

AMENDED SETTLEMENT OF CLASS ACTION AND RELEASE OF CLAIMS

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

This Settlement of Class Action and Release of Claims (“Settlement” or “Agreement”) is made by and between Plaintiffs Fabian Angulo and Joseph Frugard (“Plaintiffs” or “Class Representatives”), on behalf of themselves and the Certified Class, and Defendants Unified Protective Services, Inc., Unified Security Services, Inc., A&A Protective Services, Inc., Sherif Antoon, and Saly Antoon (“Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means Plaintiffs’ lawsuit alleging wage and hour violations against Defendants captioned *Angulo, et al. v. Unified Protective Services, Inc., et al.*, Case No. BC490822, initiated on August 23, 2012, as amended by the operative Second Amended Complaint (the “Operative Complaint”), and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Class” means the Class Representatives and all persons who are listed on the attached Exhibit A and who have also been employed as security guards by Defendants Unified Protective Services, Inc., Unified Security Services, Inc., A&A Protective Services, Inc., Sherif Antoon, or Saly Antoon in the state of California, at any time since August 23, 2008.
- 1.5. “Class Counsel” means the law firms of Kesluk, Silverstein, Jacob & Morrison, P.C. and GrahamHollis APC.
- 1.6. “Class Counsel Fees Payment” and “Class Counsel Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and actual and documented litigation expenses, respectively, incurred in prosecuting the Action.
- 1.7. “Class Data” means Class Member identifying information in Defendants’ possession, including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.8. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a PAGA Employee).
- 1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

- 1.10. "Class Notice" means the Notice of Class Action Settlement, to be mailed to Class Members in the form, without material variation except as may be ordered by the Court, attached as Exhibit B and incorporated by reference into this Agreement.
- 1.11. "Class Period" means the period from August 23, 2008 through and including the date of an order by the Court granting preliminary approval of this settlement.
- 1.12. "Class Representatives" means Fabian Angulo and Joseph Frugard, the named Plaintiffs in the Operative Complaint in the Action seeking Court approval to serve as Class Representatives.
- 1.13. "Class Representative Payments" means the payments to the Class Representatives for initiating the Action and providing services in support of the Action.
- 1.14. "Court" means the Superior Court of California, County of Los Angeles.
- 1.15. "Defendants" means Unified Protective Services, Inc., Unified Security Services, Inc., A&A Protective Services, Inc., Sherif Antoon, and Saly Antoon, the named defendants in the Action.
- 1.16. "Defense Counsel" means KMB Law Group, Inc.
- 1.17. "Effective Date" means the date by when all of the following have occurred: (1) the bankruptcy court approves the Settlement and enters an Order authorizing the Parties to seek preliminary approval through the Court; (2) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; (3) the Judgment is final; and (4) the Gross Settlement Amount is fully funded pursuant to the payment plan set forth in Section 3.1.1 of this Agreement. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Member objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.18. "Final Approval" means the Court's order granting final approval of the Settlement.
- 1.19. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.
- 1.20. "Gross Settlement Amount" means \$1,000,000.00, to be paid by the non-bankrupt Defendants, less 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) allocated in the proposed bankruptcy plan filed in In re: Unified Security Services, Inc., United States Bankruptcy Court Case No. 2:21-bk-18392-NB. The Gross Settlement Amount will be the maximum total amount Defendants agree to pay to under the Settlement used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Expenses Payment, the Class Representative Payments, and the Administration Expenses Payment, with the sole

exception being separately applicable employer-side payroll taxes owed on the Wage Portions of the Individual Class Payments.

- 1.21. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period or percentage of W2 income.
- 1.22. "Individual PAGA Payment" means the PAGA Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.23. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.24. "LWDA" means the California Labor and Workforce Development Agency, the agency to receive a share of PAGA Penalties under Labor Code § 2699, subd. (i).
- 1.25. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699, subd. (i).
- 1.26. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class Representative Payments, Class Counsel Fees Payment, Class Counsel Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.27. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.28. "PAGA Employee" means a current or former non-exempt employee of Defendants who worked for Defendants as a security guard in the state of California during the PAGA Period.
- 1.29. "PAGA Pay Period" means any pay period during the PAGA Period during which a PAGA Employee worked for Defendants as a non-exempt security guard in the state of California for at least one day (less any pay periods during which the PAGA Employee was entirely on a leave of absence).
- 1.30. "PAGA Period" means the period between July 17, 2011 and the date of Preliminary Approval.
- 1.31. "PAGA" means the Private Attorneys General Act (Labor Code § 2698. et seq.).
- 1.32. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in the amount of \$18,000, allocated 25% to the PAGA Employees (\$4,500) and 75% to the LWDA (\$13,500) in settlement of PAGA claims.
- 1.33. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.34. "Plaintiffs" means Fabian Angulo and Joseph Frugard, the named Plaintiffs in the Action.

