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**FILED**  
Superior Court of California  
County of Alameda  
07/27/2023  
Clad Flake, Executive Officer / Clerk of the Court  
By: [Signature] Deputy  
A. Hewitt

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2 SHUNT TATAVOS-GHARAJEH (SBN 272164)  
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7 *Attorneys for Plaintiff*

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF ALAMEDA**

10 BRYNA SCHAEFFER, individually, and on  
11 behalf of other members of the general public  
12 similarly situated;

13 Plaintiff,

14 v.

15 SECURITY SYSTEMS MANAGEMENT INC,  
16 a California corporation; and DOES 1 through  
100, inclusive;

17 Defendants.

Case No.: 22CV011135

Assigned for All Purposes to:  
Honorable Brad Seligman  
Department 23

**CLASS ACTION**

**AMENDED ~~PROPOSED~~ ORDER  
PRELIMINARILY APPROVING CLASS  
ACTION SETTLEMENT AND SETTING  
HEARING FOR FINAL APPROVAL OF  
SETTLEMENT**

**[Reservation ID: 597425666341]**

Hearing Date: July 25, 2023  
Hearing Time: 3:35 p.m.  
Hearing Place: Department 23

Complaint Filed: May 11, 2022  
Trial Date: None Set

1 The Court, having read and considered the papers filed in support of the motion, the proposed  
2 settlement documents, the arguments of counsel, and good cause appearing therefore;

3 **IT IS HEREBY ORDERED:**

4 1. This Order incorporates by reference the definitions in the Joint Stipulation and  
5 Settlement Agreement (“Settlement Agreement,” “Settlement,” or “Agreement”), and all terms  
6 defined therein shall have the same meaning in this Order as set forth in the Settlement.

7 2. It appears to the Court on a preliminary basis the Settlement is fair, adequate, and  
8 reasonable. The Court recognizes the value of the monetary recovery provided to all Class Members  
9 and finds such recovery is fair, adequate, and reasonable when balanced against further litigation. It  
10 appears the Parties have conducted significant investigation, discovery, and research such that the  
11 Parties’ counsel are able to reasonably evaluate their positions at this time. It further appears the  
12 Settlement, at this time, will avoid substantial additional costs by all Parties and avoid the risks and  
13 delay inherent in further prosecution. It also appears the Parties reached the Settlement as the result of  
14 intensive, serious, and non-collusive, arm’s-length negotiations facilitated by an experienced and  
15 neutral mediator. Thus, on a preliminary basis, the Court finds the Settlement appears to be within the  
16 range of reasonableness of a settlement that could be given final approval by this Court. Accordingly,  
17 the Motion for Preliminary Approval of Class Action Settlement is hereby **GRANTED**.

18 3. The following persons are conditionally certified as “Class Members” or the “Class”  
19 for settlement purposes only: all hourly-paid or non-exempt employees employed by Defendant  
20 Security Systems Management Inc. (“Defendant”) within the State of California during the time period  
21 from November 13, 2017, to February 9, 2023. “Participating Class Members” means all Class  
22 Members who do not submit valid and timely requests to exclude themselves from the Settlement.

23 4. The Class satisfies the certification requirements of a class because the Class Members  
24 are readily ascertainable, and a well-defined community of interest exists in the questions of law and  
25 fact. If the Settlement Agreement does not become final and effective, the fact the Parties were willing  
26 to stipulate to certification of the Class as part of the Settlement Agreement shall have no bearing on  
27 and shall not be admissible or used in any way in connection with the question of whether the Court  
28 should certify any claims in a non-settlement context in this case or in any other lawsuit.

1           5.     Plaintiff Bryna Schaeffer (“Plaintiff”) are appointed as the class representative.

2           6.     Douglas Han, Shunt Tatavos-Gharajeh, and Chris Peterson of Justice Law Corporation  
3 are appointed as Class Counsel.

