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7 Attorneys for Plaintiffs and the Class

8 UNITED STATES DISTRICT COURT  
 9 EASTERN DISTRICT OF CALIFORNIA

10 \* \* \*

11 JULIAN SMOTHERS, an individual, ASA  
 12 DHADDA, an individual;

13 Plaintiffs,

14 vs.

15 NORTHSTAR ALARM SERVICES, LLC, a  
 16 Utah corporation; and Does 1–50, inclusive,

17 Defendants.

Case No. 2:17-CV-00548-KJM-KJN

CLASS ACTION

**DECLARATION OF JARED HAGUE IN  
 SUPPORT OF MOTION FOR FINAL  
 APPROVAL OF JOINT STIPULATION  
 FOR CLASS SETTLEMENT AND  
 CERTIFICATION OF FLSA  
 COLLECTIVE**

Date: December 20, 2019

Time: 10:00 a.m.

Courtroom: 3

Judge: Hon. Kimberly J. Mueller

1 I, JARED HAGUE, declare:

2 1. I am an attorney licensed to practice law in the states of California and Nevada,  
3 and before this Court. I am an attorney of the law firm of Sutton Hague Law Corporation, P.C.,  
4 attorneys for Plaintiff JULIAN SMOTHERS and ASA DHADDA (hereinafter "Plaintiffs"). The  
5 facts set forth herein are personally known to me and, unless otherwise noted, are based on my  
6 firsthand knowledge and/or observation. If called as a witness, I could and would competently  
7 testify thereto under oath.

8 2. This declaration is submitted in support of Plaintiffs' Motion for Final Approval  
9 of Joint Stipulation of Class Settlement.

10 3. For the Court's ease of reference, attached hereto as Exhibit "1" is a true and  
11 correct copy of the fully-executed Amended Joint Stipulation for Class Settlement, signed by the  
12 Parties. Appended thereto as Exhibits 1 and 2 are the proposed Class Notices.

13 4. As evidenced by the lack of objections or opt-outs, and the response rate of the  
14 FLSA Group, the Settlement Class' response to the Class Notice was overwhelmingly positive.  
15 While Settlement Class Members were not required to file or submit a written objection in order  
16 to object to the Settlement, I am unaware of any Settlement Class Member who plans to appear  
17 at the Final Approval Hearing to object to the Settlement, or who is displeased with any aspect of  
18 the Settlement. Moreover, I have been personally contacted by three Settlement Class Members  
19 as of the filing of this declaration, each of whom expressed gratitude for the settlement and just  
20 had general questions about the timing of payment of the Individual Settlement Amounts. None  
21 of the individuals with whom I spoke expressed any reservations about the Settlement.

22 5. As of the filing of this declaration, I am informed by the Settlement Administrator  
23 that two (2) Claim Forms of FLSA Group Members were postmarked after the November 18,  
24 2019 deadline to submit claims. Presently, it is our understanding that Defendant is not willing to  
25 accept the untimely, but otherwise valid, Claim Forms.

26 6. Class Counsel will properly submit notice to the Labor and Workforce  
27 Development Agency ("LWDA") of the Final Approval Motion. We have not received any

28

1 communications in any form from the LWDA concerning any objection to the terms of the  
2 Settlement or any intention to appear at the Final Approval Hearing.

3 7. Our office is fully committed to dedicating the time and resources to see this case  
4 through to its conclusion.

5 8. I have no knowledge of the existence of a conflict between any of the Class  
6 Members and the Plaintiffs. I have no knowledge of the existence of a conflict between this  
7 office and any of the Class Members

8  
9 I declare under penalty of perjury under the laws of California that the foregoing is true  
10 and correct and that this declaration was executed on November 22, 2019 at Las Vegas, Nevada.

11  
12 Dated: November 22, 2019

SUTTON HAGUE LAW CORPORATION  
A California Professional Corporation



13  
14  
15 By: \_\_\_\_\_  
16 JARED HAGUE  
17 Attorneys for Plaintiffs and the Class  
18  
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# EXHIBIT 1

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21 Attorneys for Defendant: Northstar Alarm Services,  
22 LLC

23 **UNITED STATES DISTRICT COURT**

24 **EASTERN DISTRICT OF CALIFORNIA**

25 \* \* \*

26 JULIAN SMOTHERS, an individual; ASA  
27 DHADDA, an individual;

28 Plaintiffs,

vs.

NORTHSTAR ALARM SERVICES, LLC, a Utah  
corporation; and Does 1 through 50, inclusive,

Defendants.

**Case No. 2:17-CV-00548-KJM-KJN**

**FIRST AMENDED JOINT STIPULATION  
OF CLASS ACTION SETTLEMENT AND  
RELEASE**

**Judge: Hon. Kimberly J. Mueller**

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1 This First Amended Joint Stipulation of Settlement and Release of Class Action (“Stipulation”)  
2 is made and entered into by Plaintiffs Julian Smothers and Asa Dhadda, individually and as  
3 representatives of the Settlement Class, as defined below, and Defendant Northstar Alarm Services,  
4 LLC. This Stipulation is subject to the approval of the Court and is made for the sole purpose of  
5 attempting to consummate settlement of this Action on a class-wide basis subject to the following terms  
6 and conditions. As detailed below, in the event the Court does not enter orders consistent with the terms  
7 of the Settlement or the conditions precedent are not met for any reason, this Stipulation shall be void  
8 and shall be of no force or effect whatsoever.

9 **I. DEFINITIONS.**

10 As used in this Stipulation, the following terms shall have the meanings specified below. To the  
11 extent terms or phrases used in this Stipulation are not specifically defined below, but are defined  
12 elsewhere in this Stipulation, they are incorporated by reference into this definition section.

13 **1. Action.**

14 “Action” shall mean the civil action filed on February 3, 2017 by Plaintiffs against Defendant in  
15 the Superior Court of the State of California, County of Sacramento, Case No. 34-2017-00207477, and  
16 removed to this Court on March 14, 2017, under Case No. 2:17-cv-00548-KJM-KJN.

17 **2. Claims.**

18 “Claims” shall mean the claims asserted in the Second Amended Complaint, including any claim  
19 arising out of the allegations asserted in the Second Amended Complaint and all matters expressly  
20 released by this Stipulation.

21 **3. Class or Settlement Class.**

22 “Class” or “Settlement Class” includes the following persons:

- 23 a. “California Class”: All current and former non-exempt Alarm Installation  
24 Technicians and Lead Alarm Installation Technicians who performed  
25 compensable work for Defendant in the State of California at any time  
26 from February 3, 2013, through December 31, 2017, who do not timely  
27 opt out of the California Class and the Settlement. Defendant represents by  
28

1 its execution of this Stipulation that there are 94 individuals who fall  
2 within the definition of the California Class as set forth herein.

3 b. “FLSA Group”: All current and former non-exempt Alarm Installation  
4 Technicians and Lead Alarm Installation Technicians who performed  
5 compensable work for Defendant in the United States at any time from  
6 February 3, 2014, through December 31, 2017, who affirmatively opt in to  
7 the FLSA Group and the Settlement by timely returning to the Settlement  
8 Administrator the Court-approved opt-in form. Defendant represents by its  
9 execution of this Stipulation that there are 285 individuals who potentially  
10 fall within the definition of the FLSA Group as set forth herein.

11 **4. Class Counsel.**

12 “Class Counsel” shall mean S. Brett Sutton and Jared Hague of the law firm of Sutton Hague  
13 Law Corporation, P.C.

14 **5. Class Member or Settlement Class Member.**

15 “Class Member” or “Settlement Class Member” shall mean any person who is a member of the  
16 Settlement Class, including Named Plaintiffs, or, if such person is incompetent or deceased, the person’s  
17 legal guardian, executor, heir, or successor-in-interest. Those Class Members within the FLSA Group as  
18 defined herein may also be referred to as “FLSA Group Members,” and those Class Members within the  
19 California Class as defined herein may also be referred to as “California Class Members.”

20 **6. Class Notice.**

21 “Class Notice” shall mean the Notices attached hereto as Exhibits 1 and 2 to the California Class  
22 and to the FLSA Group, respectively, or as otherwise approved by the Court, which are to be mailed and  
23 emailed to Class Members.

24 **7. Class Period.**

25 “Class Period” shall mean (1) February 3, 2013, through December 31, 2017, for the California  
26 Class; and (2) February 3, 2014, through December 31, 2017, for the FLSA Group.

27 ///

1           **8.     Class Representative.**

2           “Class Representative” shall mean Plaintiffs Julian Smothers and Asa Dhadha.

3           **9.     Notice Period.**

4           “Notice Period” shall mean the period commencing on the date the Class Notices are first mailed  
5 by the Settlement Administrator and ending seventy-five (75) calendar days thereafter. If the Notice  
6 Period as defined herein concludes on a Saturday, Sunday, or holiday, then the Notice Period shall be  
7 extended to the next calendar day that is not a Saturday, Sunday, or holiday.

8           **10.    California Class Gross Settlement Amount.**

9           The “California Class Gross Settlement Amount” is \$800,000.00.

10          **11.    California Class Counsel Fees.**

11          The “California Class Counsel Fees” are Class Counsel’s Court-approved fees for the California  
12 Class, which are not to exceed one-fourth (1/4) of the California Class Gross Settlement Amount.

13          **12.    California Class Counsel Expenses.**

14          The “California Class Counsel Expenses” are Class Counsel’s Court-approved expenses for the  
15 California Class, which are not to exceed \$8,888.89.

16          **13.    California Class Settlement Administrator Expenses.**

17          The “California Class Settlement Administrator Expenses” are the Court-approved expenses  
18 incurred by the Settlement Administrator for the California Class, which are not to exceed \$22,222.22.

19          **14.    California Class Enhancement Payment.**

20          The “California Class Enhancement Payment” is the Court-approved Enhancement Payment  
21 payable to the Class Representatives for the California Class, which is to be split equally between the  
22 Class Representatives and which is not to exceed \$8,888.89.

23          **15.    California Class PAGA Payment to LWDA.**

24          The “California Class PAGA Payment to LWDA” is the Court-approved amount allocated to the  
25 California Labor and Workforce Development Agency (“LWDA”) pursuant to Plaintiffs’ claims under  
26 the California Private Attorneys General Act of 2004 (“PAGA”), which is not to exceed \$37,500.00.

27        ///

1           **16. California Class Net Settlement Amount.**

2           The “California Class Net Settlement Amount” is the California Class Gross Settlement Amount  
3 minus the California Class Counsel Fees, the California Class Counsel Expenses, the California Class  
4 Settlement Administrator Expenses, the California Class Enhancement Payment, and the California  
5 Class PAGA Payment to LWDA, which shall not be less than \$522,500.00.

6           **17. Class Settlement or Settlement.**

7           “Class Settlement” or “Settlement” shall mean the settlement embodied in this Stipulation, which  
8 is subject to Court approval.

9           **18. Complaint.**

10           “Complaint” shall mean the Plaintiffs’ revised Second Amended Complaint, which shall be the  
11 Second Amended Complaint previously submitted to the Court with further revisions to conform to the  
12 Settlement Class definitions contained in this Stipulation.

13           **19. Court.**

14           “Court” shall mean the United States District Court for the Eastern District of California.

15           **20. Defendant.**

16           “Defendant” shall mean Northstar Alarm Services, LLC.

17           **21. Defense Counsel.**

18           “Defense Counsel” shall mean the attorneys of Mitchell Barlow and Mansfield, P.C.

19           **22. Effective Date.**

20           “Effective Date” shall be the date on which the Court enters a final order and judgment certifying  
21 the Settlement Class and approving the Settlement after holding a Final Approval and Fairness Hearing.

22           **23. Enhancement Payment.**

23           “Enhancement Payment” shall mean any additional monetary payment provided to the Class  
24 Representatives for their efforts and risks on behalf of the Class in this Action.

25           **24. Final Approval and Fairness Hearing.**

26           “Final Approval and Fairness Hearing” shall mean the final hearing held to ascertain the fairness,  
27 reasonableness, and adequacy of the Class Settlement.

1           **25.     FLSA Potential Gross Settlement Amount.**

2           The “FLSA Potential Gross Settlement Amount” is \$1,000,000.00.

3           **26.     FLSA Potential Class Counsel Fees.**

4           The “FLSA Potential Class Counsel Fees” are Class Counsel’s Court-approved fees for the  
5 FLSA Group, which are not to exceed one-fourth (1/4) of the FLSA Actual Gross Participation Amount  
6 as defined below in Article VII, Section 4(c).

7           **27.     FLSA Potential Class Counsel Expenses.**

8           The “FLSA Potential Class Counsel Expenses” are Class Counsel’s Court-approved expenses for  
9 the FLSA Group, which are not to exceed \$11,111.11.

10          **28.     FLSA Potential Settlement Administrator Expenses.**

11          The “FLSA Potential Settlement Administrator Expenses” are the Court-approved expenses  
12 incurred by the Settlement Administrator for the FLSA Group, which are not to exceed \$27,777.78.

13          **29.     FLSA Potential Enhancement Payment.**

14          The “FLSA Potential Enhancement Payment” is the Court-approved Enhancement Payment  
15 payable to the Class Representatives for the FLSA Group, which is to be split equally between the Class  
16 Representatives and which is not to exceed \$11,111.11.

17          **30.     FLSA Potential Net Settlement Amount.**

18          The “FLSA Potential Net Settlement Amount” is the FLSA Potential Gross Settlement Amount  
19 minus the FLSA Potential Class Counsel Fees, the FLSA Potential Class Counsel Expenses, the FLSA  
20 Potential Settlement Administrator Expenses, and the FLSA Potential Enhancement Payment, which  
21 shall not be less than \$700,000.00.

22          **31.     Hearing on Preliminary Approval.**

23          “Hearing on Preliminary Approval” shall mean the hearing held on the motion for preliminary  
24 approval of the Settlement.

25          **32.     Individual Settlement Amount.**

26          “Individual Settlement Amount” shall mean the amount which is ultimately distributed to each  
27 Class Member, net of any Required Tax Withholding withheld by the Settlement Administrator.

1           **33.    Named Plaintiffs.**

2           “Named Plaintiffs” shall mean Plaintiffs Julian Smothers and Asa Dhadha.

3           **34.    Opt-Out(s).**

4           “Opt-Out(s)” shall mean any and all potential California Class Members who timely and validly  
5 request exclusion from the California Class in accordance with the terms of the Class Notice.

6           **35.    Opt-Out Request.**

7           “Opt-Out Request” shall mean a timely and valid request for exclusion from a California Class  
8 Member in accordance with the terms of the Class Notice and in the form described in the Class Notice  
9 or as otherwise approved by the Court.

10          **36.    Parties.**

11          “Parties” shall mean the Named Plaintiffs, the California Class Members, the FLSA Group  
12 Members, and Defendant.

13          **37.    Preliminary Approval Date.**

14          “Preliminary Approval Date” shall mean the date upon which the Court enters an order  
15 preliminarily approving this Stipulation.

