

1 Anthony J. Orshansky, CA Bar No. 199364
anthony@counselonegroup.com
2 Alexandria R. Kachadoorian, CA Bar No. 240601
alexandria@counselonegroup.com
3 Justin Kachadoorian, CA Bar No. 260356
justin@counselonegroup.com
4 COUNSELONE, P.C.
9301 Wilshire Boulevard, Suite 650
5 Beverly Hills, CA 90210
Telephone: 310.277.9945
6 Facsimile: 424.277.3727

7 Attorneys for Plaintiff MICHAEL DEMERY

8 Rod M. Fliegel, Bar No. 168289
Alison S. Hightower, Bar No. 112429
9 LITTLER MENDELSON, P.C.
333 Bush Street
10 34th Floor
San Francisco, CA 94104
11 Telephone: 415.433.1940
Facsimile: 415.399.8490

12 Sherry Shavit, Bar No. 193222
13 Rania Afram, Bar No. 216930
THARPE & HOWELL, LLP
14 15250 Ventura Blvd., 9th Floor
Sherman Oaks, CA 91403
15 Telephone: 818.205.9955
Facsimile: 818.205.9944

16 Attorneys for Defendant
17 SECURITAS SECURITY SERVICES USA, INC.

18
19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
20 **FOR THE COUNTY OF ORANGE**

21 MICHAEL DEMERY, on behalf of himself
22 and others similarly situated,

23 Plaintiff,

24 v.

25 SECURITAS SECURITY SERVICES USA,
26 INC., a Delaware corporation, and DOES 1
through 50, inclusive,

27 Defendant.

Case No. 30-2019-01095304-CU-OE-CXC

[Assigned for all purposes to Hon. Peter Wilson]

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT**

Complaint Filed: September 6, 2019

1 This Joint Stipulation for Class Action Settlement (“**Joint Stipulation**,” “**Settlement**
2 **Agreement**,” or “**Settlement**”) is made and entered by and between Plaintiff Michael Demery
3 (“**Plaintiff**”), on behalf of himself and on behalf of others similarly situated, and Defendant Securitas
4 Security Services USA, Inc. (“**Defendant**”).

5 This Joint Stipulation shall be binding on Plaintiff and the class he purports to represent, and
6 Defendant and its successors and assigns, subject to the terms and conditions hereof and the approval
7 of the Court.

8 **THE PARTIES STIPULATE AND AGREE:**

9 1. Plaintiff and Defendant are collectively referred to as “**the Parties**.”

10 2. On March 27, 2018, Plaintiff sent a letter to Defendant asserting claims for violation
11 of the Fair Credit Reporting Act (FCRA), 15 U.S.C. §§ 1681, *et seq.*, and the California Investigative
12 Consumer Reporting Agencies Act (ICRAA) Cal. Civ. Code §§ 1786, *et seq.*, by procuring and using
13 consumer reports and/or investigative consumer reports to conduct background checks on Plaintiff
14 and a proposed class of job applicants without obtaining the requisite disclosures under the law.
15 Plaintiff also alleged that Defendant failed to comply with the pre-adverse action process required by
16 the FCRA and ICRAA. Defendant denies the putative class allegations and contends that it complied
17 with the statutory state and federal requirements and implements adequate policies and practices in
18 its hiring practices.

19 3. Thereafter the Parties exchanged information and documents and entered into a
20 tolling agreement to facilitate settlement negotiations.

21 4. On May 30, 2019, the Parties participated in a mediation session with Gig Kyriacou
22 and engaged in follow-up negotiations over the next several months.

23 5. The Parties were unable to reach a settlement, and on September 6, 2019, Plaintiff
24 filed a complaint in this Action.

25 6. On January 16, 2020, Plaintiff filed his First Amended Complaint (FAC), which is
26 the operative complaint.

27 7. On January 30, 2020, Defendant filed its Answer to the FAC.

28

1 8. On October 27, 2020, the Parties participated in a second mediation with Hunter
2 Hughes III, Esq., during which they reached an agreement in principle.

3 9. Before the mediation with Mr. Hughes, the Parties conducted discovery and
4 exchanged additional informal information and documents.

5 10. On November 10, 2020, the Parties entered into a settlement term sheet.

6 11. Subject to preliminary and final approval by the Court, the Parties have agreed to
7 settle and resolve all claims, causes of actions, and primary rights asserted in the lawsuit entitled
8 *Michael Demery v. Securitas Security Services USA, Inc.*, Civil Action No. 30-2019-01095304-CU-
9 OE-CXC, filed in the Superior Court of California for the County of Orange (“**Action**”), on these
10 terms.

11 12. Nothing in this Joint Stipulation, nor the fact of this Joint Stipulation itself, shall be
12 construed or deemed as an admission of liability, culpability, negligence, or wrongdoing by
13 Defendant. Nothing herein shall constitute an admission by Defendant that the Action was properly
14 brought as a class or representative action other than for settlement purposes. The settlement of the
15 Action, the negotiation and execution of this Joint Stipulation, and all acts performed or documents
16 executed under or in furtherance of this Joint Stipulation or the settlement: (i) are not, shall not be
17 deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability by
18 Defendant or of the truth of any of the factual allegations in the operative complaint; (ii) are not, shall
19 not be deemed to be, and may not be used as, an admission or evidence of any fault or omissions by
20 Defendant in any civil, criminal, or administrative proceeding in any court, administrative agency or
21 other tribunal; and (iii) are not, shall not be deemed to be, and may not be used as, an admission or
22 evidence of the appropriateness of these or similar claims for class certification or administration
23 other than to other than to administer this Joint Stipulation. This section and all other provisions of
24 this Joint Stipulation notwithstanding, any and all provisions of this Joint Stipulation may be admitted
25 in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Joint
26 Stipulation or in defense of any claims released or barred by this Joint Stipulation.

27 13. For purposes of this Joint Stipulation, the class shall be defined as follows:
28

1 All persons residing in the United States (including all territories and political
2 subdivision of the United States) on whom Defendant procured a consumer report or
3 investigative consumer report from and including June 29, 2016 through and
4 including October 2, 2018 who were not on-boarded by Defendant ("**Settlement
Class**").

5 Members of the Settlement Class are called "**Settlement Class Members.**" There are 80,388
6 Settlement Class Members.

7 14. For purposes of this Joint Stipulation, "**Class Counsel**" shall refer to Anthony J.
8 Orshansky, Alexandria R. Kachadoorian, and Justin Kachadoorian, CounselOne P.C., 9301 Wilshire
9 Boulevard, Suite 650, Beverly Hills, California 90210.

10 15. The settlement described herein will resolve fully and finally all Released Claims,
11 defined below, by all Settlement Class Members who do not opt out of the Settlement.

12 16. The Parties agree to the conditional certification of the Settlement Class for the sole
13 purpose of effectuating this Settlement. Should the Settlement not become final, for whatever reason,
14 the fact that the Parties were willing to stipulate to class certification as part of the Settlement shall
15 have no bearing on, and shall not be admissible in connection with, the issue of whether a class should
16 be certified in a non-settlement context or any other legal proceeding in any jurisdiction.

17 17. Solely to settle the Action only, the Parties stipulate and agree that the requisites for
18 establishing class certification have been met and are met. The Parties stipulate and agree that:

19 A. The Settlement Class Members are ascertainable and so numerous as to make
20 it impracticable to join all Settlement Class Members;

21 B. There are common questions of law and fact;

22 C. Plaintiff's claims are typical of the claims of the Settlement Class Members;

23 D. Plaintiff and Class Counsel will fairly and adequately protect the interests of
24 the Settlement Class Members;

25 E. The prosecution of separate actions by Settlement Class Members would
26 create the risk of inconsistent adjudications, which would establish incompatible standards of
27 conduct; and
28

1 F. Questions of law and fact common to the Settlement Class Members
2 predominate over individual questions, and a class action is superior to other available means for the
3 fair and efficient adjudication of the controversy.

