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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA

JASON BELL, as an individual and on behalf )  
of all others similarly situated, )  
Plaintiffs, )  
vs. )  
SOS SECURITY, LLC., a Limited Liability )  
Company, and DOES 1 through 50, inclusive, )  
Defendants. )

Case No.: RG 17859072  
CLASS ACTION  
[Assigned to for all purposes to the  
Honorable Brad Seligman; Dept. 23]  
CLASS ACTION  
SETTLEMENT AGREEMENT

ENDORSED  
FILED  
ALAMEDA COUNTY

JAN 05 2018

SUE PESKO

By \_\_\_\_\_

BY FAX

1 **CLASS ACTION SETTLEMENT AGREEMENT**

2 IT IS HEREBY STIPULATED, by and among Plaintiff Jason Bell, on behalf of himself  
3 and the Settlement Class Members on the one hand, and Defendant SOS Security, LLC  
4 (“Defendant”), on the other hand, subject to the approval of the Court, that the Action is hereby  
5 being compromised and settled pursuant to the terms and conditions set forth in this Class  
6 Action Settlement Agreement (“Agreement”), and subject to the definitions, recitals and terms  
7 set forth herein, which by this reference become an integral part of this Agreement.

8  
9 **DEFINITIONS**

10 1. “Action” means the matter of *Jason Bell v. SOS Security, LLC* (case no. RG  
11 17847734, filed on January 31, 2017, in Alameda County Superior Court).

12 2. “Class Counsel” means Diversity Law Group, PC, Law Offices of Choi &  
13 Associates, and Polaris Law Group.

14 3. “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and  
15 resolution of this Action, and actual expenses and costs incurred in connection with the Action  
16 paid from the Gross Settlement Amount.

17 4. “Class Information” means information regarding Settlement Class Members that  
18 Defendant will in good faith compile from its records and provide to the Settlement  
19 Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each  
20 Settlement Class Member’s full name; last known address; last known home telephone number;  
21 Social Security Number; start date of employment; end date of employment; and Total Hours  
22 Worked during the Class Period.

23 5. “Class Period” means the period from January 31, 2013 through the date of entry  
24 of the order granting preliminary approval of this Settlement or November 20, 2017, whichever  
25 is earlier.

26 6. “Class Representative Enhancement Award” means the amount that the Court  
27 authorizes to be paid to Plaintiff, in addition to his Individual Settlement Payment, in  
28 recognition of his effort and risk in assisting with the prosecution of the Action.

- 1           7.     “Court” means the Alameda County Superior Court.
- 2           8.     “Defendant” means SOS Security, LLC and SOS Security, LP
- 3           9.     “Effective Date” means the date upon which the Court grants final approval of  
4 Settlement if no Settlement Class Members file objections to the Settlement. However, if an  
5 appeal or other appellate proceeding is initiated, the Effective Date shall be sixty (60) days after  
6 the Court grants final approval of the Settlement or date of termination of such appellate  
7 proceedings.
- 8           10.    “Gross Settlement Amount” means One Million Dollars (\$1,000,000).
- 9           11.    “Individual Settlement Payment” means the amount payable from the Net  
10 Settlement Amount to each Settlement Class Member who does not request to be excluded from  
11 this Settlement.
- 12          12.    “Net Settlement Amount” means the Gross Settlement Amount, less Class  
13 Counsel Award, Class Representative Enhancement Award, PAGA Payment, and Settlement  
14 Administrator Costs.
- 15          13.    “Notice” means the Notice of Pendency of Class Action Settlement (substantially  
16 in the form attached as **Exhibit 1**).
- 17          14.    “PAGA Payment” means a payment made to the California Labor and Workforce  
18 Development Agency in exchange for the release of claims under the Private Attorneys General  
19 Act of 2004.
- 20          15.    “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean  
21 either Plaintiff or Defendant.
- 22          16.    “Payment Ratio” means the respective Total Hours Worked for each Settlement  
23 Class Member divided by the sum of Total Hours Worked for all Settlement Class Members.
- 24          17.    “Plaintiff” means Jason Bell.
- 25          18.    “Released Claims” means any and all known and unknown claims, losses,  
26 damages, liquidated damages, penalties, interest, liabilities, causes of action, civil complaints,  
27 arbitration demands or suits which arise from the facts asserted in the Action, including, without  
28 limitation to, all claims under the California Labor Code as alleged in the Action for violations

1 of meal periods, rest breaks, unpaid overtime and minimum wages, expense reimbursement,  
2 split shifts, timely payment of wages, wage statements, waiting time penalties, penalties under  
3 the Private Attorneys General Act sections 2698, *et seq.*, and violations of California Unfair  
4 Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*) or other remuneration whether  
5 sought under statute, tort, contract or as an unfair business practice.

6 19. "Released Parties" means Defendant and any parent, partner, subsidiary, affiliate,  
7 predecessor or successor, and all agents, employees (current and former), officers, directors,  
8 insurers, and attorneys.

9 20. "Response Deadline" means the date forty-five (45) days after the Settlement  
10 Administrator mails the Notice to Settlement Class Members and the last date on which  
11 Settlement Class Members may postmark written requests for exclusion or a Notice of  
12 Objection to the Settlement.

13 21. "Settlement" means the disposition of the Action pursuant to this Agreement.

14 22. "Settlement Administration Costs" means the amount to be paid to the Settlement  
15 Administrator from the Gross Settlement Amount for administration of this Settlement.

16 23. "Settlement Administrator" means Phoenix Class Action Settlement  
17 Administration Solutions.

18 24. "Settlement Class Members" means all current and former non-exempt security  
19 guards employed by Defendant in California during the Class Period. Defendant represents  
20 there are approximately 2,300 Settlement Class Members.

21 25. "Total Hours Worked" means the number of hours worked by Settlement Class  
22 Members during the Class Period.

