

NOTICE OF CLASS ACTION SETTLEMENT

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ALL PERSONS WHO WORKED FOR DEFENDANT ANDREWS INTERNATIONAL, INC. (“ANDREWS INTERNATIONAL” OR “DEFENDANT”) IN CALIFORNIA AS A NON-EXEMPT SECURITY GUARD FROM JULY 10, 2013 TO FEBRUARY 22, 2018.

CPT ID: <<ID>>
<<Name>>
<<Address1>> <<Address2>>
<<City>>, <<State>> <<Zip>>
<<Barcode>>

STEVEN VARGAS, an individual; on behalf of himself
and all others similarly situated,
Plaintiff,
v.

ANDREWS INTERNATIONAL, INC., a Delaware
Corporation; and, DOES 1 through 50, inclusive,
Defendant.

Case No.: BC601767

Hon. Carolyn B. Kuhl

**IMPORTANT LEGAL NOTICE –
THIS LAWSUIT SETTLEMENT MAY AFFECT
YOUR RIGHTS**

PLEASE READ THIS NOTICE CAREFULLY. A COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will receive a payment under the Settlement and release all claims covered by this Settlement.
EXCLUDE YOURSELF OR “OPT OUT” OF THE SETTLEMENT	You will retain all rights that you may have against Andrews International, Inc., if any, for the period from July 10, 2013 to February 22, 2018. Opt out requests must be mailed to the settlement administrator by no later than May 5, 2018.
OBJECT	Tell the Court about why you don’t like the Settlement.

Your rights and options, and the deadlines to exercise them, are explained in this notice. To ask to be excluded, you must act before May 5, 2018.

BASIC INFORMATION

1. Why did I get this notice?

You are receiving this notice because Andrews International's records show that you currently work, or previously worked, for Andrews International in California at some time between July 10, 2013 and February 22, 2018 (the "Class Period"). This means you have a right to know about a proposed Settlement of the lawsuit that may affect you. This notice explains the lawsuit, the Settlement and your legal rights under the proposed Settlement.

The lawsuit is known as *Steven Vargas v. Andrews International, Inc.*, Case No. BC601767, referred to herein as the "Action."

2. What Is the Action About?

The Action alleges that Andrews International, Inc. failed to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; and (4) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On March 30, 2017 and August 29, 2017, the parties participated in mediation with Jeffrey Krivis, an experienced and well-respected class action mediator. Although the parties did not settle at mediation, with Jeffrey Krivis's continuing guidance, the parties were able to negotiate a complete settlement of Plaintiffs' claims.

Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes the wages, damages and penalties claimed by the Plaintiffs, and further contends that, for any purpose other than settlement, Plaintiffs' claims are not appropriate for class or representative action treatment. Defendant contends, among other things, that, at all times, it has complied with the California Labor Code and the Industrial Wage Commission Orders.

THE COURT HAS NOT RULED ON THE MERITS OF PLAINTIFFS' CLAIMS, ANDREWS INTERNATIONAL'S DEFENSES, OR THE SUBSTANTIVE CONTENTIONS OF THE PARTIES. NO INFERENCES REGARDING THE MERITS OF THE LITIGATION SHOULD BE DRAWN FROM THE SENDING OF THIS NOTICE. THIS NOTICE IS NOT MEANT TO IMPLY THAT THERE HAS BEEN ANY VIOLATION OF LAW OR WRONGDOING BY ANY PARTY OR THAT A RECOVERY AFTER TRIAL COULD BE HAD IF THE LITIGATION IS NOT SETTLED.

3. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Andrews International. Plaintiffs think they would have prevailed on their claims at trial. Andrews International does not think Plaintiffs would have won anything from a trial because it has asserted legal and factual defenses to the claims. But there was no trial. Instead, both sides agreed to a Settlement. That way, they avoid the costs, risks and uncertainty of a trial, and the people affected will get compensation. Plaintiffs and their lawyers believe the Settlement is fair, reasonable and adequate and in the best interests for the Settlement Class Members.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the Settlement?

All persons who worked for Defendant Andrews International, Inc. in California as a non-exempt security guard from July 10, 2013 to February 22, 2018.

