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16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
17 **FOR THE COUNTY OF SACRAMENTO**

18 MARCEL HENDERSON, as an individual  
19 and on behalf of all others similarly  
20 situated,

21 Plaintiff,

22 vs.

23 SSP AMERICA, INC., a California  
24 corporation; SSP AMERICA SMF, LLC, a  
25 California limited liability company; and  
26 DOES 1 through 50, inclusive,

27 Defendants.

Case No.: 34-2019-00250111-CU-OE-GDS

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

1 **JOINT STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT**

2 This Joint Stipulation of Class and Representative Action Settlement (“Agreement” or  
3 “Settlement Agreement”) is made and entered into by and between Plaintiff Marcel Henderson  
4 (“Plaintiff”) and Defendants SSP America, Inc. and SSP America SMF, LLC (“Defendants”).  
5 Plaintiff and Defendants collectively are referred to in the Agreement as “the Parties.”

6 **A. DEFINITIONS**

7 The following definitions are applicable to this Agreement. Definitions contained  
8 elsewhere in this Agreement shall also be effective:

9 1. “Action” means *Marcel Henderson v. SSP America, Inc. and SSP America SMF,*  
10 *LLC*, filed on February 6, 2019 in the Superior Court State of California, County of Sacramento,  
11 Case No. 34-2019-00250111.

12 2. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class  
13 and Representative Action Settlement.

14 3. “Class” or “Class Member(s)” means all current and former exempt and non-  
15 exempt employees of SSP America, Inc., SSP America SMF, LLC, SSP America SAN, LLC,  
16 SSP America LAX, LLC, and SSP America SFO, LLC in the State of California who received  
17 the payment of wages via direct deposit on one or more occasions during the Class Period. The  
18 Class specifically excludes individuals who exclusively received the payment of wages via a  
19 physical paycheck during the Class Period. Defendants have determined that there are  
20 approximately 1,811 individuals that comprise the Class.

21 4. “Class Counsel” means Larry W. Lee, Kristen M. Agnew and Nicholas Rosenthal  
22 of Diversity Law Group, P.C., and William L. Marder of Polaris Law Group.

23 5. “Class Counsel Award” means such award of fees and costs and expenses as the  
24 Court may authorize to be paid to Class Counsel for the services they have rendered and will  
25 render to Plaintiff and the Class in the Action. Defendants agree not to oppose Class Counsel  
26 Award of up to thirty-five percent (35%) of the Maximum Settlement Amount (\$343,280.00), *i.e.*  
27 the sum of One Hundred Twenty Thousand One Hundred Forty-Eight Dollars (\$120,148.00),  
28 and costs in the amount of up to Twenty-Five Thousand Dollars (\$25,000.00), subject to the

1 Court finally approving this Settlement.

2 6. "Class List and Data" means a true and complete list of all Class Members that  
3 Defendants will compile, based on its business records, and provide to the Settlement  
4 Administrator within five (5) days after the Court grants preliminary approval of the Settlement.  
5 The Class List shall be formatted in Microsoft Office Excel and shall include each Class  
6 Member's full name, his or her last known home address, telephone number, Social Security  
7 Number, beginning and ending dates of employment, and number of electronic wage statements  
8 the employee received during the PAGA Period.

9 7. "Class Period" means the period from February 6, 2018 through February 8,  
10 2019.

11 8. "Class Representative" or "Plaintiff" means Plaintiff Marcel Henderson.

12 9. "Complaint" means the operative First Amended Class and Representative Action  
13 Complaint filed by Plaintiff in this Action.

14 10. "Counsel for Defendants" or "Defense Counsel" means Benjamin Webster and  
15 Christina Hayes of Littler Mendelson, P.C.

16 11. "Court" means the Superior Court for the State of California, County of  
17 Sacramento, or any other court taking jurisdiction of the Action.

18 12. "Defendants" means SSP America, Inc. and SSP America SMF, LLC.

19 13. "Effective Date" shall be the later of either: (i) the date that the Judgment of the  
20 Court granting Final Approval of the settlement is final and no longer subject to appeal, if there  
21 are objections; or (ii) five (5) business days after notice is provided by Plaintiff to Defendants  
22 that the Court entered the order on Final Approval of the settlement, if there are no objections.

23 14. "Enhancement Payment" or "Service Payment" means the amount that the Court  
24 authorizes to be paid to Plaintiff, in addition to his Individual Settlement Payment, in recognition  
25 of his efforts and risks in assisting with the prosecution of the Action. Subject to the Court  
26 granting final approval, the Parties agree that Plaintiff shall be paid up to Ten Thousand Dollars  
27 (\$10,000.00) from the Maximum Settlement Amount.

28 15. "Final Approval" means that the Final Approval Order and Judgment have been

1 entered by the Court.

2 16. "Maximum Settlement Amount" means the maximum settlement amount of Three  
3 Hundred Forty-Three Thousand Two Hundred Eighty Dollars (\$343,280.00) to be paid by  
4 Defendants as a result of this Stipulation. The Maximum Settlement Amount includes all  
5 Individual Settlement Payments to Settlement Class Members, the Service Payment to Plaintiff,  
6 Settlement Administration Costs to the Settlement Administrator, the PAGA Payment, interest,  
7 and Class Counsel Award.

8 17. "Individual Settlement Payment" means the amount payable from the Net  
9 Settlement Amount to each Settlement Class Member.

10 18. "Net Settlement Amount" means the balance of the Maximum Settlement Amount  
11 remaining after deduction of the approved Service Payment to Plaintiff, Settlement  
12 Administration Costs, the LWDA portion of the PAGA Payment, and Class Counsel Award. The  
13 entire Net Settlement Amount is the maximum amount that will be available for distribution to  
14 Settlement Class Members.

15 19. "Notice of Objection" means a Class Member's valid and timely written objection  
16 to the Settlement. For the Notice of Objection to be valid, it must include: (a) the objector's full  
17 name, signature, address, and telephone number; (b) a written statement of basis for the  
18 objection; and (c) any copies of papers, briefs, or documents upon which the objection is based.  
19 The Notice of Objection must be returned by mail to the Settlement Administrator at the  
20 specified address indicated in the Notice Packet and must be postmarked by the Response  
21 Deadline.

22 20. "Notice Packet" means the Notice of Proposed Class Action Settlement,  
23 substantially in the form attached as Exhibit A.

24 21. "PAGA Payment" means the portion of the Maximum Settlement Amount that  
25 the Parties have agreed will be allocated to resolve all claims, penalties, and remedies under the  
26 Private Attorneys General Act of 2004 (Cal. Lab. Code § 2698, *et seq.*, "PAGA"). The amount of  
27 the PAGA Payment is subject to Court approval pursuant to California Labor Code section  
28 2699(l). The Parties have agreed that Twenty Thousand Dollars (\$20,000.00) of the Maximum

1 Settlement Amount shall be allocated to the resolution of any Class Members' claims arising  
2 under PAGA. Pursuant to the PAGA, seventy-five percent (75%) of the PAGA Payment, *i.e.* the  
3 sum of Fifteen Thousand Dollars (\$15,000.00), shall be paid to the California Labor and  
4 Workforce Development Agency ("LWDA"), and twenty-five percent (25%) of the PAGA  
5 Payment, *i.e.* the sum of Five Thousand Dollars (\$5,000.00), shall be part of the Net Settlement  
6 Amount to be distributed to Settlement Class Members.