- 1.35. "Preliminary Approval" means the Court's order granting preliminary approval of the Settlement.
- 1.36. "Released Class Claims" means the claims being released as described in Paragraph 5.1 below.
- 1.37. "Released PAGA Claims" means the claims being released as described in Paragraph 5.2 below.
- 1.38. "Released Parties" means Defendants Unified Protective Services, Inc., Unified Security Services, Inc., A&A Protective Services, Inc., Sherif Antoon, and Saly Antoon, each of their past, present, and future officers, directors, employees, agents, representatives, attorneys, insurers, investors, shareholders, consultants, parent companies, subsidiaries, affiliates, divisions, predecessors, assigns, and joint ventures.
- 1.39. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.40. "Response Deadline" means 60 calendar days after the Administrator mails Notice to Class Members and PAGA Employees and shall be the last date on which Class Members may: (a) fax or mail Requests for Exclusion from the Settlement, or (b) fax or mail his or her Objection to the Settlement.
- 1.41. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.42. "Workweek" means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

2. **RECITALS.**

- 2.1 On August 23, 2012, Plaintiff Fabian Angulo, filed a wage and hour class action suit, *Angulo v. Unified Protective Services, Inc., et al.*, in the Los Angeles Superior Court, Case No. BC490822. On or about October 31, 2012, Plaintiff Joseph Frugard filed a class and representative action complaint. On December 14, 2012, the Court related the cases. Thereafter, on December 9, 2013, the Plaintiffs filed the operative consolidated Second Amended Complaint, raising class allegations on behalf of all other Class Members, as well as on behalf of the State of California under the California Labor Code's Private Attorneys General Act of 2004 ("PAGA")
- 2.2 The Operative Complaint asserts causes of action for: (1) failure to pay regular and overtime wages; (2) failure to provide accurate itemized wage statements; (3) failure to provide rest periods; (4) failure to provided 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; (9) unfair competition; and (10) violation of Labor Code § 2699 et seq.
- 2.3 On December 11, 2014, the Court granted Plaintiffs' motion for class certification, thereby certifying a Class consisting of all persons who are employed or have been employed as security guards by Defendants Unified Protective Services, Inc., Unified Security Services,

Inc., A&A Protective Services, Inc., Sherif Antoon, or Saly Antoon in the State of California, since August 23, 2008.

- 2.4 Defendants have denied and continue to deny each of the claims and contentions alleged by Plaintiffs in the Action. Defendants have repeatedly asserted and continue to assert defenses thereto, and have expressly denied and continue to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action. Defendants also have denied and continue to deny, inter alia, the allegations that Plaintiffs have suffered damage; that Defendants improperly failed to pay wages, including overtime and failed to provide meal and rest periods in accordance with California law; that Defendants engaged in any unlawful, unfair or fraudulent business practices; that Defendants engaged in any wrongful conduct as alleged in the Action; or that Plaintiffs were harmed by the conduct alleged in the Action. Neither this Agreement, nor any document 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 Defendants of any fault, wrongdoing or liability whatsoever.
- 2.5 Pursuant to Labor Code § 2699.3, subd.(a), Plaintiffs gave written notice to Defendants and the LWDA on June 12, 2012.
- 2.6 On January 12, 2023, the Parties participated in an all-day private mediation presided over by well-respected wage and hour mediator, Anthony F. Pantoni, which led to this Agreement to settle the Action. The Settlement is the product of arm's-length negotiations by highly skilled and well-informed counsel.
- 2.7 Prior to mediation, Plaintiffs obtained, through formal and informal discovery, the identity of and contact information for members of the putative class, Defendants' policies and procedures related to the claims asserted, and timekeeping and payroll records for a number of Class Members.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants agree to pay a maximum total amount of \$1,000,000.00 as the Gross Settlement Amount, less 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, and to separately pay the applicable employer-side payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount or any applicable payroll taxes prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
 - 3.1.1 Funding of the Gross Settlement Amount. The Gross Settlement Amount shall be paid by Defendants in ten (10) installments as follows: (1) the first installment in the amount of \$100,000.00 shall be deposited with the Administrator within fifteen (15)

calendar days of the Court's final approval of this Settlement; (2) the second installment in the amount of \$100,000.00 shall be deposited with the Administrator no later than the first of the next full month following the first installment; (3) the third installment in the amount of \$100,000.00 shall be deposited with the Administrator no later than the first of the next month following the second installment; (4) the fourth installment in the amount of \$100,000.00 shall be deposited with the Administrator no later than the first of the next month following the third installment; (5) the fifth installment in the amount of \$100,000.00 shall be deposited with the Administrator no later than the first of the next month following the fourth installment; (6) the sixth installment in the amount of \$100,000.00 shall be deposited with the Administrator no later than the first of the next month following the fifth installment; (7) the seventh installment in the amount of \$100,000.00 shall be deposited with the Administrator no later than the first of the next month following the sixth installment; (8) the eighth installment in the amount of \$100,000.00 shall be deposited with the Administrator no later than the first of the next month following the seventh installment; (9) the ninth installment in the amount of \$100,000.00 shall be deposited with the Administrator no later than the first of the next month following the eighth installment; and (10) the tenth installment in the amount of \$100,000.00, less any amounts previously paid in relation 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 any amount to be paid in connection with the class proof of claim in the matter of In re: Unified Security Services, Inc., United States Bankruptcy Court Case No. 2:21-bk-18392-NB pursuant to its Subchapter V Plan, shall be deposited with the Administrator no later than the first of the next month following the ninth installment.

3.1.2 Payment of Employer-Side Payroll Taxes. Defendants shall pay the applicable employer-side payroll taxes owed on the Wage Portions of the Individual Class Payments within fifteen (15) days after receiving notice of the total amount owed from the administrator.