4 18. Based on their own independent investigations and evaluations, the Parties and their
5 respective counsel believe that the settlement for the consideration and on the terms set forth in this
6 Joint Stipulation is fair, reasonable, and adequate, and is in the best interests of the Settlement Class
7 Members and Defendant, in light of all known facts and circumstances and the risks inherent in
8 litigation, including potential appeals.

9 19. The settlement embodied in this Joint Stipulation contemplates the (a) entry of an
10 order preliminarily approving the Settlement and approving certification of the Settlement Class
11 (“**Preliminary Approval Order**”); (b) entry of a final order approving settlement of the Action
12 (“**Final Approval Order**”); (c) entry of judgment (“**Final Judgment**”); (d) discharge of Defendant
13 from liability for any and all Released Claims relating to the Action; and (e) release by Plaintiff and
14 Settlement Class Members of the Released Claims alleged in the Action, as defined herein.

15 20. The Parties will seek preliminary and final approval of this Settlement as soon as
16 possible. Class Counsel shall prepare all paperwork necessary to obtain preliminary and final
17 approval. The Parties agree to cooperate in good faith to accomplish this objective.

18 **TERMS OF SETTLEMENT**

19 NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements set
20 forth herein, Plaintiff, individually and on behalf of the Settlement Class, on the one hand, and
21 Defendant, on the other hand, agree, subject to the Court’s approval, as follows:

22 21. It is agreed by and between Plaintiff and Defendant that any Released Claims, defined
23 below, arising out of the disputes which are the subject of the Action, and any claims of Plaintiff listed
24 herein, be settled and compromised as between the Settlement Class Members and Defendant, subject
25 to the terms and conditions set forth in this Joint Stipulation and the approval of the Court.

26 22. Settlement Payments to the Settlement Class Members: Within fourteen (14) calendar
27 days of the Final Effective Date, as defined below, Defendant will pay into a common fund the gross
28 settlement amount of Two Million One Hundred Seventy-Five Thousand Dollars and Zero Cents

1 (\$2,175,000.00) in full settlement of the individual and class claims as described in Paragraphs 49-52
2 below. This amount is called the “**Gross Settlement Fund.**” The Gross Settlement Fund is non-
3 reversionary, meaning that no portion of it shall revert to Defendant. Defendant shall not be required
4 to pay any amounts above the Gross Settlement Fund under any circumstances pursuant to this
5 Stipulation of Class Action Settlement.

6 23. “**Final Effective Date**” refers to the first date after all of the following events and
7 conditions have been met or have occurred: (i) the Court entered the Preliminary Approval Order; (ii)
8 the deadline for Settlement Class Members to submit a claim, opt out, or object to the Settlement
9 (“**Bar Date**”) has passed; (iii) the deadline has passed without action for counsel for the Parties to
10 terminate the Settlement Agreement; (iv) the Court entered a Final Approval Order and Final
11 Judgment and (a) the time for appeal expires, if no appeal has been filed, or (b) if a timely appeal is
12 filed, the final resolution of any appeal occurs, and the Final Approval Order has remained intact in
13 all material respects and is no longer subject to appeal. In this regard, it is the Parties’ intention that
14 the Settlement shall not become effective until the Court issues its Final Approval Order, and there is
15 no further recourse by an appellant or objector or any other party who seeks to contest the
16 Settlement. For example, if conditions (i) through (iii) are met and (iv)(a) applies, then the Final
17 Effective Date will be the first business day after the time for appeal expires; if (iv)(b) applies, the
18 Final Effective Date will be the first business day after the appellate process is exhausted. The Parties
19 agree the Court shall retain jurisdiction to enforce the terms of the Settlement Agreement.

20 24. Allocation Method of Settlement Payments: After deducting from the Gross
21 Settlement Fund payments for attorneys’ fees and costs, settlement administration fees, and payment
22 of Plaintiff’s service award, as approved by the Court, the settlement administrator will make *pro rata*
23 payments of the residual settlement funds (“**Net Settlement Fund**”) to each Settlement Class Member
24 who submits a timely and valid Claim Form (“**Individual Settlement Payment**”). The Claim Form
25 is intended to (1) give Settlement Class Members the option to elect between electronic payment or
26 paper check; and (2) reduce the overall settlement administration costs and thereby make more funds
27
28

1 available to Class Members. The Settlement Administrator will be responsible for issuing 1099 Forms
2 to the Settlement Class Members only if required by law.

3 25. Settlement Class Members shall have 120 calendar days to cash their settlement
4 checks. The Settlement Administrator shall remit any funds distributed to Settlement Class Members
5 who do not cash their checks within 120 days to Employment Rights Project at Bet Tzedek Legal
6 Services as the proposed *cy pres* recipient agreed to by the Parties subject to Court approval pursuant
7 to California Code of Civil Procedure Section 384, and the Settlement Class Member shall remain
8 bound by the Settlement.

9 26. Class Counsel Fees and Expenses: Defendant will not oppose an application at the
10 final fairness and approval hearing (“**Final Approval Hearing**”) for attorneys’ fees of up to one third
11 (1/3) of the Gross Settlement Fund by Class Counsel, subject to Court approval. Defendant also will
12 not oppose an application for reimbursement of litigation expenses from the common fund of up to
13 Thirty Thousand Dollars and Zero Cents (\$30,000.00) by Class Counsel, subject to Court approval.
14 This settlement is not conditioned upon Court approval of attorneys’ fees and costs in any amount,
15 and this Joint Stipulation shall remain in full force and effect even if the Court declines to award
16 attorneys’ fees in the amount requested by Class Counsel, and/or awards a lesser amount than the
17 amount requested by Class Counsel. Any money not approved by the Court for Class Counsel Fees
18 and Expenses shall be added to the Net Settlement Fund and be distributed to Settlement Class
19 Members. If Class Counsel appeals the Court’s attorneys’ fees, the administration of the Settlement,
20 including the distribution of the Gross Settlement Fund, will be stayed pending the outcome of the
21 appeal.

22 27. Class Representative Service Award: Defendant will not object to a service award
23 for Plaintiff of up to Five Thousand Dollars and Zero Cents (\$5,000.00) from the Gross Settlement
24 Fund for serving as the class representative, subject to Court approval. The service award reflects the
25 work Plaintiff has performed in assisting his counsel with this litigation and pursuing this litigation,
26 including telephonic conferences with counsel and assisting with drafting the Complaints. The
27 service award also reflects the work he shall perform through the approval process of this Joint
28 Stipulation. Any money not approved by the Court for the Class Representative Service Award shall

1 be added to the Net Settlement Fund and be distributed to Settlement Class Members. Plaintiff shall
2 be entitled to a Settlement Payment pursuant to Paragraph 24 in addition to, rather than in lieu of, a
3 court-approved service award. By executing this Settlement Agreement, Plaintiff shall be deemed to
4 have submitted a timely and valid Claim Form as required by Paragraph 40, below. To be eligible
5 for any service award, Plaintiff shall provide the Settlement Administrator with an executed W-9
6 form.

