

COURT-APPROVED NOTICE OF CLASS ACTION SETTLEMENT

Fabian Angulo, et al. v. Unified Protective Services, Inc., et al.
Los Angeles County Superior Court, Case No. BC490822

***The Superior Court for the State of California authorized this Notice. Read it carefully!
This is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

ATTN: «EmployeeName»

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Unified Protective Services, Inc., Unified Security Services, Inc., A&A Protective Services, Inc., Sherif Antoon, and Saly Antoon (collectively referred to as “Defendants”) for alleged wage and hour violations. The Action was filed by former employees of Defendants, Fabian Angulo and Joseph Frugard (“Plaintiffs”), and seeks payment of (1) unpaid wages and other relief for a class of all current and former non-exempt employees of Defendants (“Class Members”) who worked for Defendants as security guards in California at any time between August 23, 2008 through and including October 31, 2023 (“Class Period”); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all current and former non-exempt employees of Defendants who worked in California as security guards any time between July 17, 2011 and October 31, 2023 (“PAGA Period”) (“PAGA Employees”).

The proposed Settlement has two main components: (1) a Class Settlement and (2) a PAGA Settlement, and you may be entitled to a payment from both components of the Settlement depending on the period you worked for Defendants.

Based on Defendants’ business records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be «estAmount» (less applicable tax withholdings) and your Individual PAGA Payment is estimated to be «PAGA_Amount».** The actual amount you receive may be different and will depend on a number of factors. If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.

The above estimates are based on Defendants’ business records showing that **you worked «Workweeks» workweeks** during the Class Period and **you worked «PAGA_Payperiods» pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Sections 4 and 7 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected depending on what action you take. Read this Notice carefully, as you will be deemed to have read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and PAGA Employees to give up their rights to assert certain claims against Defendants.

If you are receiving this notice and worked for Defendants during the Class Period and/or the PAGA Period, you have two options under the Settlement:

- (1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue any wage claims you may have against Defendants. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>You Do Not Have to Do Anything to Participate in the Settlement</p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (“Released Claims,” as defined below).</p>
<p>You Can Opt-out of the Class Settlement but not the PAGA Settlement</p> <p>The Opt-out Deadline is September 9, 2024</p>	<p>If you do not want to participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants will pay Individual PAGA Payments to all PAGA Employees and the PAGA Employees must give up their rights to pursue Released PAGA Claims.</p>
<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by September 9, 2024</p>	<p>All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.</p>
<p>You Can Participate in the October 23, 2024 Final Approval Hearing</p>	<p>The Court’s Final Approval Hearing is scheduled to take place on October 23, 2024 at 10:00 a.m. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p>You Can Challenge the Calculation of Your Workweeks/Pay Periods</p> <p>Written Challenges Must be Submitted by September 9, 2024</p>	<p>The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and PAGA Period Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by September 9, 2024. See Section 4 of this Notice.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendants. The Action alleges Defendants violated California labor laws by: (1) failing to pay regular and overtime wages; (2) failing to provide accurate itemized wage statements; (3) failing to provide rest periods; (4) failing to provide meal periods; (5) failing to reimburse for necessary business expenses; (6) failing to pay all wages owed upon termination; (7) failing to provide accurate resting facilities; (8) failing to permit inspection of personnel file and records; and (9) unfair business practices. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code § 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the Action: Douglas N. Silverstein and Michael G. Jacob of KESLUK, SILVERSTEIN,

JACOB & MORRISON, P.C. and Graham S.P. Hollis, Dawn M. Berry, and Nora J. Steinhagen of GRAHAMHOLLIS APC (“Class Counsel”).

