



**FILED**  
Superior Court of California  
County of San Francisco

**MAR 30 2016**

CLERK OF THE COURT  
BY: Greg R. Blalock  
Deputy Clerk

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SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO  
DEPARTMENT 305

GARRETT JENKINS, BUFORD BROWN,  
CRUZ CASTILLO, GERMAINE VAUGHN, and  
ROLLIAN FINCH, individually, and on behalf of  
all others similarly situated,

Plaintiffs,

v.

THE WHITESTONE GROUP, INC., and DOES 1  
through 50 inclusive,

Defendant.

Case No. CGC-14-541930

**JUDGMENT**

On March 30, 2016, this Court gave final approval to the class settlement and entered its Order Granting Final Approval of Class Action Settlement (the "Final Approval Order").

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Settlement Class is defined as:

All Whitestone employees in the State of California who worked in the positions of security guard and/or security officer at any time at any of the six Federal Aviation Administration sites (Mather, San Diego, Los Angeles, Palmdale, San Francisco, and Oakland) within the period from October 1, 2011 through September 30, 2012 (the "Settlement Class").

2. Two Settlement Subclasses are also certified solely for the purposes of settlement and are

1 described as follows:

2 (a) The "Non-Union Subclass," consisting of "All Whitestone employees in the State of  
3 California who worked in the positions of security guard and/or security officer at any of  
4 the four Federal Aviation Administration sites (Mather, San Diego, Los Angeles, and  
5 Palmdale) where security guards were not unionized between October 1, 2011 and  
6 September 30, 2012," and

7 (b) The "Union Subclass," consisting of "All Whitestone employees in the State of  
8 California who worked in the positions of security guard and/or security officer at any of  
9 the two Federal Aviation Administration sites (San Francisco and Oakland) where security  
10 guards were unionized between October 1, 2011 and September 30, 2012."

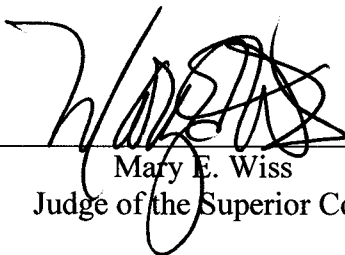
11 3. The Court finds that Mark Finigan properly excluded himself from the Settlement Class, is  
12 not to be considered a member of the Settlement Class, and shall not be bound by this settlement or this  
13 Judgment.

14 4. Plaintiffs Garrett Jenkins, Buford Brown, Cruz Castillo, Germaine Vaughn, and Rollian  
15 Finch and the Settlement Class shall take nothing from their Complaint in this action except as set forth in  
16 (i) the Settlement Agreement, attached hereto as Exhibit 1, (ii) the Final Approval Order, and (iii) the  
17 Order Awarding Attorney's Fees, Costs, Incentive Awards, and Administration Costs, filed March 30,  
18 2016.

19 5. Pursuant to the Settlement Agreement, California Code of Civil Procedure Section 664.6  
20 and Rule 3.769(h) of the California Rules of Court, this Court retains jurisdiction over plaintiffs Garrett  
21 Jenkins, Buford Brown, Cruz Castillo, Germaine Vaughn, and Rollian Finch and the Settlement Class,  
22 and defendant The Whitestone Group, Inc. to enforce the terms of the Settlement Agreement, the Final  
23 Approval Order, and this Judgment.

24 IT IS SO ORDERED.

25 Dated: March 30, 2016

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Mary E. Wiss  
Judge of the Superior Court

# Exhibit 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SAN FRANCISCO

GARRETT JENKINS, BUFORD BROWN,  
CRUZ CASTILLO, GERMAINE VAUGHN,  
and ROLLIAN FINCH individually, and on  
behalf of all others similarly situated,

Plaintiffs,

vs.

THE WHITESTONE GROUP, INC., and  
DOES 1 through 50 inclusive,

Defendants.

) CASE NO. CGC 14-541930

) PROPOSED CLASS ACTION

) *[Assigned for All Purposes to Honorable*  
) *Mary E. Wiss, Dept. 305]*

) **STIPULATION AND AGREEMENT**  
) **TO SETTLE PUTATIVE CLASS**  
) **ACTION**

1                                   **STIPULATION RE: CLASS ACTION SETTLEMENT AGREEMENT**

2           This Stipulation re: Class Action Settlement Agreement (the “Agreement”), is entered  
3 into between Plaintiffs Garrett Jenkins (“Jenkins”), Buford Brown (“Brown”), Cruz Castillo,  
4 (“Castillo”), Germaine Vaughn (“Vaughn”), and Rollian Finch (“Finch”) (collectively,  
5 “Representative Plaintiffs”), individually, and on behalf of all others similarly situated (“Class  
6 Members” as defined below), on one hand, and Defendant The Whitestone Group, Inc.  
7 (“Whitestone”) on the other hand (collectively the Representative Plaintiffs, Class Members, and  
8 Whitestone are referred to as the “Parties”), in the lawsuit entitled *Garrett Jenkins, Buford*  
9 *Brown, Cruz Castillo, Germaine Vaughn, and Rollian Finch, et al. v. The Whitestone Group,*  
10 *Inc.*, San Francisco County Superior Court Case No. CGC-14-541930 (the “Lawsuit”). This  
11 Agreement resolves all claims that were asserted or could have been asserted against Whitestone  
12 pertaining to the claims in the Lawsuit.