7 28. Tax Treatment of Attorneys' Fees, Class Representative Service Award and
8 Individual Settlement Payments: The Settlement Administrator will issue an IRS Form 1099 to Class
9 Counsel for the amount of the Class Counsel Fees and Expenses. The Settlement Administrator will
10 issue an IRS Form 1099 to Plaintiff for the amount of Plaintiff's Class Representative Service Award
11 and to all Settlement Class Members for their Individual Settlement Payments to the extent required
12 by law.

13 A. All Parties represent that they have not received, and shall not rely on, advice
14 or representations from other parties or their agents regarding the tax treatment of payments under
15 federal, state, or local law. In this regard, Defendant, Plaintiff, and Class Counsel make no
16 representations regarding the taxability of the Individual Settlement Payments.

17 B. Except as provided in Paragraph 26, each Party shall bear his, her, or its own
18 attorneys' fees, costs, and expenses incurred in the prosecution, defense, or settlement of the Action.

19 29. Preliminary Approval of Settlement:

20 A. Plaintiff shall file a Motion for Preliminary Approval in the Action requesting
21 that the Court enter the Preliminary Approval Order (as described in Paragraph 19). Plaintiff shall
22 propose the Preliminary Approval Order in substantially the form attached as **Exhibit 1**.

23 B. Class Counsel shall provide Defendant's Counsel with a reasonable
24 opportunity to review, and provide comments on, the Motion for Preliminary Approval of the
25 Settlement before the Motion for Preliminary Approval and supporting papers are filed with the
26 Court.

27 C. The Parties will cooperate in requesting a reasonable further stay of the Action
28 as needed to prepare the Joint Stipulation and Motion for Preliminary Approval of the Settlement,

1 and to complete the approval process necessary to obtain a Final Judgment. As a condition of
2 Settlement, the Court must stay the Action while the Parties prepare the Joint Stipulation and Motion
3 for Preliminary Approval. The Parties shall not serve discovery, nor be required to respond to any
4 written discovery or deposition notices, and all objections are reserved without prejudice.

5 30. Non-interference with Claims Procedure: The Parties and their counsel agree that
6 they shall not seek to solicit or otherwise encourage Settlement Class Members to submit requests for
7 exclusion or objections to the Settlement or to appeal from, attack or challenge the Final Approval
8 Order and Final Judgment.

9 **CLAIMS ADMINISTRATION**

10 31. The Parties shall agree on the appointment of a Settlement Administrator to provide
11 class notice and settlement administration. The Parties preliminarily approve CPT Group, Inc.
12 (“CPT”) as the Settlement Administrator, provided CPT agrees to the information security protocol
13 requested by Defendant or its counsel at least fourteen (14) calendar days prior to the filing of
14 Plaintiff’s Motion for Preliminary Approval. Defendant will not approve any administrator that has
15 not been vetted and approved by counsel for Defendant, including, but not limited to, regarding the
16 administrator’s information security practices and any past data breaches.

17 32. The costs for class notice and settlement administration incurred by the Settlement
18 Administrator shall be paid from the Gross Settlement Fund, subject to Court approval. Any money
19 not approved by the Court for class notice and claims administration shall be added to the Net
20 Settlement Fund and be distributed to Settlement Class Members.

21 33. The Settlement Administrator shall perform the following duties:

22 A. Send the Class Notice by email to each Settlement Class Member for whom
23 Defendant has an email address or, if an email address is unavailable, to any mailing address provided
24 by Defendant.

25 B. Skip trace and re-mail all returned, undelivered postal mail within seven (7)
26 calendar days of receiving notice that the mailing was undeliverable.

27 C. Establish a website posting information about the Settlement, including the
28 Long-Form Class Notice, and allowing for the submission of electronic claims.

1 D. Establish a live call center and an IVR call center providing pre-recorded
2 information regarding relevant topics.

3 E. Receive claims submitted by Settlement Class Members and communicating
4 with Settlement Class Members to resolve curable deficiencies with their claims.

5 F. Receive opt-outs and objections, if any, submitted by Settlement Class
6 Members.

7 G. Establish a Qualified Settlement Fund for the deposit of the settlement
8 proceeds and deposit those funds into such account upon receipt.

9 H. Coordinate with Defendant to research and/or investigate any disputes,
10 challenges, or objections submitted by Settlement Class Members.

11 I. Identify and report opt-outs.

12 J. Prepare and timely circulate a declaration of responses.

13 K. Prepare and timely circulate a declaration of compliance.

14 L. Identify any settlement checks that are not timely cashed in accordance with
15 the terms of this Joint Stipulation and provide such information to the Parties.

16 M. Confirm to the Parties the payments to be remitted by the Settlement
17 Administrator and mail or electronically deposit settlement checks to the Settlement Class Members,
18 the fees and expenses awarded to Class Counsel, and the service award to Plaintiff.

19 N. Provide written confirmation to the Parties when the Class Notice has been
20 sent pursuant to this Joint Stipulation.

21 O. Attempt to resolve any disagreement with Settlement Class Members,
22 including requesting any information or assistance from Defendant or Class Counsel that the
23 Settlement Administrator believes may assist in resolving the disagreement. Defendant's records
24 shall be presumed to be correct, which may only be rebutted by evidence, including any documentary
25 evidence, submitted by the Settlement Class Member.

26 P. Issue all required tax forms (*e.g.*, 1099s) and provide all required tax
27 reporting.

28

1 Q. All such other tasks required by this Joint Stipulation, as the Parties mutually
2 agree or as the Court orders.

3 **NOTICE TO THE SETTLEMENT CLASS**

4 34. The Parties agree that within fourteen (14) calendar days after the Court enters an
5 order granting preliminary approval of this Joint Stipulation, Defendant shall provide to the
6 Settlement Administrator all the following information about the Settlement Class Members in a
7 format requested by the Settlement Administrator: (1) name, (2) email address and telephone number
8 (where available) at the time a background report was requested, (3) if no email address is known,
9 mailing address at the time a background check was requested, and (4) social security number. The
10 Settlement Administrator will not divulge this class list or information on this list to Class Counsel or
11 any other attorney representing Plaintiff in this Action, other than the number of Settlement Class
12 Members in the class. The Settlement Administrator will keep the list strictly confidential, use it only
13 for the purposes described herein, and take adequate safeguards to protect confidential or private
14 information. Should the Settlement Administrator receive questions or inquiries from Settlement
15 Class Members regarding the Settlement, the Settlement Administrator shall, in the first instance,
16 refer the Settlement Class Members to the Long-Form Class Notice. If there are subsequent questions
17 or inquiries from the same Settlement Class Members, seeking information that is outside the scope
18 of the Long-Form Class Notice, the Settlement Administrator shall refer such Settlement Class
19 Members to Class Counsel. Prior to mailing any notices sent by First-Class U.S. Mail, the Settlement
20 Administrator will perform a search based on the National Change of Address Database information
21 to update and correct for any known or identifiable address changes.

22 35. Within twenty-one (21) calendar days after receipt of the class data list by the
23 Settlement Administrator, the Settlement Administrator shall send each Settlement Class Member the
24 Email Notice in the form attached hereto as **Exhibit 2** (or as modified by the Court) or, if no email
25 address is known, a Postcard Notice in the form attached hereto as **Exhibit 3** (or as modified by the
26 Court). The Settlement Administrator will create and maintain a website devoted to this Settlement
27 on which it will post the Long-Form Class Notice attached hereto as **Exhibit 4** (or as modified by the
28 Court). The Email, Postcard, and Long-Form Notices are referred to collectively herein as "**Class**

1 **Notice.**” The website created by the Settlement Administrator for this case will include a facility for
2 the electronic submission of claims.

