

Electronically Received 04/09/2026 04:39 PM
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

05/28/2026

David W. Slayton, Executive Officer / Clerk of Court

By: A. Leong Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES**

RIBALDO OLVERA and IGNACIO
GOMEZ individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

AMERICAN CORPORATE
SECURITY, A California Corporation;
AMERICAN
CORPORATE SECURITY INC.; and
DOES 1-50,

Defendants.

Case No. 21STCV16417

[Related to Case No: 21STCV26885]

*[Assigned for all purposes to the Hon. Carolyn
B. Kuhl; Dept. 12]*

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT,
APPROVAL OF CLASS NOTICE,
SETTING OF FINAL APPROVAL
HEARING DATE**

Date: May 28, 2026
Time: 10:30 a.m.
Dept.: SSC12

1 **I. RECITALS**

2 This action is currently pending before this Court as a putative class action and
3 representative action (the “Action”). Plaintiffs Ribaldo Olvera and Ignacio Gomez has applied to
4 this Court for an order preliminarily approving the settlement of the Action in accordance with the
5 Class Action and PAGA Settlement Agreement and Class Notice (the “Agreement”), which
6 together with the exhibit annexed thereto, sets forth the terms and conditions for a proposed
7 settlement and entry of judgment upon the terms and conditions set forth therein. The Court has
8 read and considered the Memorandum of Points and Authorities in support of Plaintiff’s Motion
9 for Preliminary Approval of Class and PAGA Action Settlement, Approval of Class Notice,
10 Setting of Final Approval Hearing Date and the declarations submitted therewith. For purposes of
11 this Order, the Court adopts all defined terms as set forth in the Agreement.

12 **II. FINDINGS**

13 After review and consideration of the Agreement and Plaintiff’s motion for preliminary
14 approval and the papers in support thereof, the Court hereby finds and orders as follows:

15 1. The Agreement falls within the range of reasonableness meriting possible final
16 approval.

17 2. The Agreement, and the obligations of the Parties as set forth therein, is fair,
18 reasonable, and is an adequate settlement of this case and is in the best interests of the Class in
19 light of the factual, legal, practical, and procedural considerations raised by this case.

20 3. Plaintiffs do not have any conflicts that would preclude them from serving as Class
21 Representatives and their appointment comports with the requirements of due process.

22 4. Class Counsel does not have any conflicts that would preclude them from acting as
23 Class Counsel, and they meet the requirements for appointment as Class Counsel and the
24 requirements of due process.

25 5. The notice of proposed class action settlement attached as **Exhibit A** hereto
26 complies with due process because the notice of proposed class action settlement is reasonably
27 calculated to adequately apprise Class Members of: (i) the pending lawsuit; (ii) the terms of the
28 proposed Agreement; and (iii) their rights, including the right to either participate in the settlement,

1 exclude themselves from the settlement, or object to the settlement. Plaintiffs' proposed plan for
2 class notice and settlement administration is the best notice practicable under the circumstances.

Counsel are ordered to make the clerical changes in the notice discussed at the prelim. app. hearing.
3 6. On November 22, 2024, the Court granted class certification and certified the

4 following Class: all persons who are employed or have been employed by Defendants in the State
5 of California as non-exempt, hourly security guards, security officers, or similar job
6 designations and titles at any time from January 1, 2019, to November 22, 2024 (the
7 date the Court issued an order granting class certification), who worked shifts lasting longer
8 than five hours at security posts that were designated by Defendants as on-duty security posts. The
9 class does not include any employees who signed an arbitration agreement with Defendants. The
10 Court also certified two subclasses: (1) the Non Union Subclass and (2) the Union Subclass. The
11 Non Union Subclass is defined as all Class Members who at any time during the Class Period
12 worked for Defendants as non union members. The Union Subclass is defined as all Class
13 Members who at any time during the Class Period worked for Defendants as union members.