## 23 24 **RECITALS**

25 26. Class Certification. The Parties stipulate and agree to the certification of this  
26 Action for purposes of this Settlement only. Should the Settlement not become final and  
27 effective as herein provided, class certification shall immediately be set aside and the Settlement  
28 Class immediately decertified. The Parties' willingness to stipulate to class certification as part

1 of the Settlement shall have no bearing on, and shall not be admissible in or considered in  
2 connection with, the issue of whether a class should be certified in a non-settlement context in  
3 this Action and shall have no bearing on, and shall not be admissible or considered in  
4 connection with, the issue of whether a class should be certified in any other lawsuit.

5 27. Procedural History. On January 31, 2017, Plaintiff filed a putative class action  
6 against Defendant for various wage and hour violations. Following an exchange of informal  
7 discovery and mediation data to assess potential class-wide damages, the Parties agreed to  
8 participate in a private mediation with mediator Mark Rudy, Esq. on September 19, 2017. The  
9 Parties reached an agreement as to all material terms for this Settlement at the conclusion of the  
10 mediation session.

11  
12 **TERMS OF AGREEMENT**

13 28. Release As To All Class Members. As of the Effective Date, Plaintiff and the  
14 Settlement Class Members who are not excluded from this Settlement, on behalf of themselves  
15 and each of their heirs, representatives, successors, assigns and attorneys, hereby release  
16 Defendant and Released Parties from the Released Claims for the Class Period as consideration  
17 for Defendant's payment of the Gross Settlement Amount.

18 29. Additionally, Plaintiff, on behalf of himself only, and each of his heirs,  
19 representatives, successors, and assigns, stipulates and agrees to release Defendant and the  
20 Released Parties from all claims, demands, rights, liabilities and causes of action of every nature  
21 and description whatsoever, known or unknown, asserted or that might have been asserted,  
22 whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising  
23 out of, relating to, or in connection with any act or omission by or on the part of any of the  
24 Released Parties committed or omitted prior to the execution hereof. Plaintiff stipulates and  
25 agrees that he expressly waives and relinquishes, to the fullest extent permitted by law, the  
26 provisions, rights and benefits of Section 1542 of the California Civil Code, or any other  
27 provision under federal or state law, which provides:

28 **A general release does not extend to claims which the**

1                    **creditor does not know or suspect to exist in his or her**  
2                    **favor at the time of executing the release, which if known**  
3                    **by him or her must have materially affected his or her**  
4                    **settlement with the debtor.**

4                    Plaintiff may hereafter discover facts in addition to or different from those he now  
5 knows or believes to be true with respect to the subject matter of the Released Claims, but shall  
6 be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever  
7 settled and released any and all of the Released Claims, whether known or unknown, suspected  
8 or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed, upon  
9 any theory of law or equity now existing or coming into existence in the future, including, but  
10 not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any  
11 duty, law or rule, without regard to the subsequent discovery or existence of such different or  
12 additional facts.

13                    30.    Tax Liability. The Parties make no representations as to the tax treatment or legal  
14 effect of the payments called for hereunder, and Settlement Class Members are not relying on  
15 any statement or representation by the Parties in this regard. Settlement Class Members  
16 understand and agree that they will be responsible for the payment of any employee-side taxes  
17 and penalties assessed on the payments described herein.

18                    31.    Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this  
19 section, the "Acknowledging Party" and each Party to this Agreement other than the  
20 Acknowledging Party, an "Other Party") acknowledges and agrees that (1) no provision of this  
21 Agreement, and no written communication or disclosure between or among the Parties or their  
22 attorneys and other advisers, is or was intended to be, nor shall any such communication or  
23 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of  
24 United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the  
25 Acknowledging Party (a) has relied exclusively upon his, her or its own, independent legal and  
26 tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not  
27 entered into this Agreement based upon the recommendation of any other party or any attorney  
28 or advisor to any Other Party, and (c) is not entitled to rely upon any communication or

1 disclosure by any attorney or adviser to any Other Party to avoid any tax penalty that may be  
2 imposed on the Acknowledging Party; and (3) no attorney or adviser to any Other Party has  
3 imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax  
4 strategies (regardless of whether such limitation is legally binding) upon disclosure by the  
5 Acknowledging Party of the tax treatment or tax structure of any transaction, including any  
6 transaction contemplated by this Agreement.

7 32. Notice and Preliminary Approval of Settlement. As part of this Settlement,  
8 Plaintiff will request that the Court: (a) grant preliminary approval of the Settlement, (b)  
9 certify a Settlement Class, (c) approve notice to Settlement Class Members of the  
10 Settlement, and (d) grant final approval of the Settlement. Plaintiff shall request a hearing  
11 before the Court to obtain preliminary approval of the Settlement. In conjunction with the  
12 hearing, Plaintiff will submit this Agreement, which sets forth the terms of this Settlement,  
13 and will include a proposed Notice, as necessary to implement the Settlement.

14 33. Settlement Administration. Within thirty (30) calendar days after the Court  
15 grants preliminary approval of this Agreement, Defendant shall provide the Settlement  
16 Administrator with the Class Information for purposes of mailing the Notice to Settlement Class  
17 Members.

18 a. Notice By First Class U.S. Mail with Business Reply Mail Postage. Upon  
19 receipt of the Class Information, the Settlement Administrator will perform a  
20 search based on the National Change of Address Database to update and correct  
21 any known or identifiable address changes. Within fourteen (14) calendar days  
22 after receiving the Class Information from Defendant as provided herein, the  
23 Settlement Administrator shall mail copies of the Notice to all Settlement Class  
24 Members via regular First Class U.S. Mail. The Settlement Administrator shall  
25 exercise its best judgment to determine the current mailing address for each  
26 Settlement Class Member. The address identified by the Settlement  
27 Administrator as the current mailing address shall be presumed to be the best  
28 mailing address for each Settlement Class Member.