3.1.3 Non-Payment and Default. In the event of non-payment of any installment described above, Plaintiffs will notify Defendants of default via email to Defense Counsel, Kevin Badkoubehi, at kevin@kmbllawgroup.com, and Bankruptcy Counsel, Sofya Davtyan, at sofya.davtyan@bankruptcypower.com. If, from the time of the sending of said email notice, Defendants fail to remedy the non-payment in fourteen (14) calendar days, the entire Gross Settlement Amount will become due (less any installments previously paid by Defendants). In the event of default, in addition to the jointly and severally liable Defendants, individual Saly Antoon shall be liable as an additional personal guarantor of the settlement and Plaintiffs will be authorized to file a stipulated judgment against all Defendants, including Saly Antoon, jointly and severally, on behalf of the Class for the entire Gross Settlement Amount (less any installments previously paid), plus attorneys' fees and costs. The proposed stipulated judgment is attached hereto as Exhibit C. The stipulated judgment shall only be filed in the event of non-payment, as set forth in this paragraph.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

- 3.2.1 To Plaintiffs: A Class Representative Payment to each Class Representative of not more than \$10,000.00 as approved by the Court (in addition to any Individual Class Payment they are entitled to receive as a Participating Class Member and any Individual PAGA Payment they are entitled to receive) as a service award to Plaintiffs for their participation in this Action and in exchange for their execution of general release of all claims against Defendants in their individual capacity and Civil Code section 1542, as outlined in Paragraph 5.3 of this Agreement. Defendants will not oppose Plaintiffs' request for Class Representative Payments that do not exceed this amount. If the Court approves a Class Representative Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Payment.
- 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 40% of the Gross Settlement Amount, which is currently estimated to be \$418,000.00, and a Class Counsel Expenses Payment of not more than \$60,000.00 as reimbursement of Class Counsel's actual and documented litigation costs, both as approved by the Court. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs will file a motion for Class Counsel Fees Payment and Class Counsel Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Expenses Payment less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. Released Parties shall have no liability to Class Counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Expenses Payment.
- 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$7,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$7,500.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4 To the LWDA and PAGA Employees: PAGA Penalties allocated to the LWDA PAGA Payment and to the Individual PAGA Payments.
- 3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all PAGA Employees during the PAGA Period and (b) multiplying the result by each PAGA Employee's PAGA Period Pay Periods. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4.2 The Administrator will report the Individual PAGA Payments on IRS 1099 Forms, if applicable. PAGA Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5 To Each Participating Class Member: An Individual Class Payment calculated 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 each Participating Class Member's Workweeks.

3.2.5.1 Tax Allocation of Individual Class Payments. The Parties agree that 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions will be subject to tax withholding and reported on an IRS W-2 Form. The remaining 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions will not be subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on any portion of their Individual Class Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Equitable Distribution. The parties will agree on an equitable distribution to class members based upon weeks worked during class period or percentage of W2 income. Defendants will provide their estimate of workweeks or W2 income based upon payroll data and records – class members will have an opportunity to dispute. Based on a review of their records to date, Defendants estimate that there are approximately 244 Class Members who worked during the Class Period.

4.2 Class Data. Not later than twenty-one (21) calendar days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. The Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Payments from the Gross Settlement Amount. Within thirty (30) calendar days after Defendants fully fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Expenses Payment, and the Class Representative Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Expenses Payment, and the Class Representative Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.3.1 The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class

Members. The Administrator will send checks for Individual PAGA Payments to all PAGA Employees including Non-Participating Class Members who qualify as PAGA Employees. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.3.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.3.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is cancelled on the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member or PAGA Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure § 384, subd. (b).
- 4.3.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.**

- 5.1 **Released Class Claims.** Upon the Effective Date, and except as to the right to enforce the terms and conditions of this 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.
- 5.2 **Released PAGA Claims:** 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.

5.3 General Release by Plaintiffs. In exchange for the Class Representative Payments, upon the Effective Date, and except as to the right to enforce the terms and conditions of this Agreement, Plaintiffs release the Released Parties from any and all charges, complaints, claims, causes of action, demands, disputes, damages, business expenses, attorneys' fees, costs, losses, and liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, which Plaintiffs, at any time, had, claimed to have, or may have, including but not limited to, any and all claims arising out of, relating to, or resulting from their employment with and separation of employment with Released Parties, including any claims arising under any federal, state, or local law relating to employment, including, but in no way limited to, any claim under Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), 42 U.S.C. § 1981; the Americans with Disabilities Act ("ADA"); the Family and Medical Leave Act ("FMLA"); the Employee Retirement Income Security Act ("ERISA"); the California Family Rights Act ("CFRA"); the California Fair Employment and Housing Act ("FEHA"); all claims for wages or penalties under the Fair Labor Standards Act ("FLSA"); all claims for wages or penalties under the California Labor Code; Business and Professions Code § 17200 et seq.; all laws relating to violation of public policy, retaliation, or interference with legal rights; any and all other employment or discrimination laws; whistleblower claims; any tort, fraud, or constitutional claims; and any breach of contract claims or claims of promissory estoppel. It is agreed that this is a general release and is to be broadly construed as a release of all claims; provided that, notwithstanding the foregoing, this paragraph expressly does not include a release of any claims that cannot be released hereunder by law. Nothing in this Agreement prohibits Plaintiffs from filing a charge or complaint or communicating with a government agency where, as a matter of law, Defendants may not restrict Plaintiffs' ability to do so. However, Plaintiffs hereby waive their right to any monetary benefits or recovery in connection with any such claim, charge or proceeding, except this Agreement does not limit Plaintiffs' right to receive an award for information provided to any government agencies. Nothing in this Agreement waives Plaintiffs' right to testify or prohibits them from testifying in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment when they have been required or requested to attend the proceeding pursuant to a court order, subpoena or written request from an administrative agency or the California state legislature. Plaintiffs understand and expressly agree that this Agreement extends to claims that they may have against Released Parties, of whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past, present, or future, arising from or attributable to an incident or event, occurring in whole or in part, on or before the Effective Date of this Agreement. Any and all rights granted under any state or federal law or regulation limiting the effect of this Settlement Agreement, including the provisions of section 1542 of the California Civil Code, are hereby expressly waived. Section 1542 of the California Civil Code reads 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.

