

PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698, ET SEQ.)
SETTLEMENT AGREEMENT AND GENERAL AND LIMITED RELEASE And
INDIVIDUAL CLAIMS RELEASE

Robert Navarro v. Allied Private Investigation & Security Services, Inc.
Superior Court of California County of Los Angeles Case No. 20STCV16481

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that settlement shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Section 1 or elsewhere in this Private Attorneys General Act (Labor Code § 2698, *et seq.*) Settlement Agreement and General and Limited Release (“Agreement”).

This Agreement is made by and between Allied Private Investigation & Security Services, Inc. (“Defendant”) and Robert Navarro (“Plaintiff”), for himself and on behalf of the State of California and other aggrieved employees pursuant to the California Private Attorneys General Act (“PAGA”) (Defendant and Plaintiff, as defined herein, are sometimes collectively referred to as the “Parties”).

The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and concluded by this Agreement, which is intended to effect and complete settlement of this matter.

Section 1. Definitions.

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

(a) “Action” means *Robert Navarro v. Allied Private Investigation & Security Services, Inc.*, Superior Court of California County of Los Angeles Case No. 20STCV16481.

(b) “Aggrieved Employees” means any and all current and former non-exempt employees of Defendant who worked within the State of California at any time during the Settlement Period. Defendant represents that as of the date of signing this Agreement, there are approximately 809 Aggrieved Employees.

(c) “Complaint” means the April 30, 2019 Complaint Plaintiff filed in *Robert Navarro v. Allied Private Investigation & Security Services, Inc.*, Superior Court of California County of Los Angeles Case No. 20STCV16481; the First Amended Complaint filed by Plaintiff on September 1, 2020 in the same matter; and the Second Amended Complaint filed by Plaintiff on February 19, 2021 in the same matter. This action and the claims, causes of actions, and primary rights alleged therein, are also collectively referred to herein as the “Litigation.”

(d) “Court” means the Superior Court of California County of Los Angeles.

“Defense Counsel” means:

Joshua Z. Feldman, Esq.
Alexandra Bernstein, Esq.
LITTLER MENDELSON
2049 Century Park East, 5th Floor
Los Angeles, CA 90067
Tel: (310) 553-0308 / Fax: (310) 553-5583

(e) “LWDA” means the State of California, Labor and Workforce Development Agency.

(f) “Plaintiff’s Counsel” means:

Manny M. Starr
Daniel V. Ginzburg
Frontier Law Center
23901 Calabasas Road, STE #2074
Calabasas, CA 91302
Tel: (818) 914-3433 / Facsimile: (818) 914-3433

(g) “Effective Date” means the date this Agreement is approved as provided herein and the Court’s order granting approval of the Settlement and entry of Final Judgment becomes final and is no longer appealable. For purposes of this Agreement, “becomes final and is no longer appealable” shall mean the later of: (a) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the order and judgment approving this Agreement may be timely filed and none is filed (*i.e.*, 61 days from notice of entry of judgment); (b) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the order and judgment, the day after the last date for filing a request for further review of the order and judgment approving this Agreement passes, and no further review is requested; or (c) if an appeal is filed and the order approving this Agreement is affirmed and further review of the order is requested, the day after the review is finally resolved and the order and judgment approving this Agreement is affirmed.

(h) “Employee PAGA Portion” is the total amount to be paid to the Aggrieved Employees, which will be 25% of the Net PAGA Fund, unless the Court determines otherwise.

(i) “Gross PAGA Settlement Fund” means the maximum sum of One Hundred Twenty Thousand Dollars and No Cents (\$120,000) that Defendant has agreed to pay pursuant to Section 3, below.

(j) “Individual PAGA Payment” is the amount to be paid to each individual Aggrieved Employee from the Employee PAGA Portion, unless the Court determines otherwise.

(k) “LWDA Payment” is the amount to be paid to the LWDA, which will be 75% of the Net PAGA Fund, unless the Court determines otherwise.

