

JOINT STIPULATION AND SETTLEMENT AGREEMENT

Subject to final approval by the Court, this settlement agreement is made between Plaintiff David Baird (hereinafter "Plaintiff Baird") on behalf of himself and the Class and Defendant Safe Haven Security Services, Inc. (hereinafter "Defendant" or "Safe Haven") (collectively Plaintiff and Defendant are referred to in this Agreement as the "Parties"). This agreement is intended to settle the case entitled *David Baird v. Safe Haven Security Services, Inc.* (San Bernardino County Superior Court, Case No. CIVDS1924470).

I. DEFINITIONS

In addition to the other terms defined in this agreement, the terms below have the following meaning:

1. **Action**: The action pending in the San Bernardino County Superior Court, designated with Case No. CIVDS1924470.
2. **Administration Costs**: The costs incurred by the Settlement Administrator to administer this Settlement, which shall not exceed \$12,000. All Administration Costs shall be paid from the Gross Settlement Amount. If the actual administration costs are less than the amount allocated in this agreement, or if the Court awards less than the amount requested, the difference in the amount allocated in this agreement and the amount awarded by the Court will become part of the Net Settlement Amount for distribution to Participating Class Members.
3. **Agreement, Settlement Agreement, Joint Stipulation, or Settlement**: The settlement agreement reflected in this document, titled "Joint Stipulation and Settlement Agreement."
4. **Attorneys Fee Award**: The amount of attorneys' fees approved of by the Court and awarded to Class Counsel. This amount shall not exceed three-three and one-third percent (33 1/3%) of the Gross Settlement Amount. Three-three and one-third percent (33 1/3%) of the Gross Settlement Amount is \$258,307. The Attorneys Fee Award shall be paid from the Gross Settlement Amount. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
5. **Class**: All current and former non-exempt security technicians/installers who worked for Defendant in California at any time during the period from August 16, 2015 through December 18, 2020.
6. **Class Counsel**: David Mara and Jill Vecchi of Mara Law Firm, PC.

7. **Class Data**: The electronic database Defendant shall deliver to the Settlement Administrator which will list the following information for each Class Member: (1) first and last name; (2) last known mailing address; (3) last known telephone number; (4) last known email address; (5) social security number; (6) hire and termination dates; and (7) the total number of weeks during which the Class Member performed actual work during the Class Period. The Class Data shall be based on Defendant's payroll, personnel, and other business records.
8. **Class Member**: Each person eligible to participate in this Settlement who is a member of the Class as defined above.
9. **Class Notices**: The Notice of Class Action Settlement, substantially similar to the form attached hereto as **Exhibit A**, subject to Court approval.
10. **Class Period**: August 16, 2015 through December 18, 2020.
11. **Class Representative or Plaintiff**: David Baird.
12. **Class Representative Enhancement Payment**: The amount the Court awards to Plaintiff, which will not exceed \$7,500. This payment shall be paid from the Gross Settlement Amount. This payment is being offered in consideration for Plaintiff executing a general release of claims against Defendant, a release that is broader than any Participating Class Member will provide in consideration for a settlement share. This payment is also offered in consideration for the Plaintiff's actions in conferring a benefit upon the State of California and the Class, and the time and effort Plaintiff put into pursuing the litigation. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
13. **Cost Award**: The amount that the Court orders Defendant to pay Class Counsel for payment of actual litigation costs, which shall not exceed \$30,000. The Cost Award will be paid from the Gross Settlement Amount and will not be opposed by Defendant. The Cost Award is subject to Court approval. If the actual costs incurred are less than the amount allocated in this Agreement, or if the Court awards less than the amount requested, the difference in the amount allocated in this Agreement and the amount awarded by the Court will become part of the Net Settlement Amount for distribution to Participating Class Members.
14. **Counsel for Defendant**: Robert J. Hingula of Polsinelli, PC and Alexander Polishuk of Polsinelli, LLP.
15. **Court**: The San Bernardino County Superior Court.
16. **Cy Pres Beneficiary**: The United Way, which is a non-profit organization that supports projects that benefit employees and applicants throughout the State of

California. The Parties agree that designating The United Way as the Cy Pres Beneficiary will “further the purposes of the underlying class proceedings in this action and will promote justice for all Californians.”

17. **Defendant:** Safe Haven Security Services, Inc.
18. **Disbursement of the Settlement:** The date on which the Settlement Administrator shall disburse the Gross Settlement Amount as indicated herein. Under the terms of this Settlement Agreement, within ten (10) calendar days of Defendant funding the Gross Settlement Amount, the Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Attorneys Fee Award and Cost Award to Class Counsel for attorneys’ fees and costs, as approved by the Court; (3) the Class Representative Enhancement Payment paid to the Class Representative, as approved by the Court; (4) the Administration Costs, as approved by the Court; and (5) the PAGA Payment to the LWDA and Participating Class Members, as approved by the Court.
19. **Effective Final Settlement Date:** The effective date of this Settlement will be when the final approval of the settlement can no longer be appealed, or, if there are no objectors and no plaintiffs in intervention at the time the court grants final approval of the settlement, the date the court enters judgment granting final approval of the settlement.
20. **Employer Taxes:** Defendant’s portion of payroll taxes as the Class Members’ current or former employer (including the employer’s payment of applicable FICA, FUTA, and SUI contributions, etc.) owed to the appropriate local, state, and federal taxing authorities. Defendant will pay its portion of payroll taxes separate and apart from the Gross Settlement Amount.
21. **Final Judgment or Final Approval:** The final order entered by the Court approving this Agreement.
22. **First Amended Complaint:** As part of the Joint Stipulation, at or before Plaintiff files a motion for preliminary approval, Plaintiff will file a First Amended Complaint to add in a cause of action for violations of the PAGA. Plaintiff will request the Court deem the First Amended Complaint filed and/or seek leave to file the First Amended Complaint prior to the preliminary approval hearing. The First Amended Complaint is attached hereto as **Exhibit B**.
23. **Funding of Settlement:** Defendant shall wire to the Settlement Administrator the Gross Settlement Amount no later than ten (10) business days of the Effective Final Settlement Date.

24. **Gross Settlement Amount or GSA:** The total value of the Settlement is a non-reversionary \$775,000. This is the gross amount Defendant can be required to pay under this Settlement Agreement, with the exception of its obligation to pay Employer Taxes. The Gross Settlement Amount includes without limitation: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Attorneys Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative Enhancement Payment paid to the Class Representative, as approved by the Court; (4) the Administration Costs, as approved by the Court; and (5) the PAGA Payment to the LWDA, as approved by the Court. Defendant's portion of payroll taxes as the Class Members' current or former employer will be paid outside of and in addition to the Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendant for any reason.
25. **Individual Settlement Share(s):** The amount payable to each Participating Class Member under the terms of this Settlement Agreement. Class Members are not required to submit a claim form to receive their Individual Settlement Shares pursuant to this Agreement. Rather, Participating Class Members will receive an Individual Settlement Share automatically, without the return of a claim form.
26. **LWDA:** California Labor and Workforce Development Agency.
27. **Net Settlement Amount or NSA:** The total amount of money available for payout to Participating Class Members, which is the GSA less the Attorneys Fee Award, Cost Award, Class Representative Enhancement Payment, the PAGA Payment, Administration Costs, and payment to the LWDA. In other words, the NSA is the portion of the GSA that will be distributed to Participating Class Members. The payment of employee-side taxes on the portion of the settlement shares earmarked as wages shall be paid out of the Net Settlement Amount. Thus, the Individual Settlement Shares that are paid out of the Net Settlement Amount shall be reduced by the employee's tax liability for the share.
28. **PAGA:** The California Labor Code Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698 *et seq.*).
29. **PAGA Payment:** The PAGA Payment consists of \$40,000 of the Gross Settlement Amount allocated to satisfy the PAGA penalties claim. Seventy-five percent (75%) of the PAGA Payment (\$30,000) shall be paid to the LWDA, and twenty-five percent (25%) (\$10,000) of the PAGA Payment shall be added to the Net Settlement Amount for distribution to Participating Class Members.
30. **Participating Class Members:** All Class Members who do not submit a valid and timely request to exclude themselves from this Settlement.

31. **Parties**: Plaintiff David Baird, as an individual and as Class Representative, and Defendant Safe Haven Security Services, Inc.
32. **Preliminary Approval or Preliminary Approval Order**: The Court's order preliminarily approving the Class Settlement.
33. **Released Claims**: Participating Class Members will release all claims that were pled or that could have been pled based on the factual allegations contained in the complaint on file in the Action. The release will be as to the Released Parties. The release shall be for the Class Period.
34. **Released Parties**: Defendant and its past, present and/or future, direct and/or indirect, officers, directors, employees, representatives, administrators, attorneys, agents, parent companies, subsidiaries and affiliated corporations and entities, consultants, shareholders, joint ventures, predecessors, successors, and/or assigns.
35. **Response Deadline**: Sixty (60) calendar days from the initial mailing of the Class Notices.
36. **Settlement Administration**: The Settlement Administrator will conduct a skip trace for the address of all former employee Class Members. The Settlement Administrator will mail the Class Notices by first class U.S. mail to all Class Members at the address Defendant has on file for those Class Members to all former employee Class Members at the address resulting from the skip trace. The Settlement Administrator will also email the Class Notices to all Class Members at the email address Defendant has on file for those Class Members. The Class Notices will inform Class Members that they have until the Response Deadline to either object to the Settlement or to opt-out of the Settlement. Any Class Member who does not receive notice after the steps outlined above have been taken will still be bound by the Settlement and/or judgment.
37. **Settlement Administrator**: The third party administrator agreed upon by Parties to administer this Settlement is Phoenix Settlement Administrators.

II. **RECITALS**

38. The Class Action was filed by Plaintiff David Baird in the San Bernardino County Superior Court on August 16, 2019 (Case No. CIVDS1924470). The complaint alleged the following causes of action against Defendant: (1) failure to pay all straight time wages; (2) failure to pay all overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) knowing and intentional failure to comply with itemized employee wage statement provisions; (6) failure to pay all wages at the time of termination of employment; (7) failure to reimburse/illegal deductions; and (8) violation of

Unfair Competition Law. The Action was brought on behalf Plaintiff and those similarly situated non-exempt security technicians/installers.

39. Plaintiff provided notice to the LWDA pursuant to the PAGA on August 16, 2019.
40. As part of this Settlement, Plaintiff will file a First Amended Complaint adding a cause of action pursuant to the PAGA.
41. The Parties engaged in informal discovery. This discovery led to Defendant producing nearly 7,000 pages of documents. These documents included a sampling of class time and wage records. In addition, on October 26, 2020, Plaintiff took the depositions of two of Defendant's Person Most Qualified witnesses.
42. The Parties attended mediation with mediator Mark Rudy on December 15, 2020. This mediation resulted in Mr. Rudy issuing a mediator's proposal. Mr. Rudy's proposal was ultimately accepted by the Parties.
43. **Benefits of Settlement to Class Members.** Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to continue the litigation against Defendant through trial and through any possible appeals. Plaintiff and Class Counsel also have taken into account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel have conducted extensive settlement negotiations. Based on the foregoing, Plaintiff and Class Counsel believe the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members.
44. **Defendant's Reasons for Settlement.** Defendant recognizes that the defense of this litigation will be protracted and expensive. Substantial amounts of time, energy, and resources of Defendant have been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiff. Defendant, therefore, has agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Claims.
45. **Defendant's Denial of Wrongdoing.** Defendant generally and specifically denies any and all liability or wrongdoing of any sort with regard to any of the claims alleged, makes no concessions or admissions of liability of any sort, and contends that for any purpose other than settlement, the Action is not appropriate for class treatment. Defendant asserts a number of defenses to the claims, and has denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Action. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission,

concession, or indication by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. There has been no final determination by any court as to the merits of the claims asserted by Plaintiff against Defendant or as to whether a class or classes should be certified, other than for settlement purposes only.

46. **Plaintiff's Claims.** Plaintiff asserts that Defendant's defenses are without merit. Neither this Agreement nor any documents referred to or contemplated herein, nor any action taken to carry out this Agreement is, may be construed as, or may be used as an admission, concession or indication by or against Plaintiffs, Class Members, or Class Counsel as to the merits of any claims or defenses asserted, or lack thereof, in the Action. However, in the event that this Settlement is finally approved by the Court, the Plaintiffs, Class Members, and Class Counsel will not oppose Defendant's efforts to use this Agreement to prove that Plaintiffs and Class Members have resolved and are forever barred from re-litigating the Released Claims.