4           7.     The Parties’ notice plan is constitutionally sound and hereby approved as the best  
5 notice practicable. The Notice of Class Action Settlement (“Class Notice”), attached hereto as **Exhibit**  
6 **A**, is sufficient to inform Class Members of the terms of the Agreement, their rights to receive  
7 monetary payments under the Agreement, and the date and location of the Final Approval Hearing. In  
8 addition, the Class Notice fairly, plainly, accurately, and reasonably informs Class Members of: (a)  
9 nature of the action, definition of the Class, identity of Class Counsel, and material terms of the  
10 Agreement; (b) application for the Attorney Fee Award, Cost Award, and Class Representative  
11 Enhancement Payment; (c) formulas used to determine each Participating Class Member’s Individual  
12 Settlement Payment; (d) Class Members’ right to appear through counsel if they desire; (e) how to  
13 object to the Agreement; (f) how to opt out from the Agreement by submitting an Election Not To  
14 Participate or Opt-out Form (“Exclusion Form”), attached hereto as **Exhibit B**; and (f) how to obtain  
15 additional information. The Class Notice and Exclusion Form are collectively known as the “Notice  
16 Packet.” The Court finds the notice requirements of California Rule of Court, rule 3.769, subdivision  
17 (f), are satisfied and that the Notice Packet adequately advises Class Members of their rights. The  
18 Parties’ counsel are authorized to correct any typographical errors in the Notice Packet and make  
19 clarifications, to the extent they are found or needed. But such corrections must not materially alter  
20 the substance of the Notice Packet and other notice documents.

21           8.     The rights of any potential dissenters to the Settlement are adequately protected in that  
22 dissenters may exclude themselves from the Settlement and, by extension, the Released Claims by  
23 submitting an Exclusion Form to the Settlement Administrator.

24           9.     To the extent permitted by law, pending a determination as to whether the Agreement  
25 should be approved, Class Members, whether directly, representatively, or in any other capacity,  
26 whether or not such persons have appeared in this case, shall not institute or prosecute any of the  
27 Released Claims against the Released Parties.

28     ///

1           10. Phoenix Class Action Administration Solutions is appointed to serve as the Settlement  
2 Administrator, pursuant to the terms set forth in the Settlement Agreement. The Settlement  
3 Administrator is ordered to carry out the settlement administration according to the terms of the  
4 Settlement Agreement and in conformity with this Order.

5           11. Within fifteen (15) business days after entry of the Preliminary Approval Order,  
6 Defendant shall deliver to the Settlement Administrator a Microsoft Excel spreadsheet that includes  
7 each Class Member's: (a) full name; (b) last-known address; (c) Social Security Number and  
8 Employee ID number; and (e) relevant dates of employment ("Class Data").

9           12. Upon receipt of the Class Data, the Settlement Administrator will perform a search  
10 based on the National Change of Address Database ("NCOA") to update and correct any known or  
11 identifiable address changes. Within fourteen (14) calendar days after Defendant's deadline to provide  
12 the Class Data to the Settlement Administrator, the Settlement Administrator will mail the Notice  
13 Packet to all identified Class Members via first-class U.S. Mail.

14           13. If a Notice Packet is returned because of an incorrect address, within ten (10) days  
15 from receipt of the returned Notice Packet, the Settlement Administrator will conduct a search for a  
16 more current address for the Class Member and re-mail the Notice Packet to the Class Member. The  
17 Settlement Administrator will use the NCOA and skip traces to attempt to find the current address.  
18 The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing  
19 address of any Class Member for whom a Notice Packet is returned by U.S. Postal Service as  
20 undeliverable. These reasonable steps shall include, at a minimum: (a) tracking of all undelivered mail;  
21 (b) performing address searches for all mail returned without a forwarding address; and (c) promptly  
22 re-mailing to Class Members for whom new addresses are found. If the Settlement Administrator is  
23 unable to locate a better address, the Notice Packet shall be re-mailed to the original address. Those  
24 Class Members who receive a re-mailed Notice Packet, whether by skip-trace or forwarded mail, will  
25 have an additional ten (10) days to postmark an Exclusion Form or file and serve an objection.

26           14. The procedures and 45-day deadline ("Response Deadline") for Class Members to  
27 request exclusion from the Settlement, object to the Settlement, and challenge the Workweeks is  
28 adopted as described in the Settlement.

1           15.     Class Members who wish to opt out of the Settlement must mail an Exclusion Form  
2 to the Settlement Administrator. A written request for exclusion must: (a) include the Class Member’s  
3 name, address, and last four (4) digits of the Social Security Number; (b) be addressed to the  
4 Settlement Administrator; (c) be signed by the Class Member; and (d) be postmarked no later than the  
5 Response Deadline to be valid.