16          **38.    Released Claims.**

17          “Released Claims” shall mean any and all claims, demands, rights, debts, obligations, costs,  
18 expenses, wages, liquidated damages, statutory damages, penalties (including civil and statutory),  
19 liabilities, and/or causes of action of any nature and description whatsoever, whether known or  
20 unknown, at law or in equity, whether under federal, state, or local law (including without limitation any  
21 statute, ordinance, regulation, common law, constitution, or other source of law), which were asserted in  
22 the Action or could have been asserted against the Released Parties arising out of the facts and  
23 circumstances alleged in the Complaint. Released Claims include, without limitation, any and all claims  
24 for wages, overtime, damages, costs, penalties, liquidated damages, punitive damages, interest, attorney  
25 fees, litigation costs, restitution, injunctive relief, equitable relief, or other relief based on alleged  
26 violation of the California Labor Code; of California Business & Professions Code Section 17200 et seq.  
27 (“Section 17200”) based on the California Labor Code; of the wage orders of the California Industrial  
28

1 Welfare Commission; or of the Fair Labor Standards Act. Released Claims include, without limitation,  
2 claims alleging the failure to provide timely, off-duty meal breaks and/or rest breaks; the failure to  
3 promptly pay all wages due and owing at the time of the employee's separation from employment; the  
4 failure to provide accurate itemized wage statements; the failure to keep accurate payroll records; the  
5 failure to pay any regular, overtime, or other wages; or the failure to pay California or federal minimum  
6 wage. Released Claims include, without limitation, claims for interest, attorney fees, or litigation costs  
7 arising from prosecution of any Released Claims, and any and all alleged violations of California Labor  
8 Code provisions giving rise to PAGA penalties. Released Claims include, without limitation, any Fair  
9 Labor Standards Act ("FLSA") claims of any Settlement Class Member that arises from or is based on  
10 allegations that were or could have been asserted in the Action. It is understood and agreed that the  
11 Settlement will not release any person, party or entity from claims, if any, by Settlement Class Members  
12 for workers compensation, unemployment, wrongful termination, or disability benefits of any nature.

13 **39. Released Parties.**

14 "Released Parties" shall mean Defendant, Defendant's parent and subsidiary entities and  
15 affiliates, and their present and former members, managers, officers, directors, shareholders, agents,  
16 employees, insurers, attorneys, accountants, auditors, advisors, representatives, consultants, pension and  
17 welfare benefit plans, plan fiduciaries, administrators, trustees, general and limited partners,  
18 predecessors, successors, and assigns.

19 **40. Settlement.**

20 "Settlement" shall mean the settlement between the Parties, which is memorialized in this  
21 Stipulation.

22 **41. Settlement Administrator.**

23 "Settlement Administrator" shall mean Phoenix Settlement Administrators, which the Parties  
24 have agreed will be responsible for administration of the Settlement and related matters, or another  
25 neutral administrator mutually agreed to by the Parties and approved by the Court.

26 **42. Settling Parties.**

27 "Settling Parties" shall mean the Named Plaintiffs, the Settlement Class, and Defendant.



1           **43. Stipulation.**

2           “Stipulation” shall mean this First Amended Joint Stipulation of Class Action Settlement and  
3 Release, including any attached exhibits.

4           **44. Required Tax Withholding.**

5           “Required Tax Withholding” shall mean any and all applicable federal, state, or local payroll  
6 taxes including those collected under authority of the Federal Insurance Contributions Act (“FICA”) on  
7 the portion of any Class Member’s Individual Settlement Amount that constitutes wages as set forth in  
8 herein. Required Tax Withholding does not include Defendant’s Payroll Tax Share.

9           **45. Defendant’s Payroll Tax Share.**

10          “Defendant’s Payroll Tax Share” shall mean Defendant’s portion of payroll taxes for that portion  
11 of the Individual Settlement Amounts that constitutes wages as set forth herein, which shall be satisfied  
12 by Defendant separate and apart from this Stipulation.

13       **II. FACTUAL AND PROCEDURAL BACKGROUND OF ACTION.**

14           **1. Named Plaintiffs’ Claims.**

15          On or about December 2, 2016, Named Plaintiffs issued notice to Defendant and the California  
16 LWDA regarding Named Plaintiff’s intention to file a complaint seeking civil penalties on behalf of  
17 current and former aggrieved employees under PAGA for Defendant’s alleged violation of various  
18 provisions of the California Labor Code. Named Plaintiffs supplemented this notice with additional  
19 allegations on or about January 30, 2017. On or about February 3, 2017, Named Plaintiffs filed a  
20 Complaint against Defendant in Sacramento County Superior Court contained the following causes of  
21 action: 1) Failure to Pay Minimum Wages; 2) Failure to Pay Overtime Wages; 3) Failure to Provide  
22 Mandated Meal Periods; 4) Failure to Provide Mandated Rest Periods; 5) Failure to Reimburse  
23 Business-Related Expenses; 6) Failure to Issue Accurate Wage Statements; 7) Failure to Timely Pay  
24 Wages Due Upon Termination; 8) Unfair Competition under California Business & Professions Code  
25 section 17200 et seq.; and 9) Failure to Pay Overtime Wages in Violation of 29 U.S.C. section 207.  
26 Defendant removed the Action to the United States District Court, Eastern District of California on  
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1 March 14, 2017. On April 5, 2017, Named Plaintiffs filed their First Amended Complaint in the Action,  
2 adding various claims against Defendant under the California Private Attorneys General Act (“PAGA”).  
3 The Parties stipulate that, as part of this Settlement, good cause exists for Plaintiffs to file a Second  
4 Amended Complaint that conforms to the class definitions therein to the “Settlement Class” as defined  
5 herein at I.3. The claims of any person(s) falling within the scope of the class definition set forth in the  
6 First Amended Complaint, but who are not included within the scope of the Settlement Class defined  
7 herein, shall be considered as dismissed without prejudice upon the filing of the Second Amended  
8 Complaint. Within twenty-eight (28) days of the Preliminary Approval Date, Named Plaintiffs shall file  
9 a revised Second Amended Complaint that conforms to the Settlement Class definitions contained in this  
10 Stipulation. Defendant may file thereafter an answer to the Second Amended Complaint.

11 **2. Discovery, Investigation, Motion Practice, and Research.**

12 Class Counsel has conducted significant discovery and investigation during the prosecution of  
13 the Action. This discovery and investigation includes both formal and informal exchange of documents  
14 and information, including but not limited to policies and procedures disseminated to the Settlement  
15 Class Members, an extensive sample of the timekeeping and payroll records of the Class, and the  
16 timekeeping and payroll documents of the Named Plaintiffs. Class Counsel took the deposition of one of  
17 Defendant’s Directors of Operation. Class Counsel also interviewed other Settlement Class Members to  
18 learn more about compensation and workplace details related to the Named Plaintiffs’ claims. In short,  
19 Class Counsel has dedicated a significant amount of time to the investigation and prosecution of this  
20 case on behalf of the Settlement Class. The Class Representatives have vigorously prosecuted this case,  
21 and Defendant has vigorously contested it. The Parties have engaged in sufficient investigation and  
22 informal discovery to assess the relative merits of the claims of the Class Representatives and of  
23 Defendant’s defenses to them. To the extent necessary to effectuate the intent of this Agreement, the  
24 Parties hereby agree that Defendant will stipulate to grant Named Plaintiffs leave to file a Second  
25 Amended Complaint and that Defendant may thereafter file an answer to the Second Amended  
26 Complaint.

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1           **3. Allegations of the Class Representative and Benefits of Settlement.**

2           The extensive informal exchange of information and discussions between counsel, as well as the  
3 information obtained through formal discovery efforts, have been adequate to give the Class  
4 Representatives and Class Counsel a sound understanding of the merits of their positions and to evaluate  
5 the worth of the claims of the Class. This Settlement was reached with the assistance of an experienced  
6 mediator, Jeff Winikow, a former judge of the Superior Court of California and a well-respected  
7 mediator of complex class actions and wage-and-hour matters. The information exchanged by the  
8 Parties through discovery and mediation is sufficient to reliably assess the merits of the Parties'  
9 respective positions and to compromise the issues on a fair and equitable basis.

10           Named Plaintiffs and Class Counsel believe that the claims, causes of action, allegations and  
11 contentions asserted in the Action have merit. However, Named Plaintiffs and Class Counsel recognize  
12 and acknowledge the expense and delay of continued lengthy proceedings necessary to prosecute the  
13 Action against Defendant through trial and through appeals. Moreover, prior to and during mediation,  
14 Defendant raised multiple arguments which supported a number of defenses Defendant could plausibly  
15 assert in the Action. Class Counsel has taken into account the uncertain outcome of the litigation, the  
16 risk of continued litigation in complex actions such as this, the difficulties and delays inherent in such  
17 litigation, and the potential difficulty of obtaining certification of the Action as well as trying the claims  
18 of the class. Class Counsel is mindful of the potential problems of proof relating to, and possible  
19 defenses to, the claims alleged in the Action.

20           Class Counsel believes that the Settlement set forth in this Stipulation confers substantial  
21 benefits upon Named Plaintiffs and the Class Members and that an independent review of this  
22 Stipulation by the Court in the approval process will confirm this conclusion. Based on their own  
23 independent investigation and evaluation, Class Counsel has determined that the Settlement set forth in  
24 the Stipulation is in the best interests of Named Plaintiffs and the Class Members.

25           **4. Defendant's Denials of Wrongdoing and Liability.**

26           Defendant has denied and continues to deny each and every material factual, procedural, and/or  
27 legal allegation and alleged claim asserted in the Action. Defendant contends that it has sought to  
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1 comply in good faith with California and federal wage and hour laws and has dealt legally and fairly  
2 with Named Plaintiffs and Class Members. Defendant denies that Named Plaintiffs and Class Members  
3 would be entitled to statutory and/or civil penalties as a result of Named Plaintiffs' claims in this Action.  
4 Defendant further denies that, for any purpose other than settling this Action, these claims are  
5 appropriate for class or representative treatment. Nonetheless, Defendant has concluded that further  
6 proceedings in the Action would be protracted and expensive and that it is desirable that the Action be  
7 fully and finally settled in the manner and upon the terms and conditions set forth in this Stipulation in  
8 order to dispose of burdensome and protracted litigation, to permit the operation of Defendant's business  
9 without further expensive litigation and the distraction and diversion of its personnel with respect to  
10 matters at issue in the Action. Defendant has also taken into account the uncertainty and risks inherent in  
11 any litigation, especially in complex cases such as the Action. Defendant has, therefore, determined that  
12 it is desirable and beneficial to it that the Action be settled in the manner and upon the terms and  
13 conditions set forth in this Stipulation.

14 Furthermore, the settlement of this Action, the negotiation and execution of this Stipulation, and  
15 all acts performed or documents executed pursuant to or in furtherance of this Stipulation are not, shall  
16 not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability  
17 on the part of Defendant, or of the truth of any of the factual allegations of the Action, and are not, shall  
18 not be deemed to be, and may not be used as, as admission or evidence of any fault or omission on the  
19 part of Defendant in any civil, criminal, or administrative proceeding in any court, administrative  
20 agency, or other tribunal.

21 **5. Intent of the Settlement.**

22 The Class Settlement set forth herein intends to achieve the following: (1) entry of an order  
23 granting conditional certification of the FLSA Group for settlement purposes only; (2) entry of an order  
24 granting provisional certification of the California Class for settlement purposes only; (3) entry of an  
25 order approving the Class Notice; (4) entry of an order granting final approval of the Settlement; (5)  
26 entry of Judgment effecting the provisions of this Stipulation; and (6) discharge of Released Parties from  
27 liability for any and all of the Released Claims including a general release as to the Named Plaintiffs.

1 **III. CONDITIONAL CLASS CERTIFICATION AND APPOINTMENT OF CLASS**  
2 **COUNSEL.**

3 **1. The Settlement Class.**

4 For the purposes of this Stipulation and the Settlement of this Action only, the Parties stipulate to  
5 provisional class and collective action certification of the Settlement Class pursuant to Federal Rule of  
6 Civil Procedure 23(e) and 29 U.S.C. section 216(b). Defense Counsel believes this provisional  
7 certification is appropriate because the Released Claims are being compromised without need to  
8 establish the elements of those claims on which liability turns.

9 **2. Appointment of Class Counsel.**

10 For purposes of this Stipulation and subject to the Court's approval, the Parties hereby stipulate  
11 to the appointment of Class Counsel as counsel for the Class and the effectuation of the Settlement  
12 pursuant to this Stipulation.

13 **IV. SETTLEMENT CONSIDERATION.**

14 **1. California Class Gross Settlement Amount and FLSA Potential Gross Settlement**  
15 **Amount.**

16 The California Class Gross Settlement Amount, the FLSA Potential Gross Settlement Amount,  
17 and the other actions and forbearances taken by Named Plaintiffs and Defendant shall constitute  
18 adequate consideration for the Settlement and will be made in full and final settlement of: (a) the  
19 Released Claims, (b) the California Class Counsel Fees, (c) the FLSA Actual Class Counsel Fees, (d)  
20 the California Class Counsel Expenses, (e) the FLSA Actual Class Counsel Expenses, (f) the California  
21 Class Settlement Administrator Expenses, (g) the FLSA Actual Settlement Administrator Expenses, (h)  
22 the California Class Enhancement Payment, (i) the FLSA Actual Enhancement Payment, (j) the  
23 California Class PAGA Payment to LWDA, and (k) any other obligation of Defendant under this  
24 Stipulation.

25 After the Court issues an order preliminarily approving this Settlement, the Settlement  
26 Administrator will distribute Notice Forms to all Class Members. The Notice Forms shall identify the  
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1 Class Member as well as the estimated amount of the Individual Settlement Amount that each Class  
2 Member can expect to receive if they chose to participate fully in the Settlement.

3 **2. Enhancement Payment for Named Plaintiffs.**

4 Named Plaintiffs may petition the Court to approve an Enhancement Payment in a total amount  
5 up to \$20,000.00 (allocated \$8,888.89 for the California Class and \$11,111.11 for the FLSA Group) to  
6 be divided equally between both Named Plaintiffs for their efforts on behalf of the Class in this Action,  
7 including assisting in the investigation of the claims, assisting in all aspects of the discovery process,  
8 assisting and participating in the mediation of this matter, and consulting with Class Counsel in other  
9 aspects of the case. Defendant shall not oppose any request by Named Plaintiffs for an Enhancement  
10 Payment in such an amount. Any difference between the Enhancement Payment sought by Named  
11 Plaintiffs and the Enhancement Payment actually awarded by the Court (assuming preliminary and final  
12 approval of the Settlement) shall revert 44  $\frac{4}{9}$  % (forty-four and four-ninths percent) to the California  
13 Class Net Settlement Amount and 55  $\frac{5}{9}$  % (fifty-five and five-ninths percent) to the FLSA Potential Net  
14 Settlement Amount for distribution to the Class Members.