7 22. "PAGA Period" means the period from December 21, 2017 through February 8,  
8 2019.

9 23. "Parties" means Plaintiff, on behalf of himself and Settlement Class Members,  
10 and Defendants collectively.

11 24. "Preliminary Approval" means the Court's order granting preliminary approval of  
12 the Settlement.

13 25. "Released Claims" means the following: a) all claims, including penalties, costs,  
14 and attorneys' fees related thereto, that could have been brought under the facts and allegations  
15 made in the operative First Amended Complaint, including claims for violation of Labor Code  
16 section 226, that accrued during the Class Period; and b) all claims for penalties under the  
17 California Private Attorneys General Act, including costs and attorneys' fees related thereto,  
18 predicated on the violation of Labor Code section 226 that accrued during the PAGA Period.

19 26. "Released Parties" means Defendants, as well as SSP America LAX, LLC, SSP  
20 America SAN, LLC, SSP America SFO, LLC, and Defendants' affiliates, parents, and each of  
21 their company sponsored employee benefit plans, and their respective successors and  
22 predecessors in interest, all of their respective officers, directors, employees, administrators,  
23 fiduciaries, trustees, and agents, and each of their past, present, and future officers, directors,  
24 shareholders, employees, agents, principals, heirs, representatives, attorneys, accountants,  
25 auditors, consultants, attorneys, insurers, and reinsurers.

26 27. "Request for Exclusion" means a timely letter submitted by a Class Member  
27 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a)  
28 clearly state that the Class Member does not wish to be included in the Settlement; (b) set forth

1 the name, address, telephone number, and last four digits of the Social Security Number of the  
2 Class Member requesting exclusion; (c) be signed by the Class Member; (d) be returned by mail  
3 to the Settlement Administrator at the specified address indicated in the Notice Packet; and (e) be  
4 postmarked on or before the Response Deadline.

5 28. "Response Deadline" means forty-five (45) days after the Settlement  
6 Administrator initially mails the Notice Packet to Class Members, and the last date on which  
7 Class Members may submit Requests for Exclusion or Notices of Objections to the Settlement.

8 29. "Settlement" means the agreement among the Parties to resolve the Action, as set  
9 forth in this Stipulation.

10 30. "Settlement Administration Costs" means the fees and expenses reasonably  
11 incurred by the Settlement Administrator as a result of the procedures and processes expressly  
12 required by this Agreement, which are estimated at Fourteen Thousand Seven Hundred Fifty  
13 Dollars (\$14,750.00). Any portion of the Settlement Administration Costs not used or approved  
14 by the Court shall be added to the Net Settlement Amount.

15 31. "Settlement Administrator" means Phoenix Settlement Administrators.

16 32. "Settlement Class" or "Settlement Class Members" means all Class Members who  
17 do not submit valid and timely Requests for Exclusion.

18 33. "Settlement Payment Check" means the payment of the Individual Settlement  
19 Payment to Settlement Class Members.

20 **B. FACTUAL BACKGROUND**

21 1. On December 21, 2018, Plaintiff filed a written notice to the California Labor &  
22 Workforce Development Agency ("LWDA") alleging that Defendants violated Labor Code  
23 section 226(a), pursuant to Labor Code section 2699 ("PAGA Notice").

24 2. On February 6, 2019, Plaintiff initiated this action in Sacramento County Superior  
25 Court. The initial complaint alleged a singular cause of action for violation of Labor Code  
26 section 226(a).

27 3. On or about February 15, 2019, the LWDA issued a Notice of Intent to  
28 Investigate the alleged Labor Code violations identified in Plaintiff's PAGA Notice. On June 18,

1 2019, the LWDA issued a Notice of Extension of Time to Investigate Alleged Violations and  
2 extended the time for the agency to complete the investigation by an additional sixty days  
3 pursuant to Labor Code Section 2699.3(a)(2)(B).

4 4. On November 21, 2019, Plaintiff filed the operative First Amended Complaint.  
5 Plaintiff asserted two causes of action for: (1) violation of Labor Code section 226(a); and (2)  
6 violation of Labor Code section 2698, *et seq.*

7 5. As alleged in the First Amended Complaint, Plaintiff contends that Defendants  
8 failed to provide proper and accurate itemized wage statements to Class Members. Specifically,  
9 Plaintiff alleges that Defendants issued wage statements that failed to include the inclusive date  
10 of the pay period, in violation of Labor Code section 226(a)(6). More specifically, Plaintiff  
11 alleges that the wage statements did not identify the pay period beginning date. As alleged in the  
12 Complaint, Plaintiff seeks to represent the Class and other aggrieved employees. Plaintiff  
13 further seeks damages, penalties, attorneys' fees, and costs.

14 6. The Parties engaged in extensive written discovery. Plaintiff propounded two  
15 rounds of written discovery, consisting of Requests for Production of Documents (Set One),  
16 Special Interrogatories (Set One), Requests for Production of Documents (Set Two), and Special  
17 Interrogatories (Set Two).

18 7. On December 5, 2019, Plaintiff deposed SSP America SMF, LLC's designated  
19 person most knowledgeable on topics related to the format of wage statements issued to Class  
20 Members during the liability period.

21 8. On or about July 14, 2020, the Parties agreed to participate in private mediation.  
22 In connection with the mediation, Defendants produced data relating to the number of Class  
23 Members and wage statements issued to each Class Member, which allowed Plaintiff's counsel  
24 to conduct a full damage analysis.

25 9. On January 5, 2021, the Parties engaged in mediation with Jeff Ross, Esq., an  
26 experienced wage and hour class action mediator. After the exchange of further information and  
27 extended negotiations, Plaintiff and Defendants reached the present class-wide settlement. The  
28 settlement discussions were conducted at arm's-length.

1           10.     The Parties recognize the risk, expense, and delay in continuing the Action, and  
2 therefore believe the Settlement to be fair, reasonable, and adequate. Accordingly, the Parties  
3 desire to settle, compromise, and discharge all disputes and claims arising from or relating to the  
4 Action.

5     **C.     PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF SETTLEMENT**

6           1.     Settlement Consideration. Defendants shall pay the sum of the Maximum  
7 Settlement Amount as specified in this Agreement, which shall be used to pay: (1) Individual  
8 Settlement Payments; (2) Class Counsel Award; (3) Enhancement Payment; (4) Settlement  
9 Administration Costs; and (5) the PAGA Payment. The Parties agree that this is a non-  
10 reversionary Settlement and that no portion of the Maximum Settlement Amount shall revert to  
11 Defendants. In no event shall Defendants be required to pay more than the Maximum Settlement  
12 Amount as specified in this Agreement.

13          2.     Funding of the Maximum Settlement Amount. Within thirty (30) calendar days  
14 after the Effective Date, Defendants shall make a one-time deposit of the Maximum Settlement  
15 Amount into a Qualified Settlement Fund to be established by the Settlement Administrator.