13           This Agreement was reached after a mediation before Mark S. Rudy, Esq., of Rudy,  
14 Exelrod, Zieff, & Lowe, LLP and arms-length settlement negotiations between counsel for the  
15 Parties. Before the mediation and negotiations, Whitestone produced collective bargaining  
16 agreements, employment agreements, payroll records, and employee payroll data pertaining to  
17 the putative Class Members sufficient to enable the Representative Plaintiffs and their counsel,  
18 Matthew C. Helland and Daniel S. Brome with Nichols Kaster, LLP and Bryan Schwartz and  
19 Adetunji Olude with Bryan Schwartz Law (“Class Counsel”), to rigorously evaluate the strengths  
20 and risks of the case, and perform an analysis of the potential damages arising from the claims  
21 made in this case.

22           This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge  
23 and settle the “Released Claims” (as defined below) pertaining to the “Released Parties” (as  
24 defined below) upon and subject to the terms and conditions contained herein. This Agreement,  
25 which is contingent upon Final Court approval, contains the essential terms of the Parties’  
26 agreement. The Representative Plaintiffs and Class Counsel believe, and the Parties have  
27 agreed, that the settlement set forth in this Agreement confers substantial benefits upon the Class  
28 Members. Class Counsel has determined that the settlement set forth in this Agreement is fair

1 and reasonable to Class Members and is in their best interest. The Representative Plaintiffs and  
2 Whitestone have also settled the Representative Plaintiffs' individual claims, the terms of which  
3 are also memorialized in this Agreement. Pursuant to California Rule of Court 3.770, judgment  
4 shall be entered in the Lawsuit upon Final approval of this Agreement and proposed settlement  
5 by the Court.

#### 6 I. THE LAWSUIT

7 On September 30, 2014, Plaintiffs Jenkins, Brown, Castillo, and Vaughn, on behalf of  
8 themselves and others similarly situated, filed the Lawsuit against Whitestone. The Complaint  
9 asserted various wage and hour claims under California law, including the following causes of  
10 action: (1) Failure to Provide Meal and Rest Periods (Labor Code section 226.7 and section 512);  
11 (2) Failure to Pay Wages Timely (Labor Code section 201 and section 202); (3) Failure to  
12 Provide Accurate Wage Statements (Labor Code section 226); and (4) Unfair Business Practices  
13 (Business & Professions Code section 17200 *et seq.* In the Lawsuit, the Plaintiffs Jenkins,  
14 Brown, Castillo, and Vaughn sought for themselves and Class Members damages, interest,  
15 penalties, restitution, declaratory relief, and attorneys' fees and costs. On November 5, 2014,  
16 Whitestone filed a Notice of Removal, removing the case to federal court. Whitestone then filed  
17 its Answer in the Lawsuit, denying all of the substantive claims and causes of action asserted by  
18 Plaintiffs Jenkins, Brown, Castillo, and Vaughn, and asserted various Affirmative Defenses to  
19 the same. On June 1, 2015, the Parties executed a short-form Memorandum of Understanding  
20 outlining the settlement terms agreed to through mediation. On June 30, 2015, the Parties,  
21 through their counsel, executed a long-form stipulation of settlement. On August 18, 2015, the  
22 case was remanded to State Court. On September 30, 2015, the Court held a hearing on  
23 preliminary approval, and raised certain concerns regarding the settlement agreement. On  
24 October 20, 2015, Whitestone stipulated for Plaintiffs Jenkins, Brown, Castillo, and Vaughn to  
25 file a First Amended Complaint to add Rollian Finch as an additional Plaintiff. This Agreement  
26 is intended to reflect the terms agreed to by all Representative Plaintiffs and Whitestone,  
27 including those terms previously agreed to at mediation while addressing the Court's concerns.

28 In conjunction with the execution of this Agreement, Plaintiffs Jenkins, Brown, Castillo,

1 and Vaughn, will file an Amended Complaint, adding Rollian Finch, as a class representative  
2 who worked for Defendant at a union facility, and asserting subclasses of unionized and non-  
3 unionized workers.

## 4 II. STATEMENT OF NO ADMISSION OR LIABILITY

5 Whitestone continues to deny any and all liability to the Representative Plaintiffs and to  
6 the Class Members, and denies that Whitestone has violated any laws, including without  
7 limitation, sections of the California Labor Code, the California Business & Professions Code,  
8 and any IWC Wage Orders referred to above or raised in the Lawsuit. Whitestone also denies all  
9 charges of wrongdoing or liability against it arising out of the conduct, statements, acts or  
10 omissions alleged or which could have been alleged in the Lawsuit. Whitestone denies that they  
11 or any of their respective officers, directors, members, employees, managers, shareholders,  
12 attorneys or representatives have engaged in any Labor Code or Business & Professions Code  
13 violation, or that they have engaged in any other unlawful conduct as alleged in the Lawsuit.  
14 Whitestone also denies, *inter alia*, that the Representative Plaintiffs or the Class Members were  
15 harmed by the conduct alleged in the Lawsuit. Whitestone further denies that the Lawsuit is  
16 properly maintainable as a collective action.

