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PAGE]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

EDDIE MCKINNIE, on behalf of himself and
all others similarly situated and aggrieved,

Plaintiff,

v.

IRON MOUNTAIN SECURE SHREDDING,
INC., a Delaware corporation; IRON
MOUNTAIN MANAGEMENT SERVICES,
INC., a Delaware corporation; IRON
MOUNTAIN INCORPORATED, a Delaware
corporation; IRON MOUNTAIN
FULFILLMENT SERVICES, INC., a Delaware
corporation; IRON MOUNTAIN
INFORMATION MANAGEMENT
SERVICES, INC., a Delaware corporation;
IRON MOUNTAIN DATA CENTERS, LLC, a
Delaware limited liability company; IRON
MOUNTAIN INFORMATION
MANAGEMENT, LLC, a Delaware limited
liability company; IRON MOUNTAIN DATA
CENTERS SERVICES, LLC, a Delaware
limited liability company; and DOES 1 to 100,
inclusive,

Defendants.

Case No. 21STCV05707

**JOINT STIPULATION AND
SETTLEMENT AGREEMENT OF
CLASS ACTION AND PAGA CLAIMS**

ASSIGNED FOR ALL PURPOSES TO
JUDGE HON. DAVID S. CUNNINGHAM

Trial Date: None
Complaint Filed: February 16, 2021

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MOUNTAIN INCORPORATED, IRON MOUNTAIN
7 FULFILLMENT SERVICES, INC., IRON
MOUNTAIN INFORMATION MANAGEMENT
8 SERVICES, INC., IRON MOUNTAIN DATA
CENTERS, LLC, IRON MOUNTAIN
9 INFORMATION MANAGEMENT, LLC, and IRON
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as an individual and on behalf of all others similarly
19 situated and aggrieved

This Joint Stipulation and Settlement Agreement of Class Action and PAGA Claims (“Stipulation of Settlement” or “Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Eddie McKinnie (hereinafter referred to as “Named Plaintiff” or “Plaintiff”) and on behalf of the Settlement Class Members and PAGA Employees (as defined below) and Defendants Iron Mountain Secure Shredding, Inc., Iron Mountain Management Services, Inc.¹, Iron Mountain Incorporated, Iron Mountain Fulfillment Services, Inc., Iron Mountain Information Management Services, Inc., Iron Mountain Data Centers, LLC, Iron Mountain Information Management, LLC, and Iron Mountain Data Centers Services, LLC (together “Defendants”) (Plaintiff and Defendant hereinafter collectively referred to as the “Parties”).

THE PARTIES STIPULATE AND AGREE as follows:

DEFINITIONS

1. **“Class Counsel”** shall mean Michael Crosner, Zachary Crosner, Blake Jones, and Chad Saunders of Crosner Legal, P.C.
2. **“Class Period”** shall mean October 1, 2017 through the date Preliminary Approval of the Class Settlement is granted or September 1, 2022, whichever is earlier.
3. **“Court”** shall mean the Superior Court of the State of California for the County of Los Angeles.
4. **“Court’s Final Order and Judgment”** means the Final Order Approving Class Action and PAGA Settlement and Judgment in a form to be agreed upon by the Parties and approved by the Court.
5. **“Defendants’ Counsel”** shall mean Elizabeth Staggs Wilson, Rod Fliegel, and James Payer of Littler Mendelson, P.C.
6. **“Effective Date”** shall have the meaning ascribed to it in Paragraph 38, below.

¹ Defendant is not aware of any entity named Iron Mountain Management Services, Inc. and there is no such entity within the corporate structure of Iron Mountain Incorporated.

1 7. **“Enhancement Award”** shall mean the payment not to exceed Five Thousand
2 Dollars (\$5,000) made to Plaintiff in his capacity as a Named Plaintiff, which sum is over and above
3 his Qualified Class Member Payment and PAGA Employee Payment.

4 8. **“Final Approval Hearing”** shall mean the hearing whereat the Court shall consider,
5 without limitations, any timely objections to the Settlement from Qualified Class Members,
6 testimony from the Parties or their counsel, declarations regarding the Settlement Class Members’
7 response from the Settlement Administrator, and otherwise make a final determination regarding
8 the fairness of the Settlement as set forth herein.