14 **III. ORDER**

15 The Court having considered the papers submitted in support of the motion for preliminary
16 approval, HEREBY ORDERS THE FOLLOWING:

17 1. The Court finds on a preliminary basis that the provisions of the Agreement are
18 fair, just, reasonable, and adequate and, therefore, meet the requirements for preliminary approval.

19 7. The Class is defined as follows: all persons who are employed or have been
20 employed by Defendants in the State of California as non-exempt, hourly security guards, security
21 officers, or similar job designations and titles at any time from January 1, 2019, to
22 November 22, 2024 (the date the Court issued an order granting class certification), who
23 worked shifts lasting longer than five hours at security posts that were designated by Defendants
24 as on-duty security posts. The class does not include any employees who signed an arbitration
25 agreement with Defendants. There are also two subclasses: (1) the Non Union Subclass and (2)
26 the Union Subclass. The Non Union Subclass is defined as all Class Members who at any time
27 during the Class Period worked for Defendants as non union members. The Union Subclass is
28 defined as all Class Members who at any time during the Class Period worked for Defendants as

1 union members.

2 2. The Agreement provides for the following release as to Participating Class
3 Members,¹ which is hereby approved conditionally: all Claims for Meal Periods under Labor Code
4 §§ 226.7 and 512; Meal Period derivative claims for wage statement violations under Labor Code
5 § 226, waiting time penalties under Labor Code § 203, and UCL Claims as certified by the Court
6 in its November 22, 2024, Order, for the Settlement Period of January 1, 2019, to December 31,
7 2025. The Released Parties are defined as follows: Defendants and their past or present
8 shareholders, owners, officers, directors, employees, attorneys, and agents which could be jointly
9 liable with Defendants for the claims alleged.

10 3. This settlement also releases claims under the Private Attorneys General Act of
11 2004 (“PAGA”). These claims are asserted on behalf of Aggrieved Employees defined as: All
12 Class Members who worked for Defendants at any time from May 8, 2019 to December 31, 2025.
13 Aggrieved Employees may not request to be excluded from the PAGA portion of the settlement,
14 including the Released PAGA Claims. All Aggrieved Employees will receive a portion of the
15 PAGA Payment.

16 4. The Agreement provides for the following release as to Aggrieved Employees,
17 which is hereby approved conditionally: any and all claims for civil penalties under the
18 California Labor Code and the Private Attorneys General Act of 2004 pled in the operative Notices
19 to the LWDA and the operative complaint. The PAGA Period is May 8, 2019 to December 31,
20 2025. The Released Parties are defined as follows: Defendants and their past or present
21 shareholders, owners, officers, directors, employees, attorneys, and agents which could be jointly
22 liable with Defendants for the claims alleged.

23 5. The settlement appears to be fair, adequate and reasonable to the Class. The
24 settlement falls within the range of reasonableness and appears to be presumptively valid, subject
25 only to any objections that may be raised at the final approval hearing and final approval by this
26 Court.

27 _____
28 ¹ A Participating Class Members is a Class Member who does not submit a valid and timely
Request for Exclusion from the Settlement .

1 6. Plaintiffs Ribaldo Olvera and Ignacio Gomez are approved as the Class
2 Representative for the Class.

3 7. The Court acknowledges the request for an incentive payment of \$15,000 to
4 Plaintiff Ribaldo Olvera and \$15,000 to Plaintiff Ignacio Gomez, for their service as class
5 representatives which will be decided at the time of Final Approval.

6 8. Mara Law Firm, PC, and James Hawkins APLC are conditionally approved as
7 Class Counsel for the Class.

8 9. The Court acknowledges the request for awards of up to \$232,434 in attorneys' fees
9 and up to \$80,000 in actual costs payable to Class Counsel which will be decided at the time of
10 Final Approval.

11 10. A final approval hearing on the question of whether the settlement, attorneys' fees
12 and costs to Class Counsel, and the Class Representative Service Payment should be finally
13 approved as fair, reasonable and adequate as to Class Members is scheduled in Department 12 on
14 the date and time set forth in the Implementation Schedule below.

