of
28 the Claim Submission Period at their discretion.

1 b. The Claim Form will include a procedure by which a Class Member may challenge
2 the number of Workweeks identified on his/her Claim Form by submitting a written
3 challenge to the Settlement Administrator, along with the signed Claim Form, by the
4 expiration of the Claim Submission Period. A Class Member challenging the number of
5 Workweek(s) identified on the Claim Form must also submit documentary evidence
6 sufficient to prove the number of Workweeks worked during the Class Period. Defendants
7 shall have the right to respond to the challenge by any Class Member. The Parties will
8 meet and confer to mutually resolve the challenge to the number of Workweeks or any
9 other specifics raised by Claimants and make a final and binding determination without
10 hearing or right of appeal. To the extent the challenges cannot be resolved, they will be
11 submitted to the Court for determination at the Final Hearing Date. Within seven (7) days
12 after the close of the Claim Submission Period, the Settlement Administrator will provide
13 Class Counsel and Defendants' counsel with a report listing the identity and number of
14 Class Members that filed Claim Forms, Opt-Out Forms, or submitted objections and the
15 total amount of all Settlement Payments to be made to Claimants. After receiving the
16 Settlement Administrator's report, Class Counsel and Defendants' counsel shall jointly
17 review the same to determine if the calculation of payments to Claimants is consistent
18 with this Settlement.

19 66. Opt-Out Period: Subject to Court approval, the Settlement Class Members shall
20 have sixty (60) calendar days (referred to hereafter as the "Opt-Out Period") from the date that
21 the Class Action Administrator mails the Notice to them, to postmark the Opt-Out Form, which
22 must be signed under penalty of perjury and returned by mail to the Class Action Administrator.
23 The Settlement Class Members shall also have sixty (60) calendar days from the date that the
24 Class Action Administrator mails any supplemental Notice to them, to postmark the Opt-Out
25 Form, which must be signed under penalty of perjury and returned by mail to the Class Action
26 Administrator. Opt-Out Forms postmarked after the close of the Opt-Out Period will not be
27 honored. Additional time may be provided to a member of the Settlement Class to complete an
28 Opt-Out Form upon a showing of good cause as determined by the Court. All Parties and their

1 counsel will not encourage any Settlement Class Members to complete and submit an Opt-Out
2 Form.

3 67. Deficient Opt-Out Forms: If a Settlement Class Member submits a Deficient Opt-
4 Out Form, the Class Action Administrator shall notify the Settlement Class Member of the
5 deficiency within five (5) business days of receipt. The Settlement Class Member shall have until
6 five (5) calendar days following the receipt of such notification to cure said deficiencies, at which
7 point his or her Opt-Out Form will be rejected if not received.

8 68. Challenges to Settlement Class Member's Employment Data: In calculating each
9 individual Qualified Settlement Class Member's share of the settlement, Defendant's records
10 regarding the employment tenure of Settlement Class Members shall be presumed to be correct.
11 Settlement Class Members who challenge Defendant's records must submit a challenge in writing
12 to the Class Action Administrator and will bear the burden of proof, *i.e.*, a Settlement Class
13 Member who fails to provide written documentation supporting a different number of Qualifying
14 Pay Periods will have his or her challenge denied. All such challenges must be received within
15 fourteen (14) calendar days following the conclusion of the Opt-Out Period. Defendant will
16 investigate the challenge and determine whether any correction to the number of Qualifying Work
17 Weeks for the Settlement Class Member making the challenge should be made. In no case, will
18 a challenge to the number of Qualifying Work Weeks result in a payment by Defendant in excess
19 of the Maximum Settlement Amount.

20 69. Releases: Settlement Class Members are subject to the Settlement Class Member
21 Released Claims as defined in this Settlement. Qualified Settlement Class Members who do not
22 submit a valid and timely opt-out form and who endorse and cash or deposit a settlement check
23 shall consent to the release of all Qualified Settlement Class Member Released Claims, as defined
24 herein. The Class Representatives is also subject to the Class Representatives Released Claims as
25 defined in this Settlement.