6           16.     Class Members who wish to object to the Settlement can mail a written objection to  
7 the Settlement Administrator. A written objections shall state: (a) objecting person’s full name,  
8 address, and telephone number; (b) words “Notice of Objection” or “Formal Objection;” (c) describe,  
9 in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying  
10 witness(es) the objector may call to testify at the Final Approval Hearing; and (e) provide true and  
11 correct copies of any exhibit(s) the objector intends to offer at the Final Approval Hearing. A written  
12 objection must be postmarked no later than the Response Deadline to be valid. Class Members may  
13 appear at the Final Approval Hearing, either in person or through the objector’s own counsel.

14           17.     Each Class Member may dispute the number of workweeks allocated to them in the  
15 Notice Packet by mailing a written dispute to the Settlement Administrator. A written dispute must be  
16 postmarked no later than the Response Deadline to be valid.

17           18.     At the Final Approval Hearing, the Court will determine whether the Settlement  
18 Agreement should be granted final approval as fair, reasonable, and adequate. The Court reserves the  
19 right to continue the date of the Final Approval Hearing without further notice to the Class Members.  
20 The Court also retains jurisdiction to consider all further applications arising out of or in connection  
21 with the Settlement Agreement.

22           19.     The Parties are ordered to carry out the Settlement Agreement according to the terms  
23 of the Settlement Agreement.

24           20.     Pending further orders of this Court, all proceedings in this matter, except those  
25 contemplated in this Preliminary Approval Order and in the Settlement Agreement, are stayed.

26           21.     The dates for future events contemplated herein and under the Settlement Agreement  
27 are set forth below:

28     ///

1	a.	Deadline for Defendant to deliver Class Data to Settlement Administrator	Within fifteen (15) business days after entry of the Preliminary Approval Order
2	b.	Deadline for Settlement Administrator to mail the Notice Packets to Class Members	Within fourteen (14) calendar days after Defendant's deadline to provide the Class Data to the Settlement Administrator
3	c.	Deadline for Class Members to send requests for exclusion, written objections, and/or disputes to the Settlement Administrator	Within forty-five (45) calendar days after the Settlement Administrator mails Notice Packet
4	d.	Deadline for Class Members to send requests for exclusion, written objections, and/or disputes to the Settlement Administrator if they receive remailed Notice Packets	Within an additional ten (10) days beyond the original Response Deadline
5	e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, Attorney Fee Award, Cost Award, and Class Representative Enhancement Payment	Within sixteen (16) Court days before Final Approval Hearing in conformity with Code of Civil Procedure section 1005
6	f.	Final Approval Hearing	December 5, 2023 at 3:00 p.m. in Department 23

**IT IS SO ORDERED.**

07/27/2023

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Honorable Brad Seligman  
Judge of the Superior Court

# **EXHIBIT A**

**NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT**

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

**TO: All hourly-paid or non-exempt employees employed by Security Systems Management Inc. (“Defendant”) within the State of California from November 13, 2017, through February 9, 2023.**

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

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

All hourly-paid or non-exempt employees employed by Defendant within the State of California from November 13, 2017, through February 9, 2023.

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

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

**WHAT INFORMATION IS IN THIS NOTICE**

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**1. Why Have I Received This Notice?**



The personnel records of Security Systems Management Inc. (“Defendant”) indicate that you may be a Class Member. The Settlement will resolve all Class Members’ Released Claims, as described below, from November 13, 2017, through February 9, 2023 (the “Class Period”).

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

The Court has determined that there is sufficient evidence to suggest that the proposed settlement may be fair, adequate, and reasonable and that any final determination of those issues will be made at the Final Approval Hearing.

The Court will hold a Final Approval Hearing concerning the proposed settlement on [date of final approval hearing] at [time a.m./p.m.], before the Honorable Brad Seligman of Department 23 at the Superior Court of California, County of Alameda, located at 1221 Oak Street, Oakland, California 94612.

**2. *What Is This Case About?***

Plaintiff Bryna Schaeffer commenced a class action in the Alameda County Superior Court (Case Number 22CV011135).