17 Whitestone has nonetheless concluded that the Lawsuit could be protracted and  
18 expensive, and that it is desirable that the Lawsuit be fully and finally settled in the manner and  
19 upon the terms and conditions set forth in this Agreement in order to limit further expense and  
20 inconvenience; to dispose of burdensome and potentially protracted litigation; and to permit the  
21 operation of Whitestone's business without further expensive litigation and the diversion of  
22 Whitestone's personnel with respect to the matters at issue in the Lawsuit. Whitestone has also  
23 taken into account the uncertainty and the risks inherent in any litigation, especially in complex  
24 cases like this Lawsuit, and has, therefore, determined that it is desirable and beneficial that the  
25 Lawsuit be settled in the manner and upon the terms and conditions set forth in this Agreement.

26 This Agreement does not constitute and shall not be deemed to be a finding or  
27 determination by the Court, nor an admission by any party, regarding the merits, validity or  
28 accuracy of any of the allegations, claims or defenses. This Agreement represents the

1 compromise of disputed claims that the Parties recognize would require protracted and costly  
2 litigation to adjudicate. Whitestone's entry into and consent to this Agreement are not and may  
3 not be used by any person in any proceeding as an admission or evidence that Whitestone and/or  
4 their officers, employees, managers, and/or attorneys have on any occasion engaged in illegal  
5 employment practices or any other unlawful conduct, such being expressly denied.

6         Neither this Agreement nor the settlement, nor any act performed or document executed  
7 pursuant to or in furtherance of this Agreement or the settlement: (i) is or may be deemed to be  
8 or may be used as an admission of, or evidence of, the validity of any Released Claim (as defined  
9 below), or of any wrongdoing or liability of Whitestone or any of the Released Parties (as  
10 defined below), or of the propriety of the Class Counsel's maintaining this Lawsuit as a  
11 collective action; or (ii) is or may be deemed to be or may be used as an admission of, or  
12 evidence of, any fault or omission of Whitestone in any civil, criminal or administrative  
13 proceeding in any court, administrative agency or other tribunal, other than in such proceedings  
14 as may be necessary to consummate or to enforce this Agreement, the settlement or the  
15 Judgment, except that Whitestone may file this Agreement or the Judgment in any action that  
16 may be brought against it in order to support a defense or counter claim based on principles of  
17 *res judicata*, *collateral estoppel*, release, judgment bar or reduction or any other theory of claim  
18 preclusion or similar defense or counterclaim. The Parties themselves agree not to introduce,  
19 use, or admit this Agreement, directly or indirectly, in this case or any other judicial, arbitral,  
20 administrative, investigative or other forum or proceeding, as purported evidence of any  
21 violation of any state, or local law, statute, ordinance, regulation, rule or executive order, or any  
22 obligation or duty at law or in equity, or for any other purpose. Notwithstanding the foregoing,  
23 this Agreement may be used in any proceeding before the Court that has as its purpose the  
24 interpretation, implementation, approval, or enforcement of this Agreement or any orders or  
25 judgments of the Court entered in connection with the Lawsuit.

26         None of the documents produced or exchanged in discovery or during the Lawsuit are  
27 intended to constitute, an admission by Whitestone of any violation of any state, or local law,  
28 statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in

1 equity.

2 **III. STIPULATION OF CLASS CERTIFICATION UNDER CALIFORNIA CODE**  
3 **OF CIVIL PROCEDURE SECTION 382**

4 Pursuant to California's Code of Civil Procedure ("CCP") § 382, Whitestone hereby  
5 consents, solely for purposes of this Agreement and proposed settlement, to the conditional  
6 certification of a Section 382 Class Action based on the State Law Claims consisting of no more  
7 than 88 individuals, (known as "Class Members"):

8 "All Whitestone employees in the state of California who worked  
9 in the positions of security guard and/or security officer at any time  
10 at any of the six Federal Aviation Administration sites (Mather,  
11 San Diego, Los Angeles, Palmdale, San Francisco, and Oakland)  
12 within the period from October 1, 2011 through September 30,  
13 2012."

14 Whitestone hereby further consents, solely for the purposes of this Agreement and  
15 proposed settlement, to the conditional certification, under Section 382, of two subclasses: the  
16 Non-Union Subclass, consisting of those individuals who **were not** covered by any collective  
17 bargaining agreements during their employment with Whitestone, and the Union Subclass,  
18 consisting of those individuals who **were** covered by a collective bargaining agreement during  
19 their employment with Whitestone. The "Non-Union Subclass" includes workers employed at  
20 the San Francisco and Oakland locations. The Parties will separately stipulate the filing of an  
21 Amended Complaint to plead these subclasses and to add a representative for the Union  
22 Subclass.

