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Superior Court of California

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BY:

Deputy Clerk

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,

VS.

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

Defendants.

CASE NO. CGC 14-541930

ORDER GRANTING RENEWED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

ORDER GRANTING RENEWED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION

SETTLEMENT CASE NO. CGC-14-541930

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Buford Brown, Cruz Castillo, Germaine Vaughn, and Rollian Finch as the Class Representatives.

Garrett Jenkins, Buford Brown, Cruz Castillo and Germaine Vaughn represent the interests of the "Non-Union Subclass" and Rollian Finch represents the interests of the "Union Subclass."

- 5. The Court preliminarily appoints, for settlement purposes only, Nichols Kaster, LLP and Bryan Schwartz Law as Class Counsel.
 - 6. The Court appoints Gilardi & Co., Inc., as the Claims Administrator.
- 7. Pursuant to California Rule of Court 3.796(f), the Court approves as to form and content the Notice of Class Action Settlement ("Notice") substantially in the form attached hereto as Exhibit A. The Court finds and concludes that the Notice adequately informs the members of the Settlement Class of all material terms of the Settlement and the procedures for challenging individual settlement award amounts, objecting to the Settlement, or excluding themselves from the Settlement Class.
 - 8. The Claims Administrator shall mail the Notice the Class Members as follows:
 - (a) No later than December 7, 2015, Defendant shall provide the Claims

 Administrator and Class Counsel a list of all Settlement Class members, their social security numbers, their last known mailing addresses, and their last known email addresses. The list shall indicate which of the six Federal Aviation Administration sites where each Settlement Class member was employed, his or her rates of pay, dates of employment, and numbers and type of shifts worked.
 - (b) No later than December 14, 2015, Class Counsel shall provide the Claims Administrator with the dollar amount of each class members' settlement award.
 - (c) No later than December 28, 2015, the Claims Administrator shall mail the Notices to the Settlement Class members by First Class Mail in "settlement packets" including both the Notice and an envelope addressed to the Claims Administrator for use by Settlement Class members in the event they want to object to or request exclusion from the Settlement.
 - (d) For any Notices returned as undeliverable, the Claims Administrator shall promptly re-mail those Notices to updated addresses based upon a National Change of

Address search and other available information.

- 9. The Court finds that this plan for providing Notice constitutes the best notice practicable under the circumstances, constitutes sufficient notice to the class of the terms of the Settlement, the time and place of the Final Approval Hearing, and satisfies the requirements of due process and all other applicable laws.
- 10. No later than January 16, 2016, Class Counsel shall serve, file, and make available on the Claims Administrator's website its motion for attorneys' fees, expenses, class member service awards, etc.
- 11. No later than February 11, 2016, any Settlement Class member who wishes to object to the Settlement must mail a written objection to the Claims Administrator. The objection must set forth, in clear and concise terms, the grounds for each objection. Settlement Class members may speak at the Final Approval hearing regardless of whether they have submitted a timely written objection.
- 12. No later than February 26, 2016, any Settlement Class member who wants to be excluded from the Class, and therefore not bound by the Settlement, must mail a request for exclusion in the manner described in the Notice. Settlement Class members who timely mail a request for exclusion shall not be bound by the Settlement, shall receive no payments under the Settlement, and shall have no other rights under the Settlement.
- 13. No later than March 13, 2016, the Claims Administrator, through Class Counsel, must file and serve a declaration attaching a list of all Settlement Class members who validly requested exclusion from the settlement and copies of all timely objections.
- 14. No later than March 18, 2016, Class Counsel shall file and serve their motion for final approval of the Settlement.
- 15. The Final Approval Hearing will be held on March 25, 2016, at 9:30 a.m. in Department 305, San Francisco Superior Court, 400 McAllister Street, San Francisco, CA 94102. At that hearing, the Court will: (a) consider any objections to the Settlement; (b) determine whether the Settlement is fair, reasonable, and adequate; (c) consider whether a final

EXHIBIT A

SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN FRANCISCO

GARRETT JENKINS, BUFORD BROWN,) CASE NO. CGC 14-541930
CRUZ CASTILLO, GERMAINE VAUGHN,)
and ROLLIAN FINCH individually, and on) NOTICE OF CLASS ACTION
behalf of all others similarly situated,) SETTLEMENT
)
Plaintiffs,)
)
vs.)
)
THE WHITESTONE GROUP, INC., and)
DOES 1 through 50 inclusive,)
)
Defendants.)