Plaintiff Bryna Schaeffer is referred to in this Notice as “Plaintiff.” Plaintiff’s actions against Defendant sought damages, restitution, statutory penalties, interest, costs, attorney’s fees and other relief based on the following alleged causes of action: (1) failure to pay overtime; (2) failure to provide meal period premiums; (3) failure to provide rest break premiums; (4) failure to pay minimum wages; (5) failure to timely pay final wages to terminated employees; (6) failure to comply with employee wage statement provisions of the Labor Code; (7) failure to reimburse business expenses; and (8) a violation of the Unfair Competition Law.

The Court has not made any determination as to whether the claims advanced by Plaintiff have any merit. Nor has it decided whether this case could proceed as a class or representative action. Instead, both sides agreed to resolve the Action with no decision or admission of who is right or wrong.

In other words, the Court has not determined that Defendant violated any laws, nor has it decided in favor of Plaintiff or Defendant; instead, both sides have agreed to resolve the Class Action with no decision or admission of who is right or wrong. By agreeing to resolve the Class Action, the parties avoid the risks and costs of a trial.

Defendant denies all allegations made by Plaintiff, individually and on behalf of Class Members, in the Class Action and denies liability for any wrongdoing with respect to the alleged facts or causes of action asserted in the Class Action. The settlement is not an admission by Defendant of any wrongdoing or an indication that any law was violated.

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**3. *Am I A Class Member?***

You are a Class Member if you are currently or were formerly employed by Defendant as a non-exempt employee in California at any time from November 13, 2017, through February 9, 2023 (the “Class Period”). If you qualify as a Class Member, you could receive money from the Class Action Settlement.

**4. *How Does The Class Action Settlement Work?***

In her Class Action, Plaintiff sued on behalf of herself and all other similarly situated employees who were employed by Defendant as hourly-paid or non-exempt employees in California at any time during the Class Period. Plaintiff and other current and former employees comprise a “Class” and are “Class Members.” The settlement of this Action resolves the Released Claims of all Class Members, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiff and Class Counsel believe the Settlement is fair and reasonable. The Court must also review the terms of the Settlement and determine if it is fair and reasonable to the Class. The Court file has the Settlement documents, which explain the Settlement in greater detail. If you would like copies of the Settlement documents, you can contact Class Counsel, whose contact information is below, and they will provide you with a copy free of charge.

**5. *Who Are the Attorneys Representing the Parties?***

<b>Attorneys for Plaintiff and the Class</b>	<b>Attorneys for Defendant</b>
<b>JUSTICE LAW CORPORATION</b> Douglas Han Shunt Tatavos-Gharajeh Christopher Peterson 751 N. Fair Oaks Avenue, Suite 101 Pasadena, California 91103 Telephone: (818) 230-7502 Facsimile: (818) 230-7259	<b>DILLINGHAM &amp; MURPHY LLP</b> Carla J. Hartley Jenny J. Liao 155 Sansome Street, Suite 700 San Francisco, CA 94104 Telephone: (415) 397-2700 Facsimile: (415) 397-3300

The Court has decided that Justice Law Corporation is qualified to represent the Class Members simultaneously for the purposes of this Settlement. Class Counsel is working on your behalf. If you want your own attorney, you may hire one at your own cost.

**6. *What Are My Options?***

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

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

- **DO NOTHING:** You do not have to do anything to receive payment under this Settlement.  
  
If you do nothing and the Court grants final approval of the Settlement, you will become part of the Class Action Settlement and will receive an Individual Settlement Share (explained below) based on the total number of workweeks you were employed by Defendant as an hourly-paid or non-exempt employee in California during the Class Period. You will release all the Released Claims, as defined in Section No. 9 below, and you will give up your right to pursue the Released Claims, as defined in Section No. 9 below.
- **OPT-OUT:** If you do not want to participate as a Class Member **and do not want to receive a class action settlement payment**, you may “opt-out,” which will not be part of this Class Action Settlement. If the Court grants final approval of the Settlement, you will not receive an Individual Settlement Share payment, and you will not give up the right to sue the Released Parties, including Defendant, for any the Released Claims as defined in Section No. 9 below.
- **OBJECT:** You can ask the Court to deny approval of this Settlement by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. You cannot both object to the Settlement and opt out of the case.

The procedures for opting out and objecting are set forth below in the sections entitled “How Do I Opt-Out or Exclude Myself From This Settlement” and “How Do I Object To The Settlement?”