15 Any Enhancement Payment approved by the Court shall be paid to Named Plaintiffs as follows:  
16 (1) 44  $\frac{4}{9}$  % (forty-four and four-ninths percent) of the total Enhancement Payment shall be paid from  
17 the California Class Gross Settlement Amount; and (2) 55  $\frac{5}{9}$  % (fifty-five and five-ninths percent)  
18 of the total Enhancement Payment shall be paid from the FLSA Actual Gross Settlement Amount. Any  
19 Enhancement Payment to Named Plaintiffs shall be in addition to any distribution to which they may  
20 otherwise be entitled as a Class Member. Such Enhancement Payment shall not be considered wages,  
21 and Defendant shall issue Named Plaintiffs a Form 1099 reflecting such payment. Named Plaintiffs shall  
22 be responsible for the payment of any and all taxes with respect to any Enhancement Payment and shall  
23 hold Defendant harmless from any and all liability with regard thereto.

24 **3. Payment to Class Members.**

25 Each California Class Member shall be eligible to receive payment of an Individual Settlement  
26 Amount, which is a share of the California Class Net Settlement Amount based on the number of pay  
27 periods worked by the California Class Member during the Class Period. Each FLSA Group Member  
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1 shall be eligible to receive payment of an Individual Settlement Amount, which is a share of the FLSA  
2 Potential Net Settlement Amount based on the number of pay periods worked by the FLSA Group  
3 Member during the Class Period. The Individual Settlement Amount for each Class Member shall be  
4 calculated in accordance with Article VII below. Each Class Member, including Named Plaintiffs, shall  
5 be responsible for the payment of any and all taxes with respect to his or her Individual Settlement  
6 Amount (other than the Required Tax Withholding, which shall be paid by the Settlement Administrator  
7 as set forth in this Stipulation) and shall hold Defendant harmless from any and all liability with regard  
8 thereto.

9 **4. Additional Consideration.**

10 In addition to the monetary consideration upon which this Agreement is based, Defendant also  
11 agrees that it has undertaken the following actions with respect to its workplace policies, practices, and  
12 procedures:

- 13 a. Defendant will instruct all Alarm Installation Technicians and Lead Alarm  
14 Installation Technicians to accurately record their daily hours worked, including  
15 all time spent engaged in non-productive tasks such as attending meetings,  
16 traveling to and from working locations during the workday, and performing  
17 various other administrative tasks whether directly or indirectly related to alarm  
18 installation.
- 19 b. Defendant will pay all Alarm Installation Technicians and Lead Alarm  
20 Installation Technicians performing work in California in accordance with  
21 California's minimum wage and overtime laws, including paying Alarm  
22 Installation Technicians and Lead Alarm Installation Technicians at least the  
23 California minimum wage for each individual hour worked, including hours  
24 engaged in non-productive tasks, one-and-a-half times the regular rate of pay for  
25 all hours worked over eight hours in a workday and the first eight hours of the  
26 seventh consecutive day of work, and twice the regular rate of pay for all hours  
27

1 worked in excess of twelve hours in a workday and all hours worked over eight  
2 hours on the seventh consecutive day of work.

3 c. Defendant will distribute to each of its California non-exempt employees, and will  
4 post at each of its California work locations from which Alarm Installation  
5 Technicians and Lead Alarm Installation Technicians are dispatched, a bulletin  
6 notifying employees that they are authorized and permitted to take a first and  
7 second meal period and rest periods in a manner that complies with California  
8 law.

9 d. Defendant will modify its on-call policies applicable to non-exempt California  
10 employees to state that employees are not to monitor their phones during off-duty  
11 hours or during meal and rest periods.

12 e. Defendant will reimburse Alarm Installation Technicians and Lead Alarm  
13 Installation Technicians in California for their reasonable business expenses,  
14 including reimbursement at the IRS mileage rate for work-related travel using  
15 personal vehicles, reimbursement for personal cellphone use and reimbursement  
16 for all required tools.

17 f. Defendant will submit a declaration prior to the hearing on Plaintiffs' Motion for  
18 Preliminary Approval confirming that the foregoing actions have been taken.

19 **5. Tax Treatment and Payment.**

20 For the purpose of calculating Required Tax Withholding for the Individual Settlement Amounts  
21 for Class Members (including any payments to the Class Representatives but exclusive of any  
22 Enhancement Payment and without acknowledging or admitting to any liability as it would relate to the  
23 claims raised in this matter), the parties agree that twenty percent (20%) of each Individual Settlement  
24 Amount shall constitute wages in the form of alleged unpaid wages (and each Class Member will be  
25 issued an IRS Form W-2 for such payment to him or her), thirty percent (30%) of each Individual  
26 Settlement Amount shall constitute reimbursement for business-related expenses from which taxes shall  
27 not be deducted, five percent (5%) of each Individual Settlement Amount shall constitute interest, and  
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1 forty-five percent (45%) of each Individual Settlement Amount shall constitute penalties (and each Class  
2 Member will be issued an IRS Form 1099 MISC for interest and penalties and no withholdings will be  
3 made).

4 The Parties understand and agree that the Named Plaintiffs and the Class Members who receive  
5 any payment pursuant to this Stipulation shall be solely responsible for any and all individual tax  
6 obligations associated with this Settlement (other than the Required Tax Withholding, which shall be  
7 paid by the Settlement Administrator as set forth in this Stipulation). The Parties understand and agree  
8 that Defendant's Payroll Tax Share shall be satisfied separate and apart from this Stipulation. In other  
9 words, the California Class Gross Settlement Amount and the FLSA Potential Gross Settlement Amount  
10 will not be reduced by Defendant's Payroll Tax Share.

11 **6. No Effect on Employee Benefit Plans.**

12 Neither the Class Settlement nor any amounts paid under the Class Settlement will modify any  
13 previously credited hours, days, or weeks of service under any employee benefit plan, policy or bonus  
14 program sponsored by Defendant. Such amounts will not form the basis for additional contributions to,  
15 benefits under, or any other monetary entitlement under Defendant's sponsored benefit plans, policies or  
16 bonus programs. The payments made under the terms of this Stipulation shall not be applied  
17 retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of  
18 compensation for the purposes of any of Defendant's benefit plan, policy or bonus program. Defendant  
19 retains the right to modify the language of its benefits plans, policies and bonus programs to effect this  
20 intent and to make clear that any amounts paid pursuant to this Stipulation are not for "weeks worked,"  
21 "weeks paid," "weeks of service," or any similar measuring term as defined by applicable plans, policies  
22 and bonus programs for purpose of eligibility, vesting, benefit accrual, or any other purpose, and that  
23 additional contributions or benefits are not required by this Stipulation. Defendant does not consider the  
24 Settlement payments "compensation" for purposes of determining eligibility for, or benefit accrual  
25 within, any benefit plans, policies, or bonus programs, or any other plan sponsored by Defendant.

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1           **7. California Class Counsel Fees, California Class Counsel Expenses, FLSA Actual**  
2           **Class Counsel Fees, and FLSA Actual Class Counsel Expenses.**

3           No sooner than twenty-one (21) days after the Notice Period ends, Class Counsel will submit an  
4 application for an award of fees and expenses. In that application, (a) the fee portion shall not exceed  
5 one-fourth of the sum of the California Class Gross Settlement Amount and the FLSA Actual Gross  
6 Participation Amount, and (b) the expenses portion shall not exceed \$20,000. Defendant agrees not to  
7 object to any such fee or expense application in those amounts. As a condition of this Settlement, Class  
8 Counsel has agreed to pursue fees only in the manner reflected by this Section. The Parties agree that  
9 any fee and/or expense application by Class Counsel will include a request that the Court analyze  
10 requested fees using a lodestar cross-check, in addition to any other fee or cost review criteria that the  
11 Court may wish to use in its analysis of such application(s).

12           Any difference between the fees and expenses sought by Class Counsel and the fees and  
13 expenses actually awarded by the Court (assuming preliminary and final approval of the Settlement)  
14 shall revert 44 <sup>4</sup>/<sub>9</sub> % (forty-four and four-ninths percent) to the California Class Net Settlement Amount  
15 and 55 <sup>5</sup>/<sub>9</sub> % (fifty-five and five-ninths percent) to the FLSA Potential Net Settlement Amount for  
16 distribution to the Class Members. Class Counsel's fees and expenses approved by the Court shall  
17 encompass: (a) all work performed, and all costs and expenses incurred by, or at the direction of, any  
18 attorney purporting to represent the Class through the date of this Stipulation; (b) all work to be  
19 performed and costs to be incurred in connection with approval by the Court of the Class Settlement;  
20 and (c) all work to be performed and costs and expenses, if any, incurred in connection with  
21 administering the Settlement through dismissal of the Action with prejudice.

22           **8. Payment of Class Counsel's Fees and Expenses.**

23           Class Counsel's fees and expenses as awarded by the Court shall be paid by the Settlement  
24 Administrator not more than twenty (20) days after the Effective Date in accordance with this  
25 Stipulation.

26           ///

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1 **V. CLAIMS ADMINISTRATION COSTS AND EXPENSES.**

2 **1. The Settlement Administrator's Costs and Expenses.**

3 All costs and expenses due to the Settlement Administrator in connection with its administration  
4 of the Settlement including, but not limited to, providing the Class Notice; locating Class Members;  
5 processing requests for exclusion or inclusion submitted by Class Members; and calculating,  
6 administering, and distributing Individual Settlement Amounts to the Class Members, shall be paid 44  
7  $\frac{4}{9}$  % (forty-four and four-ninths percent) from the California Class Gross Settlement Amount and 55  $\frac{5}{9}$   
8 % (fifty-five and five-ninths percent) from the FLSA Actual Gross Settlement Amount.

9 **2. Payment by Defendant.**

10 Within fourteen (14) days after the Preliminary Approval Date, Defendant shall deposit with the  
11 Settlement Administrator the California Class Gross Settlement Amount. Within fourteen (14) days after  
12 the Effective Date, which occurs only after all members of the California Class and the FLSA Group  
13 have been determined through the efforts of the Settlement Administrator and the court has finally  
14 approved the Settlement, Defendant shall deposit with the Settlement Administrator the FLSA Actual  
15 Gross Settlement Amount.

16 **VI. NOTICE TO CLASS MEMBERS AND CLAIMS ADMINISTRATION PROCESS.**

17 **1. The Settlement Administrator.**

18 The Settlement Administrator's responsibilities will include mailing the Class Notice to Class  
19 Members; setting up a toll-free number for the purpose of handling inquiries from Class Members  
20 concerning the Class Notice; determining the Individual Settlement Amounts; conducting a telephonic  
21 and online social media outreach campaign in accordance with this Stipulation; preparing,  
22 administering, and distributing Individual Settlement Amounts to Class Members; issuing a final report;  
23 and performing such other duties as the Parties may direct or the Court may order. The Settlement  
24 Administrator shall also be responsible for establishing a website (the address to which will be provided  
25 on the Class Notice) where Class Members may review conformed copies of the Complaint, Answer,  
26 Joint Stipulation of Class Settlement, and any and all moving papers submitted in support of or in  
27 conjunction with the Parties' efforts to obtain preliminary and final Court approval. The Settlement  
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1 Administrator shall remove the website no later than the earlier of (i) thirty (30) days after the final act  
2 performed by the Settlement Administrator in connection with the Settlement, or (ii) the date on which  
3 the Settlement Administrator is released by the Court.

4 On a weekly basis, the Settlement Administrator will provide reports to Class Counsel and  
5 Defense Counsel updating them as to the number of validated and timely received requests for exclusion  
6 from or inclusion with the Settlement. The Settlement Administrator will serve on Class Counsel and  
7 Defense Counsel via e-mail date-stamped copies of the original written requests for exclusion or  
8 inclusion no later than seven days after their receipt. The Settlement Administrator will provide Class  
9 Counsel with proof of mailing of the Class Notices, which Class Counsel will file with the Court no later  
10 than fourteen (14) days prior to the Court's Final Approval and Fairness Hearing. No later than fourteen  
11 (14) days prior to the Final Approval and Fairness Hearing, the Settlement Administrator will compile  
12 and deliver to Class Counsel and Defense Counsel a report with information regarding (a) the final  
13 Individual Settlement Amounts of each Class Member, (b) the final number of Opt-Outs, and (c) the  
14 final number of potential FLSA Group Members who timely opted in to the Settlement.

15 Administrative Expenses will not exceed \$50,000. In the event that Administrative Expenses are  
16 less than \$50,000, the difference shall revert 44 <sup>4</sup>/<sub>9</sub> % (forty-four and four-ninths percent) to the  
17 California Class Net Settlement Amount and 55 <sup>5</sup>/<sub>9</sub> % (fifty-five and five-ninths percent) to the FLSA  
18 Potential Net Settlement Amount for distribution to the Class Members.

19 **2. Notice to Class Members.**

20 Notice shall be provided to Class Members in the following manner: Within seven (7) days after  
21 the Preliminary Approval Date, Defendant shall provide the Settlement Administrator and Class Counsel  
22 with an updated list of Class Members containing names, social security numbers, last-known telephone  
23 numbers, last-known email addresses and last-known physical addresses (the "Database"). The Database  
24 shall be marked "Confidential – Attorneys' and Settlement Administrator's Eyes Only." Class Counsel  
25 represents, warrants, covenants, and agrees (a) Class Counsel shall hold the Database, including any  
26 copies thereof, in strictest confidence and shall not disclose or divulge its contents to any Class Member,  
27 including Named Plaintiffs, or to any third party; (b) the Database shall be kept in secure facilities; and

1 (c) the contents of the Database shall be used exclusively to assist in administration of the Settlement  
2 pursuant to this Stipulation and for no other purpose, including, but not limited to, fact-gathering,  
3 discovery, or communication with individuals contained in the Database for any purpose, other than  
4 administration of the Settlement pursuant to this Stipulation.

5         Within seven (7) days after the Preliminary Approval Date, Defendant also will provide to the  
6 Settlement Administrator and Class Counsel a list of potential amounts that could be claimed by each  
7 Class Member, calculated in the manner described in Article VII. Within fourteen (14) days after receipt  
8 of the Database and Class Member settlement share information, the Settlement Administrator shall  
9 populate the Notice Forms for each Class Member and shall send each Class Member the Class Notice  
10 via United States mail, first class postage prepaid, and via email.

11         Concurrent with the distribution of the Class Notice, the Class Counsel will also engage a third  
12 party consultant to assist with the location of Settlement Class Members through online social media  
13 websites and will solicit further contact with identified Settlement Class Members through that channel  
14 as well, for the purpose of alerting the Settlement Class Members of the pendency of the Settlement and  
15 the manner in which they can obtain additional information about whether they are entitled to participate  
16 in the Settlement. It is agreed that the funds allocated to settlement administration may also be used for  
17 the purpose of locating Settlement Class Members in a manner that is consistent with this Settlement,  
18 but that the fees paid to the social media consultant shall be inclusive of the total fees allocated under  
19 this Settlement, such that no additional fees shall be paid to the third-party consultant or the Settlement  
20 Administrator which exceed the amounts contemplated by this Settlement. The Settlement Administrator  
21 shall take reasonable steps to verify the identity of any person contacted solely through social media  
22 websites or email, such as by obtaining a copy of the person's driver license or other government-issued  
23 photo identification card. The campaign shall include language substantially similar to the following:

24         “NorthStar Alarm Services, LLC has agreed to settlement terms with representatives of a class of  
25 Lead Installation Technicians and Alarm Installation Technicians relating to allegations of unpaid  
26 wages. You have been identified as one of the potential members of the Settlement Class and you may  
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1 be one of those entitled to receive a share of the settlement. For more information, contact [settlement  
2 administrator] at [1-888-888-8888].”