16          3.     Class Counsel Award. Defendants agree not to oppose or impede any application  
17 or motion by Class Counsel for attorneys' fees of up to thirty-five percent (35%) of the  
18 Maximum Settlement Amount (\$343,280.00), *i.e.* the sum of One Hundred Twenty Thousand  
19 One Hundred Forty-Eight Dollars (\$120,148.00), and costs in the amount of up to Twenty-Five  
20 Thousand Dollars (\$25,000.00), which shall be paid from the Maximum Settlement Amount. It is  
21 understood by Class Counsel that the Court has final discretion in any fee award. The Settlement  
22 Administrator shall issue an IRS Form 1099 to Class Counsel reflecting the awarded attorneys'  
23 fees, costs, and expenses. Any portion of the Class Counsel Award not awarded to Class  
24 Counsel shall be added to the Net Settlement Amount and shall be distributed to Class Members  
25 as provided in this Agreement. Notwithstanding any other provision of this Agreement, if the  
26 Court should fail to award attorneys' fees to Class Counsel in the full amount provided for in this  
27 Agreement, no order of the Court or modification of any order of the Court concerning the  
28 amount of any attorneys' fees to be paid by Defendants to Class Counsel pursuant to this



1 settlement shall constitute grounds for cancellation or termination of the Agreement or grounds  
2 for limiting any other provision of the Judgment. It is agreed that no order of the Court, including  
3 any order concerning attorneys' fees, may alter or otherwise increase the Maximum Settlement  
4 Amount.

5 4. Class Representative Enhancement Payment. Defendants agree not to oppose or  
6 impede any application or motion by Plaintiff for an Enhancement Payment of up to Ten  
7 Thousand Dollars (\$10,000.00) to Plaintiff. The Enhancement Payment shall be paid from the  
8 Maximum Settlement Amount, and shall be paid in addition to Plaintiff's Individual Settlement  
9 Payment as a Settlement Class Member. It is understood by Class Counsel and Plaintiff that the  
10 Court has final discretion in any Enhancement Payment. The Settlement Administrator shall  
11 issue an IRS Form 1099 to Plaintiff reflecting the Enhancement Payment. Plaintiff shall be  
12 solely and legally responsible to pay any and all applicable taxes on his Enhancement Payment  
13 and shall hold harmless Defendants from any claim or liability for taxes, penalties, or interest  
14 arising as a result of the Enhancement Payment. Any portion of the Enhancement Payment not  
15 awarded to Plaintiff shall be added to the Net Settlement Amount and shall be distributed to  
16 Class Members as provided in this Agreement.

17 5. Settlement Administration Costs. The Settlement Administrator shall be paid for  
18 the reasonable costs of administration of the Settlement from the Maximum Settlement Amount,  
19 currently estimated at Fourteen Thousand Seven Hundred Fifty Dollars (\$14,750.00). These  
20 costs, which shall be paid from the Maximum Settlement Amount, shall include, *inter alia*, the  
21 required tax reporting on the Individual Settlement Payments, the issuing of 1099 IRS Forms,  
22 establishing a Qualified Settlement Fund, administering and distributing the Maximum  
23 Settlement Amount and Class Counsel Award, and providing necessary reports and declarations.  
24 Any portion of the Settlement Administration Costs not allowed shall be added to the Net  
25 Settlement Amount and shall be distributed to Class Members as provided in this Agreement.

26 6. PAGA Payment. Subject to Court approval, the Parties agree that the amount of  
27 Twenty Thousand Dollars (\$20,000.00) of the Maximum Settlement Amount shall be designated  
28 for satisfaction of claims for civil penalties under the PAGA. The Settlement Administration

1 shall pay seventy-five percent (75%) of the PAGA Payment, *i.e.* the sum of Fifteen Thousand  
2 Dollars (\$15,000.00), to the LWDA. The remaining twenty-five percent (25%), *i.e.* the sum of  
3 Five Thousand Dollars (\$5,000.00), shall be part of the Net Settlement Amount to be distributed  
4 to Settlement Class Members as per this Agreement.

5       7.     Net Settlement Amount. The Net Settlement Amount shall be used to satisfy  
6 Individual Settlement Payments to Settlement Class Members from the Settlement Class in  
7 accordance with the terms of this Agreement. The Settlement Administrator will allocate the  
8 Individual Settlement Payments by first dividing the Net Settlement Amount by the total  
9 number of electronic wage statements reflecting the payment of wages issued to Class  
10 Members during the PAGA Period. That value will then be multiplied by the number of  
11 electronic wage statements reflecting the payment of wages that each respective Class Member  
12 received during the PAGA Period. Settlement Class Members are entitled to 100% of the Net  
13 Settlement Amount. Defendants maintain no reversionary right to any portion of the Net  
14 Settlement Amount. If there are any timely submitted Requests for Exclusion, the Settlement  
15 Administrator shall proportionately increase the Individual Settlement Payments for each  
16 Settlement Class Member so that the amount actually distributed to Settlement Class Members  
17 equals 100% of the Net Settlement Amount.

18       8.     Calculation of Maximum Settlement Amount. The Maximum Settlement Amount  
19 was calculated with, and is premised on, Defendants' representation that 1,811 Class Members  
20 were issued 17,164 electronic wage statements during the PAGA Period. In the event the number  
21 of electronic wage statements at issue exceeds 17,164, the Maximum Settlement Amount shall  
22 be increased proportionally to the amount of the total increase.

23       9.     No Credit Toward Benefit Plans. The Individual Settlement Payments made to  
24 Settlement Class Members under this Agreement, the Enhancement Payment made to Plaintiff,  
25 as well as any other payments made pursuant to this Agreement, shall not be utilized to calculate  
26 any additional benefits under any benefit plans to which any Class Members may be eligible,  
27 including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase  
28 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plans. Rather, it is the

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

3 10. Settlement Administration Process. The Parties agree to cooperate in the  
4 administration of the Settlement and to make all reasonable efforts to control and minimize the  
5 costs and expenses incurred in the administration of the Settlement. The Settlement  
6 Administrator shall provide the following services:

- 7 a. Establish and maintain a Qualified Settlement Fund account;
- 8 b. Calculate the amount of the Settlement each Class Member is eligible to  
9 receive;
- 10 c. Verify the last known address for each Class Member through a generally  
11 utilized, national address update database prior to mailing the Notice Packet;
- 12 d. Print and mail the Notice Packet;
- 13 e. Establish and maintain a toll-free informational telephone support line to  
14 assist Class Members who have questions regarding the Notice Packet;
- 15 f. Conduct additional address searches for mailed Notice Packets that are  
16 returned as undeliverable and, to the extent new and more current addresses are found, also  
17 reprint and re-mail Notice Packets accordingly;
- 18 g. Calculate Settlement Class Members' settlement share, field inquiries  
19 from Class Members, and administer any Requests for Exclusion. This service will include  
20 settlement proceed calculations, printing and issuance of checks, and preparation of 1099 Forms;  
21 and
- 22 h. Provide declarations and/or other information to the Court as requested.

23 11. Delivery of the Class List and Data. Within five (5) business days of Preliminary  
24 Approval, Defendants shall provide the Class List and Data to the Settlement Administrator.

25 12. Notice by First-Class U.S. Mail. Within five (5) business days after receiving the  
26 Class List and Data from Defendants, the Settlement Administrator shall mail a Notice Packet to  
27 all Class Members via regular First-Class U.S. Mail, using the most current, known mailing  
28 addresses identified in the Class List.

1           13.    Confirmation of Contact Information in the Class List. Prior to mailing, the  
2 Settlement Administrator shall perform a search based on the National Change of Address  
3 Database for information to update and correct for any known or identifiable address changes.