3 36. Any mailed notices returned to the Settlement Administrator as non-delivered shall
4 be re-sent to the forwarding address, if any, on the returned postcard within seven (7) calendar days
5 of receiving notice that a Postcard Notice was undeliverable. If no forwarding address appears on the
6 postcard, then the Settlement Administrator shall perform a skip-trace on the Settlement Class
7 Member and mail the postcard notice to any current address found thereby within seven (7) calendar
8 days of receiving notice that a Postcard Notice was undeliverable. A returned Postcard Notice will be
9 re-sent only once by the Settlement Administrator. That Settlement Class Member will then have
10 until the Bar Date or ten (10) calendar days after the Postcard Notice is re-mailed, whichever is later,
11 to submit his or her Claim Form, opt-out, or object to the Settlement. Upon completion of these steps
12 by the Settlement Administrator, Defendant shall be deemed to have satisfied its obligation to provide
13 the Class Notice to Settlement Class Members.

14 37. Ten (10) calendar days before the Bar Date, the Settlement Administrator will send
15 an email reminder, or a postcard reminder to those Class Members with no valid email address or if
16 the emailed notice was not deliverable, in substantially the same form as **Exhibits 5 and 6**,
17 respectively, to any Settlement Class Member who has not submitted an opt-out or a Claim Form.

18 38. Within ten (10) calendar days after resolution of all deficient Claim Forms, the
19 Settlement Administrator shall provide Class Counsel and Defendant’s Counsel a declaration
20 containing information for seeking final approval of the Joint Stipulation, which shall include, *inter*
21 *alia*: confirming that the Class Notice and related forms were emailed and/or mailed to all Settlement
22 Class Members as required by this Joint Stipulation, the date(s) the Email Notices were emailed; the
23 number of emailed Email Notices; the number of undeliverable Email Notices; the date(s) the
24 Postcard Notices were mailed; the number of mailed Postcard Notices; the number of undeliverable
25 mailed Postcard Notices; and the number of valid claims submitted, the number of opt-out requests,
26 and objections, as well as any additional information Class Counsel deems appropriate to provide to
27 the Court.

28

1 39. Notice Period: Subject to court approval, each Settlement Class Member shall have
2 forty-five (45) calendar days from the date that the Settlement Administrator sends the Class Notice
3 to him or her, referred to herein as the Bar Date, to submit a claim, opt out, or object to the settlement.
4 Any opt-outs submitted after the Bar Date will not be honored.

5 40. Claims: To receive a Settlement Payment under Paragraph 24 above, Settlement
6 Class Members must submit a signed, complete, valid, and timely Claim Form in the form attached
7 hereto as **Exhibit 7** (or as modified by the Court) either electronically on the website created by the
8 Settlement Administrator for this Settlement or by mailing a Claim Form to the Settlement
9 Administrator and must not opt-out of the Settlement (“**Authorized Claimants**”). To be timely, a
10 Claim Form must be postmarked by or before the Bar Date or submitted electronically by 11:59:59
11 p.m. on the Bar Date. The deadline to submit claims shall be conspicuously stated on the Class Notice
12 and posted on the Settlement Administrator’s website for this Settlement. Settlement Class Members
13 who do not submit a signed, complete, valid, and timely, Claim Form will not be entitled to any
14 portion of the Net Settlement Sum, but otherwise will be bound by the terms of this Settlement.

15 A. Claim Forms that do not meet the requirements set forth in the Claim Form
16 instructions shall be rejected, though the Settlement Administrator will give notice to the Class
17 Member of the deficiency and fourteen (14) calendar days to respond to any such deficiency if
18 incomplete, not signed or illegible in whole or in part. Where a good faith basis exists, the Settlement
19 Administrator may reject a Settlement Class Member’s Claim Form for, among other reasons
20 (including those set forth in the Settlement Administration Protocol, attached hereto as **Exhibit 8**),
21 the following:

- 22 (a) Failure to fully complete and/or sign the Claim Form;
- 23 (b) Illegible Claim Form;
- 24 (c) The person submitting the Claim Form is not a Settlement Class
25 Member;
- 26 (d) The Claim Form is fraudulent;
- 27 (e) The Claim Form is duplicative of another Claim Form;

28

1 (f) The person submitting the Claim Form requests that payment be made
2 to a person or entity other than the Settlement Class Member for whom the Claim Form is submitted;

3 (g) Failure to submit a Claim Form by the Bar Date; and/or

4 (h) The Claim Form otherwise does not meet the requirements of this Joint
5 Stipulation.

6 B. The Settlement Administrator shall determine whether a Claim Form meets
7 the requirements set forth in this Joint Stipulation. Each Claim Form shall be submitted to and
8 reviewed by the Settlement Administrator, who shall determine (in accordance with this Joint
9 Stipulation and the Settlement Administration Protocol, attached hereto as **Exhibit 8**) the extent, if
10 any, to which the claim shall be allowed. The Settlement Administrator will give notice to the Class
11 Member of the deficiency and fourteen (14) calendar days to respond to any such deficiency.

12 C. Claim Forms that do not meet the terms and conditions of this Joint
13 Stipulation, after the Settlement Class Member has been notified of the deficiency and given fourteen
14 (14) calendar days to correct it, shall be promptly rejected by the Settlement Administrator. The
15 Settlement Administrator shall have seven (7) calendar days from the Bar Date or, in the case of a
16 deficient Claim Form, seven (7) calendar days from the deadline for the Settlement Class Member
17 to respond to the deficiency, to exercise the right of rejection. The Settlement Administrator shall
18 notify the Settlement Class Member using the contact information provided in the Claim Form of the
19 rejection. Class Counsel and Defendant's Counsel shall be provided with copies of all such
20 notifications to Settlement Class Members. If any Settlement Class Member whose Claim Form has
21 been rejected, in whole or in part, desires to contest such rejection, the Settlement Class Member
22 must, within ten (10) calendar days from receipt of the rejection, transmit to the Settlement
23 Administrator by e-mail or U.S. mail a notice and statement of reasons indicating the grounds for
24 contesting the rejection, along with any supporting documentation, and requesting further review by
25 the Settlement Administrator, in consultation with Class Counsel and Defendant's Counsel, of the
26 denial of the Claim Form. If Class Counsel and Defendant's Counsel cannot agree on a resolution
27 of the Settlement Class Member's notice contesting the rejection, the disputed Claim Form shall be
28

1 presented to the Court or a referee appointed by the Court for summary and non-appealable
2 resolution.

3 41. Claims Procedure:

4 A. Upon receipt of any Claim Form on or before the Bar Date, the Settlement
5 Administrator shall review the Claim Form to verify the information contained therein, to identify
6 any concerns about a fraudulent claim form or deficiencies, and to determine the eligibility of the
7 person submitting the Claim Form to receive an Individual Settlement Payment. In the event that a
8 Claim Form is defective or incomplete, the Settlement Administrator shall follow the process
9 specified above in Paragraph 40.

10 B. In the event the Settlement Administrator is unclear whether a deficiency
11 exists with a Claim Form, the Settlement Administrator shall send (via email) to Class Counsel and
12 Defendant's Counsel a copy of the Claim Form to be reviewed. The Parties agree to work in good
13 faith to determine whether the Claim Form should be deemed valid or deficient.

14 C. It shall be conclusively presumed that, if a Claim Form is not electronically
15 submitted or postmarked on or before the Bar Date, the Settlement Class Member did not return the
16 Claim Form in a timely manner. The only exception to this rule is if the postcard containing
17 information regarding the Settlement was mailed under the conditions set forth in Paragraph 36.
18 Notwithstanding the foregoing, however, Class Counsel and counsel for Defendant shall confer to
19 determine whether to permit distribution to Settlement Class Members for any Claim Form received
20 after the Bar Date.