III. SETTLEMENT TERMS AND CONDITIONS

47. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the maximum Gross Settlement Amount, that Defendant is obligated to pay under this Settlement Agreement is \$775,000. The Gross Settlement Amount includes, but is not limited to: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Attorneys Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative Enhancement Payment paid to the Class Representative, as approved by the Court; (4) the Administration Costs, as approved by the Court; and (5) the PAGA Payment, as approved by the Court. Defendant's portion of payroll taxes as the Class Members' current or former employer will be paid outside of and in addition to the Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendant for any reason.
48. **Class Certification.** Solely for the purposes of this Settlement, the Parties stipulate and agree to certification of the claims asserted on behalf of Class Members. As such, the Parties stipulate and agree that in order for this Settlement to occur, the Court must certify the Class as defined in this Agreement.
49. **Conditional Nature of Stipulation for Certification.** The Parties stipulate and agree to the certification of the claims asserted on behalf of Plaintiff and Class Members for purposes of this Settlement only. If the Settlement does not become effective, the fact that the Parties were willing to stipulate to certification as part of the Settlement shall not be admissible or used in any way in connection with, the question of whether the Court should certify any claims in a non-settlement context in this Action or in any other lawsuit. If the

Settlement does not become effective, Defendant reserves the right to contest any issues relating to class certification and liability.

50. **Appointment of Class Representative.** Solely for the purposes of this Settlement, the Parties stipulate and agree Plaintiff David Baird shall be appointed as representative for the Class.
51. **Appointment of Class Counsel.** Solely for the purpose of this Settlement, the Parties stipulate and agree that the Court appoint Class Counsel to represent the Class.
52. **Individual Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Settlement Share from the Net Settlement Amount to each Participating Class Member.

A. Calculation.

- i. **Individual Settlement Share Calculation.** Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to (i) the number of weeks he or she worked for Defendant in California, in an hourly, non-exempt position, based on the Class Data provided by Defendant, divided by (ii) the total number of weeks worked by all Participating Class Members based on the same Class Data, which is then multiplied by the Net Settlement Amount. One day worked in a given week will be credited as a work week for purposes of this calculation. Therefore, the value of each Class Member's Individual Settlement Share ties directly to the amount of weeks that he or she worked.
- ii. **Number of Workweeks.** Based on the Class Data provided by Defendant to the Settlement Administrator, if it is determined that the number of workweeks for the Class Period exceeds 6,964 – which is 6,331 workweeks plus ten percent (10%) – the Gross Settlement Amount shall increase on a pro rata basis. Said differently, the Gross Settlement Amount will increase by one percent (1%) for every one percent (1%) increase in workweeks over 6,964 workweeks.

B. Tax Withholdings. Each Class Member's Individual Settlement Share will be apportioned as follows: 25% wages and 75% interest and penalties. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. Payment of all amounts will be made subject to backup withholding unless a duly executed W-9 form is received from the payee(s). The amounts paid as penalties and

interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms. Only the employee share of payroll tax withholdings shall be from each Class Member's Individual Settlement Share. The employer share of payroll tax withholdings shall be paid separate from and in addition to the Gross Settlement Amount.

C. Tax Treatment and Payment. The Parties agree that Plaintiff and the Participating Class Members who receive any payment pursuant to this Settlement shall be solely responsible for any and all individual tax obligations associated with this Settlement and shall hold Defendant harmless from any and all liability with regard thereto.

53. Constituents of Gross Settlement Amount Disbursement. Subject to the terms and conditions of this Agreement, the Settlement Administrator shall disburse the Gross Settlement Amount as directed later on herein to the following:

A. To the Named Plaintiff: In addition to his Individual Settlement Share, and subject to the Court's approval, the named Plaintiff, David Baird, will receive up to \$7,500 in consideration for providing Defendant a General Release, a release that is broader than the claims released by Participating Class Members. The Settlement Administrator will pay the Class Representative Enhancement Payment out of the Gross Settlement Amount. Payroll tax withholdings and deductions will not be taken from the Class Representative Enhancement Payment. An IRS Form 1099 will be issued to Plaintiff with respect to his Class Representative Enhancement Payment.

B. To Class Counsel. At the Final Approval Hearing, Class Counsel will apply to the Court for an Attorneys Fee Award not to exceed thirty-three and one-third (33.33%) of the GSA (which equates to \$258,307) and a Cost Award not to exceed \$30,000. The Settlement Administrator will pay the Court approved amounts for the Attorneys Fee Award and Cost Award out of the Gross Settlement Amount. The Settlement Administrator may purchase an annuity to utilize U.S. treasuries and bonds or other attorneys fee deferral vehicles for Class Counsel. Payroll tax withholding and deductions will not be taken from the Attorneys Fee Award or the Cost Award. IRS Forms 1099 will be issued to Class Counsel with respect to the Attorneys Fee Award. In the event the Court does not approve the entirety of the application for the Attorneys Fee Award and/or Cost Award, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendant nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Class Counsel for the Attorneys Fee Award and/or Cost Award, the difference shall become part of the NSA and be available for distribution to Participating Class Members.

- C. To the Responsible Tax Authorities.** The Settlement Administrator will pay the amount of the Participating Class Members' portion of normal payroll withholding taxes out of each Class Member's Individual Settlement Share. Defendant's portion of payroll taxes as the current or former employer (including the employer's payment of applicable FICA, FUTA, and SUI contributions, etc.) will be paid outside of and in addition to the GSA. The Settlement Administrator will calculate the amount of the Participating Class Members' and Defendant's portion of payroll withholding taxes and will forward the amount of the Participating Class Members' portion of normal payroll withholding taxes to the appropriate taxing authorities.
- D. To the Settlement Administrator.** The Settlement Administrator – Phoenix Settlement Administrators – will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court not to exceed \$12,000. This will be paid out of the Gross Settlement Amount. If the actual amount of Administration Costs is less than the amount estimated and/or requested, the difference shall become part of the NSA and be available for distribution to Participating Class Members.
- E. To the LWDA.** The Settlement Administrator will pay \$30,000 of the Gross Settlement Amount to the LWDA. This is 75% of the \$40,000 allocated to satisfy the PAGA penalties claim. The remaining 25% of the \$40,000 PAGA Payment (which equates to \$10,000) shall become part of the NSA and be available for distribution to Participating Class Members.
- F. To Participating Class Members.** The Settlement Administrator will pay Participating Class Members according to the Individual Settlement Share calculations set forth above. All payments to Participating Class Members shall be made from the Gross Settlement Amount.

- 54. Appointment of Settlement Administrator.** Solely for the purposes of this Settlement, the Parties stipulate and agree that Phoenix Settlement Administrators shall be retained to serve as Settlement Administrator. The Settlement Administrator shall be responsible for preparing, printing, mailing, and emailing the Class Notice to Class Members; performing skip traces and re-mailing notices to Class Members; calling Class Members with undeliverable notices to obtain accurate addresses; keeping track of any objections or requests for exclusion from Class Members; calculating any and all payroll tax deductions as required by law; calculating each Class Member's Individual Settlement Share; maintaining a website which will include settlement documents; providing weekly status reports to Defendant's Counsel and Class Counsel, which is to include updates on any objections or requests for exclusion that have been received; providing a due diligence declaration for submission to the Court prior to the Final Approval hearing; mailing and re-mailing

Individual Settlement Shares to Participating Class Members; calculating and mailing the PAGA Payment to the LWDA; distributing the Attorneys Fee Award and Cost Award to Class Counsel; printing and providing Participating Class Members and Plaintiff with W-2s and 1099 forms as required under this Agreement and applicable law; providing a due diligence declaration for submission to the Court upon the completion of the Settlement; providing any funds remaining as a result of uncashed checks to The United Way, in the amounts directed per this Settlement, including the administration of related tax reimbursements; and for such other tasks as the Parties mutually agree. The Parties each represent that they do not have any financial interest in Phoenix Settlement Administrators or otherwise have a relationship with Phoenix Settlement Administrators that could create a conflict of interest.

55. Procedure for Approving Settlement.

A. Amending the Complaint.

- i. Prior to filing Plaintiff's Motion for Preliminary Approval or at the time preliminary approval is sought, the Parties agree to stipulate to permit Plaintiff leave to file his First Amended Complaint.

B. Motion for Preliminary Approval and Conditional Certification.

- i. Plaintiff will move for an order: (1) conditionally certifying the Class for settlement purposes only; (2) granting Preliminary Approval of the Settlement; (3) setting a date for the Final Approval hearing; and (4) approving the Class Notice.
- ii. At the same time that Plaintiff files his Motion for Preliminary Approval, Plaintiff shall send a copy of the Agreement to the LWDA pursuant to the 2016 amendments to PAGA.
- iii. At the Preliminary Approval hearing, Plaintiff will appear, support the granting of the motion, and submit a proposed order granting conditional certification of the Class and Preliminary Approval of the Settlement; appointing the Class Representative, Class Counsel, and Settlement Administrator; approving the Class Notice; and setting the Final Approval hearing.
- iv. **Effect of Denial of Preliminary Approval.** Should the Court decline to conditionally certify the Class or to Preliminarily Approve all material aspects of the Settlement, the Settlement Agreement will be null and void, and the Parties will have no further obligations under it. Provided, however, that the amounts of the Attorneys Fee Award, Cost Award, Administration Costs,

and Class Representative Enhancement Payment shall be determined by the Court, and the Court's determination on these amounts shall be final and binding, and that the Court's approval or denial of any amount requested for these items are not conditions of this Settlement Agreement, and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Settlement Agreement. Any order or proceeding relating to an application for the Attorneys Fee Award, Cost Award, Administration Costs, and Class Representative Enhancement Payment shall not operate to terminate or cancel this Settlement Agreement. Nothing in this Agreement shall limit Plaintiff's or Class Counsel's ability to appeal any decision by the Court to award less than the requested Attorneys Fee Award, Cost Award, Administration Costs, and Class Representative Enhancement Payment.

C. Notice to Class Members. After the Court enters its Preliminary Approval Order, every Class Member will be provided with the Class Notice in accordance with the following procedure:

- i. Delivery of Class Data.** Within fourteen (14) calendar days after entry of the Preliminary Approval Order, Defendant shall deliver to the Settlement Administrator an electronic database, which will list the following information for each Class Member: (1) first and last name; (2) last known mailing address; (3) last known telephone number; (4) last known email address; (5) social security number; (6) hire and termination dates; and (7) the total number of weeks during which the Class Member performed actual work during the Class Period. If any or all of this information is unavailable to Defendant, Defendant will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon how to deal with the unavailable information. The Settlement Administrator will conduct a skip trace for the address of all former Defendant employee Class Members. The Class Data shall be based on Defendant's payroll, personnel, and other business records. The Settlement Administrator shall maintain the Class Data and all information contained within the Class Data as private and confidential.
- ii. Preparation of Class Notices.** Based on the information in the Class Data and the formula set forth in Paragraph 65, above, the Settlement Administrator shall promptly calculate the estimated Individual Settlement Share for every Class Member, to be included in the individualized Class Notices to be sent to that Class Member, and shall prepare and mail a spreadsheet setting forth those calculations to Class Counsel and Defense Counsel no fewer

than five (5) days before mailing the Class Notices to Class Members. The Class Notices will inform each Class Member of his/her right to do nothing, dispute the number of work weeks worked, opt out of the Settlement, or object to the Settlement. It will also inform Class Members that if they first request exclusion from the Settlement and then object, the objections would not be considered valid. In addition, if the Class Members object and then request exclusion from the Class Settlement, the Class Members would be deemed to have waived their objection.

- iii. **Mailing of Class Notices.** Within twenty (20) calendar days after receipt of the Class Data, the Settlement Administrator will mail via first-class regular U.S. Mail and email the Class Notice to all identified Class Members using the mailing and email address information provided by Defendant and the results of the skip trace performed on all former Defendant employee Class Members.
- iv. **Returned Notices.** If a Class Notice is returned because of an incorrect address, within five (5) business days from receipt of the returned notice, the Settlement Administrator will conduct a search for a more current address for the Class Member and re-mail the Class Notice to the Class Member. The Settlement Administrator will use the National Change of Address Database and skip traces to attempt to find the current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Class Notice is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail, performing address searches for all mail returned without a forwarding address, and promptly re-mailing to Class Members for whom new addresses are found.
- v. **Undeliverable Notices.** If the Settlement Administrator is unable to locate a better address through a database search or skip trace, the Settlement Administrator shall call the last known phone number provided by Defendant to attempt to obtain an accurate address. If an address is obtained, the Settlement Administrator shall promptly re-mail the Class Notice to the updated address. If the Class Notice is re-mailed, the Settlement Administrator will note for its own records the date and address of each re-mailing. If the Settlement Administrator is unable to locate an accurate address for the Class Member by telephone, the Settlement Administrator will promptly provide the contact information of the Class Member with the undeliverable Notice to Class Counsel. Class Counsel will provide this contact information to a third-

party investigator to perform a TLOxp search using the available contact information. The TLOxp search performs a “deep skiptrace” of the Class Member and will have a greater chance of locating a better address to provide the Class Member with Notice. The costs for the TLOxp searches will be considered part of the Settlement Administration costs.

vi. Weekly Status Reports. The Settlement Administrator shall provide a weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant’s Counsel of the number of Notices mailed and emailed, the number of Notices returned as undeliverable, the number of Notices re-mailed, and the number of requests for exclusion or objections received.

vii. Settlement Administrator’s Declaration. No later than fourteen (14) calendar days after the Response Deadline, or on a date mutually agreed upon by the Parties and the Settlement Administrator, the Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its compliance with its obligations under this Agreement. The declaration from the Settlement Administrator shall also be filed with the Court by Class Counsel at the same time as the final approval motion is filed. Before the Final Approval hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

D. Objections to Settlement. The Class Notice will provide that the Class Members who wish to object to the Settlement must do so in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than the Response Deadline. The timeframe to submit an objection will not be increased for returned mailings.

a. Format. Any Objections shall state: (a) the objecting person’s full name, address, and telephone number; (b) the words “Notice of Objection” or “Formal Objection;” (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) the objector may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing.

b. Notice of Intent to Appear. Class Members who timely file valid objections to the Settlement may (though are not required to) appear at the Final Approval Hearing, either in person or through the

objector's own counsel, provided the objector has first notified the Settlement Administrator by sending his/her written objections to the Settlement Administrator, postmarked no later than the Response Deadline.