4           14.    Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice  
5 Packet will provide: (1) information regarding the nature of the Action; (2) a summary of the  
6 Settlement's principal terms; (3) the Class definition; (4) each Class Member's estimated  
7 Individual Settlement Payment and the formula for calculating Individual Settlement Payments,  
8 if they do not request to be excluded; (5) the dates that comprise the Class Period; (6)  
9 instructions on how to submit valid Requests for Exclusion, or objections; (7) the deadlines by  
10 which the Class Member must submit a Request for Exclusion or Notice of Objection to the  
11 Settlement; (8) the date for the final approval hearing; and (9) the claims to be released. The  
12 Notice Packet will also inform Class Members that, in order to receive the Individual Settlement  
13 Payment, they do not need to do anything except keep the Settlement Administrator apprised of  
14 their current mailing addresses.

15           15.    Re-Mailing of Returned Notices. Any Notice Packets returned to the Settlement  
16 Administrator as non-deliverable on or before the Response Deadline shall be re-sent promptly  
17 via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement  
18 Administrator shall indicate the date of such re-mailing on the Notice Packet. If no forwarding  
19 address is provided, the Settlement Administrator shall promptly attempt to determine the correct  
20 address using a skip-trace, or other search using the name, address, and/or Social Security  
21 Number of the Class Member involved and shall then perform a re-mailing. Those Class  
22 Members who receive a re-mailed Notice Packet shall have their Response Deadline extended  
23 fifteen (15) days from the original Response Deadline.

24           16.    Request for Exclusion Procedures. Any Class Member, other than Plaintiff, may  
25 opt-out from the Settlement by submitting a written Request for Exclusion to the Settlement  
26 Administrator postmarked by the Response Deadline. A Request for Exclusion must: (1) contain  
27 the name, address, telephone number, and the last four digits of the Social Security Number of  
28 the person requesting exclusion; (2) clearly state that the Class Member does not wish to be

1 included in the Settlement; (3) be signed by the Class Member; (4) be returned by mail to the  
2 Settlement Administrator at the specified address; and (5) be postmarked on or before the  
3 Response Deadline. The date of the postmark shall be the exclusive means to determine whether  
4 a Request for Exclusion is timely. By submitting such a Request for Exclusion, a Class Member  
5 shall be deemed to have exercised his or her option to opt out of the Action and not be bound by  
6 this Agreement. Accordingly, a Class Member who timely submits a valid Request for Exclusion  
7 will not be entitled to any payments under this Settlement and will not be bound by the terms of  
8 the Settlement. Any Class Member who fails to submit a valid and timely Request for Exclusion  
9 on or before the Response Deadline shall be deemed a Settlement Class Member, and will be  
10 bound by all terms of the Settlement to the fullest possible extent, if the Settlement is granted  
11 final approval by the Court. At no time shall any of the Parties or their counsel seek to solicit or  
12 otherwise encourage Class Members to submit a Request for Exclusion. Class Counsel shall not  
13 represent any Class Members with respect to any such request.

14 17. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class  
15 Member who does not affirmatively opt-out of the Settlement by submitting a valid and timely  
16 Request for Exclusion shall be bound by all terms of the Settlement to the fullest possible extent,  
17 including those pertaining to the Released Claims, as well as any Judgment that may be entered  
18 by the Court.

19 18. Objection Procedures. Any Class Member who does not opt-out of this Settlement  
20 shall be entitled to object to the Settlement. To object to the Settlement, a Class Member must  
21 return by mail a written statement of objection to the Settlement Administrator at the specified  
22 address by the Response Deadline. The Notice of Objection must include: (a) the objector's full  
23 name, signature, address, and telephone number; (b) a written statement of the basis for the  
24 objection; and (c) any copies of papers, briefs, or documents upon which the objection is based.  
25 At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class  
26 Members to submit written objections to the Settlement or appeal from the Order and Judgment.  
27 Class Counsel shall not represent any Class Members with respect to any such objections to this  
28 Settlement. Any Class Member who submits a valid Request for Exclusion shall not be allowed

1 to object to this Settlement. No later than five (5) days after the Response Deadline, the  
2 Settlement Administrator shall provide Defense Counsel with a complete list of all Class  
3 Members who have timely and properly requested exclusion from the Class.

4 19. Defendants' Right to Rescind. If more than five percent (5%) of the Class  
5 Members submit a timely and valid Request for Exclusion, Defendants will have the right, but  
6 not the obligation, to revoke and void this Agreement at their discretion. Defendants must  
7 exercise the option to rescind within ten (10) business days of Defense Counsel receiving  
8 notification from the Settlement Administrator that more than five percent (5%) of the Class  
9 Members have submitted timely and valid Requests for Exclusion from the Settlement. If  
10 Defendants exercise this right to void the Agreement, then the Parties will have no further  
11 obligations under the Agreement, including, without limitation, any obligation by Defendants to  
12 pay the Maximum Settlement Amount, or any amounts that otherwise would have been owed  
13 under this Agreement, except that Defendants shall pay all Settlement Administration Costs  
14 incurred by the Settlement Administrator up to the date of Defendants' notice to rescind. In the  
15 event the Settlement is terminated, the Parties shall proceed in all respects as if this Agreement  
16 had not been executed. The Parties agree that they will not encourage any Class Member to  
17 object to the Settlement or to opt out.

18 20. Settlement Administrator's Reports of Information. The Settlement Administrator  
19 shall provide Defense Counsel and Class Counsel a weekly report which certifies the number of  
20 Class Members who have submitted valid Requests for Exclusion. Additionally, the Settlement  
21 Administrator will provide to counsel for both Parties any updated reports regarding the  
22 administration of the Settlement as needed or requested. The Settlement Administrator shall also  
23 forward to the Parties' counsel any Notices of Objection received immediately upon receipt.  
24 Further, the Settlement Administrator shall immediately forward any Request for Exclusion to  
25 the Parties' counsel so that they can determine whether the Request for Exclusion is valid and  
26 timely.

27 21. Distribution Timing of Individual Settlement Payments. Within the earlier of  
28 fifteen (15) calendar days of Defendants funding the Maximum Settlement Amount or fifteen

1 (15) calendar days of the Effective Date, the Settlement Administrator shall issue payments to  
2 (1) Settlement Class Members; (2) the Labor and Workforce Development Agency; (3) Plaintiff;  
3 and (4) Class Counsel. The Settlement Administrator shall also issue a payment to itself for  
4 services performed in connection with the Settlement.

5 22. Uncashed Settlement Payment Checks. Any Settlement Payment Checks issued  
6 by the Settlement Administrator to Settlement Class Members shall be negotiable for not less  
7 than one hundred and twenty (120) days from the date of their issuance. This is a non-  
8 reversionary settlement. All Individual Settlement Payments to Class Members that remain un-  
9 cashed after one hundred twenty (120) days of the mailing of Settlement Payment Checks by the  
10 Settlement Administrator shall be paid out pursuant to California Code of Civil Procedure  
11 section 384 to the following *cy pres* recipient: Legal Aid at Work. In such event, those Class  
12 Members will nevertheless remain bound by the Settlement. Both Plaintiff and Defendants, and  
13 their respective counsel, represent that they do not have any involvement in the governance of  
14 work of Legal Aid at Work. In compliance with California Code of Civil Procedure § 384, after  
15 all amounts actually paid to Class Members have been made (i.e., the time for Class Members to  
16 negotiate the checks has expired), the Settlement Administrator shall provide a report to the  
17 Court, and if there are any remaining unclaimed funds (i.e., funds from checks not negotiated by  
18 Class Members), the Final Judgment shall be amended to direct said funds to be paid to Legal  
19 Aid at Work. Defendants shall not pay any interest on the funds transferred to the Settlement  
20 Administrator, nor shall Defendants have any obligation to pay amounts in interest or otherwise  
21 over the Maximum Settlement Amount set forth in the settlement agreement.