9 9. **“Gross Settlement Amount”** shall refer to One Million Five Hundred Thousand
10 Dollars and Zero Cents (\$1,500,000.00), which is the maximum amount that Defendants will pay
11 pursuant to resolve the claims of the Settlement Class Members. With the exception of Defendants’
12 share of employment taxes, which shall be paid separately by Defendants, the Gross Settlement
13 Amount will include all payments to be made to Settlement Class Members, the LWDA, the PAGA
14 Employees, attorneys’ fees and costs approved by the Court, fees to be paid to a settlement
15 administrator, and the enhancement award to Named Plaintiff Eddie McKinnie (“Named Plaintiff”
16 or “Plaintiff”). In no event shall Defendants be liable for the payment of any amounts exceeding
17 the Gross Settlement Amount, with the exception of the employer’s share of payroll taxes due and
18 payable as a result of this Settlement, which shall be paid separately from the Gross Settlement
19 Amount, and the Individual Lawsuit Payment, which is described below in subpart (c). In no event
20 will any of the Gross Settlement Amount revert to Defendants.

21 10. **“Qualified Class Member Payment”** will be the portion of the Net Settlement
22 Amount payable to a Qualified Class Member.

23 11. **“Lawsuit”** shall mean the action entitled *Eddie McKinnie v. Iron Mountain Secure*
24 *Shredding, Inc., et al.* Los Angeles County Superior Court, Case No. 21STCV05707.

25 12. **“LWDA”** shall mean the California Labor and Workforce Development Agency.

26 13. **“Named Plaintiff”** or **“Plaintiff”** shall mean Plaintiff Eddie McKinnie.

27 14. **“Net Settlement Amount”** shall be the remaining funds from the Gross Settlement
28 Amount after the deduction of the amounts approved for the Enhancement Award to the Named

1 Plaintiff, the PAGA Payment, the Settlement Administrator's costs, and Class Counsel's fees and
2 expenses.

3 15. **"Notice of Proposed Settlement"** or **"Notice"** means the Notice of Pendency of
4 Class Action in substantially the form attached hereto as Exhibit A, and as approved by the Court.

5 16. **"PAGA"** shall mean the California Labor Code Private Attorneys General Act of
6 2004, Labor Code §§ 2698 *et seq.*

7 17. **"PAGA Employees"** shall mean all persons who are Settlement Class Members
8 who were employed at any time from February 18, 2020, through the date Preliminary Approval
9 of the Class Settlement is granted or September 1, 2022, whichever is earlier.

10 18. **"PAGA Payment"** means the payment to the LWDA and the PAGA Employees in
11 settlement of all claims for PAGA penalties.

12 19. **"PAGA Employee Payments"** means the payment issued to each PAGA Employee
13 for his/her/their share of the PAGA Payment.

14 20. **"PAGA Period"** shall mean the time period from February 18, 2020, through the
15 date of Preliminary Approval of the Class Settlement or September 1, 2022, whichever is earlier.

16 21. **"Parties"** shall refer to the Plaintiff and Defendants, each of whom is a "Party."

17 22. **"Qualified Class Members"** shall mean the individual Settlement Class Members
18 who do not opt-out of the Settlement by submitting a valid request for exclusion as described in
19 Paragraph 55.

20 23. **"Released Claims"** shall have the meaning ascribed to it in Paragraph 62(a)-(d)
21 below.

22 24. **"Released Parties"** collectively shall encompass Defendants and any of their past,
23 present, and future direct or indirect parents, subsidiaries, predecessors, successors, and affiliates,
24 as well as each of their past, present, and future officers, directors, employees, partners, members,
25 shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could
26 be jointly liable with Defendants

27 25. **"Settlement Administrator"** shall mean Simpluris, Inc.
28

27. **“Settlement Class Members”** shall mean any individual who is a member of the Settlement Class.

28. Plaintiff filed a class action complaint and representative action on February 16, 2021, on behalf of himself and all non-exempt employees employed by Defendants since February 16, 2017. Plaintiff's complaint includes causes of action for 1) Recovery of Unpaid Minimum Wages and Liquidated Damages; 2) Recovery of Unpaid Overtime; 3) Failure to Provide Meal Periods or Compensation in Lieu Thereof; 4) Failure to Provide Rest Periods or Compensation in Lieu Thereof; 5) Failure To Pay Sick Time Benefits; 6) Failure to Provide Accurate Wage Statements; 7) Failure to Timely Pay Wages During Employment and Upon Separation of Employment; 8) Failure to Maintain Accurate Records; 9) Violation of Unfair Competition Law; and 10) Violation of PAGA.