26 70. Objections to Settlement. The Settlement Class Members shall be given the
27 opportunity to object to the terms of the Stipulation and/or requests for Class Counsel's attorneys'
28 fees and costs and to participate at the final fairness and approval hearing, in accordance with the

1 instructions set forth in the Notice. All objections to the Settlement by any Settlement Class
2 Member must be received by the Class Action Administrator no later than fourteen (14) calendar
3 days following the conclusion of the Opt-Out Period. This deadline applies notwithstanding any
4 argument regarding alleged non-receipt of the Class Notice. Any Settlement Class Member who
5 fails to properly file and serve timely written objections in this manner shall be deemed to have
6 waived any objections and shall be foreclosed from making any objection to the Settlement and
7 from filing any appeal from any Final Approval order issued by the Court. Settlement Class
8 Members who timely and validly complete and submit Opt-Out Forms shall have no right to
9 object and shall be foreclosed from making any objection to the Settlement.

10 71. Response to Objections: The Parties may file a response to any objections
11 submitted by objecting Settlement Class Members no later than fourteen (14) calendar days after the
12 Parties receive notice of the objection or 5 days prior to the hearing on Final Approval of the
13 Settlement, whichever is later.

14 **VII. QUALIFIED SETTLEMENT FUND PAYMENTS**

15 72. Defendant's Funding of the Qualified Settlement Fund: No later than seven (7)
16 days after the Court grants Final Approval of the Settlement, Defendant will cause to be delivered
17 to the Class Action Administrator the Maximum Settlement Amount. Payment will be mailed by
18 the Class Action Administrator no later than 7 days following receipt of payment from Defendant.

19 73. Within three (3) court days from entry of the order granting Final Approval of the
20 Settlement, Class Counsel will provide a copy of the order to the Class Action Administrator.

21 **VIII. CIRCULAR 230 DISCLAIMER**

22 74. Each of the Parties acknowledges and agrees that: (1) no provision of this
23 Settlement Agreement, and no written communication or disclosure between or among the Parties
24 or their Counsel and other advisers is or was intended to be, nor shall any such communication or
25 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United
26 States Treasury Circular 230 (31 CFR part 10, as amended); (2) each Party (a) has relied
27 exclusively upon his, her, or its own, independent legal and tax advisors for advice (including tax
28 advice) in connection with this Agreement, (b) has not entered into this Agreement based upon

1 the recommendation of any other Party or any Counsel or advisor to any other Party, and (e) is
2 not entitled to rely upon any communication or disclosure by any other Counsel or advisor to any
3 other Party to avoid any tax penalty that may be imposed on that Party; and (3) no attorney or
4 advisor to any other Party has imposed any limitation that protects the confidentiality of any such
5 attorney's or advisor's tax strategies (regardless of whether such limitation is legally binding)
6 upon disclosure by the Party of the tax treatment or tax structure of any transaction, including any
7 transaction contemplated by this Agreement.

8 **IX. MISCELLANEOUS PROVISIONS**

9 75. Drafting: The Parties hereto agree that the terms and conditions of this Settlement
10 Agreement are the result of negotiations between the Parties and that neither Party shall be
11 considered the "drafter" of this Stipulation of Settlement for purposes of having terms construed
12 against that Party.

13 76. Uncashed Settlement Checks: Pursuant to California Labor Code section 384,
14 subdivision (b) any settlement checks that remain uncashed one hundred and eighty (180) or more
15 calendar days after issuance by the Class Action Administrator shall be voided. The entire amount
16 of each Claimant's uncashed settlement check(s) shall be in turn sent to Bet Uzedek, a qualified
17 *cy pres* recipient, in the name of *Robyn James and Tiffany Belle v. American Corporate Security*.