1 i. Undeliverable Notices. Any Notice returned to the Settlement  
2 Administrator as non-delivered on or before the Response Deadline shall be  
3 re-mailed to the forwarding address affixed thereto. If no forwarding  
4 address is provided, the Settlement Administrator shall promptly attempt to  
5 determine a correct address by use of skip-tracing, or other search using the  
6 name, address and/or Social Security number of the respective Settlement  
7 Class Member, and shall then perform a re-mailing, if another mailing  
8 address is identified by the Settlement Administrator. If a Settlement Class  
9 Member's Notice is returned to the Settlement Administrator more than  
10 once as non-deliverable on or before the Response Deadline, then an  
11 additional Notice need not be re-mailed and the Settlement Class Member  
12 is deemed to have received Notice.

13 b. No Claim Form Necessary. All Settlement Class Members who do not  
14 request to be excluded from the Settlement will receive Individual Settlement  
15 Payments from the Net Settlement Amount; submission of a claim form is not  
16 necessary to receive an Individual Settlement Payment.

17 i. Disputes Regarding Individual Settlement Payments. Settlement  
18 Class Members will have the opportunity, should they disagree with  
19 Defendant's records regarding their employment dates or Total Hours  
20 Worked, to provide documentation and/or an explanation to correct the  
21 information and modify their estimated Individual Settlement Payments. If  
22 there is a dispute, the Settlement Administrator will consult with the Parties  
23 to determine whether an adjustment is warranted. The Settlement  
24 Administrator shall determine the eligibility for, and the amounts of, any  
25 Individual Settlement Payments under the terms of this Agreement. The  
26 Settlement Administrator's determination of the eligibility for and amount  
27 of any Individual Settlement Payment shall be binding upon the Settlement  
28 Class Members and the Parties.



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

c. Exclusions. The Notice shall state that Settlement Class Members who wish to exclude themselves from the Settlement must submit a written request for exclusion by the Response Deadline. The written request for exclusion: (1) must contain the name, address, telephone number and the last four digits of the Social Security number and/or the Employee ID number of the person requesting exclusion, (2) must be signed by the Settlement Class Member; (3) must be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address; and (4) must describe the Settlement Class Member's intent to request exclusion, opt out, or words to that effect. If a signed request for exclusion is not timely submitted stating the name and address of the Settlement Class Member, it will not be deemed valid for exclusion from this Settlement. The date of the postmark on the return mailing envelope of the request for exclusion shall be the exclusive means used to determine whether the request for exclusion was timely submitted. Any Settlement Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon. Settlement Class Members who fail to submit a valid and timely written request for exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any Judgment entered in this Action, if the Settlement is finally approved by the Court.

1 i. No later than fourteen (14) calendar days after the Response  
2 Deadline, the Settlement Administrator shall provide counsel for Defendant  
3 only with a complete list of all Settlement Class Members who have timely  
4 submitted written requests for exclusion. At no time shall any of the Parties  
5 or their counsel seek to solicit or otherwise encourage members of the  
6 Settlement Class to submit requests for exclusion from the Settlement.

7 d. Objections. The Notice shall state that Settlement Class Members who  
8 wish to object to the Settlement may mail to the Settlement Administrator a  
9 written statement of objection (“Notice of Objection”) by the Response Deadline.  
10 The date of the postmark on the return envelope shall be deemed the exclusive  
11 means for determining that a Notice of Objection was timely submitted. The  
12 Notice of Objection must be signed by the Settlement Class Member and state:  
13 (1) the full name of the Settlement Class Member; (2) the last four digits of the  
14 Settlement Class Member’s Social Security number and/or the Employee ID  
15 number; and (3) the basis for the objection. Class Counsel shall include all  
16 objections received and Plaintiff’s response(s) with his motion for final approval  
17 of the Settlement. Settlement Class Members who submit a timely Notice of  
18 Objection will have a right to have their objections heard at the Final  
19 Approval/Settlement Fairness Hearing. Class Counsel shall not represent any  
20 Settlement Class Members with respect to any such objections.

21 e. No Solicitation of Settlement Objections or Exclusions. The Parties agree  
22 to use their best efforts to carry out the terms of this Settlement. At no time shall  
23 any of the Parties or their counsel seek to solicit or otherwise encourage  
24 Settlement Class Members to submit either Notices of Objection to the  
25 Settlement or requests for exclusion from the Settlement, or to appeal from the  
26 Court’s Final Judgment.

27 34. Funding and Allocation of Gross Settlement Amount. Within thirty (30)  
28 calendar days after the Effective Date, Defendant shall provide the Gross Settlement Amount to

1 the Settlement Administrator. No later than thirty (30) calendar days after the Response  
2 Deadline, the Settlement Administrator will provide the Parties with an accounting of all  
3 payments and awards payable from the Gross Settlement Amount. Payments from the Gross  
4 Settlement Amount shall be made, as specified in this Agreement and approved by the Court,  
5 for: (1) Individual Settlement Payments to Settlement Class Members who do not request to be  
6 excluded, (2) Class Representative Enhancement Award, (3) Class Counsel Award, (4) PAGA  
7 Payment, and (6) the Settlement Administration Costs. Defendant's employer-taxes on the  
8 wage portion of any Individual Settlement Payments will be paid separate and in addition to the  
9 Gross Settlement Amount.

10 a. Individual Settlement Payments. Individual Settlement Payments will be  
11 paid from the Net Settlement Amount and shall be paid pursuant to the terms set  
12 forth herein. Individual Settlement Payments shall be mailed by regular First  
13 Class U.S. Mail to the respective Settlement Class Member's last known mailing  
14 address within fourteen (14) calendar days after Defendant provides funds to the  
15 Settlement Administrator for disbursement under this Agreement. Individual  
16 Settlement Payments will be allocated as follows: one-third as wages, one-third  
17 as penalties, and one-third as interest. Any checks issued to Settlement Class  
18 Members shall remain valid and negotiable for one hundred and eighty (180)  
19 days from the date of their issuance.