6. MOTION FOR PRELIMINARY APPROVAL.

- 6.1 Plaintiffs' Responsibilities. Class Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code § 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; and (iii) a signed declaration from Class Counsel attesting to its competency to represent the Class Members and its timely transmission to the LWDA of all necessary PAGA documents. Class Counsel will provide the drafts in (i) to (iii) to Defense Counsel at least five (5) calendar days before filing for review and comment.
- 6.1.1 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement or provide information requested by the Court. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected CPT Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, CPT Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Notice to Class Members.
- 7.2.1 Using best efforts to perform as soon as possible, and in no event later than fifteen (15) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit B. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.2.2 Not later than three business (3) days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained.

The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

- 7.2.3 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional ten (10) calendar days beyond the sixty (60) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.2.4 If the Administrator, Defendants, or Class Counsel are contacted by or otherwise discover any person who believes they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send a Class Notice requiring them to exercise options under this Agreement not later than ten (10) calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later.

7.3 Requests for Exclusion.

- 7.3.1 Class Members who wish to exclude themselves from the Class Settlement must send the Administrator, by fax or mail, a signed written Request for Exclusion not later than sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional ten (10) calendar days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that clearly communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name and address. To be valid, a Request for Exclusion must be timely faxed or postmarked by the Response Deadline.
- 7.3.2 The Administrator shall accept any Request for Exclusion as valid if the Administrator can clearly ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.3.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.1 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.3.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Non-Participating Class Members who are PAGA Employees are deemed to release the

claims identified in Paragraph 5.2 of this Agreement and are eligible for an Individual PAGA Payment.

7.4 Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional ten (10) calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and/or PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the administrator via fax or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.5 Objections to Settlement.

7.5.1 Only Participating Class Members may object to the class action components of the Settlement, including contesting the fairness of the Settlement and/or the amounts requested for the Class Counsel Fees Payment, the Class Counsel Expenses Payment, and/or the Class Representative Payment.

7.5.2 Participating Class Members may send written objections to the Administrator by fax or mail. In the alternative, Participating Class Members may appear in Court (or retain an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than sixty (60) calendar days after the Administrator's mailing of the Class Notice (plus an additional ten (10) calendar days for Class Members whose Class Notice was re-mailed).

7.5.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.6 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.6.1 Website and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Expenses Payment and Class Representative Payment, and the Final Approval Order and the Judgment. The Administrator will also maintain and monitor a toll-free telephone number to receive Class Member calls and faxes.

7.6.2 Requests for Exclusion and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than

five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing: (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- 7.6.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion received, objections received, and challenges to Workweeks and/or Pay Periods received (“Weekly Report”).
- 7.6.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final, decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.6.5 Administrator’s Declaration. Not later than ten (10) calendar days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the number of Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections, and the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration in Court
- 7.6.6 Final Report by Administrator. Within ten (10) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least ten (10) calendar days before any deadline set by the Court, the Administrator will prepare, and will submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **DEFENDANTS’ RIGHT TO WITHDRAW**. If either the number of valid Requests for Exclusion exceeds 10% of the total of all Class Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio and shall have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw no later than seven (7) calendar days of receiving the final Exclusion List from the Administrator.

9. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court a motion seeking final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code § 2699, subd. (1), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than five (5) calendar days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 9.1 **Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 9.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material modification of the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval, but consistent with Defendants’ right to withdraw as set forth in Section 8 above. The Court’s decision to award less than the amounts requested for the Class Representative Payment or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 9.3 **Continuing Jurisdiction of the Court.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 9.4 **Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.** If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires any material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court’s concerns and to obtain Final Approval and entry of Judgment. An appellate decision to vacate, reverse, or modify the Court’s award of the Class Representative Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.
10. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure § 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.
11. **ADDITIONAL PROVISIONS.**
- 11.1 **No Admission of Liability.** This Agreement represents a compromise and settlement of disputed claims. Nothing in this Agreement is intended to or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint and/or the LWDA letter have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants’ defenses in

the Action have merit. The Settlement, this Agreement, and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

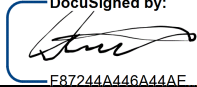
- 11.2 No Publicity. Neither Plaintiffs nor Class Counsel shall hold a press conference or otherwise seek to affirmatively publicize the Settlement in the media or on social media. If contacted by the media regarding the Settlement, Plaintiffs and Class Counsel will state only "It was a fair settlement and we are happy with the results," or something to that effect. Nothing in this Agreement shall prohibit Plaintiffs from exercising protected rights under California law, the National Labor Relations Act, or the federal securities laws to the extent that these rights cannot be waived by agreement, or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order. Further, nothing in this Agreement shall prohibit Plaintiffs from providing truthful information as required by law in a legal proceeding or a government investigation or proceeding.
- 11.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or to appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 11.5 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator or the Court for resolution.
- 11.6 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 11.7 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.
- 11.8 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

