

Robert Stone v. Universal Protection Service, LP Settlement Administrator
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

CLAIM FORM

Provide any address updates below:

ILYM ID: <<ILYM ID>>

<<Name>>

<<Address 1>>

<<Address 2>>

<<City>>, <<State>> <<ZipCode>>

Telephone Number: <<Telephone>>

A settlement was reached in the case of *Robert Stone v. Universal Protection Service, LP*, American Arbitration Association Case No. 01-15-0002-7497. You are a class member and are entitled to receive a portion of the settlement. **YOUR ESTIMATED SHARE OF THE SETTLEMENT IS \$<<Est.SettAmt>>.** This is based on <<Weeks>> **number of workweeks (total hours worked during Class Period/40).** Your actual share may vary depending on the number of claim forms submitted.

Instructions to Receive Payment – Read and Follow all Instructions:

1. Make sure the address listed above is the address where you want your check mailed. Make any changes to your address in the space provided next to the mailing address above.
2. Enter the information requested in the enclosed Substitute Form W-9 (if applicable) and sign and date the Claim Form. **The Claim Form must be signed and dated to receive payment.**
3. Return the Claim Form in the enclosed envelope, postmarked no later than February 14, 2018, or otherwise deliver it to the Settlement Administrator by February 14, 2018 at:

Robert Stone v. Universal Protection Service, LP Settlement Administrator
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

You may also submit a claim online at www.upssettlement.com on or before February 14, 2018.

If your completed Claim Form is lost in the mail or for any reason is not received at the above address, your Claim will be not considered for payment unless you have a U.S. Mail return receipt showing that the Claim Form was received at the above address or equivalent proof of timely delivery.

4. Any Claim Form (1) not postmarked by February 14, 2018; (2) not signed by you under penalty of perjury; and/or (3) that does not otherwise comply with the claims process is not considered a valid Claim Form. Any Claim Form that is not considered timely and valid will not be paid but you will still be bound by the Release set forth in the Joint Stipulation.

You may contact the Settlement Administrator, ILYM Group, Inc. to inquire how your estimated share of the settlement amount was calculated. ILYM can be reached at:

Robert Stone v. Universal Protection Service, LP Settlement Administrator
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810

RELEASE

Upon the Effective Date of the Settlement, I fully and finally release and forever discharge the Released Parties from the Released Claims. I agree not to sue or otherwise make a claim against any of the Released Parties for the Released Claims.

Released Claims are defined as follows:

The Released Claims include, but are not limited to, any and all claims, wage and hour claims, rights, demands, liabilities and causes of action of any nature or description arising during the Class Period and arising from the facts and claims asserted in the Arbitration and/or Actions and/or the claims that could have been asserted based on the facts ascertained or alleged in the Arbitration and/or Actions against Respondent, including without limitation, claims for statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs, penalties, liquidated damages, interest, attorneys' fees, litigation costs, restitution, equitable relief or other relief under Business & Professions Code § 17200, et seq., based on the following categories: (a) any and all claims involving any alleged failure to pay the minimum wages required by state or federal law; (b) any and all claims arising under state or federal law involving any alleged failure to pay employees for all hours worked, including but not limited to any claim for minimum, straight time, overtime, or double time wages; (c) any and all claims arising under state or federal law involving any alleged failure to pay straight time, overtime or double time wages, including but not limited to any claim involving "off the clock" work, any claim involving Respondent's workday or workweek, and any claim involving failure to include bonuses, other incentive pay, or compensation of any kind in the "regular rate" of pay; (d) any and all claims arising under state or federal law involving any alleged failure to properly provide meal periods and/or authorize and permit rest periods, to pay premiums for missed, late, short or interrupted meal and/or rest periods, or to pay such premiums at the regular rate of compensation required by Labor Code § 226.7; (e) any and all claims involving any alleged failure to keep accurate records or to issue proper wage statements to employees; (f) any and all claims involving any alleged failure to timely pay wages, including but not limited to any claim that Respondent violated Labor Code §§ 201 or 202, and any claim for waiting time penalties under Labor Code § 203; (g) any and all claims involving any alleged failure to reimburse for necessary business expenses under Labor Code §§2800 or 2802, including but not limited to any claim that Respondent failed to provide and/or reimburse for uniform items and uniform maintenance; (h) any and all claims for unfair business practices in violation of Business and Professions Code sections 17200, et seq.; and (i) any and all penalties pursuant to the Private Attorneys General Act ("PAGA") of 2004. The Released Claims include all such claims arising under the California Labor Code (including, but not limited to, sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 227.3, 246, 256, 450, 510, 511, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1197.2, 1198, 1199, 2800, 2802, and 2698 et seq.); the Wage Orders of the California Industrial Welfare Commission; California Business and Professions Code section 17200 et seq.; the California Civil Code, to include but not limited to claims under §§3336 and 3294; the California common law of contract; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; and federal common law. Participating Class Members who submit an executed Claim Form expressly waive and release any Fair Labor Standards Act ("FLSA") claims, whether known or unknown, arising during the Class Period and reasonably related to the claims and allegations in the Arbitration and/or Actions. This release excludes the release of claims not permitted by law and all claims outside the Class Period.

Released Claims do not include: (1) claims asserted in *Parnow, et al. v. Universal Protection Service*, AAA Arbitration No. 01-14-0001-6821 arising from the factual allegations contained in Paragraphs 13 – 16 of the Arbitration Demand or the PAGA claim asserted in *Parnow, et al. v. Universal Protection Service*, Case No. CV 14-334 (Yolo County Superior Court), such PAGA claim is limited to those allegations raised in Paragraphs 13-16 of the Arbitration Demand. The *Parnow* carve-out/exclusion applies only to armed security guards (those who carry firearms in the discharge of their duties) and (2) any claims asserted by David Janata against AlliedBarton Security Services, LLC (or AlliedBarton Security Services, LP) in *Janata v. AlliedBarton*, 37-2013-00030693-CU-OE-CTL, this carve-out/exclusion does not apply to damages and/or claims arising and/or asserted against Respondent after January 1, 2017.

“Released Parties” means:

Universal Protection Service, LP and each of its past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships (defined as a company/corporation and/or partnership that is, directly or indirectly, under common control with Universal Protection Service, LP or any of its parents), divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, the Released Parties’ clients (but only to the extent of the Released Claims set forth in this Settlement Agreement), any entity with potential joint liability, employee benefit plans and fiduciaries thereof, and affiliated organizations (meaning companies that are less than 50% owned by UPS and/or any of its parents), including but not limited to Universal Protection Service, LLC, Universal Protection Service LP, Universal Services of America, LP, Universal Protection Service, LP d/b/a Allied Universal Security Services (“Allied Universal”), and all of their respective employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns.

Consent and Verification

By signing this Claim Form, I am also consenting to join this lawsuit as a party plaintiff under 29 U.S.C. § 216(b) and all other applicable law, agreeing that this consent may be filed with the Arbitrator (with my address and phone number redacted) and agreeing to be bound by any of the Arbitrator’s decisions in this case and the Stipulation and Settlement of Class, Collective, and Representative Claims, including the Released Claims. I am specifically agreeing to join the Opt-In Class and the Class. I acknowledge that I want to receive a settlement payment. In return, I release the Released Claims against the Released Parties as set forth in the Class Notice and the Stipulation and Settlement of Class, Collective, and Representative Claims.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.

Signature: _____ **Date:** _____ (mm/dd/yyyy):

You must sign and date the Claim Form and return it to the Claims Administrator, postmarked by February 14, 2018 in order to receive payment.