23 **IV. SETTLEMENT AMOUNT**

24 For and in consideration of the mutual covenants contained herein, the Parties agree,  
25 subject to approval by the Court, that Whitestone shall, subject to the conditions and releases set  
26 forth herein, pay the amount of Three Hundred Thousand Dollars (\$300,000) (the "Total  
27 Settlement Amount"), on an "all-in," non-reversionary basis to settle the claims asserted in the  
28 Lawsuit. The Total Settlement Amount will be used to pay: (1) all class member payments, (2)  
class representative enhancements, (3) attorneys' fees and costs to be paid to Class Counsel for  
the Representative Plaintiffs and Class Members; and (4) payment to a third party Claims

1 Administrator for Administration Costs. Counsel for the Parties will jointly select a suitable,  
2 experienced "Claims Administrator," soliciting bids from at least three different claims  
3 administrators. All costs associated with notice to the Class Members regarding the settlement,  
4 all costs associated with administering the claims procedure, and all costs associated with  
5 distribution of the Individual Settlement Amounts to the Representative Plaintiffs (collectively,  
6 "Administration Costs") shall be paid from the Total Settlement Amount.

7 Whitestone shall also be responsible for paying the employer's share of all payroll taxes  
8 customarily and ordinarily paid by employers, such as FICA and FUTA / SUTA. The payment  
9 of these taxes is not included in the Total Settlement Amount.

10 Whitestone shall deliver the Total Settlement Amount and the full amount required for  
11 the employer's share of payroll taxes to the third-party Claims Administrator no later than fifteen  
12 (15) days after the Court's entry of Final Approval, unless any timely objections have been filed  
13 with the Court; in which case, the Total Settlement Amount and the full amount required for the  
14 employer's share of payroll taxes shall be due to the third-party Claims Administrator no later  
15 than fifteen (15) days after the expiration of the date for appeal; or if an appeal is filed, no later  
16 than fifteen (15) days after the resolution of the appeal.

17 Whitestone will not receive reversion of any part of the Total Settlement Amount, unless  
18 the settlement is not finally approved by the Court with terms materially identical to the terms  
19 articulated herein. In the event the settlement is not given final approval by the Court,  
20 Whitestone will bear only the already-accrued cost of the third party Claims Administrator.

21 Upon payment of the amounts set forth above, Whitestone will have no further monetary  
22 obligation hereunder to the Representative Plaintiffs or the other members of the Settlement  
23 Class, or to Class Counsel.

24 **V. FEES AND COSTS OF COUNSEL FOR THE REPRESENTATIVE**  
25 **PLAINTIFFS AND CLASS MEMBERS**

26 Whitestone will not oppose Class Counsel's request for fees, which are not to exceed  
27 one-third (33%) of the Total Settlement Amount. Whitestone also will not oppose Class  
28 Counsel's requests for reimbursement of costs, up to \$9,500 (separate and apart from Costs of

1 Administration). These amounts will include all attorneys' fees, costs, and expenses directly or  
2 indirectly related to the Lawsuit, which includes all such fees, costs and expenses incurred to  
3 date, as well as all such fees, costs and expenses which may hereafter be incurred in  
4 documenting the Agreement and the proposed settlement herein, monitoring and securing the  
5 Court's Preliminary and Final approval of the Agreement and the proposed settlement, obtaining  
6 entry of judgment in the Lawsuit, and handling any future work concerning the Agreement, the  
7 proposed settlement, or entry of judgment in the Lawsuit.

8 The Parties agree that the Court's approval or denial of any request for attorney's fees  
9 and costs are not material conditions to this Agreement, and are to be considered by the Court  
10 separately from the relief to the Class Members, which shall be based on reasonableness,  
11 adequacy, and good faith in settlement. If the Court does not approve attorneys' fees, costs and  
12 expenses, all other terms of this Agreement will remain in full force and effect. Any order or  
13 proceeding relating to the application by Class Counsel for an award for fees and costs shall not  
14 operate to terminate or cancel this Agreement. To the extent the Court awards less than the  
15 amount of attorney's fees and costs requested by Class Counsel, the remaining amount will be  
16 redistributed amongst participating Class Members on a *pro rata* basis.

17 **VI. CLASS REPRESENTATIVE PLAINTIFFS' ENHANCEMENT & RELEASE**

18 Whitestone will not oppose Class Counsel's request for an enhancement to the  
19 Representative Plaintiffs, (Jenkins, Brown, Castillo, Vaughn, and Finch), not to exceed Two  
20 Thousand Five Hundred Dollars (\$2,500) each, to be paid out of the Total Settlement Amount.  
21 The Parties agree that the Court's approval or denial of any request for a class representative  
22 enhancement is not a material condition to this Agreement, and is to be considered by the Court  
23 separately from the relief to the Class Members, which shall be based on reasonableness,  
24 adequacy, and good faith in settlement. Any order or proceeding relating to the application by  
25 the Class Counsel of an award for a class representative enhancement shall not operate to  
26 terminate or cancel this Agreement. To the extent the Court awards less than the amount of the  
27 requested for a class representative enhancement amount, the remaining amount will be  
28 redistributed amongst participating Class Members on a *pro rata* basis. The Representative