IMPORTANT NOTIFICATION TO POTENTIAL CLASS MEMBERS

A court authorized this notice. This is not a solicitation from a lawyer.

- A proposed class action settlement (the "Settlement") has been reached between Plaintiffs Garrett Jenkins, Buford Brown, Cruz Castillo, Germaine Vaughn, and Rollian Finch (collectively the "Representative Plaintiffs") and Defendant The Whitestone Group, Inc. ("Whitestone") on behalf of the following "Settlement Class": "All Whitestone employees in the state of California who worked in the positions of security guard and/or security officer at any of the six Federal Aviation Administration sites (Mather, San Diego, Los Angeles, Palmdale, San Francisco, and Oakland) from October 1, 2011 through September 30, 2012."
- Whitestone's records indicate that you are a member of the Settlement Class. The Settlement resolves a putative class action lawsuit entitled *Garrett Jenkins*, et al. v. The Whitestone Group, Inc., (the "Lawsuit") which asserts claims that Whitestone violated California's wage and hour laws by, among other things, allegedly failing to provide meal periods and rest breaks during the Class Period (defined below), failing to provide Settlement Class Members with accurate wage statements, and failing to timely pay wages to certain Settlement Class Members following the termination of their employment.
- Whitestone denies all of the claims and allegations in the Lawsuit, denies that the Representative Plaintiffs or that any of the Settlement Class members are entitled to any relief in this case, and denies that absent a settlement, any class should be certified.
- Both the Representative Plaintiffs and Whitestone recognize the costs and risks of litigation, however, and believe that the proposed Settlement is a fair and reasonable resolution of this case.
- YOU SHOULD READ THIS NOTICE CAREFULLY BECAUSE IT WILL AFFECT YOUR RIGHTS, WHETHER YOU ACT OR DO NOT ACT.

YOUR ESTIMATED PAYMENT INFORMATION

- A \$300,000.00 SETTLEMENT FUND HAS BEEN CREATED TO PAY CLAIMS OF CLASS MEMBERS IN ORDER TO SETTLE THE LAWSUIT.
- The Settlement provides for monetary payments based on your employment records with Whitestone for the period between October 1, 2011 and September 30, 2012 (the "Class Period").

•	Your estimated payment amount in the settlement is § This amount is your pro rata share of
	the settlement, based on the number of shifts you worked for Whitestone. Based on Whitestone's
	records, you worked qualifying shifts. The payment amount is also based upon your pay rate
	and whether you worked at a Union or a Non-Union facility.

OVERVIEW OF YOUR OPTIONS UNDER THE SETTLEMENT

TO RECEIVE A SHARE OF THE SETTLEMENT	If you want to receive a monetary payment from the Settlement, you do not need to take any further action. However, if you no longer live at the address this Notice was mailed to, or if you move, you should promptly contact the Claims Administrator, whose contact information is listed in response to Question 8 below. In addition, if you wish to challenge the amount of your payment or the number of qualifying shifts you worked, you must follow the procedures set forth in response to Question 10 below.
TO OPT OUT OF THE CLASS	If you remain a member of the Settlement Class, you will give up your right to pursue the "Class Member Released Claims" (defined in response to Question 6 below) against Whitestone, other than in this lawsuit. If you do not want to remain a member of the Settlement Class, you must opt out of or request exclusion from the Settlement Class by submitting a Request For Exclusion in accordance with the procedures set forth in response to Question 11 below. If you opt out of the Settlement Class, you will not receive any monetary payment from the Settlement.
TO OBJECT TO THE SETTLEMENT	If you wish to object to the Settlement, you must submit a written objection in accordance with the procedures set forth in response to Question 14 below. By objecting, you will be informing the Court of your objection, but you will remain a Settlement Class Member, you will still be bound by the terms of the Settlement, and you will still receive a monetary payment.

- The Court still has to decide whether to grant final approval to the Settlement. Cash payments will only be issued to the Settlement Class members if the Court grants final approval to the Settlement.
- Additional information regarding the Settlement is available on the internet at http://, or by contacting the Claims Administrator or Class Counsel whose contact information is provided below.