15 11. The Court confirms APEX as the Settlement Administrator.

16 12. The proposed payment of up to \$15,000 in costs to APEX for its services as the
17 Settlement Administrator is conditionally approved.

18 13. The Agreement provides from the Gross Settlement Fund a PAGA Payment of
19 \$50,000 (75% of which shall be paid to the Labor and Workforce Development Agency, and 25%
20 of which shall be distributable to PAGA Aggrieved Employees).

21 14. The Court approves, as to form and content, the Court Approved Notice of Class
22 Action Settlement and Hearing Date for Final Court Approval in substantially the form attached
23 as **Exhibit A** hereto. The Court approves the procedure for Class Members to participate in, to opt
24 out of, and to object to, the settlement as set forth in the notice.

25 15. The Court directs the mailing of the notice of class action settlement by first class
26 mail to Class Members in English and Spanish languages in accordance with the Implementation
27 Schedule below. The Court finds the dates selected for the mailing and distribution of the notice,
28 as set forth in the Implementation Schedule, meet the requirements of due process and provide the

1 best notice practicable under the circumstances and shall constitute due and sufficient notice to all
2 persons entitled thereto.

3 **IV. IMPLEMENTATION SCHEDULE**

4 The Court orders the following Implementation Schedule for further proceedings:

5 Deadline for Defendant to submit Class 6 Data to Settlement Administrator:	10 days after the date of this Order
7 Deadline for Settlement Administrator to 8 Mail Class Notices to Class Members	10 days after receipt of the Class Data
9 Deadline for Class Members to Postmark 10 Requests for Exclusion, Objections, or Disputes (“Response Deadline”)	60 days after mailing of the Class Notices
11 Deadline for Class Members with Re- 12 Mailed Class Notices to Postmark Requests for Exclusion, Objections, or Disputes	14 Days after Response Deadline
13 Deadline for Class Counsel to file a Motion 14 for Final Approval	16 court days prior to the final approval hearing
15 Deadline to Provide the Court with the 16 Settlement Administrator’s Declaration 17 Outlining Requests for Exclusion, Objections, and Disputes	16 court days prior to the final approval hearing
18 Final Approval Hearing and Final Approval	Nov. 5, 2026 at 10:30 am _____, 2026, at _____.

19
20 **IT IS SO ORDERED.**

21 Dated: 05/28/2026

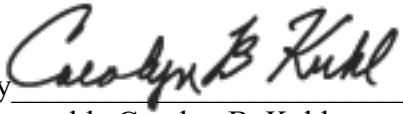
21 By 
22 Honorable Carolyn B. Kuhl
23 Los Angeles Superior Court Judge
24
25
26
27
28

EXHIBIT A

CALIFORNIA SUPERIOR COURT, COUNTY OF LOS ANGELES

*Ribaldo Olvera and Ignacio Gomez behalf of themselves, all others similarly situated, and on behalf of the
general public,
Plaintiffs,*

vs.

*American Corporate Security, a California Corporation, and American Corporate Security Inc.,
Defendants,*

Case No. 21STCV16417.

NOTICE OF CLASS ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

TO: All non-exempt, hourly security guards, security officers, or similar job designation employees of Defendants in the State of California from January 1, 2019, to November 22, 2024.

The California Superior Court, County of Los Angeles has granted preliminary approval to a proposed settlement (“Settlement”) of the above-captioned actions (“Action”). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement (“Notice”) carefully.

The Court has certified the following class for settlement purposes (“Settlement Class” or “Settlement Class Members”):

All persons who are employed or have been employed by Defendants in the State of California as non-exempt, hourly security guards, security officers, or similar job designations and titles at any time from January 1, 2019, to November 22, 2024 (the “Class Period”), who worked shifts lasting longer than five hours at security posts that were designated by Defendants as on-duty security posts. The class does not include any employees who signed an arbitration agreement with Defendants.

There are also two subclasses within the Settlement Class that have been certified: (1) the Non Union Subclass; and (2) the Union Subclass:

Non Union Subclass: all Settlement Class Members who at any time during the Class Period worked for Defendants as non union members.