Defendants strongly deny the allegations in the Action and contend that they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has made no determination on whether Defendants or Plaintiffs are correct on the merits. Instead, with the help of a neutral, third-party mediator, Anthony F. Pantoni, Esq., the parties reached a negotiated settlement, rather than continue the expensive and time-consuming process of litigation. The proposed Settlement is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) settlement is in the best interests of the Class Members and PAGA Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- A. The non-bankrupt Defendants Will Pay a Total of \$1,000,000.00 as the Gross Settlement Amount (“Gross Settlement Amount”). The Gross Settlement Amount includes the 1% (a total of \$45,000.00) previously ordered paid related to the class proof of claims filed in In re: Unified Protective Services, Inc., United States Bankruptcy Court Case No. 2:19-bk-16482-NB, and the 1% (a total of \$45,000.00) previously ordered paid related to the class proof of claims filed in In re: Unified Security Services, Inc., United States Bankruptcy Court Case No. 2:21-bk-18392-NB. Defendants have agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Payments, Class Counsel’s Fees Payment, Class Counsel Expenses Payment, the Administrator Expenses Payment, and penalties to be paid to the LWDA as the LWDA PAGA Payment.
- B. Court-Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
- 1) Up to \$418,000.00 (not more than 40% of the Gross Settlement Amount) to Class Counsel for attorneys’ fees (“Class Counsel’s Fees Payment”) and up to \$60,000.00 for Class Counsel’s actual and documented litigation expenses (“Class Counsel Expenses Payment”). To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - 2) Up to \$10,000.00 as a Class Representative Payment to each Plaintiff for filing the Action, working with Class Counsel, and representing the Class. The Class Representative Payments will be the only monies Plaintiffs will receive other than their Individual Class Payments and any Individual PAGA Payments.
 - 3) Up to \$7,500.00 to the Administrator for services administering the Settlement as an Administrator Expenses Payment.
 - 4) Up to \$18,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% to the Individual PAGA Payments to the PAGA Employees based on each PAGA Employee’s PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- C. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- D. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages (“Wage Portion”) and 90% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to tax withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer-side payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are not subject to withholdings. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Individual Class Payment and/or Individual PAGA Payment are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- E. Need to Promptly Cash Payment Checks. All Participating Class Members and PAGA Employees will receive an Individual Class Payment and/or Individual PAGA Payment based on the calculations detailed below, without needing to make a claim. Checks must be cashed within 180 days. On the 181st day, checks are void and uncashed funds will be deposited with the California Controller’s Unclaimed Property Fund in your name.
- F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than September 9, 2024, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the September 9, 2024 Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (i.e., Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

- G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
- H. Administrator. The Court has appointed CPT Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide any Class Member challenges over Workweeks and/or Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
- I. Participating Class Members’ Release. After the Judgment is final, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants for claims based on the facts asserted in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

Upon the Effective Date, and except as to the right to enforce the terms and conditions in the Settlement Agreement, each Participating Class Member will release the Released Parties of all claims, actions, demands, causes of action, suits, debts, obligations, demands, rights, liabilities, or legal theories of relief, that were or could have been pleaded under local, state or federal law arising out of any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act pleaded in the Operative Complaint, including, but not limited to, claims for (1) failure to pay regular, minimum, and overtime wages; (2) failure to provide accurate itemized wage statements; (3) failure to provide rest periods; (4) failure to provide meal periods; (5) failure to reimburse necessary business expenses; (6) failure to pay all wages owed upon termination; (7) failure to provide adequate resting facilities; (8) failure to permit inspection of personnel file and records; and (9) unfair competition.

- J. PAGA Employees' PAGA Release. After the Court's judgment is final, all PAGA Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all PAGA Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants based on the facts asserted in the Action and resolved by this Settlement.