18 77. Cooperation: The Parties agree to cooperate fully with one another to accomplish
19 and implement the terms of this Settlement. The Parties to this Agreement shall use their best
20 efforts, including all efforts contemplated by this Agreement and any other efforts that may
21 become necessary by Court order, or otherwise, to effectuate this Settlement Agreement and the
22 terms set forth herein. The Parties agree that they will cooperate and use their best efforts to
23 promptly draft, finalize, and execute the settlement documents. In addition, Plaintiffs understand
24 that if this Agreement were not signed, they would have the right to voluntarily assist other
25 individuals or entities in bringing or pursuing claims against Defendant. Plaintiffs further
26 understand and agree that they waive such rights and that they shall not aid or assist others in their
27 pursuit (or continued pursuit) of claims against Defendant. Plaintiffs further agree that they shall
28 not aid, assist, or in any other manner encourage any Class Member to opt out of the instant

1 Settlement. If a Plaintiff is required to provide such assistance pursuant to a subpoena or court
2 order, or Plaintiff's assistance is sought by a federal, state, or local governmental entity, then she
3 shall promptly give oral and written notice to Defendant of any such requirements or
4 governmental requests to secure her cooperation or assistance in connection with any other
5 present or former employee's claims against Defendant, including sending a copy of any
6 subpoena or order to Defendant's counsel of record within five (5) days of its receipt by or service
7 on Plaintiff.

8 78. If more than ten percent (8%) of the Settlement Class Members Opt-Out of the
9 Settlement, Defendant shall have the right to withdraw from the settlement putting the parties
10 back to their respective positions prior to any settlement. If Defendant exercises this option,
11 written notice will be provided to Plaintiff's counsel within 10 days following the expiration of
12 the opt-out period and notice to the Parties of the number of opt outs. Defendant shall be
13 responsible to pay any costs incurred to date by the Class Action Administrator.

14 79. No Retaliation: Defendant understands its legal obligation not to retaliate against
15 Qualified Settlement Class Members for their participation and/or election to participate in the
16 benefits to be afforded any of them by the Settlement.

17 80. Non-Disparagement: Plaintiffs and Defendant agree that they will not in any way
18 disparage the name or reputation of the other Parties. Additionally, Plaintiffs agree that they will
19 not in any way disparage the name or reputation of Defendant and will not to make any derogatory
20 or negative remarks to current or former employees of Defendant. Defendant agrees to provide
21 a neutral job reference for Plaintiffs, only disclosing Plaintiffs' dates of employment, position
22 held, and hourly rate of pay. The Parties acknowledge that a determination of the actual damages
23 resulting from a Party's breach of this provision is impractical or extremely difficult. Therefore,
24 the Parties agree that the amount of \$2,500.00 shall be presumed to be the amount of damages
25 sustained by a breach of this provision pursuant to California Civil Code section 1671.

26 81. Extensions of Time: If either Party cannot reasonably comply with an obligation
27 under this Settlement Agreement by the deadline, set forth herein applicable to that obligation,
28 that Party may apply to the Court for a reasonable extension of time to fulfill that obligation.

1 Consent to such a request for an extension will not be unreasonably withheld by the other
2 Party. No Impact on Benefit Plans: Neither the Settlement nor any amounts paid under the
3 Settlement will modify any previously credited hours or service under any employee benefit plan,
4 policy, or bonus program sponsored by Defendant. Such amounts will not form the basis for
5 additional contributions to, benefits under, or any other monetary entitlement under Defendant
6 sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this
7 Stipulation shall not be applied retroactively, currently, or on a going forward basis, as salary,
8 earnings, wages, or any other form of compensation for the purposes of Defendant's benefit plan,
9 policy, or bonus program. Defendant retains the right to modify the language of its benefit plans,
10 policies, and bonus programs to effectuate this intent, and to make clear that any amounts paid
11 pursuant to this Settlement are not for "hours worked," "hours paid," "hours of service," or any
12 similar measuring term as defined by applicable plans, policies, and bonus programs for purposes
13 of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or
14 benefits are not required by this Stipulation of Settlement.

15 82. Notices: Unless otherwise specifically provided herein, all notices, demands, or
16 other communications given hereunder shall be in writing and shall be deemed to have been duly
17 given as of the third business day after mailing by United States certified mail, return receipt
18 requested, addressed as follows:

19 To the Plaintiff Class:
20 Kevin Mahoney, Esq.
21 Katherine J. Odenbreit, Esq.
22 **Mahoney Law Group, APC**
23 249 E. Ocean Boulevard, Suite 814
24 Long Beach, CA 90802

25 To the Defendant:
26 Dana Douglas, SBN 158548
27 **The Douglas Law Group**
28 600 W. Santa Ana Blvd., Suite 1140
29 Santa Ana, CA 92701

30 83. Modification: This Agreement may not be changed, altered, or modified, except
31 in writing signed by counsel for the Parties hereto and approved by the Court. This Agreement

1 may not be discharged except by performance in accordance with its terms or by a writing signed
2 by the Parties hereto. This Stipulation shall be binding upon and inure to the benefit of the Parties
3 hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

4 84. Governing Law: The rights and obligations of the parties hereunder shall be
5 construed and enforced in accordance with, and shall be governed by, the laws of the State of
6 California, without regard to principles of conflict of laws.