(l) “Net PAGA Fund” means the amount remaining from the Gross Settlement Fund after the deduction of the Settlement Administration Costs, the service award to Plaintiff, and Attorneys’ Fees and Costs.

(m) “Released Claims” means any and all claims for civil penalties that were or could have been assessed upon or collected from the Released Parties under California Labor Code § 2698, *et seq.*, arising from, based on, or related to the factual allegations of the Complaint, including, but not limited to, alleged violations of California Labor Code §§ 201, 201.3, 202, 203, 204, 210, 226, 226.3, 510, 558, 1174, 1194, 1197, 1197.1, 1198, and 2802 and the applicable Industrial Wage Order(s), including the primary rights of each provision of the State of California under PAGA, and including the PAGA penalty claims described in the PAGA letters of Robert Navarro dated June 1, 2020 and December 8, 2020. In addition, on an individual basis, any and all claims as they relate to Navarro that are not already listed including, but not limited to California Civil Code of Procedure 382, and business and Professions Code section 17200, *et seq.*, and the applicable Wage Orders, regulations, and statutes. The Released Claims do not include any underlying claims or causes of action that Aggrieved Employees may have, and relief that they may seek, against Released Parties with respect to violations of the California Labor Code.

(n) “Released Parties” means Defendant and each of its past, present, and future parents, affiliates (including, but not limited to: subsidiaries, divisions, predecessors, successors, partners, joint venturers, affiliated organizations, shareholders, insurers, reinsurers and assigns, and each of their past, present and future officers, directors, managers, members, trustees, agents, employees, attorneys, contractors, representatives, benefits plans sponsored or administered by the Released Parties, divisions, units, and branches, and any other persons or entities acting on behalf of or in concert with any of the foregoing.

(o) “Settlement” means the terms and conditions memorialized in the Agreement.

(p) “Settlement Administrator” means Phoenix Settlement Administrators, a third-party administrator who shall administer the settlement in accordance with this Agreement. The costs of the Settlement Administrator to perform its duties under this Agreement are currently estimated not to exceed \$4,250.00 (“Settlement Administration Costs”).

(q) “Settlement Period” means the time period beginning from June 1, 2019 through April 13, 2021.

Section 2. Background.

(a) On April 30, 2019, Plaintiff filed a Complaint in Los Angeles Superior Court alleging the following in his individual basis: failure to pay hourly and overtime wages; failure to reimburse required business expenses; failure to provide suitable seating; failure to furnish itemized wage statements; failure to pay all wages upon conclusion of employment; and unlawful and/or unfair business practices. On June 1, 2020, Plaintiff filed a letter with the LWDA alleging on behalf of Aggrieved Employees from underpayment of wages, failure to pay minimum wage, wage statement violations, and suitable seating. On September 1, 2020, Plaintiff

amended his First Amended Complaint to include a PAGA claims for all claims (including reimbursements, failure to pay all wages upon conclusion of employment, and overtime pursuant to Labor Code 510). On December 8, 2020, Plaintiff submitted another letter to the LWDA alleging that Allied was a Temporary Services Employer and that Allied failed to pay Aggrieved Employees weekly as required by California Labor Code section 201.3. On February 19, 2021 Plaintiff filed his Second Amended Complaint to include a PAGA claim for failing to pay weekly as required by Labor Code section 201.3.

(b) Defendant denies all of the allegations in the Complaint and denies that it has committed or is liable for any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind.

(c) The Parties reached this settlement only after conducting extensive investigation of the facts and law. The Parties believe and agree this Settlement provides for a fair, adequate, and reasonable resolution of the Litigation and have arrived at the Settlement after extensive, arms-length negotiations, including use of a private mediator, taking into account all relevant factors, present and potential.