SUMMARY OF THE LAWSUIT AND THE SETTLEMENT

1. What is the Lawsuit about?

The Lawsuit generally involves claims under California wage and hour laws. The Representative Plaintiffs are former security guards employed by Whitestone who worked at one of six of Federal Aviation Administration sites during the Class Period. The Representative Plaintiffs allege that Whitestone failed to provide meal periods and rest breaks in accordance with California law, failed to provide accurate written wage statements, and failed to timely pay all final wages to them and Settlement Class members, all of whom are former

Whitestone employees. Through the Lawsuit, the Representative Plaintiffs sought to recover unpaid premium wages, statutory and civil penalties, and other related relief. Whitestone denies all liability for the claims in the Lawsuit, that any of the claims and allegations have merit, and that a class action is proper for any purpose other than settlement. Both the Representative Plaintiffs and Whitestone believe that the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the Settlement Class (defined below in response to Question 3).

2. Why is this lawsuit a class action?

In a class action, the "class representatives" (in this case, Garrett Jenkins, Buford Brown, Cruz Castillo, Germaine Vaughn, and Rollian Finch) sue on behalf of people who have similar claims. All of these people together are a "Class" or "Class Members." One court resolves the issues for all class members, except for the claims of those who opt out of the Class.

3. Who is a Class Member?

On November 20, 2015, the Honorable Judge Mary E. Wiss of the California Superior Court in San Francisco granted preliminary approval of the Settlement and conditionally certified the following "Settlement Class" solely for purposes of this Settlement: "All Whitestone employees in the state of California who worked in the positions of security guard and/or security officer at any of the six Federal Aviation Administration sites (Mather, San Diego, Los Angeles, Palmdale, San Francisco, and Oakland) between October 1, 2011 and September 30, 2012." Two "Settlement Subclasses" are also certified solely for purposes of Settlement and are described as follows: Non-Union Subclass: "All Whitestone employees in the state of California who worked in the positions of security guard and/or security guards were not unionized between October 1, 2011 and September 30, 2012," and Union Subclass: "All Whitestone employees in the state of California who worked in the positions of security guard and/or security officer at any of the four Federal Aviation Administration sites (Mather, San Diego, Los Angeles and Palmdale) where security guards were unionized between October 1, 2011 and September 30, 2012."

4. Why is there a Settlement?

After investigating the claims at issue, and the possible defenses to those claims, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any law was broken. Whitestone denies all of the legal claims in the case, and also asserts that a class action is improper for any purpose other than this Settlement. In view of the risks that continued litigation would entail, Plaintiffs and their lawyers think the Settlement is in the best interests of all Settlement Class Members.

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the Settlement provide?

Under the terms of the Settlement, Whitestone agrees to pay a "Total Settlement Amount" of \$300,000.00. If approved by the Court, deductions will be made from the Total Settlement Amount for attorneys' fees up to one-third of the Total Settlement Amount, up to \$9,500.00 in costs to Class Counsel, service awards to the Representative Plaintiffs for their services of up to \$2,500.00 each, and up to \$7,000.00 in claims administration expenses to the Claims Administrator. The Court may award less than these requested deductions. If lesser amounts are awarded, the difference will be distributed to those Class Members participating in the settlement on a proportionate basis relative to the number of shifts they worked and their rate of pay. The amount

remaining after these items are deducted is the "Distribution Amount."

Each Settlement Class Member who does not opt out of the Settlement shall be entitled to a "Settlement Share" from the Distribution Amount, which will be based on the individual Settlement Class Member's employment records indicating the number of shifts worked during the Class Period and the Class Member's Rate of Pay.

Because of higher litigation risks associated with the claims of those who worked at union facilities (Mather, San Diego, Los Angeles, and Palmdale), Class Members at the non-union facilities (San Francisco and Oakland) will receive a Settlement Share allocation four times greater than the allocation to Class Members at the union facilities. For example, if a Non-Union Class Member were entitled to receive \$100.00 based on his or her rate of pay and shift count, a Union Class Member with the same number of shifts and the same pay rate would be entitled to receive \$25.00. This distinction is because of a legal defense Whitestone has asserted, based on Labor Code § 512(e), which only applies to Union workers and makes their chance of recovering payment for the claims alleged in the Lawsuit much less certain.