E. Request for Exclusion from the Settlement (“Opt-Out”). The Class Notice will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator a written request for exclusion. The written request for exclusion must: (a) state the Class Member's name, address, telephone number, and the last four digits of the Class Member's social security number or employee identification number; (b) state the Class Member's intention to exclude themselves from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator; (d) be signed by the Class Member or his or her lawful representative; and (e) be postmarked no later than the Response Deadline.

i. Confirmation of Authenticity. If there is a question about the authenticity of a signed request for exclusion, the Settlement Administrator may demand additional proof of the Class Member's identity. Any Class Member who returns a timely, valid, and executed request for exclusion will not participate in or be bound by the Settlement and subsequent judgment and will not receive an Individual Settlement Share. A Class Member who does not complete and mail a timely request for exclusion will automatically be included in the Settlement, will receive an Individual Settlement Share, and be bound by all terms and conditions of the Settlement, if the Settlement is approved by the Court, and by the subsequent judgment, regardless of whether he or she has objected to the Settlement.

ii. Report. No later than five (5) business days after the Response Deadline, the Settlement Administrator will provide the Parties with a complete and accurate accounting of the number of Notices mailed to Class Members, the number of Notices returned as undeliverable, the number of Notices re-mailed to Class Members, the number of re-mailed Notices returned as undeliverable, the number of Class Members who objected to the Settlement and copies of their submitted objections, the number of Class Members who returned valid requests for exclusion, and the number of Class Members who returned invalid requests for exclusion.

i. Defendant's Option to Terminate. If five percent (5%) or more of the Class Members opt out of this Settlement, then Defendant has, at its sole discretion, the right to withdraw from and void this Settlement, and the Parties will revert to their positions prior to

provisional class certification under the terms of this Settlement. This option to terminate the Settlement must be exercised in writing to Class Counsel, sent by email, within ten (10) business days of Defendant or its Counsel receiving notice that the number of Class Members who have requested exclusion from the Settlement has exceeded five percent (5%) of the Class. This option must be exercised no later than fourteen (14) days after the Settlement Administrator's Report referenced in Paragraph 55(E)(ii).

- F. Class Member Disputes.** If a Class Member who receives a Class Notice wishes to dispute the number of work weeks listed on the Class Notice, the Class Member may notify the Settlement Administrator by mail or telephone no later than the Response Deadline and should produce any available supporting evidence, such as wage statements, offers of employment, termination letters, and/or other employment records, to the Settlement Administrator. The documentation should provide evidence of the dates the Class Member contends he or she worked for Defendant during the Class Period. The Settlement Administrator shall then provide the documentation provided by the Class Member to Defendant. Defendant shall review its records, the documentation provided by the Class Member, and shall provide information to the Settlement Administrator in response to any such disputed claim. Defendant's records shall be presumed to be determinative, but the Settlement Administrator shall evaluate the evidence submitted by the Class Member and make the decision as to which dates should be applied. The determination by the Settlement Administrator shall be final and binding.
- G. No Solicitation of Objection or Requests for Exclusion.** Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, request exclusion from the Settlement, or appeal from the Judgment.
- H. Settlement Website.** The Settlement Administrator shall establish a website to host documents relevant to this lawsuit and the proposed settlement, i.e., the operative complaint; Defendant's Notice of Removal to Federal Court Pursuant to 28 U.S.C. §§ 1332, 1441, and 1446; Defendant's operative answer; this Joint Stipulation and Settlement Agreement, together with its exhibits; the Class Notice; the forthcoming settlement motions; and the Court's orders on those motions.
- I. Motion for Final Approval.**
- i. Class Counsel will file unopposed motions and memorandums in support thereof for Final Approval of the Settlement and the following payments in accord with the terms of the Settlement: (1)

the Attorneys Fee Award; (2) the Cost Award; (3) Administrative Costs; (4) the Class Representative Enhancement Payment; and (5) PAGA Payment. Class Counsel will also move the Court for an order of Final Approval (and associated entry of Judgment) releasing and barring any Released Claims of the Participating Class Members.

ii. Denial or Appeal of Final Approval. If the Court does not grant Final Approval of the Settlement, or if the Court's Final Approval of the Settlement is reversed or materially modified on appellate review, then this Settlement will become null and void. If that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount or any amounts that otherwise would have been owed under this Agreement. Further, should this occur, the Parties agree they shall be equally responsible for the Settlement Administrator's Administration Costs through that date. An award by the Court of a lesser amount than sought by Plaintiff and Class Counsel for the Class Representative Enhancement Payment, Attorneys Fee Award, Cost Award, will not constitute a material modification to the Settlement within the meaning of this paragraph.

iii. Proposed Order and Judgment. Upon Final Approval of the Settlement, the Parties shall present to the Court a proposed Final Approval Order, approving of the Settlement and entering Judgment in accordance therewith. After entry of Judgment, the Court shall have continuing jurisdiction over the action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters, and (3) addressing such post-judgment matters as may be appropriate under Court rules and applicable law.

J. Waiver of Right to Appeal. Provided that the judgment is consistent with the terms and conditions of this Agreement, if Class Members do not timely object to the Settlement, then the Parties and their respective counsel waive any and all rights to appeal from the judgment, including, but not limited to, all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside judgment, and any extraordinary writ, and the judgment will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceeding, or post-judgment proceeding.

K. Vacating, Reversing, or Modifying Judgment on Appeal. If, after a notice of appeal, the reviewing Court vacates, reverses, or modifies the judgment such that there is a material modification to the Settlement

Agreement, and that Court's decision is not completely reversed and the judgment is not fully affirmed on review by a higher Court, then this Settlement will become null and void and the Parties will have no further obligations under it. A material modification would include, but not necessarily be limited to, any alteration of the Gross Settlement Amount, an alteration in the calculation of the Net Settlement Amount, and any change to the calculation of the Individual Settlement Share.

L. Disbursement of Settlement Shares and Payments. Subject to the Court finally approving the Settlement, the Settlement Administrator shall distribute funds pursuant to the terms of this Agreement and the Court's Final Approval Order and Judgment. The Settlement Administrator shall keep Defendant's Counsel and Class Counsel apprised of all distributions from the Gross Settlement Amount. The Settlement Administrator shall respond to questions from Defendant's Counsel and Class Counsel. No person shall have any claim against Defendant, Defendant's Counsel, Plaintiff, Class Counsel, or the Settlement Administrator based on the distributions and payments made in accordance with this Agreement.

- i. Funding the Settlement:** Defendant shall wire to the Settlement Administrator the Gross Settlement Amount no later than ten (10) business days of the Effective Final Settlement Date.
- ii. Disbursement:** Within ten (10) calendar days after the Defendant wires the GSA to the Settlement Administrator, the Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative Enhancement Payment paid to the Class Representative, as approved by the Court; (4) the Administration Costs, as approved by the Court; (5) the PAGA Payment to the LWDA; and (6) Defendant's portion of payroll taxes as the Class Members' current or former employer.
- iii. Qualified Settlement Fund or QSF:** The Parties agree that the QSF is intended to be a "Qualified Settlement Fund" under Section 468B of the Code and Treasury Regulations § 1.4168B-1, 26 C.F.R. § 1.468B-1 *et seq.*, and will be administered by the Settlement Administrator as such. The Parties and Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.

M. Settlement Administrator's Final Report. Within ten (10) business days after the disbursement of all funds, the Settlement Administrator will serve

on the Parties a declaration providing a final report on the disbursements of all funds. The Parties shall file this declaration with the Court. The Settlement Administrator will provide any supplemental declaration required by the Court or the Parties.

N. Uncashed Checks. Participating Class Members must cash or deposit their Individual Settlement Share checks within one hundred and eighty (180) calendar days after the checks are mailed to them.

i. Reminder Postcard. If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next ninety (90) days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced.

ii. Cy Pres. If any checks remain uncashed or not deposited by the expiration of the 90-day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, cancel the checks. All funds associated with the Individual Settlement Share checks returned as undeliverable and funds associated with those Individual Settlement Share checks remaining un-cashed, shall be transmitted by the Settlement Administrator to a cy pres beneficiary. The cy pres beneficiary selected by the Parties is The United Way. The United Way is a non-profit organization that supports projects that benefit employees and applicants throughout the State of California.

O. Defendant's Legal Fees. Defendant is responsible for paying for all of Defendant's own legal fees, costs, and expenses incurred in this Action outside of the Gross Settlement Amount.

56. Release of Claims. As of the Effective Final Settlement Date, Class Members who do not submit a timely and valid request for exclusion release the Released Parties from the Released Claims. Participating Class Members agree not to sue or otherwise make a claim against any of the Released Parties for any of the Released Claims.

57. Plaintiff's Release of Claims and General Release. As of the Effective Final Settlement Date, and in exchange for the Class Representative Enhancement Payment to the named Plaintiff in an amount not to exceed \$7,500, Plaintiff shall give the following general release of claims for himself and his respective spouse, heirs, successors and assigns, forever release the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights,

demands, costs, losses, debts, penalties and expenses of any nature whatsoever, from the beginning of time through the date of their signatures on this Agreement, known or unknown, suspected or unsuspected, whether in tort, contract, equity, or otherwise, for violation of any federal, state or local statute, rule, ordinance or regulation, including but not limited to all claims arising out of, based upon, or relating to their employment with Defendant or the remuneration for, or termination of, such employment. Plaintiff's Release of Claims also includes a waiver of California Civil Code section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

This release excludes any release of any claims not permitted to be released by law.

58. Miscellaneous Terms

- A. No Admission of Liability.** Defendant makes no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendant reserves the right to contest any issues relating to class certification and liability if the Settlement is not approved. Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in the Action, or that but for the Settlement, a Class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant of liability or wrongdoing. This Settlement and Plaintiff's and Defendant's willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with this Settlement).
- B. No Effect on Employee Benefits.** The Class Representative Enhancement Payment and/or Individual Settlement Shares paid to Plaintiff and Participating Class Members shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacation, holiday pay, retirement plans, etc.) of Plaintiff or the Participating Class Members. The Parties agree that any Class Representative Enhancement Payment and/or Individual Settlement Share paid to Plaintiff or the Participating Class Members under the terms of this Agreement do not represent any

modification of Plaintiff's or Participating Class Members' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendant. Further, any Class Representative Enhancement Payment shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Defendant.

- C. Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
- D. Authorization to Enter Into Settlement Agreement.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court, and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.
- E. Exhibits and Headings.** The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.
- F. Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval hearing to be conducted by the Court.
- G. Amendment or Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by

an express written instrument signed by counsel for all Parties or their successors-in-interest.

- H. Agreement Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.
- I. No Prior Assignment.** Plaintiffs hereby represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.
- J. Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
- K. Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
- L. No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Class Members will assume any such tax obligations or consequences that may arise from this Agreement, and that Class Members shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Class Member, such Class Member assumes all responsibility for the payment of such taxes.
- M. Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.
- N. Invalidity of Any Provision; Severability.** Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid

and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

O. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

P. Execution in Counterpart. This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile or PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: 2/19/2021

DAVID BAIRD

David Baird

Dated: _____

SAFE HAVEN SECURITY SERVICES, INC.

Name:

Title:

Dated: 2/19/2021

MARA LAW FIRM, PC

David Mara

David Mara, Esq.

Jill Vecchi, Esq.

Attorneys for Plaintiff, on behalf of himself, and all others similarly situated

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IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: _____

DAVID BAIRD

Dated: 3-11-21

SAFE HAVEN SECURITY SERVICES, INC.



Name: Josh Browne

Title: COO

Dated: _____

MARA LAW FIRM, PC

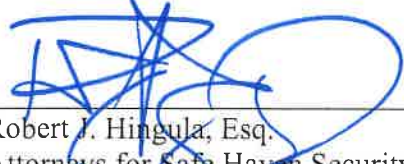
David Mara, Esq.

Jill Vecchi, Esq.

Attorneys for Plaintiff, on behalf of himself, and all others similarly situated

Dated: 3/31/2021

POLSINELLI PC



Robert J. Hingula, Esq.
Attorneys for Safe Haven Security Services, Inc.