20 i. Calculation of Individual Settlement Payments. Defendant will  
21 calculate the Total Hours Worked by each Settlement Class Member.  
22 The respective Total Hours Worked for each Settlement Class Member  
23 will be divided by the Total Hours Worked for all Settlement Class  
24 Members, resulting in the Payment Ratio for each Settlement Class  
25 Member. Each Settlement Class Member's Payment Ratio is then  
26 multiplied by the Net Settlement Amount to determine his or her  
27 Individual Settlement Payment. Each Individual Settlement Payment will  
28 be reduced by any legally mandated deductions (e.g., payroll taxes, etc.)

1 for each Settlement Class Member. Defendant's share of payroll taxes  
2 and other required withholdings from Individual Settlement Payments,  
3 including but not limited to Defendant's FICA and FUTA contributions,  
4 shall be paid in addition to the Gross Settlement Amount. Settlement  
5 Class Members are not eligible to receive any compensation other than an  
6 Individual Settlement Payment.

7 b. Unpaid Cash Residue or Unclaimed/Abandoned Class Member Funds. In  
8 accordance with California Rule of Civil Procedure section 384, any unpaid cash  
9 residue or unclaimed or abandoned class member funds generally attributable to  
10 California residents, plus any accrued interest that has not otherwise been  
11 distributed pursuant to order of this Court, shall be transmitted as follows:

12 i. Twenty-five percent (25%) to the State of California State  
13 Treasury for deposit in the Trial Court Improvement and Modernization  
14 Fund, established in section 77209 of the Government Code, and subject  
15 to appropriation in the annual Budget Act for the Judicial Council to  
16 provide grants to trial courts for new or expanded collaborative courts or  
17 grants for Sargent Shriver Civil Counsel;

18 ii. Twenty-five percent (25%) to the State of California State  
19 Treasury for deposit into the Equal Access Fund of the Judicial Branch, to  
20 be distributed in accordance with sections 6216 through 6223, inclusive,  
21 of the Business and Professions Code, except that administrative costs  
22 shall not be paid to the State Bar or the Judicial Council from this sum;

23 iii. The remaining fifty percent (50%) of any such unclaimed funds  
24 will be sent to Legal Aid Society – Employment Law Center.

25 c. Class Representative Enhancement Award. Subject to Court approval, in  
26 exchange for the release of all Released Claims, a general release under  
27 Section 1542 of the California Civil Code, and for his time and effort in bringing  
28 and prosecuting this matter, Plaintiff shall be paid up to Seven Thousand Five

1 Hundred Dollars (\$7,500.00), subject to Court approval. The Class  
2 Representative Enhancement Award shall be paid to Plaintiff from the Gross  
3 Settlement Amount no later than fourteen (14) calendar days after Defendant  
4 provides funds to the Settlement Administrator for disbursement under this  
5 Agreement. Any portion of the requested Class Representative Enhancement  
6 Award that is not awarded to the Class Representative shall be part of the Net  
7 Settlement Amount and shall be distributed to Settlement Class Members as  
8 provided in this Agreement. The Settlement Administrator shall issue an IRS  
9 Form 1099 – MISC to Plaintiff for his Class Representative Enhancement  
10 Award. Plaintiff shall be solely and legally responsible to pay any and all  
11 applicable taxes on his Class Representative Enhancement Award and shall hold  
12 harmless Defendant and Released Parties from any claim or liability for taxes,  
13 penalties, or interest arising as a result of the Class Representative Enhancement  
14 Award. The Class Representative Enhancement Award shall be in addition to the  
15 Plaintiff's Individual Settlement Payment as a Settlement Class Member.

16 d. Class Counsel Award. Defendant agrees not to oppose or object to any  
17 application or motion by Class Counsel for attorneys' fees not to exceed Three  
18 Hundred Thirty Three Thousand Three Hundred Thirty Three Dollars  
19 (\$333,333.00) or 33 1/3% of the Gross Settlement Amount. Defendant further  
20 agrees not to oppose any application or motion by Class Counsel for the  
21 reimbursement of actual costs of up to \$30,000.00, subject to submission of  
22 records to the Court, associated with Class Counsel's prosecution of this Action  
23 from the Gross Settlement Amount. Any portion of the requested Class Counsel  
24 Award that is not awarded to Class Counsel shall be part of the Net Settlement  
25 Amount and distributed to Settlement Class Members as provided in this  
26 Agreement. So long as there are no objection, Class Counsel shall be paid any  
27 Court-approved fees and costs no later than fourteen (14) calendar days after  
28 Defendant provides funds to the Settlement Administrator for disbursement

1 under this Agreement. Class Counsel shall be solely and legally responsible to  
2 pay all applicable taxes on the payment made pursuant to this paragraph. The  
3 Settlement Administrator shall issue an IRS Form 1099 – MISC to Class Counsel  
4 for the payments made pursuant to this paragraph. This Settlement is not  
5 contingent upon the Court awarding Class Counsel any particular amount in  
6 attorneys' fees and costs.

7 e. PAGA Payment. Twenty-Five Thousand Dollars (\$25,000.00) shall be  
8 allocated to the release of Plaintiff's PAGA penalty claim. From that allocation,  
9 the Settlement Administrator shall make the PAGA Payment to the California  
10 Labor and Workforce Development Agency, in the amount of Eighteen  
11 Thousand Seven Hundred Fifty Dollars (\$18,750.00), or 75% of the PAGA  
12 allocation. The PAGA Payment will be paid from the Gross Settlement Amount  
13 within fourteen (14) calendar days after Defendant provides funds to the  
14 Settlement Administrator for disbursement under this Agreement.