Union Subclass: all Settlement Class Members who at any time during the Class Period worked for Defendants as union members.

The purpose of this Notice is to provide a brief description of the claims alleged in the Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

WHAT INFORMATION IS IN THIS NOTICE

1. Why Have I Received This Notice?.....	Page 2
2. What Is This Case About?	Page 2
3. Am I A Settlement Class Member? Am I A PAGA Employee?	Page 2
4. How Does This Class Action Settlement Work?.....	Page 3
5. Who Are the Attorneys Representing the Parties?	Page 3
6. What Are My Options?.....	Page 4
7. How Do I Opt Out or Exclude Myself From This Settlement?	Page 4
8. How Do I Object to the Settlement?	Page 4
9. How Does This Settlement Affect My Rights?	Page 5
10. How Much Can I Expect to Receive From This Settlement?.....	Page 6
11. How Will the Attorneys for the Class and the Class Representatives Be Paid?.....	Page 7

1. Why Have I Received This Notice?

American Corporate Security, a California Corporation & American Corporate Security, Inc.’s (hereinafter referred to as “Defendants” or “American Corporate Security”) records indicate that you may be a Settlement Class Member. The settlement will resolve all Settlement Class Members’ Released Claims, as described in Section No. 9 below, from January 1, 2019, to December 31, 2025.

A Preliminary Approval Hearing was held on [the date of Preliminary Approval], in the California Superior Court, County of Los Angeles. The Court conditionally certified the Class for settlement purposes and directed that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed settlement on [the date of final approval hearing], 2026 at [time a.m./p.m.], before Judge Carolyn B, Kuhl, located at 312 North Spring Street Los Angeles, CA 90012, Department 12.

2. What Is This Case About?

On April 30, 2021, Plaintiff Ribaldo Olvera filed a class action complaint in the Los Angeles County Superior Court against Defendants. On September 29, 2022, Plaintiff Ribaldo Olvera filed a First Amended Class Action Complaint (“FAC”), which alleged a PAGA Action and added Plaintiff Ignacio Gomez as a named Plaintiff/Class Representative. The FAC alleged seven causes of action: (1) Failure to Pay Wages, Including Overtime (Lab. Code, §§ 510, 1094); (2) Failure to Provide Meal Periods (Lab. Code, §§ 226.7, 512); (3) Failure to Provide Rest Periods (Lab. Code, §§ 226.7); (4) Failure to Pay Timely Wages (Lab. Code, § 226); (6) UCL; and (7) PAGA Violations for the Underlying Claims.

On November 22, 2024, after Plaintiffs filed their motion for class certification, the Court certified the Class and Union/Non-Union Subclasses for claims involving Meal Periods, and meal period derivative claims for violations of wage statements, waiting time penalties, and UCL.

The Court has not made any determination as to whether the claims advanced by the Plaintiffs have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Defendants; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

Defendants expressly deny that they did anything wrong or that they violated the law and further deny any liability whatsoever to Plaintiffs or to the Class.

3. Am I A Settlement Class Member? Am I A PAGA Employee?

You are a Settlement Class Member if you worked for Defendants in California and were an hourly, non-exempt,

security guard, security officer, or similar job designation, at any time from January 1, 2019, to November 22, 2024 (the Class Period).

If you worked for Defendants in California and were an hourly, non-exempt, security guard, security officer, or similar job designation, at any time from May 8, 2019 through December 31, 2025, you are also a “PAGA Employee” under the settlement.

4. How Does This Class Action Settlement Work?

Plaintiffs bring this action behalf of themselves and all others who worked for Defendants in the State of California as hourly, non-exempt, security guards, security officers, or similar job designations, at any time during the Class Period. Plaintiffs and these other individuals comprise a “Settlement Class” and are “Settlement Class Members.” The settlement of this Action resolves the Released Class Claims of all Settlement Class Members, as defined in the Settlement Agreement and the Final Judgment, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiffs and Class Counsel believe the settlement is fair and reasonable. The Court must also review the terms of the settlement and determine if it is fair and reasonable to the Class.