22 23. Certification of Completion. Upon completion of administration of the  
23 Settlement, the Settlement Administrator shall provide a written declaration under oath to certify  
24 such completion to the Court and counsel for all Parties.

25 24. Administration Costs if Settlement Fails or is Delayed. If an objection to the  
26 Settlement is filed with the Court, regardless of the ultimate outcome of any appeals taken, or if  
27 the Settlement is voided or rescinded, any costs incurred by the Settlement Administrator shall  
28 be borne equally by Defendants and Plaintiff, unless otherwise specified in this Agreement.

1           25.   Treatment of Individual Settlement Payments. All Individual Settlement  
2 Payments shall be allocated 100% as penalties. The amount of payments shall be reported on an  
3 IRS Form 1099 by the Settlement Administrator.

4           26.   Administration of Taxes by the Settlement Administrator. The Settlement  
5 Administrator shall be responsible for issuing to Plaintiff, Settlement Class Members, and Class  
6 Counsel, 1099 forms or other tax forms as may be required by law for all amounts paid pursuant  
7 to this Agreement.

8           27.   Tax Liability. Defendants, Defense Counsel, the Settlement Administrator, and  
9 Plaintiff's counsel make no representation as to the tax treatment or legal effect of the payments  
10 called for hereunder, and Plaintiff and Settlement Class Members are not relying on any  
11 statement, representation, or calculation by Defendants, Defense Counsel, Plaintiff's counsel, or  
12 by the Settlement Administrator in this regard. Plaintiff and Settlement Class Members  
13 understand and agree that they will be solely responsible for the payment of any and all taxes and  
14 penalties assessed on their respective payments described herein and will defend, indemnify, and  
15 hold Defendants, Defense Counsel, Plaintiff's counsel, and the Settlement Administrator free and  
16 harmless from and against any claims resulting from treatment of such payments as non-taxable  
17 penalties/damages.

18           28.   Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR  
19 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY  
20 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER  
21 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS  
22 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR  
23 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS  
24 INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE  
25 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN  
26 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230  
27 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS  
28 RELIED EXCLUSIVELY UPON HIS OR ITS OWN, INDEPENDENT LEGAL AND TAX



1 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS  
2 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE  
3 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO  
4 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY  
5 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY  
6 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE  
7 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER  
8 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY  
9 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF  
10 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE  
11 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY  
12 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS  
13 AGREEMENT.

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

18 30. Release of Claims by Plaintiff. As a condition to obtaining the Enhancement  
19 Payment provided for herein, Plaintiff (on behalf of himself and his spouse, heirs, executors,  
20 administrators, trustees, and/or permitted assigns) also agrees to a general release of any and all  
21 claims against Defendants and the Releasees (as defined above)—which shall include without  
22 limitation any and all claims which in any way relate to his employment with Defendants, under  
23 State or Federal law, in tort, common law, statute, contract, or equity, whether pled in the  
24 Complaint or not, including but not limited to any claims under the FLSA, Title VII, ADA,  
25 FEHA, ADEA, PAGA, California Labor Code, or any Industrial Welfare Commission Wage  
26 Order—now existing or arising in the future, based on any act, omission, event, occurrence, or  
27 nonoccurrence from the beginning of time to the date of execution hereof. Plaintiff further  
28 expressly waives and relinquishes, to the fullest extent permitted by law, the provisions, rights

1 and benefits of Section 1542 of the California Civil Code, which provides: “A **general release**  
2 **does not extend to claims that the creditor or releasing party does not know or suspect to**  
3 **exist in his or her favor at the time of executing the release and that, if known by him or**  
4 **her, would have materially affected his or her settlement with the debtor or released**  
5 **party.”**

6 31. Release of Claims by Settlement Class Members. Upon the Effective Date,  
7 Plaintiff and all Settlement Class Members, as well as their spouses, heirs, executors,  
8 administrators, trustees, and/or permitted assigns, hereby do and shall be deemed to have fully,  
9 finally, and forever released, settled, compromised, relinquished, and discharged, to the fullest  
10 extent possible, any and all of the Released Parties of and from any and all Released Claims.

11 32. Nullification of Settlement. In the event that the Settlement does not become final  
12 for any reason, then this Agreement, and any documents generated to bring it into effect, shall be  
13 null and void. Any order or judgment entered by the Court in furtherance of this Agreement shall  
14 likewise be treated as void from the beginning.

15 33. Disputes Regarding Individual Settlement Payments. In the event that Class  
16 Members have a dispute as to the data provided by the Defendants, Class Members will have the  
17 opportunity to provide documentation and/or an explanation. If there is a dispute, the Settlement  
18 Administrator will consult with the Parties to determine whether an adjustment is warranted. The  
19 Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual  
20 Settlement Payments under the terms of this Agreement, and that determination shall be binding.

21 34. Disputes Regarding Administration of Settlement. Any disputes not resolved by  
22 the Settlement Administrator concerning the administration of the Settlement will be resolved by  
23 the Court under the laws of the State of California. Prior to any such involvement of the Court,  
24 counsel for the Parties will confer in good faith to resolve the disputes without the necessity of  
25 involving the Court.

26 35. Preliminary Approval Hearing. Plaintiff shall obtain a hearing before the Court to  
27 request the Preliminary Approval of the Settlement, conditional certification of the Class, and the  
28 entry of a Preliminary Approval Order: (i) approving of the proposed Settlement, and (ii) setting

1 a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order shall  
2 provide for the Notice Packet to be sent to all Class Members as specified herein. In conjunction  
3 with the Preliminary Approval hearing, Plaintiff shall submit this Agreement, which sets forth  
4 the terms of this Settlement, and will include the proposed Notice Packet, attached to this  
5 Agreement as Exhibit A.

6 36. Final Settlement Approval Hearing. Upon expiration of the deadlines to submit  
7 Requests for Exclusion or Notices of Objections to the Settlement, and with the Court's  
8 permission, a Final Approval/Settlement Fairness Hearing shall be conducted to determine the  
9 Final Approval of the Settlement along with the amounts properly payable for (i) Individual  
10 Settlement Payments; (ii) the LWDA Payment; (ii) the Class Counsel Award; (iii) the  
11 Enhancement Payment; and (iv) Settlement Administration Costs. Class Counsel will be  
12 responsible for drafting all documents necessary to obtain final approval. Class Counsel will also  
13 be responsible for drafting the attorneys' fees and costs application to be heard at the Final  
14 Approval Hearing.

15 37. Entry of Judgment and Continued Jurisdiction of the Court. Concurrent with the  
16 Motion for Final Approval, the Parties shall also jointly seek the entry of Judgment consistent  
17 with the terms of this Agreement. After entry of the Judgment, the Court shall have continuing  
18 jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms  
19 of the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters as  
20 may be appropriate under court rules or as set forth in this Agreement.