- 11.9 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.10 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 11.11 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.
- 11.12 Confidentiality. To the extent permitted by law, all agreements made and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 11.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 11.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or California state court legal holiday, such date or deadline shall be on the first business day thereafter.
- 11.15 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*e.g.*, DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 11.16 Stay of Litigation. The Parties reached a settlement of this matter in principle on January 12, 2023. The Parties agree that, as of January 12, 2023, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that pursuant to Code of Civil Procedure § 583.330, as of January 12, 2023, the five year deadline to bring a case to trial under Code of Civil Procedure § 583.310 is extended for the entire period of this settlement process, whether through final approval and judgment or the Court’s complete and final rejection of this settlement.
- 11.17 Indemnification. Defendants acknowledge and agree that they will indemnify the Class Representatives and Class Counsel for any and all costs any of them incur as a result of any claims made by creditors, parties to any of Defendants’ bankruptcy proceedings, any attorneys, consultants, expert witnesses, or other third-parties to recover monies related in any way to the amounts paid pursuant to this Settlement Agreement or as a result of Defendants’ misrepresentations pertaining to the amount of workweeks or Class Members.
- 11.18 Gross Settlement Amount Secured by Real Property. Defendants agree to secure the settlement amount with real property having equity sufficient to pay the Gross Settlement Amount.
- 11.19 Bankruptcy Funds Will Also Be Dispersed by Claims Administrator as Part of Settlement.

As set forth in paragraph 3.1.1, all funds previously ordered due and paid related to the class proof of claims filed in the matters of In re: Unified Protective Services, Inc., United States Bankruptcy Court Case No. 2:19-bk-16482-NB and In re: Unified Security Services, Inc., United States Bankruptcy Court Case No. 2:21-bk-18392-NB shall be paid by Defendants as part of the \$1,000,000.00 Gross Settlement Amount and will be distributed to Participating Class Members as reflected above.

ACCEPTED AND AGREED:

Dated: 10/6/2023

By: 
Plaintiff Fabian Angulo

Dated: _____

By: _____
Plaintiff Joseph Frugard

Dated: _____

By: _____
Sherif Antoon, Individually and as
Authorized Agent of Defendants Unified
Protective Services, Inc., Unified Security
Services, Inc., A&A Protective Services, Inc.

Dated: _____

By: _____
Saly Antoon, Individually

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ACCEPTED AND AGREED:

Dated: _____

By: _____
Plaintiff Fabian Angulo

Dated: 10/6/2023

By: _____
Plaintiff Joseph Frugard
DocuSigned by:
Joseph Matthew Frugard
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Dated: _____

By: _____
Sherif Antoon, Individually and as
Authorized Agent of Defendants Unified
Protective Services, Inc., Unified Security
Services, Inc., A&A Protective Services, Inc.

Dated: _____

By: _____
Saly Antoon, Individually

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ACCEPTED AND AGREED:

Dated: _____

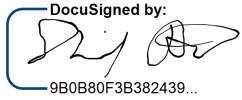
By: _____
Plaintiff Fabian Angulo

Dated: _____

By: _____
Plaintiff Joseph Frugard

10/6/2023

Dated: _____

By: _____

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Sherif Antoon, Individually and as
Authorized Agent of Defendants Unified
Protective Services, Inc., Unified Security
Services, Inc., A&A Protective Services, Inc.

Dated: _____

By: _____
Saly Antoon, Individually

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ACCEPTED AND AGREED:

Dated: _____

By: _____
Plaintiff Fabian Angulo

Dated: _____

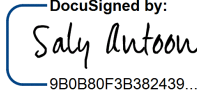
By: _____
Plaintiff Joseph Frugard

Dated: _____

By: _____
Sherif Antoon, Individually and as
Authorized Agent of Defendants Unified
Protective Services, Inc., Unified Security
Services, Inc., A&A Protective Services, Inc.

10/9/2023


Dated: _____

By:  _____
Saly Antoon, Individually

APPROVED AS TO FORM:

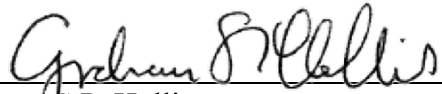
Dated: October 6, 2023

**KESLUK, SILVERSTEIN, JACOB &
MORRISON, P.C.**

By: 
Douglas N. Silverstein
Michael G. Jacob
Attorneys for Plaintiff Fabian Angulo

Dated: October 9, 2023

GRAHAMHOLLIS APC

By: 
Graham S.P. Hollis
Dawn M. Berry
Nora J. Steinhagen
Attorneys for Plaintiff Joseph Frugard

Dated: _____

KMB LAW GROUP, APC

By: _____
Kevin M. Badkoubehi
Attorney for Defendants Unified Protective
Services, Inc., Unified Security Services, Inc.,
A&A Protective Services, Inc., Sherif Antoon,
and Saly Antoon

APPROVED AS TO FORM:

Dated: _____

**KESLUK, SILVERSTEIN, JACOB &
MORRISON, P.C.**

By: _____
Douglas N. Silverstein
Michael G. Jacob
Attorneys for Plaintiff Fabian Angulo

Dated: _____

GRAHAMHOLLIS APC

By: _____
Graham S.P. Hollis
Dawn M. Berry
Nora J. Steinhagen
Attorneys for Plaintiff Joseph Frugard