Exhibit A

SAN BERNARDINO COUNTY SUPERIOR COURT

If you worked for Safe Haven Security Services, Inc. (“Safe Haven”) as a non-exempt security technician/installer at any time between August 16, 2015 through December 18, 2020 you could get a payment from a class action settlement.

A court authorized this notice. This is not a solicitation from a lawyer.

- A settlement will provide \$775,000 to pay for employees’ claims who worked for Safe Haven between August 16, 2015 through December 18, 2020.
- The settlement resolves a lawsuit over whether Safe Haven failed to provide employees with lawful meal and rest periods, failed to pay employees all wages owed, failed to provide lawful paychecks to employees, failed to reimburse for business expenses, and failed to pay all wages due at termination of employment.
- The settlement avoids costs and risks from continuing the lawsuit and pays money to current and former employees, like you; and releases Safe Haven from liability.
- The two sides disagree as to whether liability exists against Safe have or how much money could have been won if employees won a trial.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	Get a settlement payment. <u>If you are still employed by Safe Haven and choose to receive a settlement payment, this will not affect your employment.</u>
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against Safe Haven about the legal claims in this case.
OBJECT	Write to the Court about why you don’t like the settlement.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court still has to decide whether to approve of the settlement. Payments will be made if the Court approves the settlement. Please be patient.

WHAT INFORMATION IS IN THIS NOTICE?

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2. What is this lawsuit about?	Page 2
3. How does a class action settlement work?	Page 3
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1. *Why Have I Received this Notice?*

Safe Haven's records indicate that you were employed as a non-exempt security technician/installer by Safe Haven at sometime between August 16, 2015 through December 18, 2020. This period of time is referred to as the "Class Period." If you worked for Safe Haven during the "Class Period," you may be entitled to money under this Settlement. This Notice provides you with basic information about the case and advises you of your options with regard to the Settlement.

2. *What is this Case About?*

The class action lawsuit is called *David Baird v. Safe Haven Security Services, Inc.* and is pending in the San Bernardino County Superior Court, Case No. CIVDS1924470. It was commenced by a former employee of Safe Haven named David Baird. Mr. Baird is what is referred to as the "Plaintiff" or "Class Representative" in this case. The settlement resolves claims against Safe Haven for failing to provide employees with lawful meal and rest periods, failing to pay employees all wages owed, failing to reimburse employees for all business expenses, failing to provide employees with lawful paycheck stubs, failing to pay employees who no longer work for Safe Haven all wages owed at the termination of his or her employment.

Safe Haven strongly denies liability for all of Plaintiff's claims, and contends that it fully complied with California law during the Class Period. For example, Safe Haven contends that it paid employees for all time worked, encouraged employees to submit time card alterations when an employee engaged in any alleged off the clock work, allowed and required employees to take lunch and rest breaks, and reimbursed any employees for any business expenses which they paid or incurred.

The Court has not decided whether Plaintiff or Safe Haven is correct. Plaintiff would still have had to successfully certify the class and prove his claims at trial on a classwide basis. However, the Parties have concluded that it is in their respective best interests and the interests of the Class Members to settle this lawsuit on the terms summarized in this Notice.

3. How Does this Class Action Settlement Work?

Plaintiff and his attorneys believe the settlement is fair, adequate, and reasonable. The San Bernardino County Superior Court has preliminarily reviewed the terms of the settlement and determined the settlement is fair, adequate, and reasonable. On [date of ruling on preliminary approval], the Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Fairness Hearing concerning the proposed settlement on [date of final approval hearing], 2021 at [time a.m./p.m.], in Department S26 before Judge David S. Cohn, located at 247 W 3rd Street, San Bernardino, CA 92415. The date of the Final Fairness Hearing may change without further notice to the Class. You are advised to check the Court’s website (instructions on accessing this site are provided in Section 15 of this Notice) to confirm that the date has not been changed.

4. Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiff and the Class ("Class Counsel")	Attorneys for Safe Haven
<p>MARA LAW FIRM, PC David Mara dmara@maralawfirm.com Jill Vecchi jvecchi@maralawfirm.com 2650 Camino Del Rio North, Suite 205 San Diego, CA 92108 Telephone: (619) 234-2833 Facsimile: (619) 234-4048</p>	<p>POLSINELLI PC Robert J. Hingula 900 W. 48th Place, Suite 900 Kansas City, Missouri 64112 Telephone: (816) 753-1000 Facsimile: (816) 753-1536</p> <p>POLSINELLI LLP Alexander Polishuk 2049 Century Park East, Suite 2900 Los Angeles, California 90067 Telephone: (310) 556-1801 Facsimile: (310) 556-1802</p>

The Court has appointed Mara Law Firm, PC to represent you and all other Class Members simultaneously in this Settlement. You do not need to hire your own attorney because Mara Law Firm, PC, is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

5. *How do I Participate in the Settlement?*

If you do nothing, you will automatically be included as a participant in this Settlement and will not have to take any further action to receive your settlement payment. By participating in the Settlement, you will be bound by the Release. It is your responsibility to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or a settlement payment.

Important Note: *Safe Haven, LLC, will not retaliate against you in any way for either participating or not participating in this Settlement.*

HOW TO GET YOUR MONEY IF YOU ARE A CLASS MEMBER:

If you do nothing, you ***will*** receive money and ***will*** be bound by the release of class action claims stated in this notice.

6. *How Do I Request to be Excluded from the Settlement?*

If you request to be excluded from the settlement, you ***will not*** receive a settlement payment. This is the only option that allows you to ever be a part of any other lawsuit against Safe Haven about the legal claims in this case. By timely opting out, you will no longer be a part of the Settlement.

HOW TO REQUEST TO BE EXCLUDED FROM THE SETTLEMENT:

How can I request to be excluded from the settlement?

You can request to be excluded from the settlement by mailing the Settlement Administrator a written request for exclusion.

Is there a deadline to request to be excluded?

If you send a written request to the Settlement Administrator, you must postmark your request by **RESPONSE DEADLINE**.

What information do I need to provide?

Your request for exclusion must include: (1) your name, address, telephone number, and the last four digits of your social security number or employee identification number; (2) your intention to exclude yourself from the settlement (e.g. "I want to exclude myself from this settlement. I also understand that I retain all rights to sue Safe Haven, for the claims asserted in this lawsuit."); and (3) the request for exclusion must be signed by you or your lawful representative.

7. *How Do I Object to the Settlement?*

You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

HOW TO OBJECT TO THE SETTLEMENT:	
How can I object to the settlement?	You can objection to the settlement by mailing the Settlement Administrator a written objection.
Is there a deadline to request to be excluded?	If you send a written objection to the Settlement Administrator, you must postmark your request by RESPONSE DEADLINE .
What information do I need to provide?	Your objection must include: (a) your full name, address, and telephone number; (b) the words “Notice of Objection” or “Formal Objection;” (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) you may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) you intend to offer at the Final Approval hearing.

Objectors who want to appear at the Final Fairness/Approval Hearing must state the intention to do so at the time of submitting the written objection(s).

Class Members who fail to file timely objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether an appeal or otherwise) to the settlement, unless otherwise ordered by the Court. The Court may excuse this requirement upon a showing of good cause. The Court will only require substantial compliance with the requirements for submitting an objection.

If the Court rejects the objection, the objector will receive a settlement payment and will be bound by the terms of the settlement and will release claims as defined in Section 8 of this notice and in the settlement agreement.

8. *How Does This Settlement Affect Employees’ Rights?*

If the proposed settlement is approved by the Court, a final judgment will be entered by the Court. All Class Members who do not opt out of the settlement will be bound by the Court’s final judgment and will release Safe Haven, and the other Released Parties¹ from the released claims.

¹ “Released Parties” means Safe Haven and its past, present and/or future, direct and/or indirect, officers, directors, employees, representatives, administrators, attorneys, agents, parent

The claims released under the settlement are: Employees who do not opt out of the settlement will release all claims that were pled or that could have been pled based on the factual allegations contained in the complaint on file in the Action. The release shall be for the period of time between August 16, 2015 through December 18, 2020.

If you would like to see the settlement documents or complaints on file, you can check www.INSERT.com, the Court's website, or contact Class Counsel. Directions for accessing the Court's website are outlined in Section 15 of this notice. Class Counsel's information is outlined in Section 4 of this notice.

9. *How Much is the Settlement?*

The total maximum amount that Safe Haven is required to pay under this settlement is \$775,000. This amount is referred to as the "Gross Settlement Amount." The Gross Settlement Amount includes the following amounts: (1) approximately \$INSERT for disbursement to Class Members who do not request to be excluded from the settlement; (2) \$7,500 to Plaintiff David Baird for his efforts in bringing this action and for agreeing to a general release of his claims; (3) costs to administer the settlement – meaning costs associated with mailing this notice to employees and costs associated with sending out settlement checks – to the Settlement Administrator, INSERT, which will not to exceed \$INSERT; (3) payment of \$30,000 to the Labor and Workforce Development Agency pursuant to the Private Attorneys' General Act of 2004; and (4) payment to Class Counsel in an amount not to exceed \$258,307 (33 1/3% of the Gross Settlement Amount) in attorneys' fees for investigating the facts of the case, litigating the case, and negotiating the settlement, and an amount not to exceed \$30,000 for actual costs spent litigating this case. All of these payments are subject to Court approval.

The Court will not approve any of these requests until the Final Fairness Hearing. If the any of the amounts awarded are less than the amounts requested, the difference shall become part of the amount available for distribution to employees who do not request to be excluded from the settlement.

10. *How Much Can I Expect to Receive from the Settlement?*

Each employee who does not request to be excluded from the settlement will receive a proportionate share of the Gross Settlement Amount that is equal to (i) the number of workweeks he or she worked based on data provided by Safe Haven divided by (ii) the total number of workweeks worked by all employees based on the same data, which is then multiplied by the amount of money available for distribution to employees who do not request to be excluded from the settlement. Therefore, your settlement payment ties directly to the number of workweeks you worked for Safe Haven between August 16, 2015 through December 18, 2020.

Although your exact settlement share cannot be precisely calculated until employees have had the opportunity to request to be excluded from the settlement, based upon the calculation formula above, your approximate share of the settlement is: \$ [REDACTED] (based on Safe Haven's

companies, subsidiaries and affiliated corporations and entities, consultants, shareholders, joint ventures, predecessors, successors, and/or assigns.

data which shows you worked # of workweeks between August 16, 2015 through December 18, 2020). Please note that under the law, the case can only go back four years from the date it was filed. This means the case can go back to August 16, 2015. If you began your employment prior to August 16, 2015, this lawsuit can only compensate you for the weeks you worked for Safe Haven after August 16, 2015.

11. Will Taxes be Taken Out of My Settlement Share?

Yes, twenty-five percent (25%) of each settlement payment is intended to settle employees' claims for unpaid wages. This portion of your settlement share will be reduced by applicable payroll tax withholdings and deductions. Safe Haven will pay the employer's share of legally required payroll taxes separately and outside of the settlement. The Settlement Administrator will issue you an IRS Form W-2 with respect to this portion of your settlement share.

Seventy-five percent (75%) of each settlement payment is intended to settle each employees' claims for interest and penalties. This portion will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue you an IRS Form 1099 with respect to this portion of your settlement share.

12. When Can I Expect to Receive Money from the Settlement?

If you do not request to be excluded from the settlement, you should receive your settlement check approximately four weeks after the settlement becomes final. The settlement becomes final when the final approval of the settlement can no longer be appealed, or, if there are no objectors and no plaintiffs in intervention at the time the Court grants final approval of the settlement, the date the Court enters judgment granting final approval of the settlement. As such, if there are no objections to the settlement, you should receive your settlement check approximately four weeks after the date of the Final Fairness Hearing, listed in Section 3 of this notice.

Please note that you must cash or deposit your settlement check within 180 calendar days after the check is mailed to you. If you have not cashed or redeemed your check within 90 days after it was mailed, the Settlement Administrator will send you a reminder postcard indicating that unless the check is redeemed or deposited in the next 90 days, it will expire and become non-negotiable. If your check was lost or misplaced, please contact the Settlement Administrator. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, they will be deemed void and of no further force and effect. This means that you will not be able to cash or redeem your settlement check 180 days after its issuance. The funds from settlement checks that are voided will be distributed to a *cy pres* recipient. The *cy pres* recipient shall be The United Way, a non-profit organization that supports projects that benefit employees and applicants throughout the State of California.

13. How Will the Attorneys for the Class Be Paid?

The Court-appointed attorneys for Plaintiff and the employees will be paid from the Gross Settlement Amount, subject to Court approval, in an amount not to exceed 33 1/3% of the Gross Settlement Amount (\$258,307) in attorneys' fees and an amount not to exceed \$30,000 in actual

litigation costs. Safe Haven has paid and will continue to pay all of its own attorneys' fees and costs.

14. How Will the Class Representative Be Paid?

Plaintiff David Baird will also be paid, subject to Court approval, an amount not to exceed \$7,500, in consideration for bringing this case, for the time and effort he put into litigating this case, for conferring a benefit upon other employees and the State of California, and for reasonable fears of being blacklisted from future employment. This payment is also being offered in consideration for Plaintiff executing a general release of claims against Safe Haven a release that is broader than any employee will provide in consideration for a settlement payment.