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

24 39. Confidentiality Preceding Preliminary Approval. The Parties and their counsel  
25 agree that they will not issue any press releases, initiate any contact with the press, respond to  
26 any press inquiry, post information on any social media or website, or have any communication  
27 with the press about the fact, amount, or terms of the Settlement.

28 40. Entire Agreement. This Agreement and any attached Exhibits constitute the

1 entirety of the Parties' Settlement terms. No other prior or contemporaneous written or oral  
2 negotiations or agreements may be deemed binding on the Parties.

3 41. Disputes Regarding Language of Final Settlement Agreement. If the Parties have  
4 a dispute with regard to the language of the Agreement, the Parties agree to attempt to informally  
5 resolve the dispute by engaging Jeff Ross to mediate such dispute.

6 42. Amendment or Modification. This Agreement may be amended or modified only  
7 by a written instrument signed by the Parties or their successors-in-interest.

8 43. Authorization to Enter into Agreement. Counsel for all Parties warrant and  
9 represent they are expressly authorized by the Parties whom they represent to negotiate this  
10 Agreement and to take all appropriate actions required or permitted to be taken by the Parties  
11 pursuant to this Agreement to effectuate its terms and to execute any other documents required to  
12 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each  
13 other and use their best and good-faith efforts to effect the implementation of the Settlement. If  
14 the Parties are unable to reach agreement on the form or content of any document needed to  
15 implement the Settlement, or on any supplemental provisions that may become necessary to  
16 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve  
17 such disagreement.

18 44. Binding on Successors and Assigns. This Agreement shall be binding upon, and  
19 inure to the benefit of, the successors, heirs, or assigns of the Parties hereto, as previously  
20 defined.

21 45. California Law Governs. All terms of this Agreement and Exhibits hereto shall be  
22 governed by and interpreted according to the laws of the State of California.

23 46. Execution and Counterparts. This Agreement is subject only to the execution of  
24 all Parties. However, the Agreement may be executed in one or more counterparts. All executed  
25 counterparts and each of them, including facsimile and scanned copies of the signature page,  
26 shall be deemed to be one and the same instrument provided that counsel for the Parties shall  
27 exchange among themselves original signed counterparts.

28 47. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe

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

7 48. Invalidity of Any Provision. Before declaring any provision of this Agreement  
8 invalid, the Court shall first attempt to construe the provision as valid to the fullest extent  
9 possible consistent with applicable precedents so as to define all provisions of this Agreement  
10 valid and enforceable. Any invalid, illegal, or unenforceable provision determined by the Court  
11 shall in no way affect any other provision if Defendants and Class Counsel, on behalf of the  
12 Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal,  
13 or unenforceable provision had never been included in this Agreement.

14 49. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however,  
15 that Plaintiff or Class Counsel may appeal any reduction in the Class Counsel's Award below the  
16 amount Class Counsel requests, and either Party may appeal any order that materially alters the  
17 Agreement's terms.

18 50. Class Action Certification. The Parties are agreeing to class certification for  
19 settlement purposes only. This Agreement shall not constitute, in this or any other proceeding, an  
20 admission of any kind by Defendants, including without limitation, that a joint employment  
21 relationship exists between any of the Released Parties, that certification of a class for trial or  
22 any other purpose is appropriate or proper, or that Plaintiff or any Class Member can establish  
23 any of the requisite elements for class treatment of any of the claims in this Action. If, for any  
24 reason, the Settlement is not finally approved, this Agreement will be void and the Parties will be  
25 restored to their respective positions in the lawsuit as if they had not entered into this Agreement.  
26 The Parties further agree that this Agreement or any documents or orders issued related to this  
27 Settlement will not be admissible, other than according to the Settlement's terms, in this or any  
28 other proceeding as evidence that either: (i) a class action should be certified, or (ii) Defendants

1 are liable to Plaintiff or any Class Member.

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

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

22       53.     Waiver. No waiver of any condition or covenant contained in this Agreement or  
23 failure to exercise a right or remedy by any of the Parties hereto shall be considered to imply or  
24 constitute a further waiver by such Party of the same or any other condition, covenant, right, or  
25 remedy.

26       54.     Enforcement Actions. In the event that one or more of the Parties institutes any  
27 legal action or other proceeding against any other Party or Parties to enforce the provisions of  
28 this Settlement, or to declare rights and/or obligations under this Settlement, the prevailing Party

1 or Parties shall be entitled to recover from the non-prevailing Party or Parties reasonable  
2 attorneys' fees and costs, including expert witness fees incurred in connection with any  
3 enforcement actions.

4 55. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms  
5 and conditions of this Agreement. Accordingly, this Agreement shall not be construed more  
6 strictly against one Party than another merely by virtue of the fact that it may have been prepared  
7 by counsel for one of the Parties, it being recognized that, because of the arm's-length  
8 negotiations between the Parties, all Parties have contributed to the preparation of this  
9 Agreement.

10 56. Representation by Counsel. The Parties acknowledge that they have been  
11 represented by counsel throughout all negotiations that preceded the execution of this  
12 Agreement, and that this Agreement has been executed with the consent and advice of counsel.  
13 Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the  
14 Agreement.

15 57. Cooperation and Execution of Necessary Documents. All Parties shall cooperate  
16 in good faith and execute all documents to the extent reasonably necessary to effectuate the  
17 terms of this Agreement.

18 58. Binding Agreement. The Parties warrant that they understand and have full  
19 authority to enter into this Agreement, and further intend that this Agreement shall be fully  
20 enforceable and binding on all Parties, and agree that it shall be admissible and subject to  
21 disclosure in any proceeding to enforce its terms.

22 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this  
23 Joint Stipulation of Class Action Settlement Between Plaintiff and Defendants as of the date(s)  
24 set forth below:

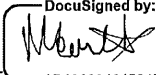
25 **SIGNATURES**

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27 **READ CAREFULLY BEFORE SIGNING**

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DATED: 3/19/2021 \_\_\_\_\_

**PLAINTIFF MARCEL HENDERSON**

DocuSigned by:  
  
0B48863404564EC...  
Plaintiff Marcel Henderson


DATED: \_\_\_\_\_

**DEFENDANT SSP AMERICA, INC.**

  
\_\_\_\_\_  
Michael Suragdis  
Please Print Name of Authorized Signatory

DATED: \_\_\_\_\_

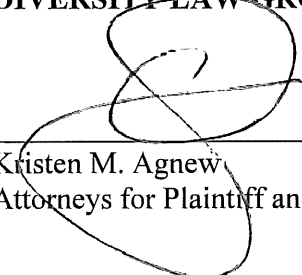
**DEFENDANT SSP AMERICA SMF, LLC**

  
\_\_\_\_\_  
Michael Suragdis  
Please Print Name of Authorized Signatory

**APPROVED AS TO FORM**

DATED: March 19, 2021 \_\_\_\_\_

**DIVERSITY LAW GROUP, P.C.**

  
\_\_\_\_\_  
Kristen M. Agnew  
Attorneys for Plaintiff and the Class



1 DATED: 3.19.21

**POLARIS LAW GROUP, P.C.**



2  
3  
4 William L. Marder  
Attorneys for Plaintiff and the Class

5  
6  
7  
8 DATED: 4/12/21

**LITTLER MENDELSON, P.C.**

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11 Benjamin Webster  
12 Attorneys for Defendants  
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# EXHIBIT A