21 D. Within four (4) calendar days after resolution of all deficient Claim Forms,
22 the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with the number
23 of Settlement Class Members that filed claims, opt-out notices, and/or objections and the total
24 amount of all Individual Settlement Payments to be made to Authorized Claimants. After receiving
25 the Settlement Administrator's report, Class Counsel and Defendant's Counsel shall jointly review
26 the same to determine if the calculation of payments to Authorized Claimants is consistent with this
27 Joint Stipulation.

28

1 42. Opt-Outs: Settlement Class Members wishing to opt out of the Settlement must send
2 a signed letter by U.S. Mail to the Settlement Administrator that includes (a) their full name, (b) the
3 last four digits of their social security number, and (c) a clear statement communicating that they elect
4 to be excluded from the Settlement Class, do not wish to be a Settlement Class Member, and elect to
5 be excluded from any judgment entered pursuant to the Settlement; and (d) the case name and case
6 number. Settlement Class Members must opt-out of the Settlement individually. So-called “mass”
7 or “class” opt outs, whether filed by third parties on behalf of a “mass” or “class” of Settlement Class
8 Members or multiple Settlement Class Members where no personal statement has been signed by each
9 and every individual Settlement Class Member, are not allowed and will have no force or effect in
10 this Action. Any opt-out must be postmarked on or before the opt-out deadline provided in the Court’s
11 Preliminary Approval Order. The date of the postmark on the return-mailing envelope shall be the
12 exclusive means used to determine whether an opt-out has been timely submitted. Members of the
13 Settlement Class who fail to submit valid and timely opt-outs on or before the date specified in the
14 Court’s Preliminary Approval Order shall be bound by all terms of this Joint Settlement and the Final
15 Order and Final Judgment. Any member of the Settlement Class who submits a timely opt-out may
16 not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under
17 this Joint Stipulation. No later than twelve (12) calendar days after the Bar Date, the Settlement
18 Administrator shall provide Class Counsel and Defendant’s Counsel with a complete list of the
19 Settlement Class Members who have effectively opted out of the Settlement together with copies of
20 the opt-out requests. The Settlement Administrator shall have authority to resolve, in good faith, any
21 disputes regarding the validity or timeliness of an opt-out to the Settlement. No person shall have any
22 claim against Defendant, Defendant’s Counsel, Plaintiff, Class Counsel, the Settlement Class, and/or
23 the Settlement Administrator based on any eligibility determinations, distributions, or awards made
24 in accordance with this Joint Stipulation. This provision does not affect or limit in any way the right
25 of review by the Court or referee of any disputed Claim Forms as provided in this Joint Stipulation.

26 43. Objections: Settlement Class Members who do not effectively opt out of the
27 Settlement as provided herein may object to the terms of the Settlement and participate at the Final
28 Approval Hearing. Settlement Class Members seeking to file a written objection to the terms of the

1 Settlement must submit the written objection to the Settlement Administrator and/or file it with the
2 Court and provide notice to all counsel identified in Paragraph 61 no later than forty-five (45) calendar
3 days after the original date on which the Settlement Administrator emails or mails the initial notice.
4 Written objections must be signed by the objector and must include (1) the name of the Action and
5 case number, “*Michael Demery v. Securitas Security Services USA, Inc.*, Civil Action No. 30-2019-
6 01095304-CU-OE-CXC”; (2) the objector’s name, address, telephone number, and email address; (3)
7 the basis upon which the objector claims to be a Settlement Class Member; (4) the grounds for the
8 objection, including supporting law or evidence, if any; (5) the name and contact information of
9 attorneys representing, advising, or assisting the objector in connection with the objection or who may
10 profit from the pursuit of the objection; and (6) a statement indicating whether the objector intends to
11 appear at the Final Approval Hearing personally or through counsel. Settlement Class Members who
12 fail to submit or file and serve a timely written objection in the manner specified above shall be
13 deemed to have waived any objections and shall be foreclosed from objecting to the terms of the
14 Settlement unless otherwise ordered by the Court. Settlement Class Members who wish to object to
15 the Settlement but preserve their right to receive an Individual Settlement Payment as outlined in
16 Paragraph 24 above must also timely submit a valid Claim Form. Any interested party can file a reply
17 to any objection to the Settlement no later than five (5) court days before the Final Approval Hearing,
18 or as otherwise directed by the Court. To the extent a timely objection is withdrawn before final
19 approval, such an objection shall be treated as though no objection has been made.

20 44. Administration Costs: Within seven (7) calendar days following the deadline to
21 submit claims, including those where the Class Notice was re-sent under Paragraph 36, the Settlement
22 Administrator shall provide the Parties with the Settlement Administrator’s total costs for providing
23 notice and claims administration (“**Administration Costs**”). The Administration Costs shall include
24 the reasonable fees, costs, and expenses the Settlement Administrator incurred or is anticipated to
25 incur in performing the services authorized in this Joint Stipulation for all Court-approved tasks,
26 including but not limited to: (a) sending to the putative class by email and/or mail all notices; (b)
27 establishing a website by which Settlement Class Members can submit claims online, ask questions
28 of the administrator, and elect to receive payment electronically; (c) updating addresses for

1 undeliverable mail and resending the notice; (d) collecting and validating claim forms; (e) monitoring
2 and collecting any opt-outs or requests for exclusion; (f) reporting to the Parties regularly on the
3 progress of the Settlement; (g) sending a reminder notice of the deadline(s) to submit claim forms and
4 opt out of the Settlement; (h) reporting to the Court, including preparation of required declarations;
5 (i) establishing a Qualified Settlement Fund; (j) making payments to Settlement Class Members,
6 Plaintiff, and Class Counsel of Court-approved funds; (k) establishing live call center support and an
7 IVR call center providing pre-recorded information regarding relevant topics; and (l) issuing all
8 required tax forms (e.g., 1099s) and providing all required tax reporting. All Administration Costs
9 shall be paid from the Gross Settlement Fund directly to the Settlement Administrator, anticipated not
10 to exceed Eighty-Eight Thousand Dollars and Zero Cents (\$88,000.00). Any overage of
11 Administration Costs beyond the anticipated amount of \$88,000.00 shall require Court approval, and
12 be deducted from, or credited against, the Gross Settlement Fund and shall cause a corresponding
13 deduction to the Net Settlement Fund.

14 45. Funding and Payment:

15 A. Within five (5) business days after the Final Effective Date, the Settlement
16 Administrator shall promptly provide written notice to Defendant's Counsel and Class Counsel of
17 the number of Authorized Claimants, the total amount to be distributed to the Authorized Claimants,
18 and the *pro rata* amount each Authorized Claimant will receive.

19 B. Within fourteen (14) calendar days of the Final Effective Date, Defendant
20 shall make a wire transfer to the Qualified Settlement Fund created by the Settlement Administrator
21 in the amount of the Gross Settlement Fund.

22 C. If approved by the Court, the Settlement Administrator shall cause the
23 Individual Settlement Payments, Class Representative Service Award, and Class Counsel Fees and
24 Expenses to be made within twenty-one (21) calendar days of the receipt of such funds.

25 D. The checks to Authorized Claimants shall be valid for one hundred and twenty
26 (120) calendar days. If an Authorized Claimant requests a check to be reissued within the 120-day
27 period, the Settlement Administrator will, upon confirming that the Authorized Claimant's check
28 was not cashed, reissue that Authorized Claimant's check. Reissued checks will be valid until the

1 later of (1) the end of the 120th calendar day period that the initial check was issued or (2) forty-five
2 (45) calendar days after the date of the reissued check, whichever is later. To the extent any check
3 is not deposited or cashed within one hundred and twenty (120) calendar days, or forty-five (45)
4 calendar days after the date of the reissued check, whichever is later, that amount shall be remitted
5 to a *cy pres* recipient agreed to by the Parties and approved by the Court.