3 The Settlement Administrator shall take all steps necessary to see that the foregoing message is  
4 sent to Settlement Class Members via email and social media every seven (7) days over the course of the  
5 Notice Period.

6 Within ten (10) days after the Settlement Administrator sends the Class Notice, the Settlement  
7 Administrator shall send a follow-up postcard, text message, and email to each Class Member  
8 containing a reminder of the applicable deadlines associated with the Settlement, a brief statement of the  
9 actions each Class Member may take with respect to the Class Settlement, and the contact information  
10 for the Settlement Administrator and Class Counsel if the Class Members have any further questions  
11 about the Settlement.

12 Within ten (10) days after the Settlement Administrator sends the Class Notice, the Settlement  
13 Administrator shall conduct a telephonic phone call campaign directed to each member of the FLSA  
14 Group who has not returned the opt-in form in order to confirm his or her receipt of the Class Notice to  
15 potential FLSA Group Members, to inform the potential FLSA Group Member of the deadline to return  
16 the opt-in form, and to direct the FLSA Group Member to contact Class Counsel with any questions he  
17 or she may have concerning the Settlement. Every seven (7) days thereafter until the deadline for  
18 potential FLSA Group Members to opt in to the Settlement, the Settlement Administrator shall revise its  
19 list of those potential FLSA Group Members who have not returned the opt-in form and shall again  
20 contact such individuals telephonically to provide them with the foregoing information. The Settlement  
21 Administrator shall provide copies of its updated list of FLSA Group Members who have timely opted  
22 in to the Settlement to Class Counsel and Defense Counsel on a weekly basis. No later than fourteen  
23 (14) days after the Notice Period ends, the Settlement Administrator shall file with the Court, and shall  
24 serve on Class Counsel and Defense Counsel, the opt-in forms returned by FLSA Group Members.

25 If any Notice, check, correspondence, or communication sent by the Settlement Administrator is  
26 returned as undeliverable, or if the Settlement Administrator otherwise determines that the last known  
27 contact information for a potential Settlement Class Member is no longer current, the Settlement  
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1 Administrator shall perform a skip trace search for the individual and shall re-send any Notice, check,  
2 correspondence, or communication using any updated contact information that may have been obtained  
3 by the skip trace search. The Settlement Administrator will notify Class Counsel and Defense Counsel  
4 of all skip traces performed to locate potential Settlement Class Members.

5 **3. Opt-Out Procedure.**

6 In order for a California Class Member to Opt-Out of the Settlement applicable to the California  
7 Class, the Opt-Out Request must be received by the Settlement Administrator within 30 days of being  
8 mailed by the Settlement Administrator (“Opt-Out Deadline”). Any Opt-Out Request received after the  
9 30th day, respectively, will be invalid, except that Defendant agrees to accept as timely any Opt-Out  
10 Request the Settlement Administrator receives within 5 calendar days after the Opt-Out Deadline which  
11 bears a postmark prior to the Opt-Out Deadline. In the event that, prior to the Opt-Out Deadline, any  
12 Class Notice mailed to a California Class Member is returned as having been undelivered by the U.S.  
13 Postal Service, the Settlement Administrator shall perform a skip trace search and seek an address  
14 correction for such Class Member(s), and a second Class Notice will be sent to any new or different  
15 address obtained. Such California Class Member(s) shall have an additional 14 days in which to return  
16 the Opt-Out Request.

17 It will be presumed that, if an envelope containing the Class Notice has not been returned within  
18 28 days of the mailing, the Class Member received the Class Notice. No later than fourteen (14) days  
19 after the Notice Period ends, the Settlement Administrator shall provide Class Counsel and Defense  
20 Counsel with a Declaration of Due Diligence and Proof of Mailing with regard to the mailing of the  
21 Class Notice and its attempts to locate Class Members. The declaration shall specify the number of  
22 Class Members to whom Class Notices were sent and the number of Class Members to whom Class  
23 Notices were not delivered. Class Counsel shall file this declaration with the Court.

24 If the Settlement Administrator determines that an Opt-Out Request returned by a California  
25 Class Member before the Opt-Out Deadline is deficient, then the Settlement Administrator shall mail a  
26 deficiency letter to that Class Member identifying the deficiencies no later than seven (7) days after  
27 receipt of the deficient Opt-Out Request. The Class Member shall then have seven (7) calendar days  
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1 from the date of the Settlement Administrator's deficiency letter to correct the deficiencies, or his or her  
2 Opt-Out Request will be deemed invalid.

3 **4. Objections.**

4 The Class Notice shall inform the Class Members of their right to object to the Settlement. Any  
5 Class Member who wishes to object to the Settlement must file a written objection with the Court and  
6 serve copies of the written objection to Class Counsel and Defense Counsel for receipt no later than 30  
7 days from the date that Class Notice is mailed. The objection must include the case name and number  
8 and must set forth, in clear and concise terms, a statement of the reasons why the objector believes that  
9 the Court should find that the proposed Settlement is not in the best interest of the Class and the reasons  
10 why the Settlement should not be approved, including the legal and factual arguments supporting the  
11 objection. Any objector may also appear at the Final Approval Hearing, in person or through an attorney  
12 retained at his or her own expense, but such appearance shall not be a prerequisite to the Court's  
13 consideration of any timely-filed objection. Copies of any objection must be simultaneously served on  
14 Class Counsel and Defense Counsel. Unless otherwise ordered by the Court, Class Members shall not be  
15 entitled to appear and or object at the Final Approval Hearing unless they have submitted a timely  
16 written objection pursuant to this Section.

17 **VII. SETTLEMENT FUNDING AND DISTRIBUTION.**

18 **1. Allocation of the California Class Gross Settlement Amount.**

19 The claims of all California Class Members are settled for the California Class Gross Settlement  
20 Amount, which will be allocated as follows:

- 21 a) The California Class Counsel Fees;
- 22 b) The California Class Counsel Expenses;
- 23 c) The California Class Settlement Administrator Expenses;
- 24 d) The California Class Enhancement Payment;
- 25 e) The California Class PAGA Payment to LWDA;
- 26 f) The Required Tax Withholding, if any; and
- 27 g) The aggregate of all California Class Individual Settlement Amounts.



1 For purposes of estimating the California Class Individual Settlement Amounts, the Settlement  
2 Administrator shall calculate the estimated California Class Net Settlement Amount based on the  
3 estimated, not-to-exceed amounts of the California Class Counsel Fees, the California Class Counsel  
4 Expenses, the California Class Settlement Administrator Expenses, the California Class Enhancement  
5 Payment, and the California Class PAGA Payment to LWDA prior to sending Notice to the California  
6 Class Members. Prior to final distribution, the Settlement Administrator shall calculate the final  
7 California Class Net Settlement Amount based on the actual values of such categories as approved by  
8 the Court.

9 The entirety of the final California Class Net Settlement Amount shall be distributed to the  
10 participating California Class Members, with no reversion to Defendant.

11 **2. Allocation of the FLSA Actual Gross Settlement Amount.**

12 The claims of all FLSA Group Members are settled for the FLSA Actual Gross Settlement  
13 Amount, which will be allocated as follows:

- 14 a) The FLSA Actual Class Counsel Fees;
- 15 b) The FLSA Actual Class Counsel Expenses;
- 16 c) The FLSA Actual Settlement Administrator Expenses;
- 17 d) The FLSA Actual Enhancement Payment;
- 18 e) The Required Tax Withholding, if any; and
- 19 f) The aggregate of all FLSA Individual Settlement Amounts.

20 For purposes of estimating the FLSA Individual Settlement Amounts, the Settlement  
21 Administrator shall calculate the estimated FLSA Potential Net Settlement Amount based on the  
22 estimated, not-to-exceed amounts of the FLSA Potential Class Counsel Fees, the FLSA Potential Class  
23 Counsel Expenses, the FLSA Potential Settlement Administrator Expenses, and the FLSA Potential  
24 Enhancement Payment prior to sending Notice to the FLSA Group Members. Prior to final distribution,  
25 the Settlement Administrator shall calculate the final FLSA Potential Net Settlement Amount based on  
26 the actual values of such categories as approved by the Court.

27 **3. Calculation of Estimated Individual Settlement Amounts.**

1 For purposes of the Class Notice, the estimated Individual Settlement Amount of each Class  
2 Member shall be calculated as follows:

3 a) For the California Class, the estimated California Class Net Settlement Amount  
4 shall be divided by 1,275, which is the total number of workweeks worked by all potential members of  
5 the California Class, to yield the “estimated California Class pay period rate.” For each potential  
6 member of the California Class, the estimated California Class pay period rate shall be multiplied by the  
7 number of his or her individual pay periods worked during the Class Period.

8 b) For the FLSA Group, the estimated FLSA Potential Net Settlement Amount shall  
9 be divided by 5,769, which is the total number of workweeks worked by all potential members of the  
10 FLSA Group, to yield the “estimated FLSA Group pay period rate.” For each potential member of the  
11 FLSA Group, the estimated FLSA Group pay period rate shall be multiplied by the number of his or her  
12 individual pay periods worked during the Class Period.

13 **4. Calculation of Final Individual Settlement Amounts.**

14 The final Individual Settlement Amount payable to each Class Member shall be calculated as  
15 follows:

16 a) The estimated California Class Net Settlement Amount and the estimated FLSA  
17 Potential Net Settlement Amount shall be recalculated following the Court’s final approval of the  
18 Settlement to reflect the final California Class Net Settlement Amount and the final FLSA Potential Net  
19 Settlement Amount, which will be used to determine the final California Class Individual Settlement  
20 Amounts and the final FLSA Group Individual Settlement Amounts.

21 b) For the California Class, the final California Class Net Settlement Amount shall  
22 be divided by the total number of workweeks worked by all members of the California Class to yield the  
23 “final California Class pay period rate.” Each member of the California Class shall be paid an amount  
24 equal to the number of his or her individual pay periods worked during the Class Period multiplied by  
25 the final California Class pay period rate.

1           c) For the FLSA Group, the final FLSA Potential Net Settlement Amount shall be  
2 divided by 5,769, which is the total number of workweeks worked by all potential members of the FLSA  
3 Group, to yield the “final FLSA Group pay period rate.” Each member of the FLSA Group shall be paid  
4 an amount equal to the number of his or her individual pay periods worked during the Class Period  
5 multiplied by the final FLSA Group pay period rate.

6           Defendant will provide the Settlement Administrator with any information reasonably necessary  
7 to perform the calculation of the number of workweeks worked for each Class Member, and any other  
8 reasonably required information the Settlement Administrator requests to perform the calculations  
9 required under this Stipulation. Defendant shall have no responsibility for deciding the validity of the  
10 Individual Settlement Amounts or any other payments made pursuant to the Settlement. Named  
11 Plaintiffs and the Class Members represent and understand that they shall be solely responsible for any  
12 and all individual tax obligations associated with their respective Individual Settlement Amounts and/or  
13 Enhancement Payment (other than the Required Tax Withholding, which shall be paid by the Settlement  
14 Administrator as set forth in this Stipulation).

15           **5. Calculation of the FLSA Actual Gross Settlement Amount.**

16           The FLSA Actual Gross Settlement Amount will be calculated as follows:

17           a) First, by adding the total amount of the final FLSA Group Individual Settlement  
18 Amounts for all FLSA Group Members who opt in to the Settlement by timely returning the FLSA  
19 claim form to the Settlement Administrator, which sum shall be the “FLSA Actual Net Settlement  
20 Amount”;

21           b) Second, by dividing the FLSA Actual Net Settlement Amount by the final FLSA  
22 Potential Net Settlement Amount, which quotient shall be the “FLSA Participation Rate”;

23           c) Third, by multiplying the FLSA Potential Gross Settlement Amount by the FLSA  
24 Participation Rate, which product shall be the “FLSA Actual Gross Participation Amount”;

25           d) Fourth, by multiplying the FLSA Actual Gross Participation Amount by the  
26 Court-approved percentage for Class Counsel’s fees, which product shall be the “FLSA Actual Class  
27 Counsel Fees”; and

1 e) Fifth, by adding the FLSA Actual Net Settlement Amount, the FLSA Actual Class  
2 Counsel Fees, the FLSA Actual Class Counsel Expenses, the FLSA Actual Settlement Administrator  
3 Expenses, and the FLSA Actual Enhancement Payment, which sum shall be the “FLSA Actual Gross  
4 Settlement Amount.”

5 **6. Disputes Over Individual Settlement Amounts.**

6 In the event that any Class Member disputes the number of pay periods he or she worked during  
7 the Class Period as set forth in the Class Notice, the Class Member shall contact the Settlement  
8 Administrator and explain the basis for his or her dispute, and may submit to the Settlement  
9 Administrator any documents that the Class Member believes to support the purported inaccuracy of the  
10 Settlement Administrator’s calculations. The Settlement Administrator shall thereupon promptly  
11 forward to Class Counsel and Counsel for Defendant a summary of the dispute and any documents  
12 submitted by the Class Member pertaining to the dispute. Defendant shall be responsible for reviewing  
13 the dispute and confirming via review of its records whether the number of pay periods worked by the  
14 Class Member was correctly reported to the Class Member, and instructing the Settlement Administrator  
15 to respond to the Class Member regarding its findings.

16 **7. Time for Payment of Enhancement Payment to Class Representative.**

17 The Settlement Administrator shall distribute to Named Plaintiffs the Enhancement Payment  
18 approved by the Court to Named Plaintiffs no later than twenty (20) days following the Effective Date.

19 **8. Time for Payment of Required Tax Withholding and Individual Settlement**  
20 **Amounts.**

21 To the extent that any Required Tax Withholding is required for any payments made pursuant to  
22 this Stipulation, the Settlement Administrator shall make every effort to pay the Required Tax  
23 Withholding associated with each Class Member’s Individual Settlement Amount and mail the  
24 Individual Settlement Amount to each Class Member, by U.S. Mail, first class postage prepaid, to the  
25 Class Member’s last-known address no later than twenty-eight (28) days after Defendant deposits the  
26 FLSA Actual Gross Settlement Amount with the Settlement Administrator in accord with Article V,  
27 Section 2. If the Settlement Administrator is not able to do so within the time period set forth above, it

1 shall so inform Class Counsel and Defense Counsel and provide an approximate date by which any  
2 Required Tax Withholding shall be paid and the Individual Settlement Amounts will be mailed. Under  
3 no circumstances shall the Settlement Administrator distribute checks to Class Members until all timely  
4 Claims have been considered, calculated, and accounted for, and all of the remaining monetary  
5 obligations have been calculated and accounted for.