(d) The Parties understand, acknowledge, and agree this Agreement constitutes a compromise of the Released Claims. It is also the desire and intention of the Parties to implement a final and complete resolution of the Litigation. The Parties further acknowledge nothing in this Agreement shall be construed as an admission by Defendant of liability.

(e) This Agreement contemplates (1) entry of an Order by the Court approving this settlement; (2) an Order entering Judgment; and (3) all parties bearing their respective fees and costs except as expressly provided in this Agreement.

Section 3. Terms of Agreement.

(a) Gross Settlement Fund. Defendant agrees to pay \$120,000 on a non-reversionary basis as a full, complete and final settlement of the Action.

(b) Net PAGA Fund. The Net PAGA Fund shall represent California Labor Code Section 2699 penalties, of which 75% of the amount will be paid to the LWDA as the LWDA Payment and 25% will be paid to Aggrieved Employees as Individual PAGA Payments (i.e., Employee PAGA Portion), unless the Court determines otherwise. A reallocation of the Net PAGA Fund directed by the Court shall not be a basis for either side to void the Agreement. Aggrieved Employees will be issued Form 1099 (if applicable) for their Individual PAGA Payment. The Individual PAGA Payment for each Aggrieved Employee will be based on the number of biweekly payroll periods that each Aggrieved Employee was actively employed during the Settlement Period ("Pay Periods"). Subject to Court approval of the Attorney Fees, Costs, Plaintiff's individual payment, and Settlement Administrator Costs, the Net PAGA Fund equals \$55,750, of which \$13,937.50 will be distributed among the Aggrieved Employees as set forth above, and the remaining \$41,812.50 will be paid to the LWDA.

(c) Escalator Clause. Defendant represents that from June 1, 2020 to March 3, 2021, there were approximately 8,528 total Pay Periods for all Aggrieved Employees. If the actual

number of Pay Periods during the Settlement Period is more than 10% above 8,528, the Gross Settlement Fund shall be increased by the percentage that the actual number exceeds 8,528.

(d) Attorneys' Fees and Costs and Plaintiff's Individual Claims. Plaintiff's Counsel and Plaintiff will request and be paid, subject to approval by the Court, an amount of \$40,000 for attorneys' fees ("Attorneys' Fees") and reimbursement of actual litigation costs of \$8,000 as approved by the Court ("Costs") (together, "Attorneys' Fees and Costs") and payment of \$12,000 to Plaintiff for his individual claims from the Gross Settlement Fund. Defendant will not oppose these requests. Any reduction in this payment by the Court is not grounds to void this Agreement and any funds requested but not awarded as Attorneys' Fees and Costs will become part of the Net PAGA Fund pursuant to the distribution terms of the Agreement or any terms imposed by the Court. Plaintiff shall not have the right to revoke the Agreement if the Court reduces or does not approve the requested Attorneys' Fees and Costs, although Plaintiff shall retain the right to appeal any reduction of Attorneys' Fees and Costs.

(1) The Settlement Administrator will issue IRS Forms 1099 to Plaintiff's Counsel as required by IRS regulations. Plaintiff's Counsel shall bear full responsibility for the payment of any taxes or withholdings arising from the Attorneys' Fees and Costs. Such Attorneys' Fees and Costs shall include and satisfy all past and future fees and costs incurred to prosecute and settle the Litigation and obtain the order of approval and judgment.

(2) Any expenses for the purchase of an annuity by the Settlement Administrator shall be paid separately by Plaintiff's Counsel and shall not be included within the Settlement Administration Costs. Defendant and Defendant's counsel shall not be liable for any expenses associated with the purchase of an annuity by the Settlement Administrator.

(3) Except as expressly provided herein, Defendant and Plaintiff shall each bear their own attorneys' fees and costs.