THE SETTLEMENT BENEFITS – WHAT YOU GET

5. What does the Settlement provide?

Andrews International has agreed to pay \$4.7 Million (\$4,700,000.00) to settle the Action, referred to as the “Maximum Settlement Fund.” The amount to be distributed to the Settlement Class, or the “Net Settlement Fund” will be determined by deducting the Class Counsel Award, the Class Representative Service Awards, the California Labor & Workforce Development Agency’s portion of the PAGA Payment, and the Settlement Administration Costs from the Maximum Settlement Amount.

6. What will I get?

Your payment depends on the number of shifts you worked for Andrews International during the Class Period (“Compensable Work-Shifts”). The Settlement Administrator will calculate the total Compensable Work-Shifts for all Settlement Class Members by adding the number of work-shifts worked by each Settlement Class Member during the Class Period. The respective Compensable Work-Shifts for each Settlement Class Member will be divided by the total Compensable Work-Shifts for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member. Each Settlement Class Member’s Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member’s estimated Individual Settlement Payment.

Based on Andrews International’s records, you worked <<Shifts>> Compensable Work-Shifts during the Class Period. Thus, you will receive about <<EstAmount>> from this Settlement if it is approved by the Court.

If you disagree with Andrews International’s records regarding your Compensable Work-Shifts you must provide documentation to support a claim to additional work-shifts. If there is a dispute, the Settlement Administrator will consult with the parties to determine whether an adjustment is warranted. The Settlement Administrator’s determination of the eligibility for and amount of any Individual Settlement Payment shall be binding on you and the parties.

Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (*e.g.*, employee payroll taxes, etc.). For tax reporting purposes, your Individual Settlement Payment will be allocated and treated as follows: one-quarter (1/4) as wages, subject to required state and federal withholdings and reported on a form W-2; three-quarters (3/4) as penalties and interest reported on a form 1099-MISC. The parties make no representations as to the tax treatment or legal effect of your Individual Settlement Payment. You will be responsible for the payment of any employee taxes and penalties assessed on your Individual Settlement Payment.

7. How and when will I get a payment?

You do not need to do anything to receive your Individual Settlement Payment. Just watch your mail for a check and cash it when you get it. You will have 180 days from issuance of the check to cash it.

If you change your address, or if this notice was not mailed to your correct address, you should immediately provide your current address to the Settlement Administrator.

8. Do the Representative Plaintiffs receive any additional payments?

Subject to Court approval, Plaintiffs will be paid a Class Representative Service Award of \$10,000 each for their services as Class Representatives, as well as for the time, effort and litigation risks incurred by each of the Plaintiffs in bringing and prosecuting the Actions.

YOUR RELEASE OF CLAIMS

9. What am I giving up to get a payment?

You are releasing the Released Claims for the Class Period. The Released Claims are described in Section 10 below. This release of claims applies to Andrews International and its past, present and/or future, direct and/or indirect, parents, predecessors, successors, all affiliates, subsidiaries, officers, directors, agents, employees and stockholders (“Released Parties”).

10. What claims am I releasing?

The claims to be released under the settlement (“Released Claims”) are all claims, rights, demands, liabilities, and causes of action, that were plead or reasonably could have been plead under the Labor Code, state or local wage and hour laws, based on the facts alleged in the First Amended Complaint, including claims for: any meal break violations, including non-compliant on-duty meal breaks; overtime wages; minimum wage violations; rest break violations; failing to maintain accurate time records; receipt of inaccurate itemized wage statements; failure to pay wages within 72 hours of their termination; waiting time penalties; all claims arising under Cal. Labor Code secs. 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, and IWC Wage Orders Nos. 4-2001 secs. 3, 11, 12 and civil and statutory penalties, interest and liquidated damages; all claims arising under the California Labor Code Private Attorneys General Act of 2004 (Labor Code sections 2698, et seq., “PAGA”). Also included are all related claims for conversion and violation of Cal. Business & Professions Code Section 17200.

YOUR RIGHTS AND OPTIONS

11. What happens if I do nothing at all?

If you do nothing and if the Court approves the Settlement, you will automatically be mailed a check for your share of the Settlement proceeds. You will give up your right to sue the Released Parties for the Released Claims during the Class Period. If the Court does not approve the Settlement, the Action will continue.