6 In the event that any Class Member is deceased, payment shall be made payable to the estate of  
7 that Class Member and delivered to the executor or administrator of that estate, unless the Settlement  
8 Administrator has received an affidavit or declaration pursuant to California Probate Code § 13101, in  
9 which case payment shall be made to the affiant(s) or declarant(s). Within fourteen (14) days of mailing  
10 the Individual Settlement Amounts to Class Members, the Settlement Administrator shall file with the  
11 Court, and shall provide to Class Counsel and Defense Counsel, a declaration of payment.

12 **9. Non-Cashed Settlement Checks.**

13 All checks mailed to any Class Member pursuant to the Settlement must be cashed within  
14 seventy-five (75) days after the date it is mailed by the Settlement Administrator, and the Settlement  
15 Administrator shall include a cover letter with each check notifying the Class Members of that deadline.  
16 If a check is returned to the Settlement Administrator, the Settlement Administrator will make all  
17 reasonable efforts to contact the Class Member, including by telephone and by performing a skip trace  
18 search for the Class Member's updated contact information, and to re-mail it to the Class Member at the  
19 Class Member's correct address. If any check to a Class Member is not cashed within seventy-five (75)  
20 days after it is mailed or re-mailed, whichever is later, the Settlement Administrator will send the Class  
21 Member a letter informing the Member that, unless the check is cashed within thirty (30) days of the  
22 date of the letter, the check will expire and become non-negotiable and offering to replace the check if it  
23 was lost or misplaced, but not cashed. In no event shall a Class Member's failure to cash a settlement  
24 check be considered or constitute a waiver or revocation by the Class Member of the release provisions  
25 contained in the Settlement.

26 If a Class Member's check remains uncashed by the expiration of the thirty (30)-day period after  
27 this notice, the Settlement Administrator will void the check and send the corresponding funds to the  
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1 California State Controller’s Unclaimed Property Fund (“UPF”). In such event, the Class Member will  
2 nevertheless remain bound by the Settlement, including the release of the Released Claims.

3 **10. Extension of Time to Pay and/or Process Claims.**

4 Should the Settlement Administrator need more time than is provided under this Stipulation to  
5 complete any of its obligations, the Settlement Administrator may request, in writing, such additional  
6 time (including an explanation of the need for additional time) from Defense Counsel and Class  
7 Counsel. If Defense Counsel and/or Class Counsel do not agree, in writing, to the Settlement  
8 Administrator’s request for additional time, the Settlement Administrator may seek such additional time  
9 from the Court.

10 **VIII. NULLIFICATION OF THIS STIPULATION.**

11 **1. Non-Approval of the Stipulation.**

12 If (a) the Court should for any reason fail to approve this Stipulation in the form agreed to by the  
13 Parties, or (b) the Court should for any reason fail to enter a Judgment pursuant to this Stipulation in the  
14 Action, or (c) the approval of the Settlement and Judgment is reversed, modified or declared or rendered  
15 void, then the Settlement and conditional class certification shall be considered null and void, and  
16 neither the Settlement, conditional class certification, nor any of the related negotiations or proceedings,  
17 shall be of any force or effect, and all parties to the Settlement shall stand in the same position, without  
18 prejudice, as if the Settlement had been neither entered into nor filed with the Court. Notwithstanding  
19 the foregoing, the Parties may attempt in good faith to cure any perceived defects in the Stipulation to  
20 facilitate approval.

21 **2. Invalidation.**

22 Invalidation of any material portion of the Settlement shall invalidate the Settlement in its  
23 entirety, unless the Parties shall subsequently agree in writing that the remaining provisions of the  
24 Settlement are to remain in full force and effect.

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1 **IX. MOTION FOR COURT APPROVAL.**

2 **1. Preliminary Approval.**

3 Class Counsel will submit this Stipulation to the Court along with a Motion for Preliminary  
4 Approval of the Settlement and Conditional Certification of the FLSA Group. The Motion for  
5 Preliminary Approval must be approved by Defense Counsel before it is submitted to the Court and  
6 must include (among others) arguments that the Settlement is fair, reasonable, and should be approved  
7 because (i) the FLSA Potential Gross Settlement Amount is greater than Plaintiffs' estimated value of  
8 the FLSA overtime and minimum wage claims, so members of the FLSA Group are being compensated  
9 more than the full amount of Plaintiffs' own estimated value of their claims; and (ii) the potential  
10 members of the FLSA Group who do not opt in to the Settlement will not be granting a release to  
11 NorthStar or waiving any FLSA-related claims against NorthStar, so they remain free to individually  
12 pursue such claims if they choose.

13 The Parties shall cooperate to present the Settlement to the Court for preliminary approval in a  
14 timely fashion. The Court's preliminary approval of the Settlement shall be embodied in an Order  
15 substantially in the form attached hereto as Exhibit 3.

16 **2. Final Approval.**

17 The Final Approval and Fairness Hearing shall be held before the Court at a date and time to be  
18 determined by the Court.

19 **3. Entry of Judgment.**

20 At the Final Approval and Fairness Hearing, Named Plaintiffs and Defendant shall jointly move  
21 the Court for the entry of the final order certifying the Settlement Class for settlement purposes only and  
22 approving the Settlement as being fair, reasonable, and adequate to the Class Members and for the entry  
23 of a final Judgment consistent with the terms of the Settlement. Class Counsel and Defense Counsel  
24 shall submit to the Court such pleadings and/or evidence as may be required for the Court's  
25 determination. The Court shall retain jurisdiction over the interpretation, implementation, and  
26 enforcement of the Settlement following entry of a final Judgment, including without limitation with  
27 respect to the Settlement Administrator's submission of a declaration of payment.

1 **X. RELEASES AND WAIVERS.**

2 **1. Release of Claims by Settlement Class.**

3 Upon the Effective Date, each member of the California Class releases the Released Parties, and  
4 each of them, of and from any and all Released Claims through the Effective Date.

5 Upon the Effective Date, each member of the FLSA Group releases the Released Parties, and  
6 each of them, of and from any and all Released Claims through the Effective Date.

7 Class Members are providing the Released Parties with a full and complete release with respect  
8 to the Released Claims as set forth in this Stipulation. It is agreed that this Stipulation is intended to fully  
9 and finally resolve the Released Claims and the action is to be dismissed, with prejudice, as to each and  
10 every Class Member.

11 **XI. DUTIES OF THE PARTIES.**

12 **1. Mutual Full Cooperation.**

13 The Parties agree to cooperate fully with one another to accomplish and implement the terms of  
14 this Stipulation. Such cooperation shall include, but not be limited to, execution of such other documents  
15 and the taking of such other actions as may reasonably be necessary to fulfill the terms of this  
16 Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Stipulation  
17 and any other efforts that may become necessary by court order or otherwise, to effectuate this  
18 Stipulation and the terms set forth herein. As soon as practicable after execution of this Stipulation,  
19 Class Counsel, with the cooperation of Defendant and Defense Counsel, shall take all necessary and  
20 reasonable steps to secure the Court's final approval of this Stipulation.

21 **2. Duty to Support and Defend the Settlement.**

22 The Parties agree to abide by all of the terms of the Settlement in good faith and to support the  
23 Settlement fully and to use their best efforts to defend this Class Settlement from any legal challenge,  
24 whether by appeal or collateral attack.

25 **3. Duties Prior to Court Approval.**

26 Class Counsel shall promptly submit this Stipulation to the Court for preliminary approval and  
27 determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon execution of  
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1 this Stipulation, Class Counsel shall apply to the Court for the entry of a preliminary order substantially  
2 in the form filed concurrently herewith as Exhibit 3, scheduling a hearing on the question of whether the  
3 proposed Class Settlement should be approved as fair, reasonable, and adequate as to the Class  
4 Members, approving as to form and content the proposed Class Notice attached hereto as Exhibits 1 and  
5 2, and directing the mailing of the Class Notice to Class Members. Defense Counsel shall file a notice of  
6 non-opposition to the motion for preliminary approval or join in the motion.

7 **XII. MISCELLANEOUS PROVISIONS.**

8 **1. Voiding the Stipulation.**

9 Pending Court approval and other than as specifically provided herein, if any of the material  
10 conditions set forth in this Stipulation are not met and satisfied, this Stipulation shall, at the option of  
11 either the Named Plaintiffs or Defendant, be ineffective, void, and of no further force and effect, and  
12 shall not be used or be admissible in any subsequent proceeding, either in this Court or in any other  
13 court or forum. However, the Parties agree and acknowledge that changes by the Court to the form of  
14 Class Notice and the manner administration of the Settlement shall not be considered “material” for  
15 purposes of this paragraph.

16 **2. Different Facts.**

17 The Parties hereto, and each of them, acknowledge that, except for matters expressly represented  
18 herein, the facts in relation to the dispute and all claims released by the terms of this Stipulation may  
19 turn out to be other than or different from the facts now known by each party and/or its counsel, or  
20 believed by such party or counsel to be true, and each party therefore expressly assumes the risk of the  
21 existence of different or presently unknown facts, and agrees that this Stipulation shall be in all respects  
22 effective and binding despite such difference.

23 **3. No Prior Assignments.**

24 The Parties represent, covenant, and warrant that they have not directly or indirectly assigned,  
25 transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any  
26 portion of any liability, claim, demand, action, cause of action, or right herein released and discharged  
27 except as set forth herein.

1           **4.     Non-Admission.**

2           Nothing in this Stipulation shall be construed as or deemed to be an admission by any Party of  
3 any liability, culpability, negligence, or wrongdoing toward any other Party, or any other person, and the  
4 Parties specifically disclaim any liability, culpability, negligence, or wrongdoing toward each other or  
5 any other person. Each of the Parties has entered into this Stipulation with the intention to avoid further  
6 disputes and litigation with the attendant inconvenience, expenses, and contingencies. Nothing herein  
7 shall constitute any admission by Defendant of wrongdoing or liability, or of the truth of any factual  
8 allegations in the Action. Nothing herein shall constitute any admission by Named Plaintiffs regarding  
9 the merits of the Claims in this Action, including but not limited to claims for unpaid wages under  
10 California law. Nothing herein shall constitute an admission by Defendant that the Action was properly  
11 brought as a class or representative action other than for settlement purposes. To the contrary, Defendant  
12 has denied and continues to deny each and every material factual allegation and all Claims. To this end,  
13 the Settlement of the Action, the negotiation and execution of this Stipulation, and all acts performed or  
14 documents executed pursuant to or in furtherance of this Stipulation or the Settlement are not, shall not  
15 be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the  
16 part of Defendant or of the truth of any of the factual allegations in the Complaint in the Action; and are  
17 not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or  
18 omission on the part of Defendant in any civil, criminal, or administrative proceeding in any court,  
19 administrative agency, or other tribunal.

20           **5.     Mass Communications.**

21           Named Plaintiffs and Defendant, and their respective counsel, recognize and accept that the  
22 Parties to this Stipulation desire that the terms of this Stipulation, the fact of the Settlement embodied in  
23 this Stipulation, the disposition of the Action, the Action, and all matters relating to the litigation of the  
24 Action, including discovery proceedings therein, and evidence obtained during the course of the Action,  
25 shall not be discussed with or presented to the general public via traditional or social media outlets or  
26 press or advertised in any fashion other than as indicated in this Stipulation. Nothing in this Article XII,  
27 Section 5 shall be construed to prevent Class Counsel and/or Named Plaintiffs from communicating with  
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1 Class Members concerning any aspect of the Action or this Stipulation or from providing notice to the  
2 Settlement Class of the pendency of the Settlement.

3 **6. Non-Retaliation.**

4 Defendant understands and acknowledges that it has a legal obligation not to retaliate against any  
5 member of the Class who elects to participate in the Settlement or elects to opt out of the Settlement.  
6 Defendant will refer any inquiries regarding this Settlement to the Settlement Administrator or Class  
7 Counsel and will not encourage Class Members who are employees, directly or indirectly, to opt out or  
8 object to the Settlement, or to otherwise refrain from cashing, depositing, or otherwise negotiating the  
9 checks issued for Class Members' individual settlement share.

10 **7. Construction.**

11 The Parties hereto agree that the terms and conditions of this Stipulation are the result of lengthy,  
12 intensive, arms-length negotiations between the Parties and that this Stipulation is not to be construed in  
13 favor of or against any party by reason of the extent to which any party or its counsel participated in the  
14 drafting of this Stipulation.

15 **8. Governing Law.**

16 This Stipulation is intended to and shall be governed by the laws of the State of California,  
17 without regard to conflict of law principles, in all respects, including execution, interpretation,  
18 performance, and enforcement.

19 **9. Notices.**

20 Except for Class Member notices required to be made by the Settlement Administrator, any and  
21 all notices or other communications required or permitted under this Stipulation shall be in writing and  
22 shall be sufficiently given if delivered in person to the party or their counsel by U.S. certified mail,  
23 postage prepaid, e-mail, facsimile, or overnight delivery addressed to the address of the party appearing  
24 in this Stipulation.

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1           **10. Captions and Interpretations.**

2           Section titles or captions contained herein are inserted as a matter of convenience and for  
3 reference only and in no way define, limit, extend, or describe the scope of this Stipulation or any  
4 provision thereof.

5           **11. Modification.**

6           This Stipulation may not be changed, altered, or modified, except in writing signed by the Parties  
7 and approved by the Court. This Stipulation may not be discharged except by performance in  
8 accordance with its terms or by a writing signed by the Parties.

9           **12. Integration Clause.**

10           This Stipulation contains the entire agreement between the Parties relating to the Settlement of  
11 the Action and the transactions contemplated thereby, and all prior or contemporaneous agreements,  
12 understandings, representations, and statements, whether oral or written, and whether by a party or such  
13 party's legal counsel, are hereby superseded. No rights under this Stipulation may be waived except in  
14 writing.

15           **13. Successors and Assigns.**

16           This Stipulation shall be binding upon and inure to the benefit of the Settling Parties (excluding  
17 only persons who submitted timely Opt-Out Requests and failed to rescind their Opt-Out Requests) and  
18 their respective present and former heirs, trustees, executors, administrators, representatives, officers,  
19 directors, shareholders, agents, employees, insurers, attorneys, accountants, auditors, advisors,  
20 consultants, pension and welfare benefit plans, fiduciaries, parent companies, subsidiaries, affiliates,  
21 related companies, joint ventures, predecessors, successors, and assigns.

22           **14. Corporate Signatories.**

23           Any person executing this Stipulation or any such related document on behalf of a corporate  
24 signatory hereby warrants and promises, for the benefit of all Parties hereto, that such person has been  
25 duly authorized by such corporation to execute this Stipulation or any such related document.

26           ///

27           ///

1           **15.    Execution in Counterparts.**

2           This Stipulation shall become effective upon its execution by all of the undersigned. The Parties  
3 and their counsel may execute this Stipulation in counterparts, and execution of counterparts shall have  
4 the same force and effect as if all Parties had signed the same instrument.