30. Defendants deny any liability or wrongdoing of any kind whatsoever associated with the claims in the Lawsuit, and further deny that, for any purpose other than settling this Lawsuit, this Lawsuit is appropriate for class action or representative treatment.

32. It is the Parties' intention that this Stipulation of Settlement shall constitute a full and complete settlement and release of all Class Released Claims and all PAGA Claims (as defined in Paragraphs 62 and 63 below) against all Released Parties.

1 33. It is the Parties' intention that this Settlement shall not become effective until the
2 Effective Date, as defined in Paragraph 38, below.

3 34. The Parties agree to cooperate and take all steps necessary and appropriate to
4 consummate this settlement in accordance with the terms of this Stipulation of Settlement.

5 **TERMS OF SETTLEMENT**

6 35. In consideration of the mutual covenants, promises and agreements set forth herein,
7 the Parties agree, subject to the Court's approval, to the terms herein.

8 36. It is agreed by and between Plaintiff and Defendants that this Lawsuit and any
9 claims, demands, liabilities, penalties, damages or causes of action of any kind whatsoever claimed
10 by Plaintiff on behalf of himself, the Settlement Class Members, and/or the PAGA Employees
11 arising out of the disputes which are the subject of this Lawsuit, be settled and compromised,
12 subject to the terms and conditions set forth in this Stipulation of Settlement and the Court's
13 approval.

14 37. Amendment to Complaint. Plaintiff shall seek leave of the Court to file a First
15 Amended Complaint, which adds PAGA allegations for (1) failure to reimburse and indemnify
16 expenses (Violation of Labor Code § 2802) and (2) failure to pay all accrued vacation wages at
17 termination (Violation of Labor Code § 227.3). Plaintiff shall further submit an amended PAGA
18 letter to the LWDA adding the same claims and incorporate the amended PAGA letter into the First
19 Amended Complaint. For purposes of this Settlement only, Defendants agree that the filing of the
20 First Amended Complaint relates back to the filing of the original Complaint in this Action for
21 purposes of the applicable statutes of limitations for the causes of action alleged in the First
22 Amended Complaint.

23 38. Effective Date: The Effective Date of the Settlement shall means the later of: (i) if
24 no timely objections are filed, or are withdrawn prior to Final Approval, then sixty calendar days
25 after the date the Court enters Judgment; or (ii) if a Settlement Class Member files an objection to
26 the Settlement, the Effective Date shall be the later of the following events: five business days after
27 the period for filing any appeal, writ, or other appellate proceeding opposing Final Approval has
28 elapsed without any appeal, writ, or other appellate proceeding having been filed; or, if any appeal,

1 writ, or other appellate proceeding opposing Final Approval has been filed, five business days after
2 any appeal, writ, or other appellate proceedings opposing the Settlement has finally and
3 conclusively dismissed with no right to pursue further remedies or relief.

4 39. Gross Settlement Amount: To implement the terms of this Settlement, Defendants
5 agree to pay a maximum total payment of One Million Five Hundred Thousand Dollars
6 (\$1,500,000.00), which includes payments to Qualified Class Members (excluding any appropriate
7 and lawfully required employer-side payroll taxes owed by Defendants on such payments which
8 Defendants shall be separately responsible for apart from the Gross Settlement Amount),
9 Enhancement Award to the Named Plaintiff, the PAGA Payment, the Settlement Administrator's
10 fees and costs, and approved attorneys' fees and litigation costs. Except as otherwise specified
11 herein, Defendants shall not be required to pay any additional monies beyond the amount of the
12 Gross Settlement Amount plus the employer-side payroll taxes. Further, no portion of the Gross
13 Settlement Amount shall revert to Defendants, and any amount of the Gross Settlement Amount
14 not required to pay the above-referenced amounts shall be paid to the Qualified Class Members on
15 a pro rata basis according to the formula contained herein.