(e) Settlement Administration Costs. The Settlement Administration Costs shall not exceed \$4,250.00, subject to Court approval, and shall include all costs of administering the settlement, including, but not limited to, all tax document preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees associated with preparing, issuing and mailing any and all notices and other correspondence to Aggrieved Employees; all costs and fees associated with communicating with Aggrieved Employees, Plaintiff's Counsel, and Defendant's Counsel; all costs and fees associated with computing, processing, reviewing, and making payments to Aggrieved Employees; costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency; and any other cost and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its duties under this Agreement.

Section 4. Cooperation.

The Parties will cooperate in obtaining through written stipulation or unopposed motion, an Order from the Court approving the terms of this Agreement at the earliest possible date. The Parties agree to use their best efforts to expedite the preparation and submission of the settlement documents. The Parties further agree to fully cooperate in the drafting and/or filing of any further

documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to the approval of this Agreement.

Section 5. Submission to LWDA and Court Approval.

The Parties will seek to obtain Court approval of this Agreement by way of a stipulation or unopposed motion to be filed by Plaintiff's Counsel. If approval is sought by way of motion, Plaintiff's Counsel shall prepare, file, and serve the motion for approval of the Agreement and proposed judgment and order, which shall declare that Plaintiff, the LWDA, and the Aggrieved Employees (to the fullest extent allowed under law) are bound by the release of the Released Claims as defined in Section 1(m) and set forth herein. Plaintiff's Counsel shall submit the Agreement to the Court and LWDA, as necessary under California Labor Code § 2699(l) and any other applicable provision. Should either Party fail to act and/or facilitate submission of this Agreement for approval by the Court, the other party may seek to obtain court approval of the Agreement. The Court's approval of this Agreement shall be embodied in a written Order, which shall be submitted to the LWDA. Should the Court not grant approval of this Agreement, then the entirety of the Agreement shall be null and void, unless otherwise agreed upon in writing by the Parties.

Section 6. Notice to Aggrieved Employees and Settlement Payment Procedures.

(a) List of Aggrieved Employees:

(1) No later than twenty (20) calendar days after the Court enters an Order approving the terms of this Agreement, Defendant shall provide the Settlement Administrator with a list of the Aggrieved Employees (the "Aggrieved Employees List"). The Aggrieved Employees List shall include each Aggrieved Employee's (1) full name, (2) last known address, (3) last known phone number, (4) pertinent dates of employment and corresponding number of Pay Periods, and (5) Social Security number. This information shall be treated as and remain confidential and shall be used solely to manage the notice and settlement administration process described herein, shall not be disclosed to anyone other than the Settlement Administrator, except as necessary to applicable taxing authorities, or pursuant to express written authorization of Defendant, the individual in question, or by order of the Court.

(2) The Settlement Administrator shall conduct one National Change of Address ("NCOA") search for all Aggrieved Employees identified on the Aggrieved Employees List. No later than ten (10) business days after the Effective Date, the Settlement Administrator shall mail the Cover Letter (attached hereto as "Exhibit A") and each Individual PAGA Payment (together, "Payment Packet") to all Aggrieved Employees by first-class United States mail, postage prepaid, to the last known address of each Aggrieved Employee with directions to the Postmaster to forward the Payment Packet and return all undeliverable Payment Packets to the Settlement Administrator. For each Payment Packet that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the Aggrieved Employee by using an address refresher database.

(3) All costs incurred by the Settlement Administrator in connection with the current settlement, whether foreseen or not, shall be paid out of the Gross Settlement Fund.

(b) Payments to Aggrieved Employees

(1) All Individual PAGA Payments to Aggrieved Employees will be calculated according to each of their number of Pay Periods, by dividing each Aggrieved Employee's individual number of Pay Periods by the total number of Pay Periods of all Aggrieved Employees, and multiplying the resulting figure by the Employee PAGA Portion.

(2) Individual PAGA Payments are considered 100% penalties and will not be subject to local, state or federal tax withholdings. All Aggrieved Employees who cash, deposit, or negotiate their Individual PAGA Payment check may receive an IRS Form 1099 reflecting this portion of the Settlement.