1 Plaintiffs will also be entitled to their settlement allocation, as described in Section VIII, *infra*.

2           Upon Final Approval, for and in consideration of the mutual promises, terms and  
3 agreements between the Representative Plaintiffs, on the one hand, and Whitestone, on the other  
4 hand, set forth herein, the sufficiency of which consideration is hereby acknowledged, the  
5 Representative Plaintiffs, on behalf of themselves, their heirs, spouses, executors, administrators,  
6 attorneys, agents and assigns, hereby fully, finally and forever generally release and discharge  
7 Whitestone, and their respective parents, subsidiaries, affiliates, officers, directors, managers,  
8 employees, shareholders, insurers and attorneys (collectively, the “Released Parties”) from any  
9 and all claims, demands, causes of action, suits, liabilities, assessments, judgments, obligations  
10 of any kind, whether known or unknown, including without limitation those claims or causes of  
11 action that they asserted or could have asserted in the Lawsuit, based on the facts alleged in the  
12 Lawsuit, and arising from the alleged failure to provide meal periods and rest breaks, alleged  
13 waiting time penalties, alleged failure to provide accurate itemized wage statements, alleged  
14 violations of the California Labor Code, and California Business and Professions Code based  
15 upon such alleged conduct and omissions, from the period of October 1, 2011 through September  
16 30, 2012. This release does not include the pending wrongful termination suit by Jenkins against  
17 third party Paragon Security Systems, Inc., or the class action brought by Representative  
18 Plaintiffs against third party G4S Government Solutions, Inc., pending in Los Angeles Superior  
19 Court. The claims released under this paragraph (“Released Claims”) shall include, but not  
20 necessarily be limited to, claims for unpaid wages, unpaid overtime wages, failure to pay all  
21 wages earned every pay period, failure to provide meal or rest periods, unpaid premiums for  
22 missed meal or rest periods, untimely payment of wages, inaccurate wage statements, record  
23 keeping violations, failure to pay all wages owed upon termination, failure to timely pay final  
24 wages upon termination, unfair competition, as well as any damages, restitution, disgorgement,  
25 civil penalties, statutory penalties, taxes, interest or attorneys’ fees resulting therefrom.

26           The Representative Plaintiffs agree they have received all wages, bonuses, severance, and  
27 benefits owed to them by Whitestone except as may be owed to them as Class Members. The  
28 Representative Plaintiffs further agree the consideration set forth herein constitutes the entire

1 consideration provided to them under this Agreement and that they shall not seek any further  
2 compensation or consideration from the Released Parties, or any of them, or from any other  
3 person and/or entity for any other claimed damages, costs or attorneys' fees in connection with  
4 the claims encompassed and released by this Agreement.

5 The Representative Plaintiffs expressly acknowledge and agree that these individual  
6 releases contained in this Agreement include a waiver of all rights under Section 1542 of the  
7 California Civil Code, which provides:

8 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
9 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT  
10 TO EXIST IN HIS/HER FAVOR AT THE TIME OF  
11 EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM  
12 OR HER MUST HAVE MATERIALLY AFFECTED HIS  
13 SETTLEMENT WITH THE DEBTOR.

14 Accordingly, if the facts relating in any manner to this Lawsuit and proposed settlement  
15 are found hereafter to be other than or different from the facts now believed to be true, the  
16 release of claims contained herein shall be effective as to all unknown claims.

#### 17 **VII. CLASS MEMBERS' RELEASE**

18 Upon Final Approval, for and in consideration of the mutual promises, terms and  
19 conditions by and between the Class Members (except for those who submit timely valid  
20 requests for exclusion) and Whitestone set forth herein, the sufficiency of which consideration is  
21 expressly acknowledged, the Class Members, on behalf of themselves, their heirs, spouses,  
22 executors, administrators, attorneys, agents and assigns, do hereby fully, finally and forever  
23 release and discharge the Released Parties from any and all claims that were asserted, raised or  
24 alleged in the Lawsuit, or which could have been asserted in the Lawsuit based on the facts  
25 alleged in the Lawsuit and arising from the alleged failure to provide meal periods and rest  
26 breaks, alleged waiting time penalties, alleged failure to provide accurate itemized wage  
27 statements, alleged violations of the California Labor Code based upon such alleged conduct and  
28 omissions, and alleged violations of the California Business and Professions Code based upon  
such alleged conduct and omissions, from the period of October 1, 2011 through September 30,  
2012. This release does not include the class action brought by Representative Plaintiffs against

1 third party G4S Government Solutions, Inc., pending in Los Angeles Superior Court. The  
2 Released Claims shall include claims for unpaid wages, unpaid overtime wages, failure to pay all  
3 wages earned every pay period, failure to provide meal or rest periods, unpaid premiums for  
4 missed meal or rest periods, untimely payment of wages, inaccurate wage statements, record  
5 keeping violations, failure to pay all wages owed upon termination, failure to timely pay final  
6 wages upon termination, unfair competition, as well as any damages, restitution, disgorgement,  
7 civil penalties, statutory penalties, taxes, interest or attorneys' fees resulting therefrom.

8 Payments to Class Members will be allocated as follows: one-third wages, one-third  
9 interest, and one-third penalties. Whitestone will pay the employer share of payroll taxes on any  
10 amounts allocated as wages, separate and apart from the Settlement Amount. Class Members  
11 will be responsible for paying any personal income taxes owed on any amounts received from  
12 the Total Settlement Amount.