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

If you do not wish to participate in the Class Action Settlement, **and do not want to receive an Individual Settlement Share payment**, you can exclude yourself from the Settlement (*i.e.*, “opt-out”) by sending an opt-out form by the date and to the address stated below. A form (“ELECTION NOT TO PARTICIPATE IN (‘OPT-OUT’ FROM) CLASS ACTION SETTLEMENT”) (“Exclusion Form”) has been provided to you along with this Notice, which can be used for this purpose; alternatively, you can submit your own written document that includes all the same information. If you opt-out of the Settlement, you will not be bound by the Class Action Settlement and therefore you will not release the claims set forth in Section No. 9. The Exclusion Form must be complete, signed, dated, and mailed by First-Class U.S. Mail, **postmarked no later than [REDACTED]** to: **Bryna Schaeffer v. Security Systems Management Inc. C/O Phoenix Class Action Administration Solutions, [INSERT ADDRESS]**.

If you received a re-mailed Class Notice, whether, by skip-trace or forwarded mail, you will have an additional ten (10) days to postmark an Exclusion Form from the original Response Deadline. The envelope that you received with this Class Notice should indicate whether the Class Notice has been forwarded or re-mailed. We encourage you to keep copies of all documents, including the envelope, in the event your compliance with the deadline is challenged.

The Court will exclude from the Class Action Settlement any Class Member who submits a complete and timely Exclusion Form as described in the paragraph above. Exclusion Forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Any Class Member who fails to submit a valid and timely Exclusion Form on or before the above-specified deadline shall be bound by all terms of the Settlement, release, and any Judgment entered in the Action if the Settlement receives final approval from the Court.

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

If you are a Class Member who does not opt-out of the Settlement, you may object to the Settlement, personally or through an attorney.

You may mail a written objection to the Settlement Administrator at [address] by [Response Deadline]. If you receive a re-mailed Class Notice, whether by skip-trace or forwarded mail, you will have an additional ten (10) days to postmark a written objection. If you choose to object in writing your objection must state: (1) the objecting person’s full name, address, and telephone number; (2) the words “Notice of Objection” or “Formal Objection;” (3) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (4) list identifying witness(es) the objector may call to testify at the Final Approval hearing; and (5) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing.

Class Members may appear at the Final Approval Hearing, either in person or through the objector’s own counsel even if they did not submit a written objection. Class Members’ timely and valid objections to the Settlement will be considered even if the objector does not appear at the Final Approval Hearing.

If the Court approves the settlement over objections, objecting Class Members will receive an Individual Settlement Share payment and will be bound by the terms of the Settlement.

Due to the COVID-19 pandemic the Court may not be open to the public for the Final Approval Hearing. If you wish to appear remotely to object, you should contact the Clerk of the Court two days in advance of the hearing for instruction on how to log into the Court’s videoconferencing system. The Court’s clerk may be reached by phone at (510) 267-6939 or email at Dept.23@alameda.courts.ca.gov

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

If the proposed Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt-out of the Settlement will be bound by the Court’s Final Judgment and will fully release and discharge Defendant and its past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents, attorneys, and any entities that may be considered joint employers (“Released Parties”). The Released Claims are as follows:

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## A. Released Claims.

The claims that Plaintiff and the other Participating Class Members are releasing in exchange for the consideration provided for by the Settlement are all causes of action and factual or legal theories that were alleged in the Complaints or reasonably could have been alleged based on the facts and legal theories contained in the operative Complaint, including all of the following causes of action: (1) violation of Labor Code section 510 and 1198 (Unpaid Overtime); (2) violation of Labor Code sections 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) violation of Labor Code section 226.7 (Unpaid Rest Period Premiums); (4) violation of Labor Code sections 1194 and 1197 (Unpaid Minimum Wages); (5) violation of Labor Code sections 201, 202, and 203 (Final Wages Not Timely Paid); (6) violation of Labor Code section 226(a) (Non-Compliant Wage Statements); (7) violation of Labor Code sections 2800 and 2802 (Unreimbursed Business Expenses); (8) violations of Business & Professions Code section 17200, *et seq.* (9) any other claims or penalties under the wage and hour laws pleaded in the Action; and (10) all damages, penalties, interest and other amounts recoverable under said causes of action under California, to the extent permissible, including but not limited to the California Labor Code as to the facts alleged in the Action, the applicable Wage Orders as to the facts alleged in the Complaint, and the California Unfair Competition Law (collectively, the “Released Claims”).