(3) The Individual PAGA Payment checks issued to Aggrieved Employees shall remain valid and negotiable for one hundred eighty (180) calendar days. Thereafter, all checks that have not been cashed, deposited, or otherwise negotiated shall be voided and the funds represented thereby shall be paid to The State Bar of California Justice Gap Fund by the Settlement Administrator.

(4) In no event will any funds or payment be due by Defendant prior to the Effective Date of this Agreement.

(c) Payments to the LWDA, Plaintiff's Counsel, Plaintiff, and the Settlement Administrator

Payments to Plaintiff's Counsel for Attorneys' Fees and Costs, payment to Plaintiff, and payment to the Aggrieved Employees will be deposited with the Settlement Administrator in the following manner from the date of Court approval of the Settlement.

Payment (1) due 15 days from Court approval of the Settlement in the amount of \$29,000.

Payment (2) due 45 Days from Court approval of the Settlement in the amount of \$25,000.

Payment (3) due 75 days from Court approval of the Settlement in the amount of \$24,187.50.

Upon receipt of payments 1, 2, and 3 in full by the Settlement Administrator, the Settlement Administrator will disburse the Attorneys' Fees, Costs, payment to Plaintiff, Settlement Administration Costs, and payment to the Aggrieved Employees in the manner described in section 6(b) above.

No later than Three Hundred and Sixty-Five (365) days from Court approval of the Settlement, the Defendant shall mail the Court-approved LWDA Payment of \$41,812.50 to the LWDA.

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Section 7. Disputes Relating to Settlement Administration.

Any disputes concerning administration of the Settlement which cannot be resolved by the Parties shall be submitted to and resolved by the Court.

Section 8. Judgment.

Upon payment of the entire Gross Settlement Fund by Defendant and distribution of the Gross Settlement Fund by the Settlement Administrator in accordance with this Agreement, Plaintiff and Defendant will jointly submit a Notice of Satisfaction of Judgment.

Section 9. No Admission of Wrongdoing.

This Agreement and compliance with the Agreement shall not constitute an admission by Defendant of any liability whatsoever, or an admission by Defendant of any violations of Plaintiff's rights, violation of any order, law, statute, duty or contract whatsoever. Defendant specifically disclaims any liability to Plaintiff or any other allegedly Aggrieved Employee for any alleged violation of his/her rights, or for any alleged violation of any order, law, statute, duty or contract.

Section 10. Non-Evidentiary Use.

Neither this Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, or their respective counsel in the Litigation or in any other action or proceeding provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement, including use by Defendant to attempt to establish that an Aggrieved Employee or the LWDA has resolved or has been compensated for any claims made by that employee or the LWDA.

Section 11. Impact of Non-Approval by Court.

(a) Should the Court not approve this Agreement in its entirety, the Parties shall request leave and work jointly to make reasonable efforts to remedy the settlement in order to obtain the Court's approval.

(b) If the Court ultimately fails to approve this Agreement after the Parties' joint attempt to remedy the issues, then this Agreement shall be considered null and void and neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect and shall not be referred to or used for any purpose whatsoever. All Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court.

(c) Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect. Material terms of this Agreement include: the definition of Aggrieved Employees (Section 1(b)); the definition of Effective Date (Section 1(g)); the definition of Settlement Period (Section 1(q)); the definition of Released Claims (Section 1(m)); the definition of Released Parties (Section 1(n)); the definition of Gross

Settlement Fund (Section 3(a)); the requirement for entry of an Order by the Court approving this Agreement and entering Judgment as contemplated in Section 5.