#### 13 **VIII. SETTLEMENT PAYMENTS AND ALLOCATION**

14 Subject to Court approval of attorneys' fees and costs and Representative Plaintiff  
15 Enhancements, the \$300,000 Settlement Amount will be apportioned as follows: \$100,000 for  
16 Class Counsel's attorneys' fees, \$9,500 for Class Counsel's costs, \$7,000 for Costs of  
17 Administration, \$12,500 for Representative Plaintiff Enhancements, and \$171,000 to be  
18 distributed to Class Members (the "Distribution Amount"). The Distribution Amount will be  
19 allocated to Class Members on a pro rata basis, based on the number of shifts worked during the  
20 class period and the Class Member's individual rate of pay. In recognition of the relative  
21 strength of claims as between the non-union sites (San Francisco and Oakland) and the union  
22 sites (Mather, San Diego, Los Angeles, and Palmdale), since the latter are arguably subject to  
23 Labor Code section 512(c), members of the Non-Union Subclass will receive a 4x *pro rata*  
24 allocation as compared to members of the Union Subclass. As noted above, any unapproved  
25 attorneys' fees, costs, or Representative Plaintiff Enhancements will be added to the Distribution  
26 Amount.

27 Because Class Members' claims include claims for wages, penalties and interest, one-  
28 third of the net payment to each Class Member shall be treated as wages, reported on an IRS

1 form W-2, and two-thirds shall be treated as payment for penalties and interest, reported on an  
2 IRS Form 1099.

3 **IX. NOTICE TO CLASS MEMBERS REGARDING SETTLEMENT**

4 Within fifteen (15) days of the Court's Preliminary Approval of the Agreement and  
5 proposed settlement, Whitestone will provide the Claims Administrator and Class Counsel a list  
6 of all the Class Members belonging to the proposed Class, their social security numbers, their  
7 last known mailing addresses, and their last known email address). Whitestone shall indicate  
8 which of the six Federal Aviation Administration sites each Class Member worked, their rate of  
9 pay, dates of employment, and number and type of shift worked. The Claims Administrator and  
10 Class Counsel shall keep this information strictly confidential and shall not disclose it to anyone.  
11 Within five (5) days of receipt of this information, Class Counsel shall provide the Claims  
12 Administrator with a settlement allocation for each Class Member.

13 The Claims Administrator shall provide notice to all Class Members via first class mail,  
14 and a re-mailed notice to a new address (if their original address is no longer valid) based upon a  
15 National Change of Address Database search and other available information. Included in this  
16 mailing will be an envelope addressed to the Claims Administrator, for use by the Class Member  
17 in the event they want to object or be excluded from the settlement. (The Settlement Notice and  
18 envelope shall be, collectively, the "Settlement Packet.") The Proposed Settlement Packet is  
19 attached hereto as Exhibit A. The Settlement Notice will advise Class Members of their  
20 minimum settlement allocations and opportunity to object to or opt-out of the settlement. Class  
21 Counsel will establish a website to provide Class Members with relevant non-confidential case-  
22 related documents, including the Complaint, the Answer, this settlement agreement, and the  
23 Settlement Packet. Class Counsel will remove this website after final settlement payments are  
24 disbursed.

25 Class Members may object to the Agreement. Class Members who wish to object in  
26 writing must do so within forty-five (45) calendar days after the Settlement Notice is first mailed  
27 or, in the case of a Settlement Notice returned because of an incorrect address and re-mailed to  
28 an updated address, within thirty (30) calendar days after the first re-mailing. Written objections

1 must be sent to the Claims Administrator at the address stated in the Settlement Notice and  
2 postmarked on or before the date specified in the Preliminary Approval Order. Class Members  
3 wishing to object may also appear at the final approval hearing, even if they have not filed a  
4 written objection.

5 Class members may exclude themselves, or opt out, of the Agreement. Class Members  
6 must do so in writing within sixty (60) calendar days after the Settlement Notice is first mailed  
7 or, in the case of a Settlement Notice returned because of an incorrect address and re-mailed to  
8 an updated address, within thirty (30) calendar days after the first re-mailing. Information on  
9 how to opt out of the settlement shall also be made available by the Claims Administrator.

10 The allocation of any Class Members who opt out will be reallocated *pro rata* to the  
11 participating Class Members at the time of disbursement. Any checks that remain uncashed after  
12 ninety (90) days will be voided and their amounts will be allocated to the Legal Aid Society –  
13 Employment Law Center as a *cy pres* recipient following California’s standards, subject to Court  
14 approval. Only Class Members who do not opt out of the proposed settlement shall be eligible to  
15 receive a settlement payment pursuant to the terms and conditions of this Agreement. Upon the  
16 Final Approval of this Agreement and proposed settlement by the Court, all Class Members who  
17 do not opt out of this Settlement shall be bound by all of the provisions of this Agreement and  
18 Orders issued pursuant thereto.

19 The Claims Administrator shall have the sole responsibility for mailing the Settlement  
20 Packet to all Class Members; receiving and processing all claims; determining eligibility for  
21 payment; and promptly furnishing to counsel for the Parties copies of any written or electronic  
22 communications received from Class Members. If any Class Member raises a dispute based on  
23 the shifts and/or wages used to calculate their specific settlement allocations, the Claims  
24 Administrator will promptly inform the Parties. Whitestone will then cooperate with Class  
25 Counsel to resolve the dispute.