The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the Settlement Administrator’s website at [\[administrator website\]](#). The pleadings and other records in this litigation can also be examined online on the Los Angeles County Superior Court’s website, at <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>, and entering the Case Number for the Action, Case No. 21STCV16417.

You may also contact Class Counsel, whose contact information is in Section 5, below, and they will provide you with a copy of the settlement documents or case documents free of charge.

5. Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiffs and the Class	Attorneys for Defendants
<p>MARA LAW FIRM, PC David Mara Jill Vecchi Carter Cordura 3160 Camino Del Rio South, Suite 207 San Diego, California 92108 Telephone: (619) 234-2833 Facsimile: (619) 234-4048</p> <p>JAMES HAWKINS APLC James R. Hawkins, Esq. Gregory Mauro, Esq. Michael Calvo, Esq. 9880 Research Drive, Suite 200 Irvine, CA 92618 Tel.: (949) 387-7200 Fax: (949) 387-6676</p>	<p>THE DOUGLAS LAW GROUP Dana Douglas 13366 N. Meadow View Drive Grass Valley, California 95945 Tel: (714) 634-3800 Fax: 866-927-0571</p>

The Court has decided that Mara Law Firm, PC and Lawyers for Employee and Consumer Rights are qualified to represent you and all other Settlement Class Members simultaneously.

You do not need to hire your own attorney because Class Counsel is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

6. *What Are My Options?*

The purpose of this Notice is to inform you of the proposed settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: Defendants will not retaliate against you in any way for either participating or not participating in this Settlement.

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this Class Action and may receive a payment from the Settlement. You will be bound to the release of the Released Class Claims as defined in the Settlement Agreement and the Final Judgment. You will also give up your right to pursue the Released Class Claims as defined in Section No. 9 below.
- **OPT OUT:** If you do not want to participate as a Settlement Class Member, you may “opt out,” which will remove you from the Settlement Class and this Class Action. If the Court grants final approval of the Settlement, you will not receive a Settlement payment and you will not give up the right to sue Defendants and the Released Parties for the Released Class Claims. If you are a PAGA Employee, you will receive a portion of the PAGA, even if you opt-out of the settlement.
- **OBJECT:** You may object to the proposed settlement by submitting a written objection or appearing at the Final Approval Hearing. If you would like to object, you may not opt out of this case.

7. *How Do I Opt Out Or Exclude Myself From This Settlement?*

Any Settlement Class Member may request to be excluded from the Settlement Class by submitting a “Request for Exclusion” to the Settlement Administrator, postmarked on or before **[the Response Deadline]**. The Request for Exclusion should be stated in words to this effect:

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE AMERICAN CORPORATE SECURITY LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THE CLASS CLAIMS IN THIS LAWSUIT.

Any Request for Exclusion must include the full name, address, last four digits of the social security number, and signature of the Settlement Class Member requesting exclusion. The Request for Exclusion must be sent by mail to the Settlement Administrator at **[administrator address]** or sent by email to the Settlement Administrator at **[administrator email address]**.

If the Court approves the Settlement at the Final Approval Hearing, the Court will enter a Judgment. If you do not request exclusion from the Settlement, the Judgment will bind you to the terms of the Settlement. If you are a PAGA Employee, you will receive a portion of the PAGA Penalties, even if you opt-out of the settlement.

8. *How Do I Object To The Settlement?*

Any Settlement Class Member may object to the terms of the Settlement, and may appear at the Final Approval Hearing to object whether or not they have filed a written objection as outlined herein. The Final Approval Hearing will be held on [the date of final approval hearing], 2026 at [time a.m./p.m.], before Judge Carolyn B, Kuhl, located at 312 North Spring Street Los Angeles, CA 90012, Department 12. Settlement Class Members may object to the settlement at the Final Approval Hearing without first submitting a written objection.