15. What do I do if I Need More Information or Have Questions?

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.INSERT.com, you can also receive a copy of the settlement agreement by contacting Class Counsel at (619) 234-2833, or by accessing the Court docket in this case through the Court's website at <https://www.sb-court.org>, or by visiting the office of the Court at 247 W 3rd Street, San Bernardino, CA 92415 between 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. You may also ask Class Counsel for a copy of any of the case documents to be mailed to you free of charge. Please refer to the *David Baird v. Safe Haven Security Systems, Inc.* Class Action Settlement when calling the settlement administrator or Class Counsel.

To view the case documents on the Court's website, access the website <https://www.sb-court.org>. Once at this website, click on the "Online Services" link. Then click the link that says "Learn More" under the heading "Access Case Information and Document Sales." At the bottom of the page, click on the link "Accept (Civil/Appeals)." Click the link "Click here to access the Portal" at the bottom of the webpage. Then, click on the button "Smart Search." On the next page, type the case number "CIVDS1924470" into the box with the words "*Enter a Record Number or Name in Last, First Middle Suffix Format." Then, click the "Submit" button. You will be directed to a screen with the case name. Find the case name "SAFE HAVEN SECURITY SERVICES INC" and click on the case number associated with this case (CIVDS1924470). This will take you to the case information. If you scroll down on this page you will be able to access all of the documents filed in the case.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

Exhibit B

1 David Mara, Esq. (230498)
2 Jill Vecchi, Esq. (299333)
3 **MARA LAW FIRM, PC**
2650 Camino Del Rio North, Suite 205
San Diego, California 92108
Telephone: (619) 234-2833
Facsimile: (619) 234-4048

4 Attorneys for David Baird, on behalf of himself,
all others similarly situated, and on behalf of the general public.

5 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
6 **IN AND FOR THE COUNTY OF SAN BERNARDINO**

7 DAVID BAIRD on behalf of himself, all
8 others similarly situated, and on behalf of
9 the general public,

10 Plaintiffs,

11 v.

12 SAFE HAVEN SECURITY SERVICES
INC.; and DOES 1-100,

13 Defendants.
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Case No.

**PLAINTIFF'S CLASS ACTION
COMPLAINT FOR DAMAGES,
INJUNCTIVE RELIEF, DECLARATORY
RELIEF, AND RESTITUTION**

- 1) **Failure to Pay All Straight Time Wages;**
- 2) **Failure to Pay All Overtime Wages;**
- 3) **Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512, IWC Wage Order No. 4-2001(11); Cal. Code Regs., tit. 8 § 11040);**
- 4) **Failure to Authorize and Permit Rest Periods (Lab. Code § 226.7; IWC Wage Order No. 4-2001(12); Cal. Code Regs. Title 8 § 11040);**
- 5) **Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions (Lab. Code §§ 226, 1174, 1175);**
- 6) **Failure to Pay All Wages Due at the Time of Termination of Employment (Lab. Code §§201-203);**
- 7) **Failure to Reimburse/Illegal Deductions (Lab. Code §§ 221, 2802, Cal. Regs., tit. 8, § 11040(8));**
- 8) **Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, et seq.); and**
- 9) **Violations of the Labor Code Private Attorneys General Act of 2004 ("PAGA")**

DEMAND FOR JURY TRIAL

1 Plaintiff DAVID BAIRD, on behalf of himself, all others similarly situated, and on behalf of the
2 general public, complains of Defendant SAFE HAVEN SECURITY SERVICES INC.
3 (“DEFENDANT” or “SAFE HAVEN”) and/or DOES and for causes of action and alleges:

4 1. This is a class action pursuant to California Code of Civil Procedure section 382 on behalf
5 of Plaintiff, DAVID BAIRD, and all non-exempt security technicians/installers and/or
6 similar job designations and titles who are presently or formerly employed by SAFE
7 HAVEN and/or DOES and/or their subsidiaries or affiliated companies and/or
8 predecessors within the State of California.

9 2. SAFE HAVEN is one of the largest ADT security system installers in the country. In fact,
10 on its website, SAFE HAVEN markets itself as the “second largest ADT Authorized dealer
11 in the U.S. and one of the fastest-growing segments of the ADT business family...”
12 (<https://mysafehaven.com/about/> (Last visited August 14, 2019)).

13 3. SAFE HAVEN is headquartered in North Kansas City, Missouri. The company, however,
14 has a strong foothold in California, operating out of multiple locations in California and
15 performing security system installations throughout the state, including the county of San
16 Bernardino.

17 4. To accomplish its purpose of being a third-party installer for ADT Security products in
18 residential homes and/or businesses, SAFE HAVEN employs security
19 technicians/installers in California to install and upsell ADT products to customers.

20 5. Throughout the time period that includes the four years prior to filing this action to the
21 present (the “Statutory Period”), SAFE HAVEN has maintained uniform policies that
22 violate the wage and hour rights of Plaintiff and similarly situated security
23 technicians/installers in the manner complained of herein.

24 6. Throughout the statutory period SAFE HAVEN has mandated that its security
25 technicians/installers use their own vehicle to travel to and from installation jobs.

26 7. Despite this mandate, SAFE HAVEN does not pay for all time that the
27 technicians/installers drive to and from installation jobs.

28 8. SAFE HAVEN also does not pay for all time worked while the security

1 technicians/installers are performing work and/or are subject to SAFE HAVEN's control.
2 For example, SAFE HAVEN fails to pay security technicians/installers for the following
3 time: receiving and storing product inventory that SAFE HAVEN mails/couriers to security
4 technician/installers' homes, answering SAFE HAVEN's phone calls, checking security
5 technician/installers' schedules before working, loading and unloading product, stand-
6 by/on-call wait time, pre-and post-trip work, and all other time during which security
7 technician/installers are subject to the control of SAFE HAVEN and/or suffered or
8 permitted to work during periods of time for which SAFE HAVEN is not paying them.
9 Failing to pay for all hours worked while under SAFE HAVEN's control and/or while
10 suffered or permitted to work has resulted in security technicians/installers being deprived
11 of straight time and/or overtime wages throughout the Statutory Period.

12 9. Throughout the Statutory Period, and through uniform policies applicable to all security
13 technicians/installers, SAFE HAVEN fails to provide security technicians/installers with
14 meal periods that comply with California law and fail to authorize and permit rest periods
15 that comply with California law.

16 10. Throughout the Statutory Period, and through uniform policies applicable to all security
17 technicians/installers, SAFE HAVEN fails to reimburse for all work-related expenses, such
18 as, but not limited to, mileage, fuel, wear and tear on security technicians/installers'
19 personal vehicles that are used for work-related purposes, insurance, tolls, or any other
20 expense associated with maintaining and using personal vehicles for SAFE HAVEN's
21 business purposes.

22 11. Throughout the Statutory Period and through uniform policies applicable to all security
23 technicians/installers, SAFE HAVEN mandates that security technicians/installers receive
24 and warehouse ADT Security products in their personal residences. Despite this uniformly
25 applicable mandate, SAFE HAVEN does not reimburse security technicians/installers for
26 the cost associated with this mandatory displacement of their personal residential space to
27 warehouse these installation products.

28 12. Throughout the Statutory Period and through uniform policies applicable to all security

1 technicians/installers, SAFE HAVEN deducts from security technicians/installers the costs
2 of installs for what SAFE HAVEN deems as contractual errors made with customers.

3 13. Throughout the Statutory Period and through uniform policies applicable to all security
4 technicians/installers, SAFE HAVEN knowingly and intentionally provides wage
5 statements to employees that fail to specifically itemize everything required under Labor
6 Code section 226 (a).

7 14. Throughout the Statutory Period and through uniform policies applicable to all security
8 technicians/installers, SAFE HAVEN knowingly and intentionally fails to pay all wages
9 owed to security technicians/installers in a timely manner at the time security
10 technicians/installers terminate their employment – either voluntarily or involuntarily –
11 with SAFE HAVEN.

12 15. Plaintiff DAVID BAIRD, on behalf of himself and all of SAFE HAVEN’s and/or DOES’
13 non-exempt security technicians/installers employed at any time during the Statutory
14 Period pursuant to California Labor Code Sections 218, 218.5, 222, 223, 224, 226, subd.
15 (b), 226.3, 226.7, 510, 512, 515, 558, 1194, 1194.2, 1197, 2802, and California Code of
16 Regulations, Title 8, sections 11090 and 3395, seeking unpaid wages, overtime, unpaid
17 reimbursement for business expenses, meal and rest period compensation, penalties,
18 injunctive and other equitable relief, relief under the Labor Code Private Attorneys General
19 Act of 2004 (“PAGA”), and reasonable attorneys’ fees and costs.

20 16. Plaintiff DAVID BAIRD, on behalf of himself and all of SAFE HAVEN’s and/or DOES’
21 non-exempt security technicians/installers employed at any time during the Statutory
22 Period, pursuant to California Business and Professions Code sections 17200-17208, also
23 seeks injunctive relief, restitution, and disgorgement of all benefits SAFE HAVEN and/or
24 DOES enjoyed from their failure to pay all straight time wages, overtime wages, and meal
25 and rest period compensation.

26 **I. VENUE**

27 17. Venue as to each Defendant, SAFE HAVEN and/or DOES, is proper in this judicial district,
28 pursuant to Code of Civil Procedure section 395. Defendant SAFE HAVEN and/or DOES

1 conduct business and commit Labor Code violations within San Bernardino County, and
2 each Defendant and/or DOE is within California for service of process purposes. The
3 unlawful acts alleged herein have a direct effect on Plaintiff and those similarly situated
4 within the State of California and within San Bernardino County. Defendant SAFE
5 HAVEN and/or DOES employ numerous security technicians/installers who perform
6 and/or performed work for SAFE HAVEN in San Bernardino County, California during
7 the Statutory Period.

8 **II. PARTIES**

9 **A. Plaintiffs.**

- 10 18. Throughout the Statutory Period, Plaintiff DAVID BAIRD is and was a resident of
11 California. During the Statutory Period, DAVID BAIRD was employed by Defendant
12 SAFE HAVEN and/or DOES in California and performed work in San Bernardino County.
13 19. Plaintiff and the proposed class of similarly situated security technicians/installers are
14 covered by, inter alia, California IWC Occupational Wage Order No. 4-2001, and Title 8,
15 California Code of Regulations, §§ 11090 and 3395.

16 **B. Defendants.**

- 17 20. SAFE HAVEN is one of the largest ADT security system installers in the country,
18 specializing in residential/commercial ADT security system installations. In fact, on its
19 website, SAFE HAVEN markets itself as the “second largest ADT Authorized dealer in
20 the U.S. and one of the fastest-growing segments of the ADT business family...”
21 (<https://mysafehaven.com/about/> (Last visited August 14, 2019)).
22 21. SAFE HAVEN is headquartered in North Kansas City, Missouri. The company, however,
23 has a strong foothold in California, operating out of multiple locations in California and
24 performing security system installations throughout the state, including the county of San
25 Bernardino.
26 22. SAFE HAVEN employed Plaintiff and similarly situated security technicians/installers in
27 California.
28 23. The true names and capacities, whether individual, corporate, associate, or otherwise, of

1 Defendants DOES 1-100, inclusive, are presently unknown to Plaintiff, who therefore sues
2 these Defendants by such fictitious names under Code of Civil Procedure section 474.
3 Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants
4 designated herein as a DOE is legally responsible in some manner for the unlawful acts
5 referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the
6 true names and capacities of the Defendants designated hereinafter as DOES when such
7 identities become known.

8 24. Plaintiff is informed and believes, and based thereon alleges, that each Defendant and/or
9 DOE acted in all respects pertinent to this action as the agent of the other Defendants and/or
10 DOES, carried out a joint scheme, business plan or policy in all respects pertinent hereto,
11 and the acts of each Defendants and/or DOES are legally attributable to the other
12 Defendants and/or DOES.

13 **III. CLASS ACTION ALLEGATIONS**

14 25. Plaintiff brings this action on behalf of himself and all others similarly situated as a class
15 action pursuant to section 382 of the California Code of Civil Procedure. Plaintiff seeks to
16 represent a Class composed of and defined as follows:

17
18 All persons who are employed or have been employed by Defendant
19 in the State of California as non-exempt security
20 technicians/installers during the period of the relevant statute of
21 limitations. (“Class Members”)

22
23 Plaintiff also seeks to represent subclasses composed of and defined as follows:

24
25 All Class Members who worked one (1) or more shifts in excess of
26 five (5) hours.

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28 All Class Members who worked one (1) or more shifts in excess of

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six (6) hours.

All Class Members who worked one (1) or more shifts in excess of ten (10) hours.

All Class Members who worked one (1) or more shifts in excess of twelve (12) hours.

All Class Members who worked one (1) or more shifts in excess of two (2) hours.

All Class Members who worked one (1) or more shifts in excess of three (3) hour and one-half hours, but less than or equal to six (6) hours.