6 E. Provided the Settlement Administrator has first received an executed IRS
7 W-9 form from Plaintiff, the Settlement Administrator shall distribute the court-approved Class
8 Representative Service Award to Plaintiff within fourteen (14) calendar days after receipt of the
9 Gross Settlement Fund.

10 F. Provided the Settlement Administrator has first received an executed IRS
11 Form W-9 from Class Counsel, and subject to court approval, payment of Class Counsel's Fees and
12 Costs shall be made by wire transfer by the Settlement Administrator to an account Class Counsel
13 designates within twenty-one (21) calendar days after receipt of the Gross Settlement Fund, provided
14 Class Counsel first provides the Settlement Administrator the requisite wire transfer instructions.
15 Upon payment of Class Counsel's Fees and Costs, Defendant shall have no other payment
16 obligations owed to Class Counsel relating to this case for any amount, individually or collectively,
17 directly or indirectly, unless ordered by the Court, including, by way of example and not by
18 limitation, a motion to enforce the terms of this Joint Stipulation. Defendant reserves the right to
19 oppose any fee request made in connection with any efforts to enforce the terms of this Joint
20 Stipulation, including, but not limited to, any motion to enforce the terms of this Joint Stipulation.

21 G. Defendant shall not be obligated to make any payments contemplated by
22 this Joint Stipulation unless and until the Court enters the Final Approval Order and Final Judgment,
23 and after the Final Effective Date of the Joint Stipulation, and no amounts will be owed or payable
24 until any appeals or other collateral attacks have lapsed or have been favorably resolved in favor of
25 the Settlement and no further appellate review of the Settlement is possible.

26 46. Defendant's Right to Terminate Joint Stipulation: If a total of three percent (3%)
27 or more of the Settlement Class Members timely opt out of the Settlement, Defendant may, but is not
28 required to, elect to void this Joint Stipulation within fourteen (14) calendar days after notification by

1 the Settlement Administrator of the number and identity of the total number of opt-out requests.
2 Defendant shall provide written notice of such withdrawal to Class Counsel. In the event that
3 Defendant elects to so withdraw, the withdrawal shall have the same effect as a termination of this
4 Joint Stipulation for failure to satisfy a condition of Settlement, and the Joint Stipulation shall become
5 null and void *ab initio* and have no further force or effect. In such event, Defendant will remain
6 obligated to fund the Gross Settlement Fund sufficiently to cover the reasonable and approved costs
7 of the Class Notice and administration up through the date of withdrawal. If Defendant terminates
8 the Joint Stipulation, or the Court denies final approval of the Settlement, the Parties agree to file a
9 joint stipulation to resume litigation of the Action.

10 47. Option to Void Settlement Agreement If Settlement Not Finalized: If, for any
11 reason, the Settlement set forth in this Joint Stipulation is not approved by the Court, in whole or in
12 part, or if preliminary or final approval is not given, in whole or in part, or a Final Judgment is not
13 entered, Plaintiff or Defendant, or the Parties collectively, have the right to elect to nullify and void
14 the Settlement, only after best efforts to overcome any differences fail as otherwise required by this
15 Agreement. In particular, Defendant may nullify and void the Joint Stipulation if any order of the
16 Court requires Defendant to pay more than the Gross Settlement Fund. Should an election to nullify
17 and void this Settlement be made, the orders and judgment to be entered under this Joint Stipulation
18 shall be vacated; the Parties will be returned to the status quo prior to entering into this Joint
19 Stipulation with respect to the Action, as if the Parties had never entered into this Joint Stipulation.
20 In addition, in such event, the Joint Stipulation and all negotiations, Court orders, and proceedings
21 relating thereto shall be without prejudice to the rights of any and all Parties hereto, and evidence
22 relating to the Joint Stipulation and all negotiations shall not be admissible or discoverable in the
23 Action or otherwise. If the Joint Stipulation is voided, the Party voiding the Agreement remains
24 obligated to pay settlement and claim administration costs incurred up to that date. If the Parties
25 collectively void the Agreement, they will be obligated to share that expense equally (fifty percent
26 (50%) borne by Plaintiff, and fifty percent (50%) borne by Defendant).

27 48. Best Efforts to Obtain Settlement Approval: The Parties shall use their best efforts
28 to obtain approval by the Court of the Settlement. If the Court does not grant preliminary or final

1 approval of the Settlement, the Parties shall meet and confer in good faith to remedy any deficiencies
2 identified by the Court. If, despite their best efforts, the Court does not grant approval of the
3 Settlement:

4 A. Defendant shall not be obligated to create or maintain any type of
5 settlement fund, and shall not be obligated to make any Individual Settlement Payment to any
6 Settlement Class Member, to any Authorized Claimant, to Class Counsel, or to Plaintiff.

7 B. This Joint Stipulation and all negotiations, Court orders, and proceedings
8 relating thereto shall be without prejudice to the rights of the Plaintiff, Settlement Class Members
9 and Defendant, each of whom shall be restored to their respective positions existing prior to the
10 execution of this Joint Stipulation, and evidence relating to the Joint Stipulation and all negotiations
11 shall not be discoverable or admissible in the Action or any other litigation for any reason of any
12 kind whatsoever.

13 C. Defendant will not have waived, and instead expressly reserves, its right
14 to challenge the continuing propriety of class certification for any purpose, and to raise any other
15 defense in the Action, without exception of any kind whatsoever.

16 D. This Joint Stipulation, the Preliminary Approval Order, nor any other
17 document in any way relating to any of the foregoing, shall be relied upon, referred to or used in any
18 way for any purpose in connection with any further proceedings in this Action or in any related
19 action, including class certification proceedings. The Parties agree and understand, however, that
20 none of these limitations apply to (a) any discovery conducted by either Party, and (b) any subsequent
21 information obtained by either Party in the normal course of discovery in this Action.

22 **RELEASE BY THE NAMED PLAINTIFF AND THE SETTLEMENT CLASS**

23 49. Class Release:

24 A. Upon the Court's entry of an order granting final approval of the Settlement,
25 Plaintiff, and Settlement Class Members who do not submit a valid and timely opt-out, shall release
26 the Released Parties from all claims and/or causes of action they have or may have arising out of or
27 relating to any and all allegations made in the pending Action, and all claims of any kind during the
28 period from and including June 29, 2016, through and including November 10, 2020, relating in any

1 way to, or arising out of, background check and/or consumer report disclosure and authorization
2 forms of any kind, based on the facts alleged in the Action, including but not limited to the Fair
3 Credit Reporting Act (“FCRA”), the California Consumer Credit Reporting Agencies Act
4 (“CCRAA”), the California Investigative Consumer Reporting Agencies Act (“ICRAA”), and
5 California Business and Professions Code section 17200, *et seq.* (“**Released Claims**”). The Released
6 Claims include claims under the FCRA and equivalent or corresponding state laws, including but not
7 limited to all statutory, compensatory, actual and punitive damages, restitution, declaratory,
8 injunctive and equitable relief, and attorneys’ fees and expenses, arising from or related to
9 background check and/or consumer report disclosure and authorization forms of any kind based on
10 the facts alleged in the Action, including the right to seek relief for such Released Claims by means
11 of a class action, collective action or mass action or proceeding. The Released Claims exclude any
12 claims Settlement Class Members have or may have relating to any adverse action violations
13 pursuant to FCRA section 1681b(b)(3)(A), Cal. Civ. Code sections 1785.20, 1785.20.5(b), Cal. Civ.
14 Code section 1786.40, and equivalent or corresponding state or local laws.