Dated: 10/6/22

KMB LAW GROUP, APC

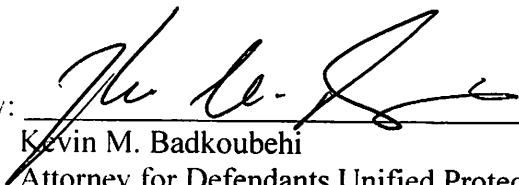
By: 
Kevin M. Badkoubehi
Attorney for Defendants Unified Protective
Services, Inc., Unified Security Services, Inc.,
A&A Protective Services, Inc., Sherif Antoon,
and Saly Antoon

EXHIBIT A

FirstName	LastName
RONALD	SLATER
ADONIS	MERCADO
JAIME	ZAPATA
JESUS MENDEZ	ZELAYA
JOHN	WALUND JR
JUAN	VILLA
KHACHATUR	ADURYAN
LARRY	ROBERTS
LORENZO	DIAZ
MARCUS	HUDSON
MARIO	AMAYA
OLLIE	JONES JR
RICHARD	BOWDEN
ROUBIK	DERHOVSEPIAN
TYQUWAN	RICHARDSON
WILLIAM	MARTINEZ
AARON	VAZQUEZ
ALEJANDRO	VELAZQUEZ
ANDREW	ESPINOZA
ANDREW	MCTAW
ANDREW	ROBINSON
ANTONIO	RODRIGUES
BRUCE	GRAHAM
CALVERT GLEN	LOVE
CALVIN	SCOTT
CARLOS SEQUEN	FORONDA
CHARLES	GOLIGHTLY JR
COLLIN GOMES	PATRICK
CRISTOBAL	ABONZA
DAVID	TIMMS
DEXTER	SCOTT
ENRIQUE	TIZOC
ERIC CONROY	PORTER
FRANCISCO	VELASCO
GUIGNARD	CROWN
JAIMION MARKET	WILSON
JASON	RICHARDSON
JENNIFER	BUSTAMANTE
JERARDO	GOMEZ
JOE	JACQUEZ
JOHNEISHA	WHITE
JONATHAN	SCIANO
JORGE IVAN	BRIONES ZAMORA
JOSE EUCEDA	CRUZ
JOSE	SIMENTAL
KHOSRO	ASLINA
LA TROYIA BRAYON	STEPHENS
LAURENCE	URBAN
LEVAN	AKOPOV
LUIS ARMANDO	DIAZ
MAHAMUD	ADYS
MAYRA	CARLOS
MOISES	PADILLA
MYROME	MALLCOM
NAHEMA	GOODWIN

NATHANIEL	JOHNSON
NATHANIEL	MARTIN
NOE	HUERTA
PHILIP	ANDERSON
RAYMOND	LUKE
RIASAT	ALI
RICARDO	ROMERO
RICHARD	HERNANDEZ
RICK	WOODS
ROBERT	ORELLANA
ROBERTO	VARGAS
ROBIN CLIFFORD	BYRD
RUBEN	MENA
SEVAN	ISKHANIAN
STEPHEN	ANDERSON
THOMAS	ADAMSON
WILLIAM	MOSLEY
ABDUL	HERNANDEZ
ADAMS	DELDRIK
AIDA	TORO
ALAN	GOLDSTEIN
ALFONSO	ESTRADA
ALFREDO	ESPINOSA
ALVIN	ESTRADA
ANIS	KHAN
ANJORIN	OLANREWAJU
ANTONIO	HERNANDEZ
ANTONIO	LANDAVEREDE
ARMANDO	CASTELLANOS
ARTAVIAN	JOHNSON
ARTHUR GUTIERREZ	GOMEZ
BORIS GABRIEL	GONZALEZ
BRANDON	NEWTON
BRIAN	DALY
BRIAN	LEMCKE
BRIAN	TOWNSEND
BRITTAN	BROWN
CARLOS LOPEZ	QUINTANAR
CHAM	HENSLEY
CHRISTIAN	OCHOA
CHRISTINA	GARCIA
CLAUDIA	SIMPSON
DANEIL	AHMAD
DANIEL	GARCIA
DANNY	ESPANA
DAVID GARZON	MONOSALBA
DAVID	MARTINEZ
DELDRIK	ADAMS
DELVIN	WILLIAMS
DOLLY	SALAZAR
EBONY	YOUNG
EDDY BRIONES	PADILLA
EDIL	LIMA
EDUARDO	CORDOVA
EDUARDO	DURAN
EGAR RUFINO	CARPIO