The entirety of the Distribution Amount will be paid to Settlement Class Members. Whitestone shall separately pay its share of employer-side taxes on the portion of your award deemed damages in addition to the Distribution Amount and send Class Members a W-2. Each Settlement Class Member will receive a Form 1099 for the balance of his or her share of the Settlement and will be responsible for the payment of any taxes owing on the amount he or she receives.

6. What am I giving up in exchange for the settlement benefits?

If you do not opt of the settlement (see paragraph 11 below), and if the Court grants final approval of the settlement (see paragraph 15 below), you will give up your legal right to pursue certain claims you may have against Whitestone. More specifically:

Each settlement class member will finally and forever release and discharge Whitestone from any and all claims, demands, causes of action, suits, liabilities, assessments, judgments, obligations of any kind, whether known or unknown, including without limitation those claims or causes of action that were asserted or could have asserted in this lawsuit, based on the facts alleged in the lawsuit, and arising from the alleged failure to provide meal periods and rest breaks, alleged waiting time penalties, alleged failure to provide accurate itemized wage statements, alleged violations of the California Labor Code, and California Business and Professions Code based upon such alleged conduct and omissions, from the period of October 1, 2011 through September 30, 2012 (the "Released Claims"). The Released Claims shall include claims for unpaid wages, unpaid overtime wages, failure to pay all wages earned every pay period, failure to provide meal or rest periods, unpaid premiums for missed meal or rest periods, untimely payment of wages, inaccurate wage statements, record keeping violations, failure to pay all wages owed upon termination, failure to timely pay final wages upon termination, unfair competition, as well as any damages, restitution, disgorgement, civil penalties, statutory penalties, taxes, interest or attorneys' fees resulting therefrom. This Release will be final and binding on all settlement class members who do not opt out.

You can talk to one of the lawyers appointed as Class Counsel (listed in response to Question 7 below) for free or you can talk to your own lawyer if you have questions about the released claims and what they mean.

WHO ARE THE LAWYERS REPRESENTING YOU?

7. Do I have a lawyer in this case?

The Court has preliminarily appointed the following lawyers to serve as Class Counsel for all members of the Settlement Class:

BRYAN SCHWARTZ ADETUNJI OLUDE BRYAN SCHWARTZ LAW 1330 Broadway Suite 1630 Oakland, CA 94612

Telephone: (510) 444-9300 Facsimile: (510) 444-9301

MATTHEW HELLAND DANIEL BROME NICHOLS KASTER LLP One Embarcadero Center, Suite 720 San Francisco, CA 94111 Telephone: (877) 488-0492

Facsimile: (415) 277-7238

HOW TO GET A CASH PAYMENT

8. How do I get a cash payment?

You will automatically receive a cash payment unless you opt out of the Settlement Class in accordance with the procedures set forth in response to Question 11 below. If you no longer live at the address listed on the envelope to this notice, or if you move, please update your address with the Claims Administrator, whose contact information is as follows:

GILARDI & CO LLC CONTACT INFO HERE

9. When will I receive my check?

Checks will be mailed to Settlement Class Members eligible under the Settlement only after the Court grants "final approval" of the Settlement at a Final Approval Hearing to be held on March 25, 2016 (see paragraph 15, below). Even if the Court approves the Settlement at that hearing, there may be appeals that could further delay payments. Resolving any such appeals could take some time, so please be patient.

Please also be advised that if you do not cash your check within 90 days of the date of its issuance, or if your check is returned to the Claims Administrator as undeliverable, your check will be considered unclaimed, the check will be voided, and the amount of the check will be allocated to a nonprofit organization designated to receive any unclaimed settlement funds (a "cy pres" recipient), subject to Court approval. Class Counsel has recommended that the Legal Aid Society – Employment Law Center be designated to receive any unclaimed settlement funds. No unclaimed funds will be returned to defendant Whitestone.

10. How do I challenge the number of shifts used in determining my Settlement allocation?

If you want to challenge the number of shifts you worked, which came from your employment records at Whitestone and which appear on the second page of this Notice, you must submit a written, signed challenge along with supporting documents (if any exist), to the Claims Administrator at the address provided below no later than February 16, 2016. After consulting with the attorneys for the Plaintiffs and Defendants, the Claims Administrator will make a final determination concerning your challenge.