5           **16.    Attorneys' Fees, Costs, and Expenses.**

6           Except as otherwise specifically provided for herein, each party shall bear his, her, or its own  
7 attorneys' fees, costs and expenses, taxable or otherwise, incurred by them in or arising out of the Action  
8 and shall not seek reimbursement thereof from any other party to this Stipulation.

9           **17.    Action to Enforce Agreement.**

10          In any suit or court action to enforce the terms of this Agreement, the prevailing party shall be  
11 entitled to recover attorneys' fees and costs.

12          **18.    Sealing of Court Record.**

13          Class Counsel and Named Plaintiffs will not oppose a motion or petition to the Court by  
14 Defendant to seal all records of the Action.

15          **IN WITNESS WHEREOF**, the Parties and their counsel have executed this Stipulation on the  
16 date below their signatures or the signature of their representatives. The date of the Stipulation shall be  
17 the date of the latest signature.

18  
19  
20 Dated: \_\_\_\_\_

\_\_\_\_\_  
Julian Smothers

21  
22 Dated: 4-9-19 \_\_\_\_\_

  
\_\_\_\_\_  
Asa Dhadha

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16 date below their signatures or the signature of their representatives. The date of the Stipulation shall be  
17 the date of the latest signature.

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20 Dated: 4/9/19

  
\_\_\_\_\_  
Julian Smothers

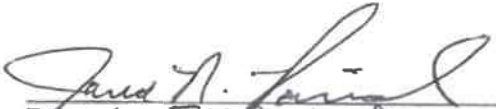
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NORTHSTAR ALARM SERVICES, LLC.


Dated: April 9, 2019

  
Printed: JARED N. PARRISH  
Title: GENERAL COUNSEL / CHIEF COMPLIANCE OFFICER

**APPROVED AS TO FORM AND CONTENT:**


SUTTON HAGUE LAW CORPORATION, P.C.

Dated: 4/9/2019

  
S. Brett Sutton  
Attorneys for Named Plaintiffs and the  
Settlement Class

MITCHELL BARLOW & MANSFIELD P.C.

Dated: April 9, 2019

  
Andrew Collins  
Attorneys for Defendant

# EXHIBIT 1



According to the records of Northstar Alarm Services, LLC (“Defendant”) you were employed as an Alarm Installation Technician or Lead Installation Technician by Defendant at a time between February 3, 2013, and December 31, 2017.

Your estimated individual settlement amount from the settlement described below is \$\_\_\_\_\_.

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA**

JULIAN SMOTHERS, an individual; ASA DHADDA,  
an individual;

Plaintiffs,

vs.

NORTHSTAR ALARM SERVICES, LLC, a Utah  
corporation; and Does 1-50, inclusive,

Defendants.

**CASE NO. 2:17-CV-00548-KJM-KJN**

**NOTICE OF CLASS ACTION  
SETTLEMENT**

**The United States District Court for the Eastern District of California (“the Court”) authorized this Notice of Class Action Settlement (“Notice”). This is not a solicitation from a lawyer. The Court has given preliminary approval to a settlement of this lawsuit. If you were employed by Northstar Alarm Services, LLC and performed work in California as an Alarm Installation Technician and/or Lead Installation Technician at any time from February 3, 2013, and December 31, 2017, you should read this Notice carefully because it will affect your rights.**

**CLASS SETTLEMENT OVERVIEW**

Recently, the Plaintiffs and Defendant in the above mentioned lawsuit reached an agreement on the terms of a class action settlement between Northstar Alarm Services, LLC (“Northstar”) and all Alarm Installation Technicians and Lead Installation Technicians who performed work for Northstar at any time from February 3, 2013, to December 31, 2017. Generally, the lawsuit alleges that Northstar violated the rights of its Alarm Installation Technicians and Lead Installation Technicians in terms of their pay, breaks, and reimbursements. Northstar denies these allegations in full.

The currently proposed class action settlement seeks to resolve alleged violations under both: 1) United States federal law; and 2) California State law. As a result, the settlement is split into two separate groups—a federal settlement group called the “FLSA Group” and a California settlement group called the “California Class.” The payments for each group, however, will be handled separately. You are receiving this notice because you are a member of the California Class. For that reason, please pay careful attention to the below legal rights and options section to understand what to do to participate in the settlement. If you are also a member of the FLSA Group, you will receive a separate notice describing your rights and options for participating in that part of the settlement.

<b><u>“CALIFORNIA CLASS” SETTLEMENT: YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</u></b>	
OPTIONS	LEGAL RIGHTS RESULTING FROM OPTION
<p><b><u>OPTION 1:</u></b> DO NOTHING. PARTICIPATE IN THE SETTLEMENT AND RECEIVE A PAYMENT.</p>	<p>If you want to participate in the settlement and receive your settlement payment, you do not need to do anything. If the court grants final approval to the settlement, you will automatically receive a payment and you will release certain claims against Defendant under California law.</p>
<p><b><u>OPTION 2:</u></b> SUBMIT AN OPT-OUT REQUEST. DO NOT PARTICIPATE IN THE SETTLEMENT AND DO NOT RECEIVE A PAYMENT.</p>	<p>If you do NOT want to participate in the California Class settlement and receive a payment, you must submit a written request to exclude yourself from the Settlement as explained below. The request must clearly indicate that you desire to be excluded from the Settlement, must be signed by you, and must include your name, address, telephone number, and the last four digits of your Social Security number. If you timely submit a valid opt-out request, you will NOT release your claims against Defendant under California law.</p>
<p><b><u>OPTION 3:</u></b> OBJECT.</p>	<p>Submit a written objection to the Court.</p> <p>If you disagree with the proposed settlement, you may submit a written objection. If the Court agrees with your objection, the parties can choose whether to withdraw the settlement or change its terms. If the Court rejects your objection, you will still be entitled to participate in the settlement unless you have excluded yourself by opting out of the Settlement as explained below.</p>
<p><b><u>OPTION 4:</u></b> GO TO A HEARING.</p>	<p>Ask to speak in Court about the fairness of the settlement. In order to speak at the hearing, however, you also must timely submit a written objection.</p>

These rights and options—and the deadlines to exercise them—are explained in this Notice.

\* \* \*

**BASIC INFORMATION**

1. Why did I receive this Notice?

You received this Notice because Defendant's records show that you were employed by Defendant as an Alarm Installation Technician and/or Lead Installation Technician and you performed work for Defendant in California during all or part of a time between February 3, 2013, and December 31, 2017. This Notice explains that the Court has granted preliminary approval of a proposed settlement of a class action lawsuit that may affect you. You have legal rights and options that you may exercise before the Court decides whether to grant final approval of the proposed settlement.

2. What is this lawsuit about?

**On February 3, 2017, Plaintiffs Julian Smothers and Asa Dhadha ("Plaintiffs") filed a complaint in the Superior Court for the County of Sacramento against Defendant on behalf of themselves and other Alarm Installation Technicians and/or Lead Installation Technicians in California and the United States, which action was then removed to federal court in the Eastern District of California ("Action"). The Action asserts that the Settlement Class Members (as defined below) are owed additional compensation for meal and rest periods, off the clock work, overtime hours worked, and unreimbursed business expenses, as well as additional amounts for inaccurate itemized wage statements, waiting time penalties and related other penalties. The Plaintiffs seek damages for lost wages, interest, penalties, attorneys' fees and expenses. Defendant strongly denies these allegations and asserts that it properly paid its employees consistent with all applicable laws. Nothing in this Notice, or the Settlement itself, means that Defendant admits any wrongdoing, but to avoid the costs of litigation the parties have agreed to settle the matter.**

3. What is a class action and who is involved?

The Parties agreed to treat this case as a class action for purposes of settlement only. In a class action, one or more persons, in this case Julian Smothers and Asa Dhadha ("Class Representatives"), file a lawsuit on behalf of people who have similar claims. These people together are called "Settlement Class Members." The company sued is called the Defendant. Settlement Class Members and Defendants are sometimes referred to in this Notice as the "Parties."

In this case, there are two subgroups of Settlement Class Members: 1) those who performed work for Defendant in California and allege claims under California law (the "California Class"); and 2) those who performed work for Defendant anywhere in the United States (the "FLSA Group"). Defendant's records show that you worked in California during the applicable time period, and that you are a potential member of the California Class. If you are also part of the FLSA Group, you will receive a separate notice detailing your rights and options for participating in that part of the Settlement.

The California Class Members who do not submit a timely request for exclusion pursuant to the procedure set forth below in the section entitled "Excluding Yourself From The Settlement" are called "Participating Class Members."

In this case, the Parties have decided to settle the case. The Court has made a preliminary determination that the proposed settlement appears fair, adequate, and reasonable. The Court will decide whether to finally approve the proposed settlement after the Settlement Class Members are given a chance to exclude themselves from or object to the proposed settlement.

4. Is there any money available now?

No money or benefits are available right now. If the Court gives final approval to the settlement, then you will automatically be sent your portion of the settlement once the Court's order becomes final unless you exclude yourself from the settlement.

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5. I want to receive my share of the settlement. What do I do?

You are entitled to receive a portion of the Settlement as a potential member of the California Class.

**To receive your share of the Settlement, you do not need to do anything. You will automatically receive your share of the California Class portion of the Settlement as long as you do not affirmatively request to be excluded from the California Class portion of the Settlement before [insert date].**

\* \* \*

### **THE SETTLEMENT BENEFITS-WHAT YOU RECEIVE**

1. What does the settlement provide?

The proposed settlement requires Defendant to pay a Gross Settlement Amount of up to \$1,800,000. That amount is split between the two settlement groups with \$800,000 going to the California Class and up to \$1,000,000 going to the FLSA Group. The Gross Settlement Amount includes payments for attorneys' fees (up to \$450,000) and costs (up to \$20,000), an incentive award for each Plaintiff (up to \$10,000 each), Administrative Expenses (up to \$50,000), and a payment to the California Labor and Workforce Development Agency (up to \$50,000). The amount remaining after these payments is the amount available to distribute to the class ("Net Settlement Amount").

If you do not timely request to be excluded from the California Class, you will receive a check for your individual share of the Net Settlement Amount allocated to the California Class.

2. What can I get from the settlement?

The amount of your share of the Net Settlement Amount is calculated on a pro rata basis as follows:

Defendant will divide the portion of the Net Settlement Amount allocated to the California Class by 1,275—the total number of workweeks worked by all members of that class—to determine the "pay period rate" for the California Class. Each member who chooses to participate in the California Class will then be paid an Individual Settlement Amount equal to the number of their pay periods worked between February 3, 2013, and December 31, 2017, multiplied by the "pay period rate" for the California Class.

3. Will taxes be withheld from my settlement payment?

Your Individual Settlement Amount will include a wage portion (representing unpaid wages), and a non-wage portion (representing penalties, interest, and other consideration). From the wage portion of each Settlement Class Member's Individual Settlement Amount, payroll deductions will be made for state and federal withholding taxes and any other applicable payroll deductions owed by the Settlement Class Member as a result of the payment, resulting in a "Net Wage Component." Payroll deductions will be calculated by NorthStar according to each Settlement Class Member's last-reported withholding status. The total of the Net Wage Component and the non-wage portion of the Individual Settlement Amount will be the Settlement Class Member's "Net Payment." The wage portion of the Settlement Class Member's Individual Settlement Amount may be reported to the appropriate taxing authorities on an IRS Form W-2 or similar form. The non-wage portion of the Settlement Class Member's Individual Settlement Amount will be reported to the appropriate taxing authorities on an IRS Form 1099 or similar form. Other than the withholding and reporting requirements specifically set forth above, Settlement Class Members are solely responsible for all taxes due on payments made pursuant to the settlement.

4. When is the hearing for Final Approval?

The Court has scheduled a Fairness and Final Approval Hearing on [insert date], at [insert time] in [insert department] of the District Court for the Eastern District of California, located at 501 I Street, Sacramento, CA

95814, at which time the Court will determine: (1) whether the proposed settlement should be approved as fair, reasonable, and adequate to Participating Class Members; and (2) whether the applications for attorneys' fees, costs, and the Plaintiffs' incentive award should be approved. If the Court approves the settlement, an Order Granting Final Approval will be entered. It is neither required nor necessary that you attend the Fairness Hearing, but you may attend if you so choose.

\* \* \*

### **HOW YOU RECEIVE A PAYMENT**

1. How can I receive a payment?

**If this Notice was sent to you at your current address, you do not need to do anything further to receive payment. If this Notice was forwarded by the postal service, or if it was otherwise sent to you at an address that is not current, or if you have changed your address, then you should immediately notify the Claims Administrator in writing stating your name and past and current addresses.**

The Claims Administrator's address is:

**By U.S. Mail:**

**Smothers v. Northstar Alarm Services, LLC:**  
Claims Administration  
c/o \_\_\_\_\_  
P.O. Box \_\_\_\_\_  
City, State ZIP \_\_\_\_\_

**By Commercial Carrier or in person:**

**Smothers v. Northstar Alarm Services, LLC:**  
Claims Administration  
c/o \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, ZIP \_\_\_\_\_

**Otherwise, you do not need to do anything to receive a payment for the California Class so long as you do not exclude yourself from the Class by submitting a request to opt-out of the California Class settlement.**

2. What am I giving up if I stay in the class?

If you choose to participate in the California Class, you will be bound by any judgment entered in this Action and will not be allowed to sue the Defendant for any claims occurring between February 3, 2013, and December 31, 2017, that arise from, relate to, or are based on any and all claims alleged in the Action. It also means that you will be bound by the following Release:

All Participating Class Members shall release any and all claims, demands, rights, debts, obligations, costs, expenses, wages, liquidated damages, statutory damages, penalties (including civil and statutory), liabilities, and/or causes of action of any nature and description whatsoever, whether known or unknown, at law or in equity, whether under federal, state, or local law (including without limitation any statute, ordinance, regulation, common law, constitution, or other source of law), which were asserted in the Action or could have been asserted against the Released Parties arising out of the facts and circumstances alleged in the Complaint. Released Claims include, without limitation, any and all claims for wages, overtime, damages, costs, penalties, liquidated damages, punitive damages, interest, attorney fees, litigation costs, restitution, injunctive relief, equitable relief, or other relief based on alleged violation of the California Labor Code; of California Business & Professions Code Section 17200 et seq. ("Section 17200") based on the California Labor Code; of the wage orders of the California Industrial Welfare Commission; or of the Fair Labor Standards Act. Released Claims include, without limitation, claims alleging the failure to provide timely, off-duty meal breaks and/or rest breaks; the failure to promptly pay all wages due and owing at the time of the employee's separation from employment; the failure to provide accurate itemized wage statements; the failure to keep accurate payroll records; the failure to pay any regular, overtime, or other wages; or the failure to pay California or federal minimum wage. Released Claims include, without limitation, claims for interest, attorney fees, or litigation costs arising from prosecution of any Released Claims, and any and all alleged violations of California Labor Code provisions giving rise to PAGA penalties. Released Claims include, without limitation, any Fair Labor

Standards Act (“FLSA”) claims of any Settlement Class Member that arises from or is based on allegations that were or could have been asserted in the Action. It is understood and agreed that the Settlement will not release any person, party or entity from claims, if any, by Settlement Class Members for workers compensation, unemployment, wrongful termination, or disability benefits of any nature. Note that you will only release your claims under federal law (i.e. FLSA claims) if you separately send in an opt-in form that you will receive in a separate mailing. If you do not send in an opt-in form, and you do not request to be excluded from the California Class, you will only release your claims arising under California law.