12. How do I exclude myself from the Settlement?

If you wish to be excluded from the settlement, you must write the Settlement Administrator at the address specified below in Section 19 and request to be excluded postmarked on or before May 5, 2018. Your letter must set forth: (1) your name; (2) your home address; (3) telephone number; (4) a statement that you request to be excluded from the Class; and (5) your dated signature.

A Class Member who does not submit a valid and timely Exclusion Request in the manner and by the deadline specified above shall remain a Class Member and, if the Court approves the Settlement, shall be bound by all terms and conditions of the Settlement and by the Judgment. A Class Member who timely submits a valid Exclusion Request shall not participate in, or be bound by, the Settlement or the Judgment in any respect.

Persons who submit an Exclusion Request shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement. The Court shall be the final arbiter with respect to any disputes over whether an Exclusion Request is a valid Exclusion Request, and/or whether a person is included or excluded from Class membership.

13. How do I tell the Court that I don't like the Settlement?

If you wish to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may simply appear at the Final Approval Hearing set for June 6, 2018 at 10:00 a.m. in the Los Angeles County Superior Court and discuss your objection with the Court and the parties at your own expense. Written objections should provide: (1) your full name; (2) all legal and/or factual bases supporting your objection; (3) your dates of employment; (4) the last four digits of your Social Security number or your Employee ID number; and (5) whether you intend to appear at the Final Approval/Settlement Fairness Hearing.

Written objections must be mailed to the Settlement Administrator on or before May 5, 2018. **DO NOT CONTACT THE COURT.**

THE LAWYERS REPRESENTING YOU**14. Do I have a lawyer in these Actions?**

The Court decided that the law firms of Kabateck Brown Kellner LLP and Capstone Law APC, are qualified to represent you and all Class Members in the Action ("Class Counsel.").

15. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel are already working on your behalf. But if you want your own lawyer, you will have to pay that lawyer. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

16. How will the lawyers and Settlement Administrator be paid?

Class Counsel will apply to the Court for an award of attorneys' fees not to exceed one-third of the Maximum Settlement Fund (\$1,566,667), plus up to \$35,000 of costs and expenses ("Class Counsel Award").

The parties have agreed that CPT Group will serve as the Settlement Administrator of the Settlement. The fees and costs of the Settlement Administrator will be deducted from the Maximum Settlement Amount. The Settlement Administrator's fees and costs are estimated to be \$30,000.

Additionally, a \$37,500 payment will be made to the California Labor and Workforce Development Agency in connection and accordance with the Labor Code Private Attorneys General Act of 2004.

THE FINAL APPROVAL FAIRNESS HEARING**17. When and where will the Court decide whether to approve the Settlement?**

The Court will conduct a final fairness hearing regarding the proposed Settlement (the "Final Settlement Hearing") on June 6, 2018, at 10:00 a.m., in Department 12, of the Los Angeles County Superior Court (Civil Complex Division) located at 312 North Spring Street, Los Angeles, California 90012 before the Honorable Carolyn B. Kuhl. At the Final Settlement Hearing, the Court will hear all properly filed objections, as well as arguments for and against the proposed Settlement. This date may change without further notice to you.

At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the Settlement.

18. Do I have to come to the hearing?

No. You have a right to attend this hearing, but you are not required to do so.

GETTING MORE INFORMATION**19. Are more details about the Settlement available? How do I update my address?**

If you wish to learn more about the Action and the Settlement, including the precise terms and conditions of the Settlement as set forth in the detailed Stipulation of Class Action Settlement and Release of Claims, you may review the pleadings, the orders entered by the Court, and other papers filed in this litigation, at the Los Angeles County Superior Court (Civil Complex Division), 312 North Spring Street, Los Angeles, California 90012, during its regular business hours. You also may review the Joint Stipulation and other documents on the Settlement Administrator's website at: <https://www.cptgroup.com/AndrewsInternationalSettlement>. And you may call the Settlement Administrator toll-free at 1(866) 573-4718 or contact in writing at Andrews International Settlement, c/o CPT Group, Inc, 50 Corporate Park, Irvine, CA 92606. If you need to update your address, please contact the Settlement Administrator.

Class Counsel may be contacted as follows:

Raul Perez
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1875 Century Park E., Suite 1000
Los Angeles, CA 90067
Phone: 888-512-3229

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**DO NOT CALL OR WRITE TO THE COURT.
They will not be able to give you information about this case.**