16 40. Tax Treatment of the Gross Settlement Amount: The Parties agree that the Gross
17 Settlement Amount will qualify as a settlement fund pursuant to the requirements of section
18 468(B)(g) of the Internal Revenue Code of 1986, as amended, and section 1.468B-1. *et seq.* of the
19 income tax regulations. Furthermore, the Settlement Administrator is hereby designated as the
20 "Administrator" of the qualified settlement funds for purposes of section 1.46B-2(k) of the income
21 tax regulations. As such, all taxes imposed on the gross income of the Gross Settlement Amount
22 and any tax-related expenses arising from any income tax return or other reporting document that
23 may be required by the Internal Revenue Service or any state or local taxing body will be paid from
24 the Gross Settlement Amount.

25 41. Funding of Settlement Amount: Within fourteen (14) calendar days after the
26 Effective Date, Defendants shall transfer to the Settlement Administrator an amount equal to the
27 Gross Settlement Amount plus the employer's share of payroll taxes. The delivery of the Gross
28 Settlement Amount and the employer's share of payroll taxes to the Settlement Administrator shall

1 constitute full and complete discharge of the entire obligation of Defendants under this Settlement.
2 Once Defendants have made such payments, they will be deemed to have satisfied all terms and
3 conditions under this Settlement, shall be entitled to all protections afforded to Defendants under
4 this Settlement, and shall have no further obligations under the terms of the Settlement regardless
5 of what occurs with respect to those sums.

6 42. Allocation of the Gross Settlement Amount: Subject to Court approval and the
7 conditions specified in this Agreement, and in consideration of the mutual covenants and promises
8 set forth herein, the Parties agree the Gross Settlement Amount shall encompass the following: (1)
9 Class Counsel's fees and expenses; (2) the Named Plaintiff's Enhancement Award; (3) the
10 Settlement Administrator's costs; (4) the PAGA Payment (including both the PAGA payment to
11 the LWDA and the PAGA Settlement Checks); and (5) the Net Settlement Amount. After the
12 deduction of the amounts approved for the Enhancement Award to the Named Plaintiff, the PAGA
13 Payment, the Settlement Administrator's costs, Class Counsel's fees and expenses, the remainder
14 shall be referred to as the Net Settlement Amount.

15 a. The Net Settlement Amount shall be divided among the Qualified Class
16 Members on a pro-rata basis, based upon the following:

- 17 i. Each Qualified Class Member's pay period count, which shall be the sum of
18 the total number of pay periods the Qualified Class Member worked during
19 the Class Period;
20 ii. Divided by the combined sum of all Qualified Class Members' pay period
21 counts; and
22 iii. Multiplied by the value of the Net Settlement Amount.

23 b. The Parties agree that if any Qualified Class Member disputes the basis for
24 determining their share of the Settlement, Defendants' records shall
25 presumptively control unless the Qualified Class Member can produce
26 documentation evidence of other pay periods worked during the relevant
27 time period, within forty-five (45) calendar days from the mailing of the
28 Notice. The Parties further agree that any dispute that cannot be resolved by

1 Class Counsel and Defendant's counsel may be brought before the Court
2 before final approval of the Class Settlement.

3 c. To the extent that amounts in Paragraphs 46 and 47 below are not approved
4 by the Court, such amounts will be reallocated to the Net Settlement Amount
5 unless allocated otherwise by agreement of the Parties, with approval of the
6 Court.

7 d. The Parties agree that Thirty-Three and One-Third percent (33.33%) of the
8 Net Settlement Amount distributed to each Qualified Class Member will be
9 considered wages, and will be reported as such to each Qualified Class
10 Member on an IRS Form W-2. The Parties agree that Sixty-Six and Two-
11 Thirds percent (66.67%) of the Net Settlement Amount distributed to each
12 Qualified Class Member will be considered penalties and interest, and will
13 be reported as such to each Qualified Class Member on an IRS Form 1099
14 misc., if applicable. The foregoing tax allocation shall apply to sums paid to
15 Plaintiff. The Parties further agree that the PAGA payment distributed to
16 each PAGA Employee will be treated entirely as civil penalties, and will be
17 reported as such to each PAGA Employee on an IRS Form 1099 misc., if
18 applicable.

19 e. Within seven (7) calendar days of the transfer of the Gross Settlement
20 Amount to the Settlement Administrator, and only upon the Effective Date
21 being met, the Settlement Administrator shall issue to each Qualified Class
22 Member his/her/their Qualified Class Member Payment.

23 f. Any portion of the Net Settlement Amount not cashed within one-hundred
24 eighty (180) days from the date of issuance of the check shall be transmitted
25 to the State of California of the Controller Unclaimed Property Fund in the
26 name of