26 **X. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN**

27 The amounts paid under this Agreement to any Class Member does not represent a  
28 modification of any previously credited hours of service under any employee benefit plan, policy

1 or bonus program sponsored by Whitestone. Such amounts will not form the basis for additional  
2 contributions to, benefits under, or any other monetary entitlement under, benefit plans (self-  
3 insured or not) sponsored by Whitestone, policies or bonus programs. Any payments made  
4 under the terms of this Agreement and proposed settlement shall not be applied retroactively,  
5 currently or on a going forward basis as salary, earnings, wages, or any other form of  
6 compensation for the purposes of Whitestone's benefit plan, policy or bonus program.  
7 Whitestone retains the right to modify the language of their benefit plans, policies and bonus  
8 programs to effect this intent and to make clear that any amounts paid pursuant to this  
9 Agreement are not for "hours worked," "hours paid," "hours of service," or any similar  
10 measuring term as defined by applicable plans, policies and bonus programs for purpose of  
11 eligibility, vesting, benefit accrual or any other purpose, and that additional contributions or  
12 benefits are not required by this Agreement.

#### 13 **XI. PUBLICITY**

14 The Representative Plaintiffs and Class Counsel agree that they have not and will not,  
15 disclose or publish this Agreement or proposed settlement (with the exception of a website in  
16 which Class Counsel will set up solely for the purposes of providing settlement information to  
17 Class Members) to the press, reporters, or general media at any time. As used herein, "press,  
18 reporters, or general media" shall refer to and include newspapers, periodicals, magazines, online  
19 publications, and television and radio stations and programs, and any representative of the  
20 foregoing. Nothing herein shall prevent Class Counsel from communicating with the  
21 Representative Plaintiffs and Class Members, or from making truthful statements to judicial  
22 authorities, regarding the terms of this Agreement the proposed settlement, or the status of the  
23 Lawsuit.

#### 24 **XII. COURT APPROVAL**

25 This Agreement is contingent upon Final Approval by the Court and entry of judgment  
26 pursuant to California Rule of Court 3.770 in the Lawsuit. The Parties agree to take all steps as  
27 may be reasonably necessary to secure both Preliminary and Final Approval of the Agreement  
28 and proposed settlement, to the extent not inconsistent with the terms of this Agreement, and will

1 not take any action adverse to each other in obtaining Court approval, and, if necessary, appellate  
2 approval, of the settlement in all respects. Class Counsel agrees to prepare the Preliminary  
3 Approval papers, subject to Whitestone's review and approval, within two weeks of executing  
4 this Agreement. Class Counsel also agrees to prepare the Final Approval papers, with the  
5 intention of obtaining Final Approval no more than ninety (90) days after the Court provides  
6 Preliminary Approval (subject to the Court's calendar). The Parties expressly agree that they  
7 will not file any objection (as opposed to request for correction) to the terms of this Agreement  
8 or assist or encourage any person or entity to file any such objection.

9 If there is no Final Approval by the Court of this Agreement, then Whitestone shall have  
10 no obligation to make any monetary payments to the Representative Plaintiffs, the Class  
11 Members or Class Counsel under this Agreement, and the Lawsuit shall return to the *status quo*  
12 that existed before the proposed settlement was reached. In addition, under those circumstances,  
13 Whitestone shall be entitled to recover any sums it has paid into the Total Settlement Amount  
14 account, minus any costs reasonably incurred by the Claims Administrator up until the date at  
15 which it is notified that the Agreement will not be approved.

16 **XIX. MISCELLANEOUS PROVISIONS**

17 **A. Stay of Litigation.**

18 The Representative Plaintiffs and Whitestone agree to the stay of all discovery in the  
19 Lawsuit, pending Final Approval of the Agreement and proposed settlement by the Court.

20 **B. Interpretation of the Agreement.**

21 This Agreement constitutes the entire agreement between the Representative Plaintiffs  
22 and Whitestone. Except as expressly provided herein, this Agreement has not been executed in  
23 reliance upon any other written or oral representations or terms, and no such extrinsic oral or  
24 written representations or terms shall modify, vary or contradict its terms. In entering into this  
25 Agreement, the parties agree that this Agreement is to be construed according to its terms and  
26 may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and  
27 enforced under the laws of the State of California, both in its procedural and substantive aspects,  
28 without regard to its conflict of laws provisions. Any claim arising out of or relating to the

1 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior  
2 Court of California in and for the County of San Francisco, and the Representative Plaintiffs and  
3 Whitestone hereby consent to the personal jurisdiction of the Court over them solely in  
4 connection therewith. The Representative Plaintiffs and Whitestone participated in the  
5 negotiation and drafting of this Agreement and had available to them the advice and assistance of  
6 independent counsel. As such, neither the Representative Plaintiffs nor Whitestone may claim  
7 that any ambiguity in this Agreement should be construed against the other.

8 The terms and conditions of this Agreement constitute the exclusive and final  
9 understanding and expression of all agreements between the Representative Plaintiffs and  
10 Whitestone with respect to the resolution of the Lawsuit. The Agreement may be modified only  
11 by a writing signed by the original signatories and approved by the Court.

12 **C. Counterparts.**

13 The Agreement may be executed in one or more actual or non-original counterparts, all  
14 of which will be considered one and the same instrument and all of which will be considered  
15 duplicate originals.

16 **D. Authority.**

17 Each individual signing below warrants that he or she has the authority to execute this  
18 Agreement on behalf of the party for whom or which that individual signs. Class Counsel is  
19 expressly authorized by the Representative Plaintiffs to take all appropriate actions required or  
20 permitted to be taken pursuant to this Agreement to effectuate its terms.