To submit a written objection, a Settlement Class Member shall inform the Settlement Administrator, in writing, of his/her/their objection, which must be postmarked by [the Response Deadline] at [administrator address]. Alternatively, a Settlement Class Member can submit a written objection by email which must be sent by [the Response Deadline] to [administrator email address]. Such objection shall include the full name, address, dates of employment with Defendants of the Objecting Settlement Class Member, the case name and number (*Olvera v. American Corporate Security, et. al.*, Case No. 21STCV16417), and the basis for the objection.

If the Court rejects the objection, he/she will receive an Individual Settlement Amount payment and will be bound by the terms of the Settlement.

9. *How Does This Settlement Affect My Rights? What are the Released Claims?*

If the proposed settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court's Final Judgment and will release Defendants and the Released Parties² from the Released Class Claims:

All Claims for Meal Periods under Labor Code §§ 226.7 and 512; Meal Period derivative claims for wage statement violations under Labor Code § 226, waiting time penalties under Labor Code § 203, and UCL Claims as certified by the Court in its November 22, 2024, Order, for the Settlement Period of January 1, 2019, to December 31, 2025.

Additionally, the LWDA will be bound by the Final Judgment and will release the Released Parties from the Released PAGA Claims. The Released PAGA Claims include:

Any and all claims for civil penalties under the California Labor Code and the Private Attorneys General Act of 2004 pled in the operative Notices to the LWDA and the operative complaint. The Released PAGA Claims shall be for the PAGA Period of May 8, 2019, to December 31, 2025.

10. *How Much Can I Expect to Receive From This Settlement?*

The total maximum amount that Defendants could be required to pay under this Agreement shall be up to but no more than \$698,000 ("Settlement Amount").

A. Deductions from the Settlement

The "Net Settlement Amount" or "NSA" means the portion of the Settlement Amount, available for distribution to Class Members after the deduction of (1) the Service Payment to the named Plaintiffs in an amount up to \$15,000 each, for prosecution of the Action, risks undertaken for the payment of attorneys' fees and costs, and a general release of all claims; (2) the Settlement Administration Costs to the Settlement Administrator in an amount estimated not to exceed \$15,000; (3) a payment of \$50,000 allocated to the PAGA claims; (4) payment to Class Counsel in an amount not to exceed \$232,434 (1/3 of the Settlement Amount) for attorneys' fees and an amount

² "Released Parties" shall refer to Defendants and their past or present shareholders, owners, officers, directors, employees, attorneys, and agents which could be jointly liable with Defendants for the claims alleged

not to exceed \$80,000 for litigation costs. All of these payments are subject to court approval.

B. How Participating Class Member Individual Settlement Amounts are Calculated

After deducting the above-referenced items, the remaining Net Settlement Amount shall be allocated to each Participating Class Member based on his/her/their Subclass and proportionate Workweeks during the Class Period. 75% of the Net Settlement Amount will be apportioned to the Non Union Subclass and 25% of the Net Settlement Amount will be apportioned to the Union Subclass.

Participating Non Union Subclass Members will receive a pro-rated share of the Non Union Subclass Settlement Fund (i.e., 75% of the NSA), less applicable withholdings, based on the number of workweeks they worked in California while employed by Defendants during the Class Period. This is determined by taking the Net Non Union Settlement Amount and dividing it by the total number of workweeks, and then multiplying that value by the number of work weeks worked by each Non Union Subclass Member.

Participating Union Subclass Members will receive a pro-rated share of the Union Subclass Settlement Fund (i.e., 25% of the NSA), less applicable withholdings, based on the number of workweeks they worked in California while employed by Defendants during the Class Period. This is determined by taking the Net Union Settlement Amount and dividing it by the total number of workweeks, and then multiplying that value by the number of work weeks worked by each Union Subclass Member.