Section 12. Releases.

a) Release by Plaintiff, Aggrieved Employees, and the State of California. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge disputes and claims arising from or related to the Action. Upon entry of the Order approving the Settlement and payment of the Gross Settlement Fund as described in this Agreement, Plaintiff, the Aggrieved Employees, and the State of California shall be bound by this Agreement and shall have recourse exclusively to the benefits, rights, and remedies provided hereunder. Plaintiff, the Aggrieved Employees and the State of California shall be deemed to have, and by operation of the Order granting approval of this Agreement, shall have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from the Released Claims.

b) Release by Plaintiff. Upon entry of the Order approving the Settlement and payment of the Gross Settlement Fund as described in this Agreement, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff, individually and on behalf of his heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, arising out of or related to Defendant's employment of Plaintiff, which Plaintiff has or may have during the Settlement Period. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff's employment with Defendant and the termination of that employment, including without limitation claims arising under federal, state or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990, and the Age Discrimination in Employment Act.

Section 13. Voluntariness.

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

Section 14. Representations and Warranties.

Plaintiff represents and warrants that he has the right and exclusive authority to execute this Agreement. Each Party to this Agreement also represents and warrants to, and agrees with, each other Party hereto as follows:

(a) Each Party has carefully read and knows and understands the full contents of this Agreement and is voluntarily entering into this Agreement after having received independent legal advice from his or its attorneys with respect to the advisability of making the Settlement provided for herein and the advisability of executing this Agreement.

(b) Each Party to this Agreement has investigated the facts relevant to this settlement and this Agreement, and all matters pertaining thereto, to the fullest extent that each Party deems necessary.

(c) Each separately-numbered section or paragraph in this Agreement is contractual, not merely a recital.

(d) Each of the Parties has participated in the drafting of all provisions of this Agreement, has had an adequate opportunity to read, review, and consider the effect of the language of this Agreement, and has agreed to its terms.

Section 15. Revocation.

Plaintiff agrees that his waiver and release of rights and claims as set forth herein is knowing and voluntary and that Plaintiff is receiving consideration herein which may be in addition to anything of value to which he is already entitled. Plaintiff acknowledges the following: (a) Plaintiff are represented by and consulted with his attorneys prior to executing this Agreement; (b) this Agreement has been written in a manner calculated to be understood by Plaintiff, and Plaintiff has consulted his attorneys if Plaintiff does not understand any provisions contained in this Agreement; (c) the individual release and waiver in this Agreement specifically covers any claims of age discrimination; (d) this Agreement does not waive rights or claims that may arise after Plaintiff executes it; (e) Plaintiff had twenty-one (21) days to consider this Agreement but can elect to sign it sooner; and (f) Plaintiff is provided with a seven (7) day period to revoke this Agreement by delivering written notification of revocation in person or by messenger addressed to counsel for Defendant, which will expire seven (7) days after they execute this Agreement. Plaintiff acknowledges and agrees that, in the event that Plaintiff revokes this Agreement pursuant to this provision, Plaintiff will not be entitled to receive any payments, and this Agreement will be null and void *ab initio*.

Section 16. Amendments and Waiver.

This Agreement may not be changed, altered, or modified, except in writing signed by counsel for the Parties and approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement, unless expressly stated otherwise.

Section 17. Successors and Assigns.

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, Plaintiff's Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the

sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person. Plaintiff expressly warrants that she has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

Section 18. Governing Law.

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, and in all cases shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties hereto. The Court will retain continuing jurisdiction to enforce the Agreement.

Section 19. Entire Agreement.

This Agreement, including the Exhibit referred to herein, which forms an integral part hereof, contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Action.

Section 20. Counterparts.

The Parties may execute this Agreement in counterparts, and execution of counterparts will have the same force and effect as if all Parties signed the same instrument. Electronic, facsimile or .pdf copies of any such signed counterparts may be used in lieu of the original for any purpose.

Section 21. Dispute(s).

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, the Parties agree to submit any such dispute(s) to the Court.