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

Defendant will pay, subject to Court approval, a Gross Settlement Amount of \$250,000 to cover the: (1) Individual Settlement Shares to all Settlement Class Members; (2) Class Representative Enhancement Payment of \$10,000 to Plaintiff; (3) Administration Costs of \$10,000 to the Settlement Administrator; and (4) Attorney Fee Award of \$83,333.33 and Cost Award of up to \$15,000 to Class Counsel supported by declaration.

After deducting the Class Representative Enhancement Payment, Administration Costs, Attorney Fee Award, and Cost Award, estimated at \$ [redacted] is the “Net Settlement Amount,” which shall be distributed to all Participating Class Members. The Settlement Administrator will use the Class Data provided by Defendant to calculate the Individual Settlement Shares for Participating Class Members. Specifically, the Settlement Administrator will first calculate the number of workdays worked by each Participating Class Members between their hire and termination dates and then divide the total number of workdays by 7 to get the number of weeks the Class Members worked during the Class Period. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to: (1) the number of weeks he or she worked in an hourly-paid or non-exempt capacity based on the Class data provided by Defendant, divided by (2) the total number of weeks worked by all Participating Class Members based on the same Class data, which is then multiplied by the Net Settlement Amount. Therefore, the value of each Participating Class Member’s Individual Settlement Share ties directly to the number of weeks that he or she worked.

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

If you believe the number of eligible workweeks records are incorrect, you may provide documentation and/or an explanation to show contrary information to the Settlement Administrator at [address] on or before [Response Deadline]. Any evidence submitted will be carefully weighed, and the Class Counsel and Defendant’s Counsel will make a final determination.

Twenty percent (20%) of your Individual Settlement Share payment will be treated as unpaid wages. Applicable taxes will be withheld from the wages portion of your Individual Settlement Share payment only and reported on an IRS Form W-2. The remaining eighty percent (80%) of your Individual Settlement Share will be treated as penalties, interest, and reimbursement and will be paid pursuant to an IRS Form 1099.

Defendant is expected to fund the Gross Settlement Amount in two annual payments. The first half will be funded within (7) calendar days after the Effective Final Settlement Date. The second half will be funded one year after that date. Your Individual Settlement share payment will be distributed within approximately fourteen (14) calendar days of the funding of the entire Gross Settlement Amount.

It is strongly recommended that upon receipt of your Individual Settlement Share check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, pay the amount of the Individual Settlement Share to the *cy pres* recipient Legal Aid At Work.

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

Class Counsel will be paid from the Gross Settlement Amount. Subject to Court approval, Class Counsel shall be paid an amount not to exceed 1/3 of the Gross Settlement Amount (or \$83,333.33) as the Attorney Fee Award, and up to \$15,000 as the Cost Award.

Defendant has paid all its own attorneys' fees and costs.

As set forth in Section No. 10 above, the Plaintiff will also be paid a Class Representative Enhancement Payment, subject to Court approval.

**12. How Do I Get More Information?**

**IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS OR WOULD LIKE ELECTRONIC COPIES OF DOCUMENTS RELATING TO THE CLASS ACTION OR THE SETTLEMENT**, you may contact Class Counsel listed above or the Settlement Administrator at the telephone number listed below, toll-free, or by visiting the Settlement Administrator's website [redacted]. Please refer to the "Security Systems Management Inc. class action settlement."

This Notice does not contain all the terms of the proposed Settlement or all the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Court at 1221 Oak Street, Oakland, California 94612, between 8:30 a.m. and 4:00 p.m.

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website known as "DomainWeb" at <https://eportal.alameda.courts.ca.gov/?q=node/388>. After arriving at the website, click the "Case Number Search" link, create an account, then enter 22CV011135 as the case number and click "SEARCH." Images of every document filed in the case may be viewed through the "Document Download" button at the top right of the page at a minimal charge.