15 f. Settlement Administration Costs. The Settlement Administrator shall be  
16 paid for the costs of administration of the Settlement from the Gross Settlement  
17 Amount. The capped cost of administration for this Settlement is \$17,000. The  
18 Settlement Administrator shall provide the Parties with a declaration to support  
19 the cost of administration. The Settlement Administrator shall be paid the  
20 Settlement Administration Costs no later than fourteen (14) calendar days after  
21 Defendant provides funds to the Settlement Administrator for disbursement  
22 under this Agreement. The Settlement Administrator, on Defendant's behalf,  
23 shall have the authority and obligation to make payments, credits and  
24 disbursements, including in the manner set forth herein, to Settlement Class  
25 Members and the Internal Revenue Service, calculated in accordance with the  
26 methodology set out in this Agreement and orders of the Court.

27 i. The Parties agree to cooperate in the Settlement Administration  
28 process and to make all reasonable efforts to control and minimize the

1 cost and expenses incurred in administration of the Settlement. The  
2 Parties each represent they do not have any financial interest in the  
3 Settlement Administrator or otherwise have a relationship with the  
4 Settlement Administrator that could create a conflict of interest.

5 ii. The Settlement Administrator shall be responsible for: processing  
6 and mailing payments to the Plaintiff, Class Counsel, Settlement Class  
7 Members, the Internal Revenue Service, the California Labor and  
8 Workforce Development Agency, California State Treasury, and the *cy*  
9 *pres*; printing and mailing the Notice to the Settlement Class Members, as  
10 directed by the Court; receiving and reporting the requests for exclusion  
11 and Notices of Objection submitted by Settlement Class Members;  
12 distributing tax forms; providing declaration(s) and reports as necessary  
13 in support of preliminary and final approval of this Settlement; and other  
14 tasks as the Parties mutually agree or the Court orders the Settlement  
15 Administrator to perform both before and after distribution of the Gross  
16 Settlement Amount. The Settlement Administrator shall keep the Parties  
17 timely apprised of the performance of all Settlement Administrator  
18 responsibilities.

19 g. No person shall have any claim against Defendant, Defense Counsel,  
20 Plaintiff, Settlement Class Members, Class Counsel or the Settlement  
21 Administrator based on distributions and payments made in accordance with this  
22 Agreement.

23 35. Final Settlement Approval Hearing and Entry of Final Judgment. Upon  
24 expiration of the Response Deadline, with the Court's permission, a Final  
25 Approval/Settlement Fairness Hearing shall be conducted to determine final approval of the  
26 Settlement along with the amount properly payable for (i) the Class Counsel Award, (ii) the  
27 Class Representative Enhancement Award, (iii) Individual Settlement Payments, (iv) the  
28 Settlement Administration Cost, and (v) the PAGA Payment. Pursuant to California Rule

1 of Court 3.769(h), after granting final approval, the Court shall retain jurisdiction over the  
2 Parties to enforce the terms of the judgment.

3 36. Nullification of Settlement Agreement. In the event: (i) the Court does not  
4 enter an order for preliminary approval; (ii) the Court does not finally approve the  
5 Settlement as provided herein; (iii) the Court does not enter a Final Judgment, or (iv) the  
6 Settlement does not become final for any other reason, this Settlement Agreement shall be  
7 null and void and any order or judgment entered by the Court in furtherance of this  
8 Settlement shall be treated as void from the beginning. In such a case, the Parties and any  
9 funds to be awarded under this Settlement shall be returned to their respective statuses as of  
10 the date and time immediately prior to the mediation, and the Parties shall proceed in all  
11 respects as if this Agreement had not been executed, except that any fees already incurred  
12 by the Settlement Administrator shall be paid by the Parties in equal shares.

13 37. No Effect on Employee Benefits. Amounts paid to Plaintiff or other  
14 Settlement Class Members pursuant to this Agreement shall be deemed not to be  
15 pensionable earnings and shall not have any effect on the eligibility for, or calculation of,  
16 any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the  
17 Plaintiff or Settlement Class Members.

18 38. Publicity. Plaintiff and Class Counsel agree not to file a press release  
19 regarding the settlement, respond to press/media inquiries regarding the settlement, or  
20 otherwise publicize the terms of this Settlement, except in Court filings. Plaintiff will not  
21 disparage Defendant or its counsel. Plaintiff will not speculate about the motivations  
22 behind the decision of Defendant to settle this Action.

23 39. No Admission By the Parties. Defendant denies any and all claims alleged in  
24 this Action and denies all wrongdoing whatsoever. This Agreement is not a concession or  
25 admission and shall not be used against Defendant as an admission with respect to any  
26 claim of fault, concession or omission by Defendant.

27 40. Exhibits and Headings. The terms of this Agreement include the terms set  
28 forth in any attached exhibit, which is incorporated by this reference as though fully set



1 forth herein. The exhibit to this Agreement is an integral part of the Settlement. The  
2 descriptive headings of any paragraphs or sections of this Agreement are inserted for  
3 convenience of reference only and do not constitute a part of this Agreement.

4 41. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the  
5 Action, except such proceedings necessary to implement and complete the Settlement, in  
6 abeyance pending the Final Approval/Settlement Fairness Hearing to be conducted by the  
7 Court.

8 42. Amendment or Modification. This Agreement may be amended or modified  
9 only by a written instrument signed by counsel for all Parties or their successors-in-interest.

10 43. Entire Agreement. This Agreement and the attached exhibit constitute the  
11 entire Agreement among these Parties, and no oral or written representations, warranties or  
12 inducements have been made to any Party concerning this Agreement or its exhibit other  
13 than the representations, warranties and covenants contained and memorialized in the  
14 Agreement and its exhibit.