3. What if I get my payment and don’t cash it?

If you receive the payments described in this Notice and you do not cash your check, you will still be bound by the terms of the settlement as they relate to the California Class and you will release all claims released under the settlement. You must cash your check within 75 days after it is mailed by the Settlement Administrator (plus a 30 day grace period as provided in the Settlement).

4. What happens if I do nothing at all?

If you do nothing at all (i.e. do NOT timely submit a written request to opt-out of the Settlement) then you will receive your Individual Settlement Share for the California Class portion of the Settlement. You will be bound by the terms of the settlement as they relate to the California Class and you will have released your claims under California law against Defendant.

For further information, or if you have any questions or concerns about this process, you can speak with Class Counsel in this case identified below.

\* \* \*

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you want to retain the right to pursue claims against Defendant alleged in this case and/or you do NOT want a payment from this settlement, then you must take certain steps. This is called excluding yourself, and is also referred to as “opting out” of the settlement. **DO NOT EXCLUDE YOURSELF IF YOU WISH TO RECEIVE MONEY FROM THIS SETTLEMENT.**

1. How do I request to be excluded from the settlement?

You can exclude yourself from the California Class portion of the settlement by submitting an opt-out request in writing to the Administrator by [insert date]. The opt-out request must clearly indicate that you desire to be excluded from the Settlement, must be signed by you, and must include your name, address, telephone number, and the last four digits of your Social Security number. Upon timely submitting this written opt-out request, you will be considered excluded or opted-out of the California Class. As a result, you will not be entitled to any part of the settlement payments made to the members of this class. You will also not release your claims under California law against Defendant.

2. If I do not exclude myself, can I sue Defendant for the same claims later?

No. If you decide to participate in the California Class you will be bound by all terms of the settlement and any Final Judgment entered in the Action, if the settlement is approved by the Court. The settlement and Final Judgment will include a full release of claims in this Action, which will prevent you from suing Defendant or any related persons or entities for the claims released by the settlement. If you have a pending lawsuit, speak to your lawyer in that case immediately.

3. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you are asking not to be included in the settlement.

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\* \* \*

**THE LAWYERS REPRESENTING YOU**

1. Do I have a lawyer in this case?

The Court has approved **Sutton Hague Law Corporation, P.C.** as Class Counsel to represent you and all Settlement Class Members. You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want to hire your own lawyer, you may do so at your own expense. For example, you can hire your own legal counsel to appear in Court for you if you want someone other than Class Counsel to speak for you.

2. How will the lawyers and the Class Representatives be paid?

The amount of attorneys' fees and costs awarded to the Class Counsel will be subject to the Court's discretion. You will not have to pay these fees and expenses separately. Class Counsel will request that the Court approve an award of attorneys' fees in an amount not to exceed \$450,000 and litigation costs of up to \$20,000. Class Counsel will also request that each of the Class Representatives receive an additional amount called an "Incentive Award." The amount of the Incentive Award will be subject to the Court's discretion, but in any event, will not exceed \$10,000 each. This Incentive Award shall be paid out of and deducted from the Gross Settlement Amount.

\* \* \*

**OBJECTING TO THE SETTLEMENT**

1. How do I object?

If you think that the proposed settlement is unfair, inadequate, or unreasonable, you can object to the proposed settlement. If you object, and if the Court approves the proposed settlement, then you will still receive a share of the settlement money, and you will be bound by the terms of the release as set forth above, unless you exclude yourself from the settlement.

If you want to object to any part of the settlement, you must file a written objection with the Court stating with particularity the basis for the objection. If you intend to appear at the Final Fairness and Approval Hearing, whether in person or through counsel, you must include notice of that fact, and state the purpose for your appearance in the written objection. Any notice and/or written objection must be filed with the Court and copies thereof must be mailed or personally delivered to the attorneys listed below no later than [insert date].

All objections should reference the case name and number (*Julian Smothers v. Northstar Alarm Services, LLC.*, Case No. 2:17-CV-00548-KJM-KJN) and be filed with the Clerk of Court no later than [insert date] at: Robert T. Matsui United States Courthouse, 501 I Street, Sacramento, CA 95814, [insert courtroom], [insert floor]. Copies of all documents filed with the Clerk of Court must be mailed or personally delivered to the following no later than [insert date]:

**CLASS COUNSEL:**

S. Brett Sutton, Esq.  
Jared Hague, Esq.  
SUTTON HAGUE LAW CORPORATION, P.C  
5200 N. Palm, Suite 203  
Fresno, California 93704

**DEFENDANT'S COUNSEL:**

Andrew V. Collins, Esq.  
J. Ryan Mitchell, Esq.  
MITCHELL BARLOW & MANSFIELD, P.C  
Nine Exchange Place, Suite 600  
Salt Lake City, Utah 84111

If you object in the manner provided above, then you or your attorney may appear at the Final Approval Hearing, currently set for [insert date], at [insert time] at the Robert T. Matsui United States Courthouse, 501 I Street, Sacramento, CA 95814, [insert courtroom], [insert floor]. However, if you do not object in the manner provided above, your objection may be considered waived and you will not be able to make any other or later objection to the fairness, reasonableness, or adequacy of the proposed settlement, the award of attorneys' fees and costs, or the Class Representatives' Incentive Award.

2. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

\* \* \*

**THE COURT'S FAIRNESS HEARING**

The Court will hold a hearing, the Honorable Kimberly J. Mueller presiding, on [insert date], at [insert time] at the Robert T. Matsui United States Courthouse, 501 I Street, Sacramento, CA 95814, [insert courtroom], [insert floor] to determine whether the proposed settlement of the Action is fair, adequate, reasonable, and should be finally approved by the Court, and whether the Action should be dismissed on the merits with prejudice. At the hearing, Class Counsel will speak on your behalf and answer any questions Judge Mueller might have.

1. May I attend the hearing and speak?

Anyone may attend this hearing. If you are a Participating Class Member and wish to speak, you must file and serve an objection as described above before you can speak at the hearing.

\* \* \*

**GETTING MORE INFORMATION**

1. Are there more details about the settlement?

This Notice summarizes the proposed settlement. However, if you visit this website [insert web address], you will be able to view copies of some of the documents that were filed in this case, including a full copy of the Settlement and all of the papers filed by the Parties for approval of the Settlement. You may also go to the Court and review the records that were filed in this case, which may be inspected at the office of the Clerk of Court located at 501 I Street, Sacramento, CA 95814, during regular business hours of each Court day. Or, you may contact Class Counsel, whose contact information is provided above.

2. Can I read a copy of the settlement agreement?

Yes. A copy of the Settlement is available to review at [insert web address].

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3. If the settlement agreement is approved at the final fairness hearing, where can I review a copy of the Court's order and judgment?

If the Court grants final approval to the Settlement and enters judgment in accordance with the Settlement, you will be able to view a copy of the Final Approval Order and Judgment at [insert web address].

4. How do I contact Class Counsel to obtain additional information?

All questions regarding this Notice and/or the settlement should be directed to your Class Counsel at:

**CLASS COUNSEL:**

S. Brett Sutton, Esq.

Jared Hague, Esq.

SUTTON HAGUE LAW CORPORATION, P.C

5200 N. Palm, Suite 203

Fresno, California 93704

Tel: (559) 325-0500

Fax: (559) 981-1217

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.**

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# **EXHIBIT 2**

According to the records of Northstar Alarm Services, LLC (“Defendant”) you were employed as an Alarm Installation Technician or Lead Installation Technician by Defendant at a time between February 3, 2014 and December 31, 2017.

Your estimated individual settlement amount from the settlement described below is \$\_\_\_\_\_.

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA**

JULIAN SMOTHERS, an individual; ASA DHADDA,  
an individual;

Plaintiffs,

vs.

NORTHSTAR ALARM SERVICES, LLC, a Utah  
corporation; and Does 1-50, inclusive,

Defendants.

**CASE NO. 2:17-CV-00548-KJM-KJN**

**NOTICE OF FLSA COLLECTIVE ACTION  
SETTLEMENT**

**The United States District Court for the Eastern District of California (“the Court”) authorized this Notice of Class Action Settlement (“Notice”). This is not a solicitation from a lawyer. The Court has given preliminary approval to a settlement of this lawsuit. If you were employed by Northstar Alarm Services, LLC and performed work in the United States as an Alarm Installation Technician and/or Lead Installation Technician, at any time from February 3, 2014, and December 31, 2017, you should read this Notice carefully because it will affect your rights.**

**CLASS SETTLEMENT OVERVIEW**

Recently, the Plaintiffs and Defendant in the above mentioned lawsuit reached an agreement on the terms of a collective action settlement between Northstar Alarm Services, LLC (“Northstar”) and all Alarm Installation Technicians and Lead Installation Technicians who performed work for Northstar at any time from February 3, 2014, to December 31, 2017. Generally, the lawsuit alleges that Northstar violated the rights of its Alarm Installation Technicians and Lead Installation Technicians in terms of their pay, breaks, and reimbursements. Northstar denies these allegations in full.

The currently proposed class action settlement seeks to resolve alleged violations under both: 1) United States federal law; and 2) California State law. As a result, the settlement is split into two separate groups—a federal settlement group called the “FLSA Group” and a California settlement group called the “California Class.” The payments for each group, however, will be handled separately. You are receiving this notice because you are a member of the FLSA Group. For that reason, please pay careful attention to the below legal rights and options section to understand what to do to participate in the settlement. If you are also a member of the California Class, you will receive a separate notice describing your rights and options for participating in that part of the settlement.

<b><u>“FLSA GROUP” SETTLEMENT:</u></b> YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
OPTIONS	LEGAL RIGHTS RESULTING FROM OPTION
<b><u>OPTION 1:</u></b> RETURN THE ENCLOSED OPT-IN FORM. PARTICIPATE IN THE SETTLEMENT AND RECEIVE A PAYMENT.	By fully completing and signing the enclosed opt-in form, you will be choosing to participate in the FLSA Group settlement, which means that you will receive a payment and that you will release certain claims against Northstar under federal law.
<b><u>OPTION 2:</u></b> DO NOT RETURN THE ENCLOSED OPT-IN FORM. DO NOT PARTICIPATE IN THE SETTLEMENT AND DO NOT RECEIVE A PAYMENT.	If you do NOT return the enclosed opt-in form, you will be choosing to NOT participate in the FLSA Group settlement, which means that you will NOT receive a payment and that you will NOT release any claims against Defendant under federal law.
<b><u>OPTION 3:</u></b> RETURN THE ENCLOSED OPT-IN FORM AND OBJECT.	If you return the enclosed opt-in form but you also disagree with any aspect of the proposed settlement, you may submit a written objection. If the Court agrees with your objection, the parties can choose whether to withdraw the settlement or change its terms. If the Court rejects your objection, you will still receive a payment and you will release certain claims against Northstar under federal law.
<b><u>OPTION 4:</u></b> GO TO A HEARING.	Ask to speak in Court about the fairness of the settlement. In order to speak at the hearing, however, you also must timely submit a written objection.

These rights and options—and the deadlines to exercise them—are explained in this Notice.

\* \* \*

### **BASIC INFORMATION**

1. Why did I receive this Notice?

You received this Notice because Defendant’s records show that you were employed by Defendant as an Alarm Installation Technician and/or Lead Installation Technician and you performed work for Defendant in the United States during all or part of a time between February 3, 2014, and December 31, 2017. This Notice explains that the Court has granted preliminary approval of a proposed settlement of a collective action lawsuit that may affect you. You have legal rights and options that you may exercise before the Court decides whether to grant final approval of the proposed settlement.

2. What is this lawsuit about?

**On February 3, 2017, Plaintiffs Julian Smothers and Asa Dhadda (“Plaintiffs”) filed a complaint in the Superior Court for the County of Sacramento against Defendant on behalf of themselves and other Alarm Installation Technicians and/or Lead Installation Technicians in California and the United States, which action was then removed to federal court in the Eastern District of California (“Action”).**

**The Action asserts that the Settlement Class Members (as defined below) are owed additional compensation for meal and rest periods, off the clock work, overtime hours worked, and unreimbursed business expenses, as well as additional amounts for inaccurate itemized wage statements, waiting time penalties and related other penalties. The Plaintiffs seek damages for lost wages, interest, penalties, attorneys' fees and expenses. Defendant strongly denies these allegations and asserts that it properly paid its employees consistent with all applicable laws. Nothing in this Notice, or the Settlement itself, means that Defendant admits any wrongdoing, but to avoid the costs of litigation the parties have agreed to settle the matter.**

3. What is a collective action and who is involved?

The Parties agreed to treat this case as a collective action under the Fair Labor Standards Act ("FLSA") for purposes of settlement only. In a collective action, one or more persons, in this case Julian Smothers and Asa Dhadda ("Class Representatives"), filed a lawsuit on behalf of people who have similar claims. These people together are called "Settlement Class Members." The company sued is called the Defendant. Settlement Class Members and Defendants are sometimes referred to in this Notice as the "Parties."

In this case, there are two subgroups of Settlement Class Members: 1) those who performed work for Defendant in California and allege claims under California law (the "California Class"); and 2) those who performed work for Defendant anywhere in the United States (the "FLSA Group"). Because Defendant's records show that you worked in United States during the applicable time period, you are a potential member of the FLSA Group. FLSA Group Members who timely submit a valid opt-in form are called "Participating Class Members." If you are also part of the California Class, you will receive a separate notice detailing your rights and options for participating in that part of the Settlement.

In this case, the Parties have decided to settle the case. The Court has made a preliminary determination that the proposed settlement appears fair, adequate, and reasonable. The Court will decide whether to finally approve the proposed settlement after the Settlement Class Members are given a chance to exclude themselves from, or object to, the proposed settlement.

4. Is there any money available now?

No money or benefits are available right now. If you timely submit the valid opt-in form attached to this notice in the manner described in this notice, and if the Court gives final approval to the settlement, then you will automatically be sent your portion of the settlement once the Court's order becomes final.

5. I want to receive my share of the settlement. What do I do?

You are entitled to receive a portion of the Settlement as a potential member of the FLSA Group.

**To receive your share of the FLSA Group portion of the Settlement, you need to complete and submit the attached opt-in form before [insert date].**

\* \* \*

**THE SETTLEMENT BENEFITS-WHAT YOU RECEIVE**

1. What does the settlement provide?

The proposed settlement requires Defendant to pay a Gross Settlement Amount of up to \$1,800,000. That amount is split between the two settlement groups with \$800,000 going to the California Class and up to \$1,000,000 going to the FLSA Group. The Gross Settlement Amount includes payments for attorneys' fees (up to \$450,000) and costs (up to \$20,000), an incentive award for each Plaintiff (up to \$10,000 each), Administrative Expenses (up to \$50,000), and a payment to the California Labor and Workforce Development

Agency (up to \$50,000). The amount remaining after these payments is the amount available to distribute to the class (“Net Settlement Amount”).