If there are any timely submitted Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Amounts for each Participating Class Member so that the amount distributed to Participating Class Members equals 100% of the Net Settlement Amount allocated toward Released Class Claims. Therefore, the value of each Participating Class Member's Individual Settlement Amount ties directly to the amount of weeks that he or she worked during the Class Period (January 1, 2019, to November 22, 2024).

C. How PAGA Employee Individual Settlement Amounts are Calculated

If you are a PAGA Employee under the settlement, you will also receive a portion of the PAGA Penalties. Pursuant to PAGA, the LWDA will receive a payment of \$37,500 (75% of the \$50,000 total PAGA Penalties). Twenty-five percent (25%) of the \$50,000, or \$12,500, shall be paid to PAGA Employees. Each PAGA Employee shall receive a portion of the \$12,500 proportionate to the number of Pay Periods by the PAGA Employees during the PAGA Period compared to the total number of Pay Periods by all PAGA Employees during the PAGA Period. Therefore, the value of each PAGA Employee's Individual Settlement Amount ties directly to the amount of weeks that he or she worked during the PAGA Period (May 8, 2019, through December 31, 2025).

D. Your Estimated Settlement Payment

Although your exact share of the Net Settlement Amount as a Class Member cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$ [REDACTED], less taxes. This is based on the Class Data which shows you worked [REDACTED] workweeks during the Class Period.

If you are also a PAGA Employee, you will receive a share of the PAGA Penalties. Based upon the calculation above, your approximate share of the PAGA Penalties is as follows: \$ [REDACTED]. This is based on the Class Data which shows you worked [REDACTED] pay periods during the PAGA Period.

E. Tax Treatment of Your Settlement Payments

Twenty percent (20%) of each Individual Settlement Amount for Participating Class Members is intended to settle claims for unpaid wages. This portion will be reduced by applicable payroll tax withholdings and deductions.

Defendant' share of legally required payroll taxes for this portion will be calculated by the Settlement Administrator and paid by Defendants separately from the Settlement Amount. The Settlement Administrator will issue an IRS Form W-2 to each Participating Class Member with respect to this portion of his/her Individual Settlement Amount.

Eighty percent (80%) of the Individual Settlement Amount for Participating Class Members is intended to settle claims for interest and penalties. This portion will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Participating Class Member an IRS Form 1099 with respect to this portion of his/her Individual Settlement Amount.

If you are a PAGA Employee, your Individual Settlement Amount will be apportioned as 100% penalties. This will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each PAGA Employee an IRS Form 1099 with respect to his/her Individual Settlement Amount.

F. What Happens If You Don't Cash Your Check?

It is strongly recommended that upon receipt of your settlement check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period, the Settlement Administrator may cancel the check and tender the amount to the California Controller's Unpaid Wage Fund, in your name.

11. *How Will the Attorneys for the Class and the Class Representative Be Paid?*

The attorneys for Plaintiffs and the Class will be paid from the Settlement Amount. Subject to Court approval, the attorneys for Plaintiffs and the Class shall be paid an amount not to exceed 1/3 of the Settlement Amount (\$232,434) for attorney fees and \$80,000 for litigation costs.

Defendants have paid all of their own attorneys' fees and costs.

Plaintiffs will also be paid, subject to Court approval, an amount not to exceed \$15,000 each, as a service payment for the initiation of and prosecution of this case, the risks undertaken for the payment of costs in the event this case had been lost, and a general release of all claims.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free. You can also obtain documents related to this case and this settlement by visiting [\[administrator website\]](#), a website maintained by the Settlement Administrator. Similarly, you can request documents related to this case and settlement by emailing [\[administrator email address\]](#), an email address maintained by the Settlement Administrator. Please refer to the American Corporate Security Class Action Settlement.

This Notice does not contain all of the terms of the proposed settlement or all of the details of these proceedings. For more detailed information, the pleadings and other records in this litigation may be examined online on the Los Angeles County Superior Court's website, at <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>, and entering the Case Number for the Action, Case No. 21STCV16417.

You may also contact Class Counsel, whose contact information is above, and they will provide you with a copy of the settlement documents or case documents free of charge.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.