21 **E. No Third Party Beneficiaries.**

22 The Representative Plaintiffs, Class Members, Class Counsel and counsel for Whitestone  
23 are direct beneficiaries of this Agreement, but there are no third party beneficiaries.

24 **F. Force Majeure.**

25 The failure of any party to perform any of its obligations hereunder shall not subject such  
26 party to any liability or remedy for damages, or otherwise, where such failure is occasioned in  
27 whole or in part by acts of God, fires, accidents, earthquakes, other natural disasters, explosions,  
28 floods, wars, interruptions or delays in transportation, power outages, labor disputes or shortages,

1 shortages of material or supplies, governmental laws, restrictions, rules or regulations, sabotage,  
2 terrorist acts, acts or failures to act of any third parties, or any other similar or different  
3 circumstances or causes beyond the reasonable control of such party.

4 **G. Deadlines Falling on Weekends or Holidays.**

5 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or  
6 legal holiday, that deadline shall be continued until the following business day.

7 **H. Severability.**

8 In the event that any one or more of the provisions contained in this Agreement shall for  
9 any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or  
10 unenforceability shall in no way effect any other provision if Whitestone and Class Counsel, on  
11 behalf of the Parties, mutually elect in writing to proceed as if such invalid, illegal, or  
12 unenforceable provision had never been included in this Agreement.

13

14

15 IT IS SO AGREED.

16 Dated: October 28, 2015

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21 Dated: October 28, 2015

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25 Dated: October 20, 2015

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GORDON & REES LLP

By: 

Michael A. Laurenson  
Mollie M. Burks  
Hieu Tran

Attorneys for Defendant  
THE WHITESTONE GROUP, INC.

For the Whitestone Group, Inc.:

By: 

Jeffrey LaRe, Executive Vice President

NICHOLS KASTER, LLP  
BRYAN SCHWARTZ LAW

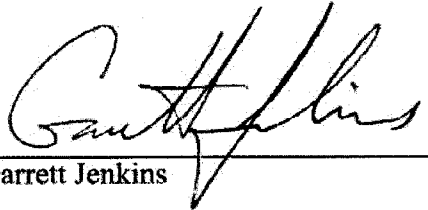
By: 

Matthew C. Helland  
Daniel S. Brome  
Bryan Schwartz

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Adetunji Olude  
Attorneys for the Representative Plaintiffs  
Individually and all others similarly situated

Dated: October 21, 2015

By:   
Garrett Jenkins

Dated: October \_\_, 2015

By: \_\_\_\_\_  
Buford Brown

Dated: October \_\_, 2015

By: \_\_\_\_\_  
Cruz Castillo

Dated: October \_\_, 2015

By: \_\_\_\_\_  
Germaine Vaughn

Dated: October \_\_, 2015

By: \_\_\_\_\_  
Rollian Finch


Adetunji Olude  
Attorneys for the Representative Plaintiffs  
Individually and all others similarly situated

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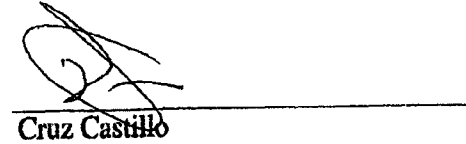
Dated: October \_\_, 2015

By: \_\_\_\_\_  
Garrett Jenkins

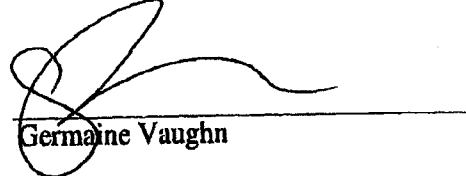
Dated: October 20, 2015

By:   
Buford Brown

Dated: October 20, 2015

By:   
Cruz Castillo

Dated: October 30, 2015

By:   
Germaine Vaughn

Dated: October \_\_, 2015

By: \_\_\_\_\_  
Rollian Finch



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Adetunji Olude  
Attorneys for the Representative Plaintiffs  
Individually and all others similarly situated

Dated: October 29, 2015

By: Garrett Jenkins

Dated: October 29, 2015

By: Suford Brown

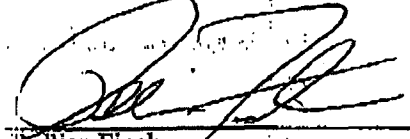
Dated: October 29, 2015

By: Cruz Castillo

Dated: October 29, 2015

By: Germaine Vaughn

Dated: October 29, 2015

By:   
Kollian Finch

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**Superior Court of California**  
County of San Francisco

GARRETT JENKINS,

Plaintiff

vs.

THE WHITESTONE GROUP, INC., ET AL.,

Defendants

Case Number: CGC-14-541930

**CERTIFICATE OF ELECTRONIC SERVICE**  
(CCP 1010.6(6) & CRC 2.260(g))

I, Craig Blackstone, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On April 1, 2016 I electronically served the JUDGMENT via File&ServeXpress® on the recipients designated on the Transaction Receipt located on the File&ServeXpress® website.

Dated: April 1, 2016

T. Michael Yuen, Clerk

By:



Craig Blackstone, Deputy Clerk