15 44. Authorization to Enter Into Settlement Agreement. Counsel for all Parties  
16 warrant and represent they are expressly authorized by the Parties whom they represent to  
17 negotiate this Agreement and to take all appropriate actions required or permitted to be  
18 taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any  
19 other documents required to effectuate the terms of this Agreement. The Parties and their  
20 counsel will cooperate with each other and use their best efforts to effect the  
21 implementation of the Settlement. In the event the Parties are unable to reach an agreement  
22 on the form or content of any document needed to implement the Settlement, or on any  
23 supplemental provisions that may become necessary to effectuate the terms of this  
24 Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.  
25 The person signing this Agreement on behalf of Defendant represent and warrant that  
26 he/she is authorized to sign this Agreement on behalf of Defendant. The person signing  
27 this Agreement on behalf of Plaintiff represents and warrants that he/she is authorized to  
28

1 sign this Agreement and that he/she has not assigned any claim, or part of a claim, covered  
2 by this Settlement to a third-party.

3 45. Binding on Successors and Assigns. This Agreement shall be binding upon,  
4 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously  
5 defined.

6 46. California Law Governs. All terms of this Agreement and the exhibit hereto  
7 shall be governed by and interpreted according to the laws of the State of California.

8 47. Counterparts. This Agreement may be executed in one or more counterparts.  
9 All executed counterparts and each of them shall be deemed to be one and the same  
10 instrument.

11 48. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this  
12 Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at  
13 this Settlement after extensive arms-length negotiations, taking into account all relevant  
14 factors, present and potential.

15 49. Jurisdiction of the Court. In accordance with California Rule of Court  
16 3.769(h), the Parties agree that the Court shall retain jurisdiction with respect to the  
17 interpretation, implementation and enforcement of the terms of this Agreement and all  
18 orders and judgments entered in connection therewith, and the Parties and their counsel  
19 hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing  
20 and enforcing the Settlement embodied in this Agreement and all orders and judgments  
21 entered in connection therewith.

22 50. Invalidity of Any Provision. Before declaring any provision of this  
23 Agreement invalid, the Court shall first attempt to construe the provisions valid to the  
24 fullest extent possible consistent with applicable precedents so as to define all provisions of  
25 this Agreement valid and enforceable.

26  
27 [Signatures on following page.]  
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**PLAINTIFF**

Date: 12-21-17

Jason Bell  
Jason Bell

**CLASS COUNSEL**

Diversity Law Group, P.C.  
Law Offices of Choi & Associates  
Polaris Law Group

Date: 12-21-17

[Signature]  
Larry W. Lee  
Edward W. Choi  
William L. Marder

**DEFENDANT**

Date: \_\_\_\_\_

\_\_\_\_\_  
Barry A. Frank  
Executive VP and General Counsel  
SOS Security, LLC

**DEFENDANT'S COUNSEL**

Gordon & Rees LLP

Date: \_\_\_\_\_

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**PLAINTIFF**

Date: \_\_\_\_\_

Jason Bell

**CLASS COUNSEL**

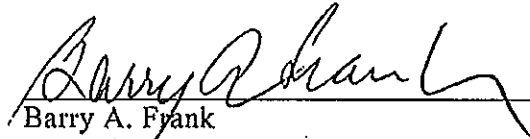
Diversity Law Group, P.C.  
Law Offices of Choi & Associates  
Polaris Law Group

Date: \_\_\_\_\_

Larry W. Lee  
Edward W. Choi  
William L. Marder

**DEFENDANT**

Date: 12-21-17

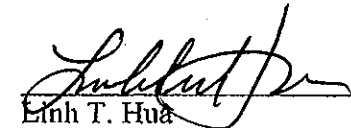


Barry A. Frank  
Executive VP and General Counsel  
SOS Security, LLC

**DEFENDANT'S COUNSEL**

Gordon & Rees LLP

Date: 12/21 / 2017



Linh T. Hua

# EXHIBIT 1

IMPORTANT LEGAL MATERIALS

\*Barcode39\* - <<SequenceNo>>

<<Name1>>

<<Address1>>

<<City>> <<State>> <<Zip10>>

Bell v. SOS Security, LLC  
[SETTLEMENT ADMINISTRATOR]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF ALAMEDA**  
**BELL v. SOS SECURITY, LLC**  
**Case No. RG 17859072**

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT**

**YOU ARE ESTIMATED TO RECEIVE APPROXIMATELY \$<<EstimatedAward>> THROUGH THIS CLASS ACTION SETTLEMENT.**

**To:** All current and former non-exempt security guards employed by Defendant in California at any time between January 31, 2013 through November 20, 2017.

**PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED. YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED SETTLEMENT.**

**TO RECEIVE YOUR SHARE, YOU DO NOT NEED TO DO ANYTHING.**

This Notice is Court Approved. This is not a solicitation from an attorney.

**1. WHY DID I GET THIS NOTICE?**

You received this Notice because a proposed settlement (the "Settlement") has been reached in the class action and representative lawsuit entitled BELL v. SOS SECURITY, LLC, Case No. RG 17859072 (hereinafter referred to as the "Action").

The Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement, see Section 15, below.

**2. WHAT IS THE ACTION ABOUT?**

On January 31, 2017, Plaintiff Jason Bell ("Bell" or "Plaintiff") filed a Class Action Complaint against Defendant SOS Security, LLC ("SOS Security" or "Defendant"), on behalf of Plaintiff and other similarly situated employees. On October 16, 2017, Plaintiff filed a First Amended Complaint. On November 13, 2017, Plaintiff filed a Second Amended Complaint ("Operative Complaint" or "Action") alleging: (1) Violation of Cal. Labor Code §§226.7 and 512 for failure to provide meal periods; (2) Violation of Cal. Labor Code §§226.7 and 512 for failure to provide rest periods; (3) Violation of Labor Code §§221-226 & 2802 for failure to reimburse for business related expenses; (4) Violation of Cal. Labor Code §§510, 558, 1194, 1194.2, 1197, 1197.1, 1198 and 1199 for failure to pay minimum, regular or overtime wages; (5) Violation of Labor Code

§§226(a), 226.3 & 1174 for failure to provide and maintain accurate and complete wage statements; (6) Violation of Cal. Labor Code §§201.3, 203, 204 & 204b for failure to pay wages in a timely manner; (7) Violation of Labor Code sections 2698, *et seq.*; and (8) Violation of California Business & Professions Code §§17200, *et seq.*

SOS Security denies the allegations in the Action and is prepared to continue to defend the action vigorously. The court has not made any ruling on the merits in the Action.