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You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

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

-8-

Questions? Call the Settlement Administrator toll free at [phone number]

# **EXHIBIT B**



**ELECTION NOT TO PARTICIPATE IN (“OPT OUT” FROM) CLASS ACTION SETTLEMENT**

Superior Court of the State of California, County of Alameda

*Bryna Schaeffer v. Security Systems Management Inc.*

Case No. 22CV011135

**DO NOT SIGN OR SEND THIS DOCUMENT UNLESS YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT. IF YOU EXCLUDE YOURSELF, YOU WILL NOT RECEIVE ANY PAYMENT FROM THE SETTLEMENT.**

**THIS DOCUMENT MUST BE POSTMARKED NO LATER THAN \_\_\_\_\_, 2023. IT MUST BE SENT VIA REGULAR U.S. MAIL.**

PLEASE MAIL THIS EXCLUSION FORM VIA U.S. MAIL TO:

**SECURITY SYSTEMS MANAGEMENT INC. SETTLEMENT ADMINISTRATOR, C/O  
PHOENIX CLASS ACTION ADMINISTRATION SOLUTIONS [INSERT ADMINISTRATOR  
ADDRESS]**

**IT IS MY DECISION NOT TO PARTICIPATE IN THE CLASS ACTION REFERRED TO ABOVE, AND NOT TO BE INCLUDED IN THE CLASS OF PLAINTIFFS IN THAT ACTION. I UNDERSTAND THAT BY EXCLUDING MYSELF, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT.**

**I ALSO UNDERSTAND THAT IF I ELECT TO OPT OUT OF THIS CLASS ACTION SETTLEMENT, ANY CLAIMS I HAVE WILL NOT BE RELEASED.**

I confirm that I am and/or was employed by Security Systems Management Inc. and worked as a non-exempt employee of Security Systems Management Inc. in California during any part of the period of November 13, 2017 and February 9, 2023. I confirm that I have received and reviewed the Notice of Class Action Settlement in this action. I have decided to be excluded from the class, and I have decided **not** to participate in the proposed settlement.

Dated: \_\_\_\_\_

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Last Four Digits of Social Security  
Number)*

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*(Type or print name and former name(s))*

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**PROOF OF SERVICE  
1013A(3) CCP**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103.

On July 26, 2023, I served the foregoing document described as:

**AMENDED [PROPOSED] ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT AND SETTING HEARING FOR FINAL APPROVAL OF SETTLEMENT**

on interested parties in this action a true and correct copy thereof enclosed in a sealed envelope addressed as follows and to the email addresses as follows:

Jenny J Liao

[jjl@dillinghammurphy.com](mailto:jjl@dillinghammurphy.com)

Carla Hartley

[cjh@dillinghammurphy.com](mailto:cjh@dillinghammurphy.com)

**DILLINGHAM & MURPHY, LLP**

155 Sansome Street, Suite 700

San Francisco, California 94104

*Attorney(s)* for Defendant Security Systems Management, Inc.

**[X] BY OVERNIGHT CARRIER**

I placed such document in a General Logistics Systems (GLS) mailer addressed to the party or parties listed above with delivery fees fully pre-paid for next-business-day General Logistics Systems (GLS) delivery and caused it to be delivered to a General Logistics Systems (GLS) drop-off box before the pickup deadline on the stated date.


**[X] BY E-MAIL**


The above-referenced document was transmitted to the addressee(s) at the e-mail addresses listed herein, which are their most recently known e-mail addresses or e-mail addresses of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

**[X] STATE**

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 26, 2023, at Pasadena, California.

  
\_\_\_\_\_  
Bitty Minnis-Lemley

<b>SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA</b>	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	<b>FILED</b> Superior Court of California County of Alameda 07/27/2023
PLAINTIFF/PETITIONER: Bryna Schaeffer	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy
DEFENDANT/RESPONDENT: SECURITY SYSTEMS MANAGEMENT INC, a California corporation; and DOES 1 through 100, inclusive	A. Hewitt
<b>CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6</b>	CASE NUMBER: 22CV011135

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order Amended [Proposed] Order Preliminarily Approving Class Action Settlement and Setting Hearing for Final Approval entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Carla J. Hartley  
Dillingham & Murphy  
cjh@dillinghammurphy.com

Douglas Han  
Justice Law Corporation  
dhan@justicelawcorp.com

Dated: 07/27/2023

Chad Finke, Executive Officer / Clerk of the Court

By:



A. Hewitt, Deputy Clerk