ERIC	BLANCHARD
FEMI	OSHE
FRANCISCO	RUBALLO
FRUMENCIO	TAPIA
GABRIEL	VEGA
GEORGE LOPEZ	GIRON
GEORGIANNA	EPPS
GERARDO	VELASCO
GUTIERREZ GARETT	GLENN
HARRIS	JACOB
HECTOR	MARTINEZ
HENOK	MARROQUIN
JAIME SORIA	GONZALEZ
JAMAL	SMALL
JAVIER	JIMENEZ
JAVIER	VAZQUEZ JR
JOE	MOSLEY
JOE	RUELAS
JOESPH	POOT
JOHN GAIDEN	MICHAEL
JOSE	CALDERON
JOSE	CRUZ
JOSE D	JESUS JAUREGUI
JOSE	FAJARDO
JOSE	MONTAS DE OCA
JOSE MORALES	LOPEZ
JOSE	RAMOS
JOSE	ZUNIGA
JOSELITTO MABALOT	MARTINEZ
JOSEPH	FRUGARD
JOSEPHINE	SIMPKINS
JOSHUA	BRITT
JOSHUA	HAMMOND
JUAN MENENDEZ	MENDOZA
JUAN	TORRES JR
KENDAL DARNELL	JONES
KIM	HARRIS
LAQUINCY	BRASS
LATOYA	WEATHERSPOON
LAURENCE	COYLE
LEONARD	TOUSSAINT
LISA ANN	BECKWITH
LOGAN	MEADOWS
LOUIS	WALKER
LOVETTE DICKERSON	DEONNA
LUIS ALFREDO	HERNANDEZ
LUIS	CERVANTES
LUIS	LANDAVERDE
LUIS	LOPEZ
MANUEL	AMADOR
MANUEL EDUARDO	MARTINEZ
MANUEL	GUTIERREZ
MARCIANO CARDENAS	SUAREZ
MARCO LOPEZ	FIMBRES
MARCO	PINTO
MARCUS RICK	MILLER

MARGARITA	MELGOZA
MARIBEL	PORTILLO
MARIE	HAMILTON
MARIO	RIVERA
MARISOL	RODRIGUEZ
MARVI	ALAS
MARVIN	BARRETO
MATTHEW	BACHER
MAURICE	ROWELL
MEDARDO	MARTINEZ
MERCED	MURO
MIESHA	BAKER
MIGUEL	GARCIA
MIGUEL	VERDUGO
MILTON	SMITH
MINNIE	MERCER
MIRSOSLAW	TESLIK
MYNOR	GODINEZ
NADER	MIRZAEI
NELLO	PALACIO
ORLANDO	BRICENO
OSCAR	GUIDEL
OSCAR	MELENDEZ
OSCAR	PACHECO
PAK	NG
PEDRO	SEGURA
PRINCESS ABANITIA	RENSHAW
RAED	ELZEBDA
RAFAEL	ZUNIGA
RAUL	BANOS
RAUL	JASSO
RAVEN	LANGSTAFF
RAYMOND	DOUGLASS
RAYVON	FAIR
REDA	ASSAAD
RENE LOPEZ-	NAVARRO
RENE	RODRIGUEZ
RICHARD	RAMIREZ
ROBERT	MAJOR
ROBERT	SNEAD JR
RUBEN	HERNANDEZ
RUDOLPH	SPENCER
RUDY	EUSTAQUIO
SALVADOR	ARROYA
SALVATORE	VISCO
SANTOS	BACILIO
SERGIO	AVILA
SHAKASHA	ROOKS
SHALAKO EARL	BROWN
SHONTA DENISE	JONES
STEPHAN	JONES
STEVE CUEVAS	MORAN
STEVEN	FELDER
STEVEN	HINTON
STEVEN	OLMOS
STEVN	SNATOS II

TEONIA	ANGOMA
TRINA	COLEMAN
TROY	STARKS
USVALDO	SILVAS
VICTOR	ALCOCER JR
VICTOR	CALDERON
VICTOR	RAMOS
WADE	BODTMANN
WESTLY RICK	TSUBASA HANEY
WUILFRE	OCHOA
ZACHARY	MYERS
ZACKERY	JEPSON
ZAFAR	AHMED
MAURICIO	BONILLA
SERGIO	AVILLA
ALEJANDRO	VELAZQUEZ
FRANCISCO	VELASCO
AARON	VAZQUEZ
GUIGNARD	CROWN
RICARDO	ROMERO
FABIAN	ANGULO

EXHIBIT B

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.

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 [Preliminary Approval Date] (“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 [Preliminary Approval Date] (“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 \$[AMOUNT] (less applicable tax withholdings) and your Individual PAGA Payment is estimated to be \$[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 [NUMBER] workweeks** during the Class Period and **you worked [NUMBER] 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 [DATE]</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 [DATE]</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 [DATE] Final Approval Hearing</p>	<p>The Court’s Final Approval Hearing is scheduled to take place on [DATE]. 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 [DATE]</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 [DATE]. See Section 4 of this Notice.</p>
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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 [DATE], 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 [DATE] 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 [DATE] 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 [DATE], 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 [DATE] 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 [DATE].** 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 [DATE] at [TIME] 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 ([URL](#)) 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 [[ADMINISTRATOR’S URL](#)]. 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
Graham S.P. Hollis
Dawn M. Berry
Nora J. Steinhagen
3555 Fifth Avenue, Suite 200
San Diego, California 92103
Telephone: (619) 546-4373
Email: dberry@grahamhollis.com

Administrator

CPT Group, Inc.

[Address]

Telephone: [X]

[Website URL]

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.

EXHIBIT C

Douglas N. Silverstein, Esq. (SBN 181957)
Michael G. Jacob, Esq. (SBN 229939)
KESLUK, SILVERSTEIN, JACOB & MORRISON, P.C.
9255 Sunset Boulevard, Suite 411
Los Angeles, California 90069-3309
Telephone: (310) 273-3180
Facsimile: (310) 273-6137
dsilverstein@californialaborlawattorney.com
mjacob@californialaborlawattorney.com

Attorneys for Plaintiff FABIAN ANGULO and the Class

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES - CENTRAL DISTRICT

FABIAN ANGULO, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

UNIFIED PROTECTIVE SERVICES, INC., a California corporation, A&A PROTECTIVE SERVICES, INC., a California corporation, and DOES 1 through 30, Inclusive ,

Defendants.