15 B. The Class Notice to the Settlement Class Members will inform the Settlement
16 Class Members that they are releasing FCRA and equivalent and corresponding state law claims,
17 including claims under the CCRAA and ICRAA. Claims of persons outside of the Settlement Class
18 who were screened after October 2, 2018 are not being released as part of this Settlement. It is
19 expressly intended and understood by the Parties that this Joint Stipulation is to be construed as a
20 complete and full settlement, accord, and satisfaction of the Settlement Class Members’ Released
21 Claims. No Settlement Class Member may circumvent the spirit and intent of this provision by
22 seeking to join in any way together with any other Settlement Class Members in any action
23 whatsoever, including any mass action under the Class Action Fairness Act or otherwise, that asserts
24 the Released Claims discussed in this Paragraph.

25 C. The Parties agree for settlement purposes only that, because the Settlement
26 Class is so numerous, it is impossible or impracticable to have each Settlement Class Member
27 execute this Joint Stipulation. Accordingly, the Class Notice will advise all Settlement Class
28

1 Members of the binding nature of the release and such notice shall have the same force and effect as
2 if each Settlement Class Member executed the Joint Stipulation.

3 50. Class Representative Release: On his own behalf only, Plaintiff releases and forever
4 discharges the Released Parties to the fullest extent permitted by law from any and all claims Plaintiff
5 has or may claim to have by reason or any cause, matter or thing whatsoever from the beginning of
6 the world to the date this Settlement is executed, including both known and unknown and suspected
7 and unsuspected claims and causes of action in addition to or different from those which he now
8 knows or believes to be true with respect to the allegations and subject matters in the Action, including
9 but not limited to any claims relating to his application for employment with Defendant. Plaintiff's
10 Released Claims include all claims released by Settlement Class Members and, in addition, includes
11 all claims relating to alleged adverse action violations pursuant to FCRA section 1681b(b)(3)(A), Cal.
12 Civ. Code sections 1785.20, 1785.20.5(b), and Cal. Civ. Code section 1786.40, and any other federal,
13 state or municipal law.

14 51. With respect to the foregoing release, Plaintiff expressly waives and relinquishes, to
15 the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California
16 Civil Code and understands that such section provides:

17 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
18 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
19 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
20 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
DEBTOR OR RELEASED PARTY.

21 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and
22 complete release and discharge, Plaintiff expressly acknowledges that this release is intended to
23 include in its effect, without limitation, all claims of whatever kind, whether known or unknown, and
24 that this release extinguishes all such claims. In executing this release, Plaintiff acknowledges that
25 he has each read this section, that he has had an opportunity to discuss it with his attorneys, and that
26 he voluntarily waives and relinquishes the provisions of Section 1542 of the California Civil Code.

27 52. Released Parties: "Released Parties" refers to Defendant and its past, present, and
28 future parent companies, holding companies, limited liability companies, affiliates, subsidiaries,

1 divisions, predecessors, successors, partners, owners, joint ventures, shareholders, insurers, reinsurers
2 and assigns, and each of its/their past, present and future officers, directors, members, managers,
3 trustees, subcontractors, customers, agents, employees, attorneys, contractors, representatives, plan
4 fiduciaries and/or administrators, divisions, units, branches, and any other persons or entities acting
5 by through, under or in concert with them, including any party that was or could have been named as
6 a defendant in the Action.

7 **DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL**

8 53. Final Approval:

9 A. Plaintiff will request, and Defendant will concur in the request, that the Court
10 enter, after the Final Approval Hearing, a Final Approval Order and Final Judgment. Class Counsel
11 shall draft the Final Approval Order and Final Judgment in a form that is consistent with this Joint
12 Stipulation, the Court's Order(s) and subject to Defendant's Counsel's prior review. Class Counsel
13 shall provide Defendant's Counsel with a reasonable opportunity to review, and provide comments
14 on, the Final Approval Order and Final Judgment of the Settlement at least seven (7) calendar days
15 before the Motion and supporting papers are filed with the Court. Plaintiff shall timely file in
16 advance of the Final Approval Hearing a Motion for Final Approval in the Action requesting that the
17 Court enter the Final Approval Order and Final Judgment:

18 (a) Approving the Settlement, adjudging the terms thereof to be fair,
19 reasonable, and adequate, and directing consummation of its terms and provisions;

20 (b) Approving Class Counsel's application for an award of attorneys' fees
21 and expenses;

22 (c) Approving the service award to Plaintiff;

23 (d) Approving the claims administration costs; and

24 (e) Entering judgment permanently barring and enjoining the Settlement
25 Class Members who did not effectively opt out from prosecuting against Defendant and the Released
26 Parties any individual or class claims released herein upon satisfaction of all payments and
27 obligations hereunder.

28 B. The Parties contemplate that the Court will hold a Final Approval Hearing at

1 which the Court will approve, in final, the Joint Stipulation, enter the Final Judgment, and make such
2 other final rulings as are contemplated by this Joint Stipulation. The date of the Final Approval
3 Hearing shall be set by the Court and notice of such hearing shall be provided to the Settlement Class
4 Members and in the Class Notice, although such hearing may be continued by the Court without
5 further notice to Settlement Class Members, other than those who are Objectors. To allow for all the
6 events set forth in this Joint Stipulation to occur, the Parties shall request the Court schedule the Final
7 Approval Hearing no sooner than 120 days after entering the Preliminary Approval Order, provided
8 all contests to rejections and all deficiencies in Claim Forms have been resolved pursuant to
9 Paragraphs 40 and 41, and Defendant has been provided its right to terminate the Agreement, if
10 applicable, pursuant to Paragraph 46. The Court may, in its discretion, schedule the Final Approval
11 Hearing virtually due to the ongoing COVID-19 pandemic.

12 **MISCELLANEOUS TERMS**

13 54. Parties' Authority: The signatories hereto hereby represent that they are fully
14 authorized to enter into this Joint Stipulation and bind the Parties hereto to the terms and conditions
15 thereof.

16 55. Confidentiality: The Parties agree to keep the terms of the Settlement confidential
17 until Plaintiff files the Motion for Preliminary Approval. Prior to filing of the Motion for Preliminary
18 Approval, Class Counsel shall not discuss the terms of the Settlement or the negotiations leading to
19 Settlement with any person other than Plaintiff. With the exception of court filings, no public
20 comment, communications to media, or any form of advertising or public announcement (including
21 social media) regarding the case shall be made by Plaintiff or his counsel at any time other than the
22 process to seek Court approval. Nothing in this agreement restricts, or is intended to restrict,
23 communications between Plaintiff, his counsel, and Settlement Class Members.

24 56. Continuing Jurisdiction: The Court shall retain continuing jurisdiction over the Action
25 to ensure the continuing implementation of the provisions of this Joint Stipulation. This Joint
26 Stipulation is enforceable pursuant to Code of Civil Procedure § 664.6.

27 57. No Prior Assignments: The Parties and their counsel represent, covenant, and warrant
28 that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign,

1 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
2 of action or rights herein released and discharged except as set forth herein.

3 58. No Admission: Nothing contained herein, nor the consummation of this Joint
4 Stipulation, is to be construed or deemed an admission of liability, culpability, negligence, or
5 wrongdoing on the part of Defendant. The Parties hereto have entered into this Joint Stipulation solely
6 with the intention to avoid further disputes and litigation with the attendant inconvenience and
7 expenses.