If you timely submit the enclosed opt-in form for the FLSA Group, you will receive a check for your individual share of the Net Settlement Amount allocated to the FLSA Group.

2. What can I get from the settlement?

The amount of your share of the Net Settlement Amount has been calculated on a pro rata basis as follows.

Defendant will divide the portion of the Net Settlement Amount allocated to the FLSA Group by 5,769—the total number of workweeks worked by all members of that group—to determine the “pay period rate” for the FLSA Group. If you timely submit the enclosed opt-in form, you will receive a check that represents your Individual Settlement Amount equal to the number of the pay periods worked between February 3, 2014, and December 31, 2017, multiplied by the “pay period rate” for the FLSA Group. Your individual settlement amount will not vary regardless of the number of Settlement Class Members who participate in the settlement.

3. Will taxes be withheld from my settlement payment?

Your Individual Settlement Amount will include a wage portion (representing unpaid wages), and a non-wage portion (representing penalties, interest and other consideration). From the wage portion of each Settlement Class Member’s Individual Settlement Amount, payroll deductions will be made for state and federal withholding taxes and any other applicable payroll deductions owed by the Settlement Class Member as a result of the payment, resulting in a “Net Wage Component.” Payroll deductions will be made according to your last-filed withholdings with NorthStar. The total of the Net Wage Component and the non-wage portion of the Individual Settlement Amount will be the Settlement Class Member’s “Net Payment.” The wage portion of the Settlement Class Member’s Individual Settlement Amount may be reported to the appropriate taxing authorities on an IRS Form W-2 or similar form. The non-wage portion of the Settlement Class Member’s Individual Settlement Amount will be reported to the appropriate taxing authorities on an IRS Form 1099 or similar form. Other than the withholding and reporting requirements specifically set forth above, Settlement Class Members are solely responsible for all taxes due on payments made pursuant to the settlement.

4. When is the hearing for Final Approval?

The Court has scheduled a Fairness and Final Approval Hearing on [insert date], at [insert time] in [insert department] of the District Court for the Eastern District of California, located at 501 I Street, Sacramento, CA 95814, at which time the Court will determine: (1) whether the proposed settlement should be approved as fair, reasonable, and adequate to Participating Class Members; and (2) whether the applications for attorneys’ fees, costs, and the Plaintiffs’ incentive award should be approved. If the Court approves the settlement, an Order Granting Final Approval will be entered. It is neither required nor necessary that you attend the Fairness Hearing, but you may attend if you so choose.

\* \* \*

**HOW YOU RECEIVE A PAYMENT**

1. How can I receive a payment?

**You need to complete and submit the attached opt-in form before [insert date]. If this Notice was forwarded by the postal service, or if it was otherwise sent to you at an address that is not current, or if you have changed your address, then you should immediately notify the Claims Administrator in writing stating your name and past and current addresses.**

The Claims Administrator’s address is:

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By U.S. Mail:

Smothers v. Northstar Alarm Services, LLC;  
Claims Administration  
c/o \_\_\_\_\_  
P.O. Box \_\_\_\_\_  
City, State ZIP \_\_\_\_\_

By Commercial Carrier or in person:

Smothers v. Northstar Alarm Services, LLC;  
Claims Administration  
c/o \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, ZIP \_\_\_\_\_

2. What am I giving up if I stay in the class?

If you choose to participate in the FLSA Group, you will be bound by any judgment entered in this Action and will not be allowed to sue the Defendant for any claims occurring between February 3, 2014, and December 31, 2017 that arise from, relate to or are based on any and all federal claims alleged in the Action. It also means that you will be bound by the following Release as that release relates to federal claims:

All Participating Class Members, shall release any and all claims, demands, rights, debts, obligations, costs, expenses, wages, liquidated damages, statutory damages, penalties (including civil and statutory), liabilities, and/or causes of action of any nature and description whatsoever, whether known or unknown, at law or in equity, whether under federal, state, or local law (including without limitation any statute, ordinance, regulation, common law, constitution, or other source of law), which were asserted in the Action or could have been asserted against the Released Parties arising out of the facts and circumstances alleged in the Complaint. Released Claims include, without limitation, any and all claims for wages, overtime, damages, costs, penalties, liquidated damages, punitive damages, interest, attorney fees, litigation costs, restitution, injunctive relief, equitable relief, or other relief based on alleged violation of the California Labor Code; of California Business & Professions Code Section 17200 et seq. ("Section 17200") based on the California Labor Code; of the wage orders of the California Industrial Welfare Commission; or of the Fair Labor Standards Act. Released Claims include, without limitation, claims alleging the failure to provide timely, off-duty meal breaks and/or rest breaks; the failure to promptly pay all wages due and owing at the time of the employee's separation from employment; the failure to provide accurate itemized wage statements; the failure to keep accurate payroll records; the failure to pay any regular, overtime, or other wages; or the failure to pay California or federal minimum wage. Released Claims include, without limitation, claims for interest, attorney fees, or litigation costs arising from prosecution of any Released Claims, and any and all alleged violations of California Labor Code provisions giving rise to PAGA penalties. Released Claims include, without limitation, any Fair Labor Standards Act ("FLSA") claims of any Settlement Class Member that arises from or is based on allegations that were or could have been asserted in the Action. It is understood and agreed that the Settlement will not release any person, party or entity from claims, if any, by Settlement Class Members for workers compensation, unemployment, wrongful termination, or disability benefits of any nature.

3. What if I get my payment and don't cash it?

If you opt in to the FLSA Group and receive the payments described in this Notice and you do not cash your check within 75 days after it is mailed by the Settlement Administrator (plus a 30 day grace period as provided in the Settlement), you will still be bound by the terms of the settlement as they relate to the FLSA Group and you will release all released claims under the settlement.

4. What happens if I do nothing at all?

If you do nothing at all (i.e. you do not submit the attached opt-in form by [insert date]) then you will have chosen to NOT participate in the portion of the Settlement allocated to the FLSA Group and you will NOT receive a check for your Individual Settlement Share for the FLSA Group portion of the Settlement. You will also not have released your claims under federal law against Defendant.

For further information, or if you have any questions or concerns about this process, you can speak with Class Counsel in this case identified below.

5. If I timely submit a valid opt-in form, can I sue Defendant for the same claims later?

No. If you choose to participate in the FLSA Group you will be bound by all terms of the settlement and any Final Judgment entered in the Action, if the settlement is approved by the Court. The settlement and Final Judgment will include a full release of the claims in this Action, which will prevent you from suing Defendant or any related persons or entities for the federal claims released by the settlement. If you have a pending lawsuit, speak to your lawyer in that case immediately.

6. If I do not timely submit a valid opt-in form, can I get money from this settlement?

No. If you do not timely submit a valid opt-in form, you will not be able to participate in the settlement and you will not receive your individual share of the settlement.

\* \* \*

### **THE LAWYERS REPRESENTING YOU**

1. Do I have a lawyer in this case?

The Court has approved **Sutton Hague Law Corporation, P.C.** as Class Counsel to represent you and all Settlement Class Members. You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want to hire your own lawyer, you may do so at your own expense. For example, you can hire your own legal counsel to appear in Court for you if you want someone other than Class Counsel to speak for you.

2. How will the lawyers and the Class Representatives be paid?

The amount of attorney's fees and costs awarded to the Class Counsel will be subject to the Court's discretion. You will not have to pay these fees and expenses separately. Class Counsel will request that the Court approve an award of attorneys' fees in an amount not to exceed \$450,000 and litigation costs of up to \$20,000. Class Counsel will also request that each of the Class Representatives receive an additional amount called an "Incentive Award." The amount of the Incentive Award will be subject to the Court's discretion, but in any event, will not exceed \$10,000 each. This Incentive Award shall be paid out of and deducted from the Gross Settlement Amount.

\* \* \*

### **OBJECTING TO THE SETTLEMENT**

1. How do I object?

If you think that the proposed settlement is unfair, inadequate, or unreasonable, you can object to the proposed settlement. If you object, and if the Court approves the proposed settlement, then you will still receive a share of the settlement money, and you will be bound by the terms of the release as set forth above. In order to object, you will need to also timely submit a valid opt-in form so that you can participate in the settlement. If you choose not to participate in the settlement, you have no basis to object because the case does not affect you.

If you want to object to any part of the settlement, you must timely submit a valid opt-in form and file a written objection with the Court stating with particularity the basis for the objection. If you intend to appear at the Final Fairness and Approval Hearing, whether in person or through counsel, you must include notice of that fact, and state the purpose for your appearance in the written objection. Any notice and/or written



objection must be filed with the Court and copies thereof must be mailed or personally delivered to the attorneys listed below no later than [insert date].

All objections should reference the case name and number (*Julian Smothers v. Northstar Alarm Services, LLC.*, Case No. 2:17-CV-00548-KJM-KJN) and be filed with the Clerk of Court no later than 7 [insert date] at: Robert T. Matsui United States Courthouse, 501 I Street, Sacramento, CA 95814, [insert courtroom], [insert floor]. Copies of all documents filed with the Clerk of Court must be mailed or personally delivered to the following no later than [insert date]:

**CLASS COUNSEL:**

S. Brett Sutton, Esq.  
Jared Hague, Esq.  
SUTTON HAGUE LAW CORPORATION, P.C  
5200 N. Palm, Suite 203  
Fresno, California 93704

**DEFENDANT'S COUNSEL:**

Andrew V. Collins, Esq.  
J. Ryan Mitchell, Esq.  
MITCHELL BARLOW & MANSFIELD, P.C  
Nine Exchange Place, Suite 600  
Salt Lake City, Utah 84111

If you object in the manner provided above, then you or your attorney may appear at the Final Approval Hearing, currently set for [insert date], at [insert time] at the Robert T. Matsui United States Courthouse, 501 I Street, Sacramento, CA 95814, [insert courtroom], [insert floor]. However, if you do not object in the manner provided above, your objection may be considered waived and you will not be able to make any other or later objection to the fairness, reasonableness or adequacy of the proposed settlement, the award of attorneys' fees and costs, or the Class Representatives' Incentive Award.

\* \* \*

**THE COURT'S FAIRNESS HEARING**

The Court will hold a hearing, the Honorable Kimberly J. Mueller presiding, on [insert date], at [insert time] at the Robert T. Matsui United States Courthouse, 501 I Street, Sacramento, CA 95814, [insert courtroom], [insert floor] to determine whether the proposed settlement of the Action is fair, adequate, reasonable, and should be finally approved by the Court, and whether the Action should be dismissed on the merits with prejudice. At the hearing, Class Counsel will speak on your behalf and answer any questions Judge Mueller might have.

1. May I attend the hearing and speak?

Anyone may attend this hearing. If you are a Participating Class Member and wish to speak, you must file and serve an objection as described above before you can speak at the hearing.

\* \* \*

**GETTING MORE INFORMATION**

1. Are there more details about the settlement?

This Notice summarizes the proposed settlement. However, if you visit this website [insert web address], you will be able to view copies of some of the documents that were filed in this case, including a full copy of the Settlement and all of the papers filed by the Parties for approval of the Settlement. You may also go to the Court and review the records that were filed in this case, which may be inspected at the office of the Clerk of

Court located at 501 I Street, Sacramento, CA 95814, during regular business hours of each Court day. Or, you may contact Class Counsel, whose contact information is provided above.

2. Can I read a copy of the settlement agreement?

Yes. A copy of the settlement agreement is available to review at [insert web address].

3. If the settlement agreement is approved at the final fairness hearing, where can I review a copy of the Court's order and judgment?

If the Court grants final approval to the Settlement and enters judgment in accordance with the Settlement, you will be able to view a copy of the Final Approval Order and Judgment at [insert web address].

4. How do I contact Class Counsel to obtain additional information?

All questions regarding this Notice and/or the settlement should be directed to your Class Counsel at:

**CLASS COUNSEL:**

S. Brett Sutton, Esq.  
Jared Hague, Esq.  
SUTTON HAGUE LAW CORPORATION, P.C  
5200 N. Palm, Suite 203  
Fresno, California 93704  
Tel: (559) 325-0500  
Fax: (559) 981-1217

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.**

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# **OPT-IN FORM**

Smothers v. Northstar Alarm Services, LLC: Claims Administrator

c/o \_\_\_\_\_  
PO Box \_\_\_\_\_  
City, State ZIP

**OPT-IN FORM**

Claim #  
«Firstl» «Lastl»  
«c/o»  
«Address 1» «Address2»  
«City», «ST» «Zip» «Country

*Julian Smothers and Asa Dhadda, individually and on behalf of persons similarly situated v. Northstar Alarm Services, LLC,  
Case No. 2:17-CV-00548-KJM-KJN (the "Action")*

**SUBMIT THIS FORM NOT LATER THAN [INSERT DATE] IF YOU WANT TO RECEIVE MONEY FROM THE  
FLSA GROUP PORTION OF THE SETTLEMENT.**

I have reviewed the accompanying Notice of Class Action Settlement and understand that I was employed as a Alarm Installation Technician and/or Lead Installation Technician by Northstar Alarm Services, LLC during all or part of the time from February 3, 2014, to December 31, 2017. I understand that I am a potential Settlement Class Member in the Action. I understand that this settlement is intended to compensate such Settlement Class Members.

*I understand that by timely submitting this form, I am opting in to the settlement as a member of the FLSA Group and will receive a payment from the FLSA Group portion of the settlement if the settlement is approved by the Court. I understand that, by timely submitting this form, I will be agreeing to release the claims that are described in the accompanying notice. No one has coerced or forced me to opt in; it is my own decision.*

Printed Name	Signature	
Date (mm/dd/yyyy)	( ) Telephone	
Mailing Address		
City	State	Zip Code

\_\_-\_\_-\_\_-\_\_ (Last Four Digits of Social Security Number for identity verification purposes only)

THIS FORM **MUST** BE POSTMARKED BY [INSERT DATE] OR, IF DELIVERED TO THE CLAIMS ADMINISTRATOR BY MEANS OTHER THAN UNITED STATES CERTIFIED MAIL, RECEIVED BY THE CLAIMS ADMINISTRATOR NOT LATER THAN [INSERT DATE] AT THE FOLLOWING ADDRESS:

By U.S. Mail:

By Commercial Carrier or in person:

Smothers v. Northstar Alarm Services, LLC:  
Claims Administration  
c/o \_\_\_\_\_  
P.O. Box \_\_\_\_\_  
City, State ZIP

Smothers v. Northstar Alarm Services, LLC:  
Claims Administration  
c/o \_\_\_\_\_  
Street Address  
City, State, ZIP

YOU SHOULD KEEP A COPY OF THIS DOCUMENT FOR YOUR RECORDS. YOU MAY WISH TO MAIL IT RETURN RECEIPT REQUESTED.