All Class Members who worked one (1) or more shifts in excess of six (6) hours, but less than or equal to ten (10) hours.

All Class Members who worked one (1) or more shifts in excess of ten (10) hours.

All Class Members who separated their employment from Defendant.

All Class Members who worked one (1) or more shifts in which they received a wage statement for the corresponding pay period.

All Class Members who were not paid wages for meal periods.

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All Class Members who were not paid for all time during which they were subject to the control of Defendant and/or suffered or permitted to work for Defendant during the relevant period of the statute of limitations.

All Class Members who were not reimbursed and/or indemnified for expenses in direct consequence of the discharge of their work duties.

All Class Members who had wages unlawfully deducted.

All Class Members who had to call in for a shift but were not scheduled to perform any installations.

All Class Members who were on standby to perform same day installations.

26. Plaintiff reserves the right under rule 1855, subdivision (b), California Rules of Court, to amend or modify the Class description with greater specificity or further division into subclasses or limitation to particular issues.

27. This action has been brought and may properly be maintained as a class action under the provisions of section 382 of the California Code of Civil Procedure because there is a well-defined community of interest in the litigation and the proposed Class is easily ascertainable.

A. Numerosity.

28. The potential members of the Class as defined are so numerous that joinder of all the members of the Class is impracticable. While the precise number of Class Members has not been determined at this time, Plaintiff is informed and believes that SAFE HAVEN

1 and/or DOES currently employ, and during the liability period employed, over fifty (50)
2 Class Members in San Bernardino County and dispersed throughout California during the
3 liability period and who are or have been affected by SAFE HAVEN's and/or DOES'
4 policies of wage theft, failure to pay all straight and overtime wages owed, failure to
5 provide meal and/or rest periods without the appropriate legal compensation, willful failure
6 to pay all wages due at time of separation from employment, failure to timely pay waiting
7 time monies, and knowing and intentional failure to provide accurate and itemized
8 employee wage statements.

9 29. Accounting for employee turnover during the relevant periods increases this number
10 substantially. Upon information and belief, Plaintiff alleges SAFE HAVEN's and/or
11 DOES' employment records will provide information as to the number and location of all
12 Class Members. Joinder of all members of the proposed Class is not practicable.

13 **B. Commonality.**

14 30. There are questions of law and fact common to the Class that predominate over any
15 questions affecting only individual Class Members. These common questions of law and
16 fact include, without limitation:

17 (1) Whether SAFE HAVEN and/or DOES violated the Labor
18 Code and/or applicable IWC Wage Orders in failing to pay its non-exempt
19 employees all earned wages at the regular rate for all hours worked.

20 (2) Whether SAFE HAVEN's and/or DOES' uniform policies
21 and/or practices whereby non-exempt employees were pressured and/or
22 incentivized to forego taking meal and/or rest periods.

23 (3) Whether SAFE HAVEN and/or DOES violated Labor Code
24 section 226.7, IWC Wage Order No. 4-2001 or other applicable IWC Wage
25 Orders, and/or California Code of Regulations, Title 8, section 11090, by
26 failing to authorize, permit, and/or provide rest periods to its non-exempt
27 employees for every four (4) hours or major fraction thereof worked and/or
28 failing to pay said employees one (1) hour of pay at the employee's regular

1 rate of compensation for each work day that the rest period was not
2 authorized, permitted and/or provided.

3 (4) Whether SAFE HAVEN and/or DOES willfully failed to
4 pay, in a timely manner, wages owed to members of the proposed Class who
5 left SAFE HAVEN's and/or DOES' employ or who were terminated.

6 (5) Whether SAFE HAVEN and/or DOES violated Labor Code
7 section 203, which provides for the assessment of a penalty against the
8 employer, by willfully failing to timely pay all wages owed to employees
9 who left SAFE HAVEN's and/or DOES' employ or who were terminated.

10 (6) Whether SAFE HAVEN and/or DOES had uniform policies
11 and/or practices of failing to provide employees accurate and itemized wage
12 statements.

13 (7) Whether SAFE HAVEN and/or DOES had uniform policies
14 and/or practices of failing to timely pay all wages owed to employees who
15 left SAFE HAVEN's and/or DOES' employ or who were terminated.

16 (8) Whether SAFE HAVEN and/or DOES had uniform policies
17 and/or practices of failing to reimburse or indemnify Non-Exempt
18 Employees for business expenses incurred as a consequence of the
19 discharge of their work duties.

20 31. The answer to each of these respective questions will generate a common answer capable
21 of resolving class-wide liability in one stroke.

22 32. Said common questions predominate over any individualized issues and/or questions
23 affecting only individual members.

24 **C. Typicality.**

25 33. The claims of the named Plaintiff are typical of the claims of the proposed Class. Plaintiff
26 and all members of the proposed Class sustained injuries and damages arising out of and
27 caused by SAFE HAVEN's and/or DOES' common course of conduct in violation of laws
28 and regulations that have the force and effect of law and statutes as alleged.

1 34. Plaintiff DAVID BAIRD was subjected to the same uniform policies and/or practices
2 complained of herein that affected all such employees. Thus, as DAVID BAIRD was
3 subjected to the same unlawful policies and practices as all non-exempt employees, his
4 claims are typical of the class he seeks to represent.

5 **D. Adequacy of Representation.**

6 35. Plaintiff will fairly and adequately represent and protect the interests of the members of the
7 Class.

8 36. Plaintiff is ready and willing to take the time necessary to help litigate this case.

9 37. Plaintiff has no conflicts that will disallow him to fairly and adequately represent and
10 protect the interests of the members of the Class.

11 38. Counsel who represent Plaintiff are competent and experienced in litigating large
12 employment class actions.

13 39. Specifically, David Mara, Esq. and Jill Vecchi, Esq. are California lawyers in good
14 standing.

15 40. Counsel who represent Plaintiff are competent and experienced in litigating large
16 employment class actions.

17 41. The lawyers at Mara Law Firm have been named class counsel in numerous cases and Mr.
18 Mara's and Ms. Vecchi's practice is primarily focused on representing classes, large and
19 small, on the basis of California Labor Code and IWC Wage Order Violations similar to
20 those alleged herein. The attorneys at the firm are also frequently called upon to and do
21 author amicus briefs on behalf of the Consumer Attorneys of California on cases in the
22 appellate courts and Supreme Court of California involving important issues relating to
23 those alleged herein.

24 42. Mara Law Firm, PC has the resources to take this case to trial and judgment, if necessary.

25 43. Mr. Mara has the experience, ability, and ways and means to vigorously prosecute this
26 case.

27 **E. Superiority of Class Action.**

28 44. A class action is superior to other available means for the fair and efficient adjudication of

1 this controversy. Individual joinder of all Class Members is not practicable, and questions
2 of law and fact common to the Class predominate over any questions affecting only
3 individual members of the Class. Each member of the Class has been damaged and is
4 entitled to recovery by reason of SAFE HAVEN's and/or DOES' illegal policies and/or
5 practices of failing to pay all straight time and overtime wages owed, failing to permit or
6 authorize rest periods, failing to provide meal periods, knowingly and intentionally failing
7 to comply with wage statement requirements, and failing to pay all wages due at
8 termination.

9 45. Class action treatment will allow those similarly situated persons to litigate their claims in
10 the manner that is most efficient and economical for the parties and the judicial system.
11 Plaintiff is unaware of any difficulties that are likely to be encountered in the management
12 of this action that would preclude its maintenance as a class action.

13 46. Because such common questions predominate over any individualized issues and/or
14 questions affecting only individual members, class resolution is superior to other methods
15 for fair and efficient adjudication.

16 **IV. CAUSES OF ACTION**

17 **FIRST CAUSE OF ACTION AGAINST SAFE HAVEN AND/OR DOES: Failure to Pay All** 18 **Straight Time Wages**

19 47. Plaintiff and those similarly situated Class Members hereby incorporate by reference each
20 and every other paragraph in this Complaint herein as if fully plead.

21 48. Defendant and/or DOES have had a continuous policy of not paying Plaintiff and those
22 similarly situated for all hours worked.

23 49. It is fundamental that an employer must pay its employees for all time worked. California
24 Labor Code sections 218 and 218.5 provides a right of action for nonpayment of wages.
25 California Labor Code section 222 prohibits the withholding of part of a wage. California
26 Labor Code section 223 prohibits the payment of less than a statutory or contractual wage
27 scale. California Labor Code section 1197 prohibits the payment of less than the minimum
28 wage. California Labor Code section 1194 states that an employee receiving less than the

1 legal minimum wage is entitled to recover in a civil action the unpaid balance of the full
2 amount of this minimum wage. California Labor Code section 1194.2 states that an
3 employee receiving less than the legal minimum wage is entitled to recover liquidated
4 damages in an amount equal to the wages unlawfully unpaid and interest thereon.
5 California Labor Code section 224 only permits deductions from wages when the employer
6 is required or empowered to do so by state or federal law or when the deduction is expressly
7 authorized in writing by the employee for specified purposes that do not have the effect of
8 reducing the agreed upon wage.

9 50. IWC Wage Order 4-2001(5) requires employers to pay “reporting time pay.” Each workday
10 an employee is required to report to work, but is not put to work or is furnished with less
11 than half of his or her usually or scheduled day’s work, must be paid for half of the usual
12 or scheduled day’s work, but in no event less than two hours nor more than four hours, at
13 his or her regular rate of pay. If an employee is required to report to work a second time in
14 any one workday and is furnished less than two hours of work on the second reporting, he
15 or she must be paid for two hours at his or her regular rate of pay.

16 51. Plaintiff and those similarly situated Class Members were employed by SAFE HAVEN
17 and/or DOES at all relevant times. SAFE HAVEN and/or DOES were required to
18 compensate Plaintiff for all hours worked and were prohibited from making deductions
19 that had the effect of reducing the agreed upon wage.

20 52. Defendant and/or DOES have had a continuous policy of not paying Plaintiff and those
21 similarly situated for all hours worked. For example, SAFE HAVEN fails to pay security
22 technicians/installers for the following hours worked: receiving and storing product
23 inventory that the SAFE HAVEN mails/couriers to security technicians/installers’ homes,
24 answering SAFE HAVEN’s phone calls, checking security technicians/installers’
25 schedules before working, loading and unloading product, stand-by/on-call wait time
26 wherein security technicians/installers are not paid regular wages or reporting time wages,
27 pre-and post-trip work, and all other time during which security technicians/installers are
28 subject to the control of SAFE HAVEN and/or suffered or permitted to work during periods

1 of time for which SAFE HAVEN is not paying them.

2 53. Failing to pay for all hours worked while under SAFE HAVEN's control and/or while
3 suffered or permitted to work has resulted in security technicians/installers being deprived
4 of straight time and/or overtime wages throughout the Statutory Period.

5 54. Defendant and/or DOES have a continuous and consistent policy of clocking-out Plaintiff
6 and those similarly situated for a thirty (30) minute meal period, even though Plaintiff and
7 all members of the Class work through their meal periods. Thus, SAFE HAVEN and/or
8 DOES do not pay Plaintiff and each and every member of the Class for all time worked
9 each and every day they work without a meal period and have time deducted.

10 55. Plaintiff and the Class Members are informed and believe and thereon allege that as a direct
11 result of Defendant's and/or DOES' uniform policies and/or practices, Plaintiff and the
12 Class Members have suffered, and continue to suffer, substantial unpaid wages, and lost
13 interest on such wages, and expenses and attorneys' fees in seeking to compel SAFE
14 HAVEN and/or DOES to fully perform their obligations under state law, all to their
15 respective damage in amounts, according to proof at trial.

16 56. As a direct result of SAFE HAVEN's and/or DOES' policy of illegal wage theft, Plaintiff
17 and those similarly situated have been damaged in an amount to be proven at trial.

18 57. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described
19 below.

20 **SECOND CAUSE OF ACTION AGAINST SAFE HAVEN AND/OR DOES: Failure to Pay**

21 **All Overtime Wages**

22 58. Plaintiff and those similarly situated Class Members hereby incorporate by reference each
23 and every other paragraph in this Complaint herein as if fully plead.

24 59. It is fundamental that an employer must pay its employees for all time worked. California
25 Labor Code sections 218 and 218.5 provides a right of action for nonpayment of wages.
26 California Labor Code section 222 prohibits the withholding of part of a wage. California
27 Labor Code section 223 prohibits the payment of less than a statutory or contractual wage
28 scale. California Labor Code section 1197 prohibits the payment of less than the minimum

1 wage. California Labor Code section 224 only permits deductions from wages when the
2 employer is required or empowered to do so by state or federal law or when the deduction
3 is expressly authorized in writing by the employee for specified purposes that do not have
4 the effect of reducing the agreed upon wage.

5 60. SAFE HAVEN and/or DOES failed to pay overtime when employees worked over eight
6 (8) hours per day and when employees worked over forty (40) hours per week.

7 61. Plaintiff and those similarly situated Class Members were employed by SAFE HAVEN
8 and/or DOES at all relevant times. SAFE HAVEN and/or DOES were required to
9 compensate Plaintiff for all overtime hours worked and were prohibited from making
10 deductions that had the effect of reducing the agreed upon wage.