7 85. Severability: If any provision of this Stipulation of Settlement or the application
8 thereof is held invalid, the Parties shall meet and confer in an attempt to modify the Settlement
9 so that such invalidation shall not affect other provisions or applications of this Stipulation of
10 Settlement.

11 86. Counterparts: Because the members of the Class are numerous, the Parties agree
12 that it is impossible or impractical to have each Settlement Class Member sign this Stipulation.
13 It is agreed that, for purposes of seeking Court approval of the Settlement, this Stipulation of
14 Settlement may be executed on behalf of the proposed Class by Class Counsel and Plaintiff. This
15 Settlement Agreement shall become effective upon its execution by all of the undersigned. The
16 Parties may execute this Settlement Agreement in any number of counterparts, and a facsimile
17 signature shall have the same force and effect as an original.

18 87. Authority: Each attorney signing below represents that he or she has been
19 authorized to execute this Stipulation of Settlement on behalf of the attorney's respective client(s).

20 88. Court Jurisdiction: The Parties agree that upon the occurrence of the Effective
21 Date, this Agreement shall be enforceable by the Court and the Court shall retain jurisdiction over
22 the Parties and the Settlement Class Members to enforce the terms, conditions, and obligations of
23 the Agreement.

24 IN WITNESS WHEREOF, this Stipulation of Settlement is executed by the Parties and
25 their duly authorized attorneys, as of the day and year herein set forth.

26
27 Dated: 4/11/2019

28 
Robyn James
Plaintiff

1 Settlement.

2 86. Counterparts: Because the members of the Class are numerous, the Parties agree
3 that it is impossible or impractical to have each Settlement Class Member sign this Stipulation.
4 It is agreed that, for purposes of seeking Court approval of the Settlement, this Stipulation of
5 Settlement may be executed on behalf of the proposed Class by Class Counsel and Plaintiff.
6 This Settlement Agreement shall become effective upon its execution by all of the undersigned.
7 The Parties may execute this Settlement Agreement in any number of counterparts, and a
8 facsimile signature shall have the same force and effect as an original.

9 87. Authority: Each attorney signing below represents that he or she has been
10 authorized to execute this Stipulation of Settlement on behalf of the attorney's respective
11 client(s).

12 88. Court Jurisdiction: The Parties agree that upon the occurrence of the Effective
13 Date, this Agreement shall be enforceable by the Court and the Court shall retain jurisdiction
14 over the Parties and the Settlement Class Members to enforce the terms, conditions, and
15 obligations of the Agreement.

16 IN WITNESS WHEREOF, this Stipulation of Settlement is executed by the Parties and
17 their duly authorized attorneys, as of the day and year herein set forth.

18
19 Dated: _____

Robyn James
Plaintiff

21
22 Dated: _____

Tiffany Belle
Plaintiff

24
25 Dated: 3/19/2019



AMERICAN CORPORATE SECURITY, INC.
Defendant

27 **As to Form Only:**

28 Dated: _____

MAHONEY LAW GROUP, APC

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Dated: 3/22/2019

DocuSigned by
Tiffany Belle
Tiffany Belle
Plaintiff

Dated:

AMERICAN CORPORATE SECURITY, INC.
Defendant

As to Form Only:

Dated 3/18/19

MAHONEY LAW GROUP, APC



Katherine J. Odenthal
Attorney for Plaintiffs ROBYN JAMES, TIFFANY BELLE, and all others similarly situated.

Dated:

THE DOUGLAS LAW GROUP

Dana Douglas
Attorney for Defendant AMERICAN CORPORATE SECURITY, INC.