OPTING OUT OF THE SETTLEMENT CLASS

11. How do I ask the Court to exclude me from the Settlement Class?

If you do not wish to participate in the Settlement, and do not wish to receive a cash payment from the Settlement, you may be excluded (i.e., "opt out") by mailing a written letter requesting exclusion containing your name, address, telephone number and the last four digits of your social security number, as well as your signature (a "Request for Exclusion") to the Claims Administrator. Your Request for Exclusion must be postmarked no later February 26, 2016. The Claims Administrator's contact information is as follows:

GILARDI & CO LLC CONTACT INFO HERE

Requests for Exclusion that do not include all required information and/or that are not postmarked by February 26, 2016 will be deemed null, void, and ineffective. Class Members who do not submit a valid and timely Request for Exclusion on or before February 26, 2016 will be bound by all terms of the Settlement and any Final Judgment if the Court finally approves the Settlement.

12. If I exclude myself, can I get anything from the settlement?

No. If you exclude yourself now you will not get anything from the settlement. If you ask to be excluded, you will not get a cash payment, and you cannot object to the settlement. But you may sue, continue to sue, or be part of a different lawsuit against Whitestone in the future. You will not be bound by anything that happens in this lawsuit

13. If I do not exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Whitestone for the claims in this lawsuit. You must exclude yourself from the Settlement Class to start or continue your own lawsuit.

OBJECTING TO THE SETTLEMENT

14. How do I comment on or object to the Settlement?

Any Settlement Class Member who does not opt out of the Settlement Class may comment on or object to the Settlement, or any portion thereof. Class Members must object in writing by mailing their comments or objections to the Claims Administrator postmarked no later than February 11, 2016. The objection must set forth, in clear and concise terms, the grounds for the objection. The Claims Administrator contact information is as follows:

GILARDI & CO LLC CONTACT INFO HERE

A Settlement Class Member who fails to file and serve a written comment or objection in the manner described above and by the specified deadline and who does not appear at the Court's Fairness Hearing will be deemed to have waived any comments or objections and will be foreclosed from making any comments on or objections to the Settlement (whether by appeal or otherwise).

THE FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

15. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on March 25, 2016 at 9:30 am in Department 305, San Francisco Superior Court, 400 McAllister Street, San Francisco, CA 94102. The hearing may be moved to a different date and/or time without additional notice. At the hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to grant final approval. If there are objections, the Court will consider them. The Court will also consider how much to award to Class Counsel in attorneys' fees and costs, and how much to award the Representative Plaintiffs as service awards. We do not know how long it will take the Court to decide these issues.

16. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Judge may have. But, you are welcome to come at your own expense. If you submit a valid timely objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also have another lawyer attend the hearing at your expense, but it is not required.

17. May I speak at the hearing?

A Class Member may appear at the Final Approval Hearing and orally present his or her objection to the Court.

GETTING MORE INFORMATION

18. How do I get more information?

This notice summarizes the Stipulation and Agreement to Settle Putative Class Action. Copies of the Settlement Agreement and this Notice are available on the internet at http://www.sfsuperiorcourt.org/online-services/, by searching for Case No. CGC 14-541930. More information may also be obtained from Class Counsel or the Claims Administrator. PLEASE DO NOT CONTACT THE COURT OR WHITESTONE'S COUNSEL DIRECTLY.

Superior Court of California

County of San Francisco

GARRETT JENKINS, Plaintiff	Case Number: CGC-14-541930
VS.	CERTIFICATE OF ELECTRONIC SERVICE (CCP 1010.6(6) & CRC 2.260(g))
THE WHITESTONE GROUP, INC., ET AL., Defendants	(COT 101010(C) 60 CTC 2.200(B))

I, Jose Rios Merida, 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 November 20, 2015 I electronically served the ORDER GRANTING RENEWED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT via File&ServeXpress® on the recipients designated on the Transaction Receipt located on the File&ServeXpress® website.

T. Michael Yuen, Clerk-

Dated: November 20, 2015

By: Jose Rios-Merida, Deputy Clerk