11 62. SAFE HAVEN and/or DOES failed to pay for the overtime that was due, pursuant to IWC
12 Wage Order No. 4-2001, item 3(A).

13 63. Defendant and/or DOES have had a continuous policy of not paying Plaintiff and those
14 similarly situated for all hours worked. Specifically, SAFE HAVEN fails to pay security
15 technicians/installers for the following time: receiving and storing product inventory that
16 the SAFE HAVEN mails/couriers to security technician/installers' homes, answering
17 SAFE HAVEN's phone calls, checking security technician/installers' schedules before
18 working, loading and unloading product, stand-by/on-call wait time, pre-and post-trip
19 work, and all other time during which security technician/installers are subject to the
20 control of SAFE HAVEN and/or suffered or permitted to work during periods of time for
21 which SAFE HAVEN is not paying them. Failing to pay for all hours worked while under
22 SAFE HAVEN's control and/or while suffered or permitted to work has resulted in security
23 technicians/installers being deprived of straight time and/or overtime wages throughout the
24 Statutory Period.

25 64. Plaintiff and the Class Members are informed and believe and thereon allege that as a direct
26 result of Defendant's and/or DOES' uniform policies and/or practices, Plaintiff and the
27 Class Members have suffered, and continue to suffer, substantial unpaid overtime wages,
28 and lost interest on such overtime wages, and expenses and attorneys' fees in seeking to

1 workday that the meal period is not provided.

2 70. SAFE HAVEN and/or DOES failed to provide thirty (30) minute, uninterrupted meal
3 periods to its non-exempt security technicians/installers who worked for work periods of
4 more than five (5) consecutive hours. As such, SAFE HAVEN's and/or DOES' non-
5 exempt security technicians/installers were required to work over five (5) consecutive
6 hours at a time without being provided a thirty (30) minute uninterrupted meal period
7 within that time.

8 71. SAFE HAVEN and/or DOES failed to provide thirty (30) minute, uninterrupted meal
9 periods to its non-exempt security technicians/installers for every five (5) continuous hours
10 worked.

11 72. SAFE HAVEN's and/or DOES' business model is such that non-exempt security
12 technicians/installers were assigned too much work and insufficient help due to chronic
13 understaffing to be able to take meal periods. Thus, non-exempt security
14 technicians/installers are not able to take meal periods.

15 73. Throughout the statutory period, SAFE HAVEN and/or DOES had a pattern and practice
16 of assigning too much work to be completed in too short of time frames, resulting in
17 Plaintiff and those similarly situated not being able to take meal periods.

18 74. SAFE HAVEN and/or DOES would not permit Plaintiff and the Class to take 30-minute
19 meal periods unless specifically scheduled by Defendant and/or DOES or unless Plaintiff
20 and the Class were expressly told to by Defendant and/or DOES. This routinely resulted in
21 Plaintiff and the Class Members not being able to take a meal period, if at all, until after
22 the fifth hour.

23 75. SAFE HAVEN's and/or DOES' business model was such that non-exempt security
24 technicians/installers were assigned too much work that could not reasonably be completed
25 in their assigned shift, work, and/or route, resulting in non-exempt security
26 technicians/installers routinely and regularly being forced to eat their meals while driving
27 and/or while working their routes.

28 76. Throughout the statutory period, SAFE HAVEN and/or DOES had a pattern and practice

1 of assigning too much work to be completed in too short of time frames, resulting in
2 Plaintiff and those similarly situated not breaking route to take meal periods.

3 77. Throughout the statutory period, SAFE HAVEN and/or DOES had a pattern and practice
4 of scheduling routes and assigning too much work to be completed in too short of time
5 frames, resulting in SAFE HAVEN and/or DOES pressuring non-exempt security
6 technicians/installers to complete their routes and/or tasks within the rigorous time frames
7 and not take meal breaks.

8 78. Throughout the statutory period, SAFE HAVEN and/or DOES had a pattern and practice
9 of scheduling routes and assigning too much work to be completed in too short of time
10 frames, resulting in SAFE HAVEN and/or DOES discouraging non-exempt security
11 technicians/installers from taking meal periods.

12 79. Throughout the statutory period, SAFE HAVEN and/or DOES had a pattern and practice
13 of scheduling routes and assigning too much work to be completed in too short of time
14 frames, resulting in SAFE HAVEN and/or DOES impeding non-exempt security
15 technicians/installers from taking meal periods.

16 80. Throughout the statutory period, SAFE HAVEN and/or DOES valued productivity over
17 providing meal periods and, because of this, meal breaks were not priorities to SAFE
18 HAVEN and/or DOES.

19 81. Because of SAFE HAVEN and/or DOES demanding policies on route and/or completion
20 times, Plaintiff and those similarly situated felt that breaking to exercise their rights to take
21 meal periods would sacrifice their jobs with SAFE HAVEN and/or DOES.

22 82. Based on SAFE HAVEN's and/or DOES' demanding route and/or task completion time
23 policies, Plaintiff and those similarly situated routinely worked through their meal periods,
24 which compromised the health and welfare of, not only Plaintiff and those similarly
25 situated, but all members of the general public.

26 83. SAFE HAVEN and/or DOES did not have a policy of providing a second meal period
27 before the end of the tenth hour.

28 84. Failing to provide compensation for such unprovided or improperly provided meal periods,

1 as alleged above, SAFE HAVEN and/or DOES willfully violated the provisions of
2 California Labor Code sections 226.7, 512, and IWC Wage Order No. 4.

3 85. As a result of the unlawful acts of SAFE HAVEN and/or DOES, Plaintiff and the Class he
4 seeks to represent have been deprived of premium wages, in amounts to be determined at
5 trial, and are entitled to recovery of such amounts, plus interest and penalties thereon,
6 attorneys' fees and costs, pursuant to Labor Code section 226.7, and IWC Wage Order No.
7 4-2001. Plaintiff and the Class he seeks to represent did not willfully waive their right to
8 take meal periods through mutual consent with SAFE HAVEN and/or DOES.

9 86. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described
10 below.

11 **FOURTH CAUSE OF ACTION AGAINST SAFE HAVEN AND/OR DOES: Failure to**
12 **Authorize and Permit Rest Periods (Lab. Code § 226.7; IWC Wage Order No. 4-2001(12);**
13 **Cal. Code Regs. Title 8 § 11090)**

14 87. Plaintiff and those similarly situated Class Members hereby incorporate by reference each
15 and every other paragraph in this Complaint herein, as if fully plead.

16 88. Under IWC Wage Order No. 4, every employer shall authorize and permit all employees
17 to take rest periods, “[t]he authorized rest period time shall be based on the total hours
18 worked daily at the rate of ten (10) minutes net rest time per four (4) hours worked or major
19 fraction thereof.” IWC Wage Order 4-2001(12). The time spent on rest periods “shall be
20 counted as hours worked for which there shall be no deduction from wages.” *Id.*

21 89. Under California Labor Code section 226.7, if the employer does not provide an employee
22 a rest period in accordance with the above requirements, the employer shall pay the
23 employee one (1) hour of pay at the employee’s regular rate of compensation for each
24 workday that the rest break is not provided.

25 90. At all relevant times, Defendant and/or DOES failed to authorize and/or permit rest period
26 time based upon the total hours worked daily at the rate of ten (10) minutes net rest time
27 per four (4) hours or major fraction thereof.

28 91. In the alternative, SAFE HAVEN’s and/or DOES’ business model was such that non-

1 exempt security technicians/installers were assigned too much work that could not be
2 reasonably completed within their assigned shift, work, and/or route, resulting in non-
3 exempt security technicians/installers routinely and regularly being forced to work through
4 their rest periods.

5 92. Throughout the statutory period, SAFE HAVEN and/or DOES had a pattern and practice
6 of assigning too much work to be completed in too short of time frames, resulting in
7 Plaintiff and those similarly situated not breaking route to take rest periods.

8 93. Because of SAFE HAVEN's and/or DOES' demanding policies on route and/or task
9 completion times, Plaintiff and those similarly situated felt that breaking to exercise their
10 rights to take rest breaks would sacrifice their jobs with SAFE HAVEN and/or DOES.

11 94. Throughout the statutory period, SAFE HAVEN's and/or DOES' uniform policies and
12 practices resulted in non-exempt security technicians/installers not receiving rest breaks.

13 95. Throughout the statutory period, SAFE HAVEN and/or DOES valued productivity over
14 providing rest periods and, because of this, rest periods were not priorities to SAFE
15 HAVEN and/or DOES.

16 96. Throughout the statutory period, SAFE HAVEN's and/or DOES' policies promoting
17 productivity subjugated Plaintiff's and those similarly situated's rights to rest periods.

18 97. Based on SAFE HAVEN and/or DOES demanding route policies, Plaintiff and those
19 similarly situated routinely worked through their rest periods, which compromised the
20 health and welfare of, not only Plaintiff and those similarly situated, but all members of
21 the general public.

22 98. As a result of the unlawful acts of SAFE HAVEN and/or DOES, Plaintiff and the Class he
23 seeks to represent have been deprived of premium wages, in amounts to be determined at
24 trial, and are entitled to recovery of such amounts, plus interest and penalties thereon,
25 attorneys' fees and costs, pursuant to Labor Code section 226.7, and IWC Wage Order No.
26 4-2001.

27 99. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described
28 below.

1 **FIFTH CAUSE OF ACTION AGAINST SAFE HAVEN AND/OR DOES: Knowing and**
2 **Intentional Failure to Comply with Itemized Employee Wage Statement Provisions (Lab.**
3 **Code §§ 226, 1174, 1175; IWC Wage Order No. 4; Cal. Code Regs., Title 8, § 11040)**

4 100. Plaintiff and those similarly situated Class Members hereby incorporate by reference each
5 and every other paragraph in this Complaint herein as if fully plead.

6 101. California Labor Code section 226 subdivision (a) requires Defendant and/or DOES to,
7 inter alia, itemize in wage statements and accurately report the total hours worked and total
8 wages earned. SAFE HAVEN and/or DOES have knowingly and intentionally failed to
9 comply with California Labor Code section 226, subdivision (a), on each and every wage
10 statement provided to Plaintiff DAVID BAIRD and members of the proposed Class.

11 102. California Labor Code section 1174 requires SAFE HAVEN and/or DOES to maintain and
12 preserve, in a centralized location, records showing the daily hours worked by and the
13 wages paid to its employees. SAFE HAVEN and/or DOES have knowingly and
14 intentionally failed to comply with California Labor Code section 1174. The failure of
15 SAFE HAVEN and/or DOES, and each of them, to comply with California Labor Code
16 section 1174 is unlawful pursuant to California Labor Code section 1175.

17 103. SAFE HAVEN and/or DOES failed to maintain accurate time records - as required by IWC
18 Wage Order No. 4-2001(7), and Cal. Code Regs., Title 8 section 11040 - showing, among
19 other things, when the employee begins and ends each work period, the total daily hours
20 worked in itemized wage statements, total wages, bonuses and/or incentives earned, and
21 all deductions made.

22 104. SAFE HAVEN and/or DOES have knowingly and intentionally failed to provide Plaintiff
23 and the Class Members with accurate itemized wage statements which show: “(1) gross
24 wages earned, (2) total hours worked by the employee, . . . (4) all deductions, provided that
25 all deductions made on written orders of the employee may be aggregated and shown as
26 one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee
27 is paid, (7) the name of the employee and only the last four digits of his or her social
28 security number or an employee identification number other than a social security number,

1 (8) the name and address of the legal entity that is the employer and, if the employer is a
2 farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address
3 of the legal entity that secured the services of the employer, and (9) all applicable hourly
4 rates in effect during the pay period and the corresponding number of hours worked at each
5 hourly rate by the employee[.]” California Labor Code section 226(a).

6 105. Under California Labor Code section 226.3, “[a]ny employer who violates subdivision (a)
7 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars
8 (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000)
9 per employee for each violation in a subsequent citation, for which the employer fails to
10 provide the employee a wage deduction statement or fails to keep the records required in
11 subdivision (a) of Section 226.” The penalties provided for in California Labor Code
12 section 226.3 are in addition to other penalties provided by law.

13 106. As a direct result of SAFE HAVEN and/or DOES unlawful acts, Plaintiff and the Class he
14 intends to represent have been damaged and are entitled to recovery of such amounts, plus
15 interest thereon, attorneys’ fees, and costs, pursuant to California Labor Code section 226.

16 107. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described
17 below.

18 **SIXTH CAUSE OF ACTION AGAINST SAFE HAVEN AND/OR DOES: Failure to Pay All**
19 **Wages Due at the Time of Termination from Employment (Lab. Code §§ 201-203)**

20 108. Plaintiff and those similarly situated Class Members hereby incorporate by reference each
21 and every other paragraph in this Complaint herein as if fully plead.

22 109. Plaintiff DAVID BAIRD terminated his employment with SAFE HAVEN and/or DOES.