The PAGA Employees' Release for Participating and Non-Participating Class Members is as follows:

Upon the Effective Date, each PAGA Employee will release the Released Parties of all claims pursuant to the Private Attorneys General Act (codified in Labor Code § 2698 et seq.) arising out of any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act pleaded in the Operative Complaint against Defendants and/or the LWDA Notice dated June 12, 2012, including PAGA claims for (1) failure to pay regular, minimum, and overtime wages; (2) failure to provide accurate itemized wage statements; (3) failure to provide rest periods; (4) failure to provide meal periods; (5) failure to reimburse necessary business expenses; (6) failure to pay all waiting time penalties upon termination; (7) failure to provide adequate resting facilities; (8) failure to permit inspection of personnel file and records; (9) unfair competition; and (10) violation of Labor Code § 2699 et seq.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- A. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$4,500.00 (25% of the PAGA Penalties) by the total number of PAGA Pay Periods worked by all PAGA Employees during the PAGA Period, and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Employee.
- C. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' business records, are stated in the first page of this Notice. You have until September 9, 2024 to challenge the number of Workweeks and/or Pay Periods credited to you. You may submit your challenge by signing and sending a letter to the Administrator via mail or fax. Section 9 of this Notice has the Administrator's contact information.

If you challenge your Workweeks or Pay Periods, you should support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' business records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- A. Participating Class Members. The Administrator will issue checks for the Individual Class Payments and the Individual PAGA Payments and will send them to every Participating Class Member (i.e., every Class Member who does not opt-out) including those who also qualify as PAGA Employees, via First Class U.S. Mail, postage prepaid.
- B. Non-Participating Class Members. The Administrator will issue checks for the Individual PAGA Payments and will send them to every PAGA Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member), via First Class U.S. Mail, postage prepaid.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to sign your request, identify the Action as *Fabian Angulo, et al. v. Unified Protective Services, Inc., et al.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **Your request to be excluded must be postmarked by September 9, 2024, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least 16 court days before the October 23, 2024 Final Approval Hearing, Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Class Counsel Fees Payment, Class Counsel Expenses Payment and Class Representative Payments stating (i) the amount Class Counsel is requesting for Class Counsel Fees Payment and Class Counsel Expenses Payment; and (ii) the amount Plaintiffs are requesting as Class Representative Payments. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you electronic copies of these documents at no cost to you.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Class Counsel Fees Payment, Class Counsel Expenses Payment, and Class Representative Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is September 9, 2024.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Fabian Angulo v. Unified Protective Services, Inc., et al.*, and include your name, current address, telephone number, and approximate dates of employment with Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on October 23, 2024 at 10:00 a.m. in Department 7 of the Los Angeles County Superior Court – Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, California 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much

of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, the Administrator, and the LWDA. In all Civil Departments and hearing types, the Court has remote video and audio courtroom appearance technology via LA CourtConnect (“LACC”). You may attend (or hire a lawyer to attend) either personally or virtually via LACC (<https://my.lacourt.org/laccwelcome>). To review court files in person at the Clerk’s Office, appointments are strongly recommended. Check the Court’s website for the most current information regarding COVID-19 and social distancing protocols (<https://www.lacourt.org/newsmedia/ui/AccessLACourtYourWay.aspx>).

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator’s website www.cptgroupcaseinfo.com/upssettlement beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to CPT Group, Inc.’s website at www.cptgroupcaseinfo.com/upssettlement. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to <https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil> and entering the Case Number for the Action, Case No. BC490822. **Do not telephone the court to obtain information about the settlement.**

You may also contact Class Counsel and the Settlement Administrator:

Class Counsel

Kesluk, Silverstein, Jacob & Morrison, P.C.

Douglas N. Silverstein
Michael G. Jacob
9255 Sunset Boulevard, Suite 411
Los Angeles, California 90069-3309
Telephone: (310) 273-3180
Email: mjacob@californialaborlawattorney.com

GRAHAMHOLLIS APC

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Angulo, et al. v. Unified Protective Services, Inc., et al.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Fax: 1-949-419-3446

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the California Controller’s Unclaimed Property Fund for instructions on how to retrieve the funds

11. WHAT IF I CHANGE MY ADDRESS?

You should immediately notify the Administrator if you move or otherwise change your mailing address.