### **3. WHAT IS A CLASS ACTION?**

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Bell brought his case as a class action. In the Action, the Plaintiff seeks to represent you on a class and representative basis. SOS Security is the Defendant. A class action allows the Court to resolve the claims of all the class members at the same time. A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action. A class action allows one court to resolve all of the issues in a lawsuit for all the class members who choose not to exclude themselves from the class.

### **4. WHO IS INCLUDED IN THE SETTLEMENT CLASS?**

All non-exempt employees who worked for Defendant SOS Security at any time between January 31, 2013 through November 20, 2017 (the “Class” or “Settlement Class Members”).

### **5. WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?**

There was a hearing on February 6, 2018, in the Superior Court of the State of California for the County of Alameda, at which time Judge Brad Seligman preliminarily approved the Settlement. The Settlement will resolve the Class Members’ claims for failure to pay meal period premium wages, rest break premium wages, overtime and minimum wages, expense reimbursements, split shift wages, failure to timely pay wages, and failure to provide accurate wage statements.

The Settlement represents a compromise of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by SOS Security that the claims in the Actions have merit or that SOS Security has any liability to the Plaintiff or the Settlement Class Members on those claims. No court has made any ruling on the merits of the Action.

The parties have agreed to settle the case for a maximum total payment of \$1,000,000.00 (“Gross Settlement Amount”). Under the terms of the Settlement, the following payments have been agreed to: (1) attorneys’ fees not to exceed \$333,333.00 (33 1/3%) of the total settlement amount; (2) all documented litigation costs to Class Counsel not to exceed \$30,000; (3) service payment to the Named Plaintiff for services in the Action, in an amount not to exceed \$7,500; (4) \$17,000 for administration settlement costs; and (5) \$18,750 to the California Labor & Workforce Development Agency for PAGA penalties. The amount of money remaining after these payments is the amount that will be distributed to Settlement Class Members who do not request to be excluded. This amount is known as the “Net Settlement Amount.”

The Settlement Administrator will determine each eligible Settlement Class Member’s Individual Settlement Payment as follows: The number of Total Hours Worked by all Settlement Class Members between January 31, 2013 through November 20, 2017 (the “Class Period”) will be totaled. The respective Total Hours Worked for each Settlement Class Member during the Class Period will be divided by the Total Hours Worked for all Settlement Class Members during the Class Period, resulting in the Payment Ratio for each Settlement Class Member. Each Settlement Class Member’s Payment Ratio is then multiplied by the Net Settlement Amount to determine his or her Individual Settlement Payment. All of the Net Settlement Value will be distributed to Settlement Class Members who do not exclude themselves from the Settlement.

Based on SOS Security's records, you worked a total of <<Total Hours Worked>> hours between January 31, 2013 through November 20, 2017. The Total Hours Worked by all Class Members is \*\*\*. The estimated amount of your settlement payment is identified at the top of this Notice.

**6. HOW DOES THE SETTLEMENT AFFECT MY RIGHTS?**

**If the Settlement is approved, you will release the following claims, and will be barred from prosecuting any and all such claims against SOS Security and the Released Parties.**

Any and all known and unknown claims, losses, damages, liquidated damages, penalties, interest, liabilities, causes of action, civil complaints, arbitration demands or suits which arise from the facts asserted in the Action, including, without limitation to, all claims under the California Labor Code as alleged in the Action for violations of meal periods, rest breaks, unpaid overtime and minimum wages, expense reimbursement, split shifts, timely payment of wages, wage statements, waiting time penalties, penalties under the Private Attorneys General Act sections 2698, *et seq.*, and violations of California Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*) or other remuneration whether sought under statute, tort, contract or as an unfair business practice. The Released Parties include SOS Security LLC, SOS Security LP, and any parent, partner, subsidiary, affiliate, predecessor or successor, and all agents, employees (current and former), officers, directors, insurers, and attorneys

The Judgment will resolve the claims to the extent provided in the Settlement Agreement and will permanently bar all Settlement Class Members from prosecuting any and all such claims against SOS Security. You will remain bound by the Settlement, and you cannot sue, continue to sue or be a part of any other lawsuit about the Released Claims. It also means that all of the Court's orders will apply to you and legally bind you.

The precise definitions of the capitalized terms in the paragraphs above can be found in the Class Action Settlement Agreement, which can be viewed at the Courthouse (Superior Court of the State of California for the County of Alameda, 1221 Oak Street, Oakland, CA 94612) during normal business hours.

**7. WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?**

You do not need to do anything to participate in the settlement. You will receive a monetary award from this Settlement approximately \*\*\*\* days after the Final Approval Hearing on [INSERT DATE], if the Settlement is approved and no appeals are filed. Class Counsel have been appointed and approved by the Court and Class Counsel will represent you.

NOTE: It is your responsibility to keep a current address on file with the Claims Administrator to ensure receipt of your settlement payment. If you fail to keep your address current, you may not receive your settlement payment.