Lead Case No.: BC490822;
Consolidated with: BC494910

STIPULATION FOR ENTRY OF JUDGMENT JOINTLY AND SEVERALLY AGAINST DEFENDANTS UNIFIED PROTECTIVE SERVICES, INC., A&A PROTECTIVE SERVICES, INC., UNIFIED SECURITY SERVICES, INC., SHERIF ANTOON AND SALY ANTOON

JOSEPH FRUGARD, individually, and on behalf of all similarly situated current and former employees of Defendants in the State of California.

Plaintiff,

vs.

UNITED PROTECTIVE SERVICES, INC., A&A PROTECTIVE SERVICES, INC., and DOES 1 through 25, Inclusive

Defendants.

Additional Counsel:

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Graham S.P. Hollis, Esq.
Dawn M. Berry, Esq.
Nora J. Steinhagen, Esq.
GRAHAMHOLLIS APC
3555 Fifth Avenue, Suite 200
San Diego, CA 92103
Telephone: (619) 692-0800
Facsimile: (619) 692-0822
Email: ghollis@grahamhollis.com
Email: mmanus@grahamhollis.com
Attorneys for Plaintiff JOSEPH FRUGARD and the Certified Class

1 **IT IS HEREBY STIPULATED** by and between Plaintiffs Fabian Angulo and Joseph Frugard
2 (“Named Plaintiffs”), and Defendants UNIFIED PROTECTIVE SERVICES, INC., A&A PROTECTIVE
3 SERVICES, INC., UNIFIED SECURITY SERVICES, INC., SHERIF ANTOON and SALY ANTOON
4 (“Defendants”) jointly and severally, pursuant to the provisions of Code of Civil Procedure §664.6, and
5 in accordance with the terms and conditions set forth in the STIPULATION AND SETTLEMENT OF
6 CLASS ACTION CLAIMS (“Agreement”) entered into on or about March 30, 2023, executed by Named
7 Plaintiffs and Defendants individually and as the authorized agents and representatives of the corporate
8 Defendants, that the within action has been settled in the total amount of One Million Dollars
9 (\$1,000,000.00).

10 In the event that the parties’ Agreement is approved by the Court, and Defendants fail to pay the
11 amounts set forth in Paragraph 3.1.1 of the Agreement, and fail to remedy the non-payment pursuant to
12 Paragraph 3.1.3 of the Agreement, Defendants hereby stipulate to Judgment against them, jointly and
13 severally in an amount totaling \$1,000,000.00 (less any installments previously paid pursuant to the
14 Agreement), plus attorneys’ fees and costs.

15 A default shall occur on the failure of Defendants to cure any late payment as set forth in paragraph
16 3.1.3. In the event that Defendants’ fail to remedy the non-payment pursuant to Paragraph 3.1.3 of the
17 Agreement, Named Plaintiffs may, without further notice to Defendants or Defendants’ Counsel, file a
18 lawsuit against Defendants, obtain judgment (or at Named Plaintiff’s choosing, file this stipulation as an
19 amended judgment if judgment was already entered) pursuant to the subject Stipulation for Entry of
20 Judgment. In the event of the above breach, Defendants understand that Named Plaintiffs will file this
21 Stipulated Judgment. Named Plaintiffs may additionally take all legal steps necessary to enforce said
22 judgment.

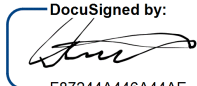
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1 This Stipulation may be executed electronically, via facsimile and in multiple counterparts, each
2 of which counterparts, when taken together, will constitute one and the same Stipulation.

3
4 DATED: March 30, 2023 4/1/2023

DocuSigned by:

F87244A446A44AE
By _____
Plaintiff Fabian Angulo

6 DATED: March 30, 2023

By _____
Plaintiff Joseph Frugard

8 DATED: March 30, 2023

By _____
Sherif Antoon, Individually and as Authorized agent of
Defendants Unified Protective Services, Inc., Unified
Security Services, Inc., A&A Protective Services, Inc.

11 DATED: March 30, 2023

By _____
Saly Antoon, Individually

1 This Stipulation may be executed electronically, via facsimile and in multiple counterparts, each
2 of which counterparts, when taken together, will constitute one and the same Stipulation.

3
4 DATED: March 30, 2023

By _____
Plaintiff Fabian Angulo

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6 DATED: March 30, 2023

By _____
Plaintiff Joseph Frugard

DocuSigned by:
Joseph Matthew Frugard
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8 DATED: March 30, 2023

By _____
Sherif Antoon, Individually and as Authorized agent of
Defendants Unified Protective Services, Inc., Unified
Security Services, Inc., A&A Protective Services, Inc.

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11 DATED: March 30, 2023

By _____
Saly Antoon, Individually

1 This Stipulation may be executed electronically, via facsimile and in multiple counterparts, each
2 of which counterparts, when taken together, will constitute one and the same Stipulation.

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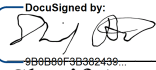
DATED: March 30, 2023

By _____
Plaintiff Fabian Angulo

DATED: March 30, 2023

By _____
Plaintiff Joseph Frugard

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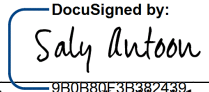
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