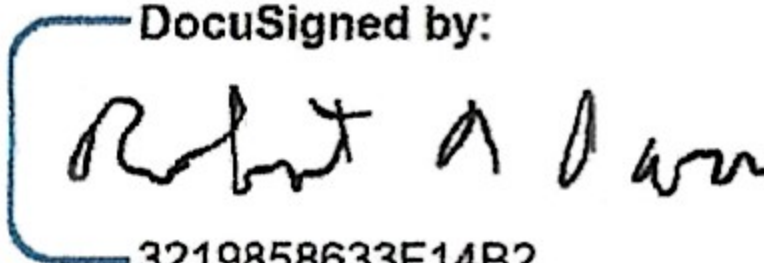
IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement and Limited Release on the date set forth.

APPROVED AND ACCEPTED.

PLAINTIFF

Dated: May __, 2021

05/17/21 | 12:17 PDT

DocuSigned by:

By _____
Robert Navarro

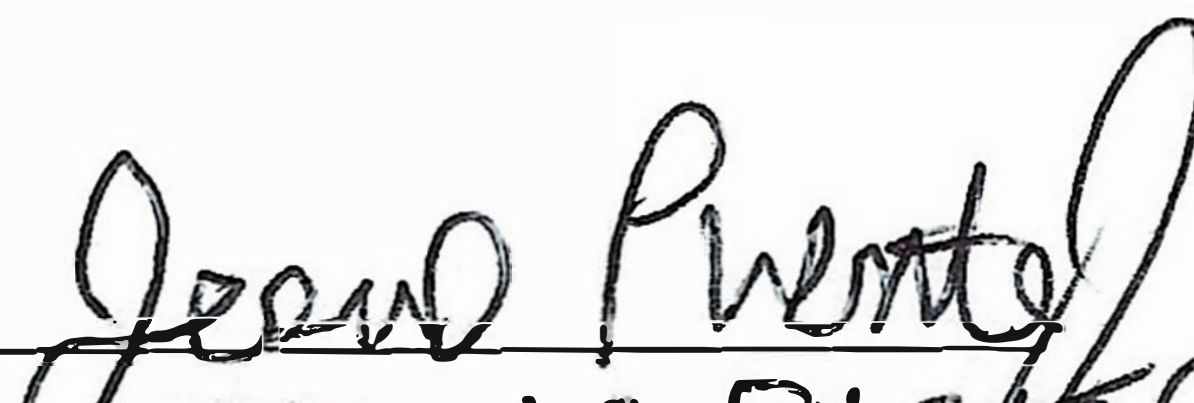
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DEFENDANT: Allied Private Investigation & Security Services, Inc.

Dated: May 18, 2021

By 
Name: JESUS PUEENTES
Title: CEO

On behalf of Allied Private Investigation & Security Services, Inc.

APPROVED AS TO FORM:

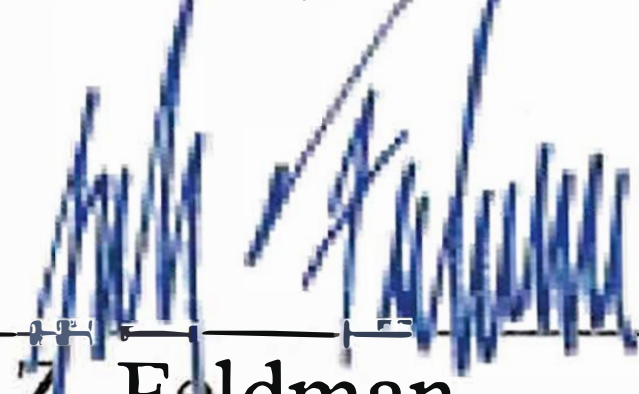
Dated: May __, 2021
05/17/21 | 11:38 PDT

Frontier Law Center

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By 
6D656F47D51F483...
Manny M. Starr
Daniel V. Ginzburg
Attorneys for Plaintiff Robert Navarro

Dated: May 20, 2021

Littler Mendelson, P.C.

By 
Joshua Z. Feldman
Alexandra Bernstein

Attorneys for Allied Private Investigation & Security Services, Inc.