8 59. Enforcement Actions: In the event that one of the Parties institutes any legal action or
9 other proceeding to enforce the provisions of this Joint Stipulation or to declare rights and/or
10 obligations under it, the successful party shall be entitled to recover from the unsuccessful party
11 reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any
12 enforcement actions.

13 60. Governing Law, Jurisdiction, and Venue. This Joint Stipulation is made under the
14 laws of the State of California. The Parties agree and consent to the exclusive jurisdiction of the
15 courts of the State of California for all purposes regarding this Joint Stipulation and further agree and
16 consent that the venue of any action brought or subject to resolution hereunder shall be in the County
17 of Orange.

18 61. Notices: Unless otherwise specifically provided herein, all notices, demands or other
19 communications given hereunder shall be in writing and shall be deemed to have been duly given as
20 of the third business day after mailing, addressed as follows:

21 TO PLAINTIFF AND SETTLEMENT CLASS MEMBERS:

22 Anthony J. Orshansky, Esq.
23 anthony@counselonegroup.com
24 Alexandria R. Kachadoorian, Esq.
25 alexandria@counselonegroup.com
26 Justin Kachadoorian, Esq.
27 justin@counselonegroup.com
28 COUNSELONE, P.C.
9301 Wilshire Boulevard, Suite 650
Beverly Hills, CA 90210

TO DEFENDANT:

1 Rod M. Fliegel, Esq.
2 rfliegel@littler.com
3 Alison S. Hightower, Esq.
4 ahightower@littler.com
5 LITTLER MENDELSON, P.C.
6 333 Bush Street
7 34th Floor
8 San Francisco, CA 94104

6 Sherry B. Shavit, Esq.
7 sshavit@tharpe-howell.com
8 Rania Afram, Esq.
9 rafрам@tharpe-howell.com
10 THARPE & HOWELL, LLP
11 15250 Ventura Blvd., 9th Floor
12 Sherman Oaks, CA 91403

11 62. Captions and Interpretations: Paragraph titles or captions contained herein are
12 inserted as a matter of convenience and for reference and in no way define, limit, extend, or describe
13 the scope of this Joint Stipulation or any provision hereof. Each term of this Joint Stipulation is
14 contractual and not merely a recital.

15 63. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms
16 and conditions of this Settlement Agreement. Accordingly, this Joint Stipulation shall not be
17 construed more strictly against one Party than another merely by virtue of the fact that it may have
18 been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length
19 negotiations between the Parties, all Parties have contributed to the preparation of this Joint
20 Stipulation.

21 64. Representation by Counsel: The Parties acknowledge that they each have been
22 represented by counsel throughout all negotiations that preceded the execution of this Joint
23 Stipulation, and that this Joint Stipulation has been executed with the consent and advice of counsel.
24 Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Joint
25 Stipulation, and that after the Final Effective Date, Defendant may distribute funds to Settlement Class
26 Members who submit timely and valid Claim Forms, Class Counsel, and Plaintiff as provided by this
27 Agreement.

28 65. Modification: This Joint Stipulation may not be changed, altered, or modified, except
in writing and signed by the Parties hereto, and approved by the Court. This Joint Stipulation may not

1 be discharged except by performance in accordance with its terms or by a writing signed by the Parties
2 hereto. No rights hereunder may be waived except in writing.

3 66. Binding on Assigns: This Joint Stipulation shall be binding upon and inure to the
4 benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors,
5 assigns, and legal representatives.

6 67. Ongoing Cooperation: Plaintiff and Defendant, and each of their respective
7 counsel, shall execute all documents and perform all acts necessary and proper to effectuate the terms
8 of this Joint Stipulation. The executing of documents must take place prior to the Final Approval
9 Hearing.

10 68. Counterparts: This Joint Stipulation may be executed in counterparts by facsimile,
11 electronically or email and each counterpart shall be deemed an original, and, when taken together
12 with other signed counterparts, shall constitute one Joint Stipulation, which shall be binding upon and
13 effective as to all Parties.

14 69. Entire Agreement: This Joint Stipulation and exhibits attached hereto constitute the
15 full, complete, and entire understanding, agreement, and arrangement between Plaintiff and the
16 Settlement Class Members on the one hand and Defendant on the other hand with respect to the
17 Settlement of the Action and the Released Claims against the Released Parties. This Joint Stipulation
18 supersedes any and all prior oral or written understandings, agreements, and arrangements between
19 the Parties with respect to the Settlement of the Action and the Released Claims against the Released
20 Parties. Except those set forth expressly in this Joint Stipulation, there are no other agreements,
21 covenants, promises, representations or arrangements between the Parties with respect to the
22 Settlement of the Action and the Released Claims against the Released Parties.

23 70. Authorization by Plaintiff: Plaintiff authorizes Class Counsel to sign this Joint
24 Stipulation and further agrees not to request to be excluded from the Settlement Class and not to object
25 to any terms of this Joint Stipulation. Any such request for exclusion or objection shall therefore be
26 void and of no force or effect.

27
28

[SIGNATURES ON NEXT PAGE]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PLAINTIFF/CLASS REPRESENTATIVE

DATED: _____

MICHAEL DEMERY

Michael Demery

SECURITAS SECURITY SERVICES USA, INC.

DATED: May 19, 2021

SECURITAS SECURITY SERVICES USA, INC.

By: Michael Pope
(Print Name)

M Pope
(Signature)

Its: General Counsel
(Title)

APPROVED AS TO FORM:

DATED: May 20, 2021

By: 
Rod M. Fliegel
LITTLER MENDELSON, PC

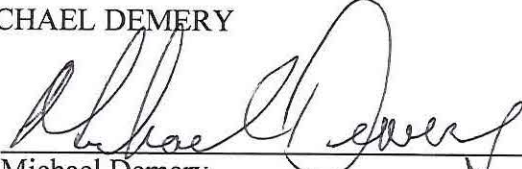
Attorneys for Defendant Securitas Security Services USA, Inc.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PLAINTIFF/CLASS REPRESENTATIVE

DATED: 5-19-21

MICHAEL DEMERY



Michael Demery

SECURITAS SECURITY SERVICES USA, INC.

DATED: _____

SECURITAS SECURITY SERVICES USA, INC.

By: _____
(Print Name)

(Signature)

Its: _____
(Title)

APPROVED AS TO FORM:

DATED: _____

By: _____
Rod M. Fliegel
LITTLER MENDELSON, PC

*Attorneys for Defendant Securitas Security
Services USA, Inc.*

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

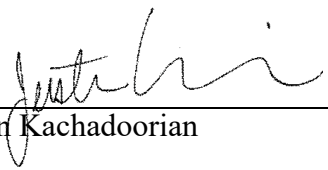
DATED: _____

By: _____

Sherry B. Shavit
THARPE & HOWELL, LLP

*Attorneys for Defendant Securitas Security
Services USA, Inc.*

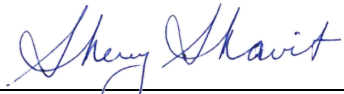
DATED: 5/20/21 _____

By:  _____
Justin Kachadoorian

*Attorneys for Plaintiff Michael Demery and the
Proposed Class*

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DATED: May 19, 2021

By: 
Sherry B. Shavit
THARPE & HOWELL, LLP

Attorneys for Defendant Securitas Security Services USA, Inc.

DATED: _____

By: _____
Justin Kachadoorian

Attorneys for Plaintiff Michael Demery and the Proposed Class