23 110. Whether Plaintiff DAVID BAIRD voluntarily or involuntarily terminated his employment
24 with SAFE HAVEN and/or DOES, Defendant and/or DOES did not timely pay him
25 straight time wages owed at the time of his termination.

26 111. Whether Plaintiff DAVID BAIRD voluntarily or involuntarily terminated his employment
27 with SAFE HAVEN and/or DOES, Defendant and/or DOES did not timely pay him
28 overtime wages owed at the time of his termination.

- 1 112. Whether Plaintiff DAVID BAIRD voluntarily or involuntarily terminated his employment
2 with SAFE HAVEN and/or DOES, Defendant and/or DOES did not timely pay him meal
3 and/or rest period premiums owed at the time of his termination.
- 4 113. Numerous members of the Class are no longer employed by SAFE HAVEN and/or DOES.
5 They were either fired or quit SAFE HAVEN's and/or DOES' employ. SAFE HAVEN
6 and/or DOES did not pay all timely wages owed at the time of their termination. SAFE
7 HAVEN and/or DOES did not pay all premium wages owed at the time of their termination.
- 8 114. California Labor Code section 203 provides that, if an employer willfully fails to pay,
9 without abatement or reduction, in accordance with Labor Code sections 201, 201.5, 202
10 and 205.5, any wages of an employee who is discharged or who quits, the wages of the
11 employee shall continue at the same rate, for up to thirty (30) days from the due date
12 thereof, until paid or until an action therefore is commenced.
- 13 115. SAFE HAVEN and/or DOES failed to pay Plaintiff DAVID BAIRD a sum certain at the
14 time of his termination or within seventy-two (72) hours of his resignation and have failed
15 to pay those sums for thirty (30) days thereafter. Pursuant to the provisions of Labor Code
16 section 203, Plaintiff DAVID BAIRD is entitled to a penalty in the amount of his daily
17 wage, multiplied by thirty (30) days.
- 18 116. When Plaintiff and those members of the Class who are former employees of SAFE
19 HAVEN and/or DOES separated from Defendant's and/or DOES' employ, Defendant
20 and/or DOES willfully failed to pay all straight time wages, overtime wages, meal period
21 premiums, and/or rest period premiums owed at the time of termination.
- 22 117. SAFE HAVEN and/or DOES failure to pay said wages to Plaintiff DAVID BAIRD and
23 members of the Class he seeks to represent, was willful in that SAFE HAVEN and/or
24 DOES and each of them knew the wages to be due, but failed to pay them.
- 25 118. As a consequence of SAFE HAVEN's and/or DOES' willful conduct in not paying wages
26 owed at the time of separation from employment, Plaintiff DAVID BAIRD and members
27 of the proposed Class are entitled to thirty (30) days' worth of wages as a penalty under
28 California Labor Code section 203, together with interest thereon and attorneys' fees and

1 costs.

2 119. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described
3 below.

4 **EIGHTH CAUSE OF ACTION AGAINST SAFE HAVEN AND/OR DOES: Failure to**
5 **Reimburse/Illegal Deductions (Lab. Code §§ 221, 2802; IWC Wage Order No. 4; Cal. Code**
6 **Regs., Title 8, § 11040)**

7 120. Plaintiff and those similarly situated Class members hereby incorporate by reference each
8 and every other paragraph in this Complaint herein as if fully plead.

9 121. An employer shall indemnify employees for all necessary expenditures or losses incurred
10 by the employees in direct consequence of the discharge of the employees' duties, or the
11 employees' obedience to the directions of the employer. Further, an employer shall not
12 collect or receive from an employee any part of wages theretofore paid by employer to
13 employee.

14 122. SAFE HAVEN and/or DOES have had a continuous policy and/or practice of failing to
15 reimburse and/or indemnify Plaintiff and the Class Members for expenses for company
16 and/or business-related purposes.

17 123. SAFE HAVEN and/or DOES have had a continuous policy and/or practice of failing to
18 reimburse and/or indemnify Plaintiff and the Class Members for expenses incurred as a
19 direct consequence of the discharge of their work duties.

20 124. SAFE HAVEN and/or DOES have had a continuous policy and/or practice of failing to
21 reimburse and/or indemnify Plaintiff and the Class Members for expenses incurred in direct
22 consequence of employees' obedience to the directions of SAFE HAVEN and/or DOES.

23 125. SAFE HAVEN and/or DOES have had a continuous policy and/or practice of failing to
24 reimburse and/or indemnify Plaintiff and the Class Members. Plaintiff and the Class
25 Members incurred expenses in the discharge of their duties without receiving
26 reimbursement from SAFE HAVEN.

27 126. SAFE HAVEN, for example, fails to reimburse for all work-related expenses, such as, but
28 not limited to, mileage, fuel, wear and tear on security technician/installer's personal

1 vehicles that are used for work-related purposes, insurance, tolls, or any other expense
2 associated with maintaining and using personal vehicles for SAFE HAVEN's business
3 purposes.

4 127. Throughout the Statutory Period and through uniform policies applicable to all security
5 technicians/installers, SAFE HAVEN mandates that security technicians/installers receive
6 and warehouse ADT Security products in their personal residences. Despite this uniformly
7 applicable mandate, SAFE HAVEN does not reimburse security technicians/installers for
8 the cost associated with this mandatory displacement of their personal residential space to
9 warehouse these installation products.

10 128. SAFE HAVEN and/or DOES have had a continuous policy and/or practice of illegally
11 deducting wages, earned bonuses and/or incentives from employees.

12 129. Said continuous policy and/or practice of failing to reimburse Plaintiff and Class Members
13 and deducting wages from employees is illegal under California Labor Code sections 221,
14 2802, and Cal. Code Regs. Title 8, section 11040(8).

15 130. As a direct result of SAFE HAVEN's and/or DOES' policy of failing to reimburse Plaintiff
16 and Class Members and deducting wages from employees, Plaintiff and those similarly
17 situated have been damaged in an amount to be proven at trial.

18 131. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described
19 below.

20 **NINTH CAUSE OF ACTION AGAINST SAFE HAVEN AND/OR DOES: Violation of**
21 **Unfair Competition Law (California Bus. & Prof. Code, § 17200, et seq.)**

22 132. Plaintiff and those similarly situated Class Members hereby incorporate by reference each
23 and every other paragraph in this Complaint herein as if fully plead.

24 133. SAFE HAVEN and/or DOES failure to pay all straight time and overtime wages earned,
25 failure to provide compliant meal and/or rest breaks and/or compensation in lieu thereof,
26 failure to itemize and keep accurate records, failure to pay all wages due at time of
27 termination, as alleged herein, constitutes unlawful activity prohibited by California
28 Business and Professions Code section 17200, et seq.

- 1 134. The actions of SAFE HAVEN and/or DOES in failing to pay Plaintiff and members of the
2 proposed Class in a lawful manner, as alleged herein, constitutes false, unfair, fraudulent
3 and deceptive business practices, within the meaning of California Business and
4 Professions Code section 17200, et seq.
- 5 135. Plaintiff is entitled to an injunction and other equitable relief against such unlawful
6 practices in order to prevent future damage, for which there is no adequate remedy at law,
7 and to avoid a multiplicity of lawsuits. Plaintiff brings this cause individually and as
8 members of the general public actually harmed and as a representative of all others subject
9 to SAFE HAVEN and/or DOES unlawful acts and practices.
- 10 136. As a result of their unlawful acts, SAFE HAVEN and/or DOES have reaped and continue
11 to reap unfair benefits at the expense of Plaintiff and the proposed Class he seeks to
12 represent. SAFE HAVEN and/or DOES should be enjoined from this activity and made to
13 disgorge these ill-gotten gains and restore Plaintiff and the members of the proposed Class
14 pursuant to Business and Professions Code section 17203. Plaintiff is informed and
15 believes, and thereon alleges, that Defendants and/or DOES are unjustly enriched through
16 their policy of not all wages owed to Plaintiff and members of the proposed Class.
- 17 137. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and members of the
18 proposed class are prejudiced SAFE HAVEN and/or DOES unfair trade practices.
- 19 138. As a direct and proximate result of the unfair business practices of SAFE HAVEN and/or
20 DOES, and each of them, Plaintiff, individually and on behalf of all employees similarly
21 situated, are entitled to equitable and injunctive relief, including full restitution and/or
22 disgorgement of all wages and premium pay which have been unlawfully withheld from
23 Plaintiff and members of the proposed Class as a result of the business acts and practices
24 described herein and enjoining SAFE HAVEN and/or DOES from engaging in the
25 practices described herein.
- 26 139. The illegal conduct alleged herein is continuing, and there is no indication that SAFE
27 HAVEN and/or DOES will cease and desist from such activity in the future. Plaintiff
28 alleges that if SAFE HAVEN and/or DOES are not enjoined from the conduct set forth in

1 this Complaint, they will continue the unlawful activity discussed herein.

2 140. Plaintiff further requests that the Court issue a preliminary and permanent injunction
3 prohibiting SAFE HAVEN and/or DOES from continuing to not pay Plaintiff and the
4 members of the proposed Class overtime wages as discussed herein.

5 141. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described
6 below.

7 **TENTH CAUSE OF ACTION AGAINST SAFE HAVEN AND/OR DOES: Violations of the**
8 **Private Attorneys General Act of 2004 (“PAGA”) (Labor Code §2698 et seq.)**

9 142. Plaintiff and those similarly situated Class members hereby incorporate by reference each
10 and every other paragraph in this Complaint herein as if fully plead.

11 143. Plaintiff, by virtue of his employment with Defendant, and Defendant’s failure to provide
12 meal, rest, and periods, overtime compensation, reimbursement for business expenses, all
13 wages for all work performed at the statutory minimum agreed upon rate, and all wages
14 due at termination, are aggrieved employees with standing to bring an action under the
15 Private Attorney General Act (“PAGA”). Plaintiff, as representative of the people of the
16 State of California, will seek any and all penalties otherwise capable of being collected by
17 the Labor Commission and/or the Department of Labor Standards Enforcement (DLSE).
18 This includes each of the following, as set forth in Labor Code Section 2699.5, which
19 provides that Section 2699.3(a) applies to any alleged violation of the following provisions:
20 Sections 201 through 203, 204, 205.5, 221, 222, 223, 226, 226.7, 510, 512, 558, 1174,
21 1194, 1197, 1197.1, 1199, and 2802.

22 144. Plaintiff is informed and believes that Defendant has violated and continues to violate
23 provisions of the California Labor Code and applicable Wage Orders related to meal, rest,
24 and recovery periods, overtime compensation, wages for all work performed, all wages due
25 at termination, failing to pay employees twice per month, failing to provide accurate
26 itemized wage statements, and reimbursement for expenses incurred during employment.

27 145. Plaintiff, as personal representative of the general public, will and does seek to recover any
28 and all penalties for each and every violation shown to exist or to have occurred during the

1 one-year period of filing this action, in an amount according to proof, as to those penalties
2 that are otherwise only available to public agency enforcement actions. Funds recovered
3 will be distributed in accordance with PAGA, with at least 75% of the penalties recovered
4 being reimbursed to the State of California and the Labor and Workforce Development
5 Agency (LWDA).

6 **V. PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff prays for judgment as follows:

- 8 A. That the Court determine that this action may be maintained as a class action;
- 9 B. For compensatory damages, in an amount according to proof at trial, with interest
10 thereon;
- 11 C. For economic and/or special damages in an amount according to proof with interest
12 thereon;
- 13 D. For unpaid straight time and overtime wages, in an amount according to proof at trial,
14 with interest thereon;
- 15 E. For compensation for all time worked;
- 16 F. For compensation for not being provided paid rest breaks;
- 17 G. For compensation for not being provided paid meal periods;
- 18 H. For damages and/or monies owed for failure to comply with itemized employee wage
19 statement provisions;
- 20 I. For all waiting time penalties owed;
- 21 J. For all reimbursements of business expenses;
- 22 K. That Defendant be found to have engaged in unfair competition in violation of sections
23 17200 et seq. of the California Business and Professions Code;
- 24 L. That Defendant be ordered and enjoined to make restitution to the Class due to their
25 unfair competition, including disgorgement of their wrongfully withheld wages
26 pursuant to California Business and Professions Code sections 17203 and 17204;
- 27 M. That an order of specific performance of all penalties owed be issued under Business
28 and Professions Code sections 17202;

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- N. That Defendant be enjoined from continuing the illegal course of conduct, alleged herein;
- O. That Defendant further be enjoined to cease and desist from unfair competition in violation of section 17200 et seq. of the California Business and Professions Code;
- P. That Defendant be enjoined from further acts of restraint of trade or unfair competition;
- Q. For penalties for each violation of the Labor Code Private Attorneys General Act of 2004 (“PAGA”);
- R. For attorneys’ fees;
- S. For Liquidated Damages;
- T. For interest accrued to date;
- U. For costs of suit and expenses incurred herein; and
- V. For any such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial.

Dated:

MARA LAW FIRM, PC

David Mara, Esq.
Jill Vecchi, Esq.
Attorneys for Plaintiff DAVID BAIRD
on behalf of himself, all others similarly situated,
and on behalf of the general public.