**Marcel Henderson v. SSP America, Inc. and SSP America SMF, LLC**

Superior Court of California, County of Sacramento

(Case No. 34-2019-00250111)

**NOTICE OF CLASS-ACTION SETTLEMENT (“NOTICE”)**

**IF YOU ARE A CURRENT OR FORMER EMPLOYEE OF SSP AMERICA, INC., SSP AMERICA SMF, LLC, SSP AMERICA SAN, LLC, SSP AMERICA LAX, LLC AND/OR SSP AMERICA SFO, LLC IN THE STATE OF CALIFORNIA AND WERE PAID WAGES VIA DIRECT DEPOSIT, DURING THE PERIOD OF FEBRUARY 6, 2018 THROUGH FEBRUARY 8, 2019, YOU MAY BE ABLE TO COLLECT MONEY FROM A CLASS ACTION SETTLEMENT.**

*The Sacramento County Superior Court (“Court”) authorized this Notice to be sent by Phoenix Class Action Administration Solutions (“Settlement Administrator”). This is not an advertisement. This is not a solicitation from a lawyer.*

**DEFENDANTS CANNOT AND WILL NOT RETALIATE AGAINST YOU IN ANY WAY FOR PARTICIPATING IN THIS SETTLEMENT.**

«BarcodeString»

SIMID «SIMID»

**ATTN:** «FirstName» «LastName»

«Address1» «Address2»

«City» «Abbrev» «Zip»

**YOU ARE ESTIMATED TO RECEIVE APPROXIMATELY**

**\$«MERGED\_EstSettAmnt\_CALC»**

**THROUGH THIS CLASS ACTION SETTLEMENT**

- Marcel Henderson (“Named Plaintiff”), has sued SSP America, Inc. and SSP America SMF, LLC (“Defendants”) on behalf of himself and all other similarly situated employees.
- The parties to the lawsuit have reached a tentative settlement, and the Court has preliminarily approved it.
- The settlement resolves the lawsuit.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT**

**You Can DO NOTHING**

**You will receive a payment from the settlement.** If you do nothing, you continue your participation in this lawsuit, and you will be impacted by the outcome of this case. You will receive a settlement payment; however, you will **lose** any rights to sue Defendants separately for the same legal claims made in the lawsuit. The estimated amount of your settlement payment is shown above. To receive your settlement payment, all you need to do is keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file for you.

|  |  |
|--|--|
| <p><b>You Can ASK TO BE EXCLUDED FROM THE SETTLEMENT</b><br/>(Deadline: _____, 2021)</p> | <p>If you ask to be excluded from the settlement, you will get no payment from the class settlement, but you will keep any rights to sue Defendants separately for the same legal claims made in this lawsuit. <b>Important: You cannot ask to be excluded <u>and</u> still get a class settlement payment.</b></p>                              |
| <p><b>You Can OBJECT TO THE SETTLEMENT</b><br/>(Deadline: _____, 2021)</p>               | <p>If you do not like the settlement, you can send a written objection to the Settlement Administrator by the deadline. If your objection is overruled, you will still be bound by the terms of the settlement and will receive a settlement payment. <b>Important: If you object to the settlement, you cannot also ask to be excluded.</b></p> |

**THESE RIGHTS AND OPTIONS—AND THE DEADLINES TO EXERCISE THEM—ARE EXPLAINED IN THIS NOTICE.**

The Court is in charge of this lawsuit and still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals, if any, are resolved. **Please be patient.**

**1. Why Should You Read This Notice?**

You should read this Notice because you may be entitled to money from a class action settlement.

**2. What Is This Lawsuit About?**

In the lawsuit, the Named Plaintiff claimed that Defendants failed to provide accurate itemized wage statements to Class Members, in violation of California Labor Code section 226(a). Specifically, Plaintiff alleges that the electronic wage statements did not identify the inclusive dates of the pay period. Defendants deny the allegations in the lawsuit and denies it has engaged in any wrongdoing. Defendants assert that they complied with all legal requirements, but is resolving this action in order to avoid the costs of further legal proceedings.

**3. Why Is This A Class Action?**

This lawsuit is a class action. In a class action, one or more persons, called a class representative (in this case, Marcel Henderson), sue on behalf of people who allegedly have similar claims. All these people are a class or class members. One case resolves the issues for all class members, except for those who exclude themselves from the class. The Sacramento County Superior Court is in charge of the case. The lawsuit is known as *Marcel Henderson v. SSP America, Inc. and SSP America SMF, LLC*, Case No. 34-2019-00250111.

**4. Why Is There A Settlement?**

The Court did not decide in favor of Named Plaintiff or Defendants. Named Plaintiff thinks he could have won at trial. Defendants thinks that they would have won at trial. But there was no trial. Instead, both parties agreed to a settlement. That way, they avoid the cost of litigation, and the individuals potentially affected will get compensation. The class representative and the attorneys think the settlement is best for class members.

**5. How Do I Know If I Am Part Of The Settlement?**

The Court has decided that any current or former exempt or non-exempt employee of SSP America, Inc., SSP America SMF, LLC, SSP America SAN, LLC, SSP America LAX, LLC and SSP America SFO, LLC in the State of California who received the payment of wages via direct deposit on one or more occasions at any time between February 6, 2018 through February 8, 2019 (the "Class Period"), is a class member.

6. What Does The Settlement Provide?

The proposed settlement provides for a payment by Defendants of \$343,280.00 to fully and finally resolve all claims in the lawsuit (referred to as the "Maximum Settlement Amount"). The total amount to be distributed to class members who can be located, and who do not exclude themselves from the settlement, will be the value of the Maximum Settlement Amount after deducting the following (the "Net Settlement Amount"): (a) settlement-administration costs not to exceed \$14,750.00; (b) class-representative service award to Named Plaintiff not to exceed \$10,000.00 for his work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable); (c) Class Counsel's attorneys' fees not to exceed \$120,148.00; (d) Class Counsel's actual litigation costs and expenses as supported by declaration not to exceed \$25,000.00; and (f) payment of \$15,000.00 to the Labor and Workforce Development Agency. **Class Counsel's attorneys' fees and costs, and Named Plaintiff's class-representative service award, remain subject to Court approval.**

No portion of the Net Settlement Amount will be returned to Defendants under any circumstances.

7. How Much Will My Payment Be?

Your estimated share of the settlement is shown above and is based on the number of electronic wage statements reflecting the payment of wages you received from Defendants during the period of December 21, 2017 through February 8, 2019, as compared to the total number of electronic wage statements received by all class members in that same period. Based upon Defendants' records, the number of electronic wage statements you received is determined to be \*\*. If this information appears correct, you do not need to do anything further to receive your settlement payment. If you disagree with the number of wage statements with payment for wages, see below (Question 9).

8. How Do I Get A Payment?

To qualify for payment, you need not do anything. The Settlement Administrator will mail you a check within about forty-five days after the Court enters a judgment based on this settlement, but possibly later depending on whether there is any appeal of the judgment entered by the Court.

9. What If I Believe The Information Is Inaccurate?

If you believe the number of electronic wage statements you received that included payment for wages during the period of December 21, 2017 through February 8, 2019 is inaccurate, you may dispute it by sending a letter to [REDACTED] [ADMINISTRATOR'S ADDRESS] no later than \_\_\_\_\_, 2021. Be sure to include your name, address, telephone number, last four digits of your Social Security Number, and a statement as to what and why you are disputing. Also attach a copy of any documentation you want to include to support your dispute.

10. What Am I Giving Up To Get A Settlement Payment?

Unless you request to be excluded from the settlement, you remain a part of the settlement class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against Defendants for any legal claims that are based on the facts alleged by Named Plaintiff in the lawsuit, or any claims that could have been brought under the facts and allegations made in the lawsuit. Specifically, you will be giving up or “releasing” the claims described below:

**Release of Claims:** After the effective date of the settlement, each class member who has not submitted a timely and valid request to be excluded from the settlement will be bound by the approval and judgment, and will thereby release, SSP America, Inc. and SSP America SMF, LLC, as well as SSP America LAX, LLC, SSP America SAN, LLC, SSP America SFO, LLC, and Defendants’ affiliates, parents, and each of their company sponsored employee benefit plans, and their respective successors and predecessors in interest, all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and each of their past, present and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, attorneys, accountants, auditors, consultants, attorneys, insurers and reinsurers (“Released Parties”) from the following:

- a) All claims, including penalties, costs and attorneys’ fees related thereto, that could have been brought under the facts and allegations made in the operative First Amended Complaint, including claims for violation of Labor Code section 226, that accrued during the Class Period [February 6, 2018 through February 8, 2019]; and
- b) all claims for penalties under the California Private Attorneys’ General Act, including costs and attorneys’ fees related thereto, predicated on the violation of Labor Code section 226 that accrued during the PAGA Period [December 21, 2017 through February 8, 2019].

#### 11. How Do I Exclude Myself From The Settlement?

To exclude yourself from the settlement (also referred to as “opt-out”), you must mail a letter to the Settlement Administrator saying that you want to be excluded from the *Marcel Henderson v. SSP America, Inc. and SSP America SMF, LLC* settlement.

Be sure to include your name, address, telephone number, last four digits of your Social Security Number, and your signature. You must mail your exclusion letter postmarked no later than \_\_\_\_\_, 2021, to the Settlement Administrator at \*\*\*\*\*.

If you submit a timely and valid “opt-out” request, you will no longer be a member of the class and you will not receive any money from the class portion of the settlement, or be able to object to the settlement, but you will not be legally bound by anything that happens regarding the class action portion of this lawsuit. You will keep any rights to sue (or continue to sue) Defendants in the future for the same legal claims made in this lawsuit, at your own expense.

#### 12. If I Don’t Exclude Myself, Can I Sue Defendants Or Get Money From The Settlement?

If you do not exclude yourself from the settlement, you cannot sue Defendants for any of the claims that this settlement resolves. If you have a pending lawsuit against Defendants, speak to your lawyer in that case immediately. You may have to exclude yourself from this case to continue on with your own lawsuit. Remember, the exclusion deadline is \_\_\_\_\_, 2021.

If you exclude yourself from the Settlement, you will not receive any money from the settlement of the class

action claims in this matter.

### 13. How Do I Tell The Court That I Don't Believe That The Settlement Is Fair?

If you are a class member and you do not exclude yourself from the settlement, you can object to the settlement if you believe that the settlement is unfair or inadequate. You can give reasons why you think the Court should not approve the settlement. If you object and follow the procedures set out in this section, your objection will be considered.

If you decide to object to the proposed settlement, you must do so in writing. Upon the submission of your objection, you may then also appear at the final approval hearing for the settlement (see section 17 below for details as to when this hearing will take place), either in person or through an attorney at your own expense.

All objections must be signed by you and must include: (1) your full name, address, and telephone number; (2) a written statement of the basis for your objection; and (3) any copies of papers, briefs, or documents upon which the objection is based. You must mail your objection postmarked no later than \_\_\_\_\_, 2021, to the Settlement Administrator at \*\*\*\*\*.

### 14. What Is 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, on the other hand, is telling the Court that you don't want to be part of the class. If you exclude yourself, you have no basis to object because the case no longer affects you. However, if you file an objection, you will still receive settlement benefits under the settlement if it is approved by the Court.

### 15. Do I Have A Lawyer In This Case?

The Court decided that the law firms of Diversity Law Group and Polaris Law Group, both of which represent the Named Plaintiff, are also qualified to represent you and all class members. You will not be charged for these lawyers. These law firms are referred to as "Class Counsel." If you want to be represented by your own lawyer, you may hire one at your own expense.

### 16. How Will The Attorneys For The Class And The Class Representative Be Paid?

The attorneys for the Named Plaintiff and the class will be paid from the Maximum Settlement Amount. Class Counsel will ask for up to \$120,148.00 in attorneys' fees and for actual litigation costs incurred up to a maximum of \$25,000.00, the actual amount of which will be determined by the Court at the final approval hearing (see section 17 below for details as to when this hearing will take place). Class members (like you) do not have to pay the fees and costs of Class Counsel. **If you elect, however, to hire your own lawyer, you have to make your own arrangements to compensate your lawyer.**

If approved by the Court, a service payment for the Named Plaintiff of an amount up to \$10,000.00 will be paid from the Maximum Settlement Amount for his work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable).

### 17. Notice Of Hearing On Final Approval And Objections To Class-Action Settlement.

The Court has preliminarily approved the settlement and will hold a final approval hearing to decide whether to give final approval to the settlement. This hearing will be held before the Honorable Emily E. Vasquez on \_\_\_\_\_, 2021, at \_\_\_\_ a.m., in Department 32 of the Superior Court of California for the County of Sacramento, located at 720 9th Street, Sacramento CA 95814, to determine whether the proposed settlement is fair, reasonable, and adequate, and whether it should be finally approved by the Court. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take. The final approval hearing may be continued without further notice. The Court may adjourn or continue the hearing from time to time, without further notification, as the Court may direct.

Once final approval is granted by the Court, the Court will enter judgment against Defendants, and all class members who have not requested exclusion will be deemed to have waived the Released Claims set forth above.

**18. How Do I Get More Information?**

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by contacting Class Counsel.

**19. What Is The Contact Information For The Court and Class Counsel?**

The addresses for the Court and Class Counsel are as follows:

| COURT   | CLASS COUNSEL   |
|---|---|
| <p style="text-align: center;">Clerk of Court<br/>Sacramento County Superior<br/>Court<br/>720 9th Street<br/>Sacramento CA 95814</p> | <p style="text-align: center;">DIVERSITY LAW GROUP, P.C.<br/>Larry W. Lee<br/>Kristen M. Agnew<br/>Nicholas Rosenthal<br/>515 South Figueroa Street<br/>Suite 1250<br/>Los Angeles, California 90071<br/>Telephone: (213) 488-6555<br/>Facsimile: (213) 488-6554</p> <p style="text-align: center;">POLARIS LAW GROUP<br/>William L. Marder<br/>501 San Benito Street<br/>Suite 200<br/>Hollister, California 95023<br/>Telephone: (831) 531-4214<br/>Facsimile: (831) 634-0333</p> |

**WHAT IF I HAVE QUESTIONS?**

**If you have any questions about the settlement, you may contact the Settlement Administrator:**

*Marcel Henderson v. SSP America, Inc. and SSP America SMF*  
c/o Phoenix Class Action Administration Solutions  
Address

**QUESTIONS? CALL TOLL FREE 1-800-\_\_\_\_\_**



City, CA, Zip  
Toll-Free Phone Number: [insert]

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE COURT CLERK FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.