EXHIBIT A

Robert Navarro v. Allied Private Investigation & Security Services, Inc.
Superior Court of California County of Los Angeles Case No. 20STCV16481

[Claims Administrator Name]

[Address]

[Phone Number]

«Barcode»

«BarcodeString»

SIMID «SIMID»

«FirstName» «LastName»

XXX – XX - ____ - ____ - ____

«Address1» «Address2»

Social Security Number

«City» «State» «Zip»

Plaintiff Robert Navarro (“Plaintiff”), in his capacity as a private attorney general, sued Allied Private Investigation & Security Services, Inc. (“Defendant”) for civil penalties pursuant to the California Private Attorney General Act of 2004 (“PAGA”). Plaintiff claims Defendant violated the California Labor Code with respect to Defendant’s non-exempt employees in California between June 1, 2019 and April 13, 2021 (“Settlement Period”) by, among other things, failure to properly compensate at proper rate of overtime pay, failure to provide reimbursement, failure to provide suitable seating, failure to provide accurate wage statements, failure to pay wages upon conclusion of employment, and failing to pay weekly as required by Labor Code section 201.3. Defendant denies all liability, and asserts that it has fully complied with all applicable wage-and-hour laws, and the Court has made no finding of liability or violation. Nevertheless, the Parties have entered into a settlement with Plaintiff solely for purposes of resolving this dispute on his behalf and on behalf of non-exempt employees of Defendant who worked in California at any time during the Settlement Period (the “Aggrieved Employees”). The settlement has been approved by the Superior Court of California County of Los Angeles in the above case (the “Settlement”).

The Parties have agreed that a portion of the settlement will be distributed on a pro rata basis to Aggrieved Employees (“Employee PAGA Portion”). Defendant’s records show that you worked at Defendant’s or a related entity, as a non-exempt employee in California for some period of time during the Settlement Period. As an Aggrieved Employee, you will receive a pro rata share of the Employee PAGA Portion based on Defendant’s records of the number of pay periods you worked during the Settlement Period, which in your case is [insert number of pay periods]. Based on Defendant’s records, you are receiving approximately \$ ____.

The Settlement settles and permanently resolves any and all claims for civil penalties that were or could have been assessed upon or collected from the Released Parties under California Labor Code § 2698, *et seq.*, arising from, based on, or related to the factual allegations of the Complaint, including, but not limited to, alleged violations of California Labor Code §§ 201, 201.3, 202, 203, 204, 210, 226, 226.3, 510, 558, 1174, 1194, 1197, 1197.1, 1198, 2802, and the applicable Industrial Wage Order(s) including the primary rights of each provision of the State of California under PAGA, and including the PAGA penalty claims described in the PAGA letters of Robert Navarro dated June 1, 2020 and December 8, 2020. The Released Claims do not include any underlying claims or causes of action that Aggrieved Employees may have, and relief that they may seek, against Released Parties with respect to violations of the California Labor Code. The “Released Parties” are Defendant and each of its past, present, and future parents, affiliates, subsidiaries, divisions, predecessors, successors, partners, joint venturers, affiliated organizations, shareholders, insurers, reinsurers and assigns, and each of their past, present and future officers, directors, managers, members, trustees, agents, employees, attorneys, contractors, representatives, benefits plans sponsored or administered by the Released Parties, divisions, units, and branches, and any other persons or entities acting on behalf of or in concert with any of the foregoing.

Please Note: You have one hundred eighty (180) calendar days to cash the enclosed check or it will be null and void and the settled claims from the Settlement will remain binding and enforceable as to you. Individual settlement payments are subject to taxation and will be reported to the IRS and state tax authorities. You will receive appropriate tax forms pertaining to your individual settlement payment.

Do not call or write the Court or Office of the Clerk to ask questions about the settlement or to ask

questions about the claims process. Contact the settlement administrator at **insert** with any questions.