**8. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?**

You can object to any of the terms of the Settlement before the Final Approval Hearing. Failure to take the steps below will be deemed a waiver of your objections. If the Court rejects your objection, you will still be bound by the terms of the Settlement, but you will also receive a monetary award. To object, you must mail your written objection and any notice of intention to appear at the Final Approval Hearing to the Claims Administrator and the attorneys at the addresses listed below by [INSERT OBJECTION DEADLINE]:

**Settlement Administrator:**  
BELL v. SOS Security  
[INSERT SETTLEMENT ADMINISTRATOR]  
Toll-free number: [TBD]



**Counsel for Defendant:**

Debra Ellwood Meppen, Esq.  
Linh T. Hua, Esq.  
GORDON & REES LLP  
633 West Fifth Street, 52<sup>nd</sup> Floor  
Los Angeles, CA 90071

**Counsel for Named Plaintiff:**

Larry W. Lee  
**DIVERSITY LAW GROUP,  
P.C.**  
515 South Figueroa Street, Suite  
1250  
Los Angeles, California 90071  
(213) 488-6555  
(213) 488-6554 facsimile  
lwlee@diversitylaw.com

Edward W. Choi  
**LAW OFFICES OF  
CHOI & ASSOCIATES**  
515 S. Figueroa St., Suite 1250  
Los Angeles, CA 90071  
Telephone: (213) 381-1515  
Facsimile: (213) 465-4885  
edward.choi@choiandassociates.com

William L. Marder, Esq.  
**POLARIS LAW GROUP**  
501 San Benito Street, Suite  
200  
Hollister, CA 95023  
Telephone: (831) 531-4214  
Facsimile: (831) 634-0333  
bill@polarislawgroup.com

Any written objections shall state each specific reason for your objection and any legal support for each objection. Your objection and the envelope containing the objection should state: "Attention: *Bell v. SOS Security, Inc.*, RG 17859072." Your objection shall also state your full name, address, and the last four digits of your Social Security number and/or your Employee ID number. You will then have the right to address the Court at the Final Approval Hearing scheduled for [INSERT DATE]. You may appear personally at the Final Approval Hearing, or through your own counsel, paid for at your own expense. **If you do not timely make your objection, you will be deemed to have waived all objections and will not be entitled to speak at the final approval hearing.**

**9. WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?**

You have the right to request exclusion from the settlement. To do so, you must submit a written request for exclusion to the Claims Administrator at the following address:

BELL v. SOS Security  
SETTLEMENT ADMINISTRATOR

To be valid, a written request for exclusion must state that you wish to be excluded, and (1) must contain your name (and former names, if any), current address, telephone number, and the last four digits of your Social Security number and/or your Employee ID number; (2) must be signed by you; (3) must be postmarked on or before [EXCLUSION DEADLINE]; and (4) returned to the Claims Administrator at the address listed above. Unless you timely request to be excluded from the settlement, you will be bound by the judgment upon final approval of the Settlement, including the Release described in this Notice. Class Counsel will not represent your interests if you request to be excluded.

**10. WILL THE NAMED PLAINTIFF BE COMPENSATED FOR BRINGING THIS LAWSUIT?**

Plaintiff will request an enhancement award of up to \$7,500 for his services as the Representative and for his efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to the Plaintiff. Plaintiff's Application for his service award can be viewed at the Courthouse after [INSERT DATE],

during normal business hours (as well as Class Counsel's Application for Attorneys' Fees and Costs as discussed below).

**11. DO I HAVE A LAWYER IN THIS CASE?**

Yes. The Court has ordered that the interests of Named Plaintiff and the Class Members are represented by counsel for Named Plaintiff, listed above in Section 8. Settlement Class Members will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. If you have questions about the case or the settlement, you should ask Class Counsel. Counsel for Defendant listed in Section 8 above represents SOS Security and does not represent you or any Settlement Class Members.

**12. HOW WILL THE LAWYERS BE PAID?**

Class Counsel will be requesting from the Court an amount not to exceed 33 1/3% of the total settlement amount (in other words, up to \$ 333,333.00) for their attorneys' fees and litigation costs not exceeding \$30,000. A copy of Class Counsel's application for attorneys' fees and costs can be viewed at the Courthouse after [INSERT DATE], during normal business hours. The actual amount awarded to Class Counsel will be determined by the Court.

**13. WHAT IS THE FINAL APPROVAL HEARING?**

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be finally approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the award of attorneys' fees and expenses to Class Counsel; to consider the request for a service award to Named Plaintiff; and to consider the request for a service award to the California Labor and Workforce Development Agency.

**14. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?**

The Court will hold the Final Approval Hearing on [INSERT DATE and TIME] a.m./p.m., in Department 23 of the Superior Court of the State of California for the County of Alameda, 1221 Oak Street, Oakland, CA 94612 ("Final Approval Hearing"). The Final Approval Hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing unless you have timely filed an objection with the Court. However, you have the right to attend the Final Approval Hearing and be represented by your own counsel at your own expense. If you plan to attend the Final Approval Hearing, you may contact Class Counsel to confirm the date and time. If the Settlement is not approved by the Court or does not become final for some reason, the Action may continue to trial.

**15. MAY I SPEAK AT THE FINAL APPROVAL HEARING?**

At the hearing, the Court will be available to hear any objections and arguments concerning the Settlement. You may attend, but you do not have to attend. You may speak at the Final Approval Hearing only if (a) you have timely served and filed an Objection, and (b) followed the procedures set forth in Section 8 above for notifying the Court and the parties that you intend to speak at the Final Approval Hearing. If you have requested exclusion from the Settlement, however, you may not speak at the Final Approval Hearing.

**16. HOW DO I GET MORE INFORMATION?**

To see a copy of the Class Action Settlement Agreement (which defines the capitalized terms used in this Notice and provides a brief summary of what has happened in the Action), the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, the operative Complaint filed in the *Bell* lawsuit, and other filed documents related to Bell's lawsuit and this Settlement, you may view all such files

at the Clerk's office at the Superior Court of the State of California for the County of Alameda, 1221 Oak Street, Oakland, CA 94612.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the address and telephone number listed below, toll free. Please refer to the SOS Security Class Action Settlement.

BELL v. SOS Security  
SETTLEMENT ADMINISTRATOR  
[INSERT INFO]

You may also contact the attorneys for the Class, whose names and contact information is listed above.

**17. WHAT IF MY INFORMATION CHANGES?**

If, after you receive this Notice, you change your postal address or telephone number, it is your responsibility to inform the Settlement Administrator of your updated information.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION  
TO THE CLERK OF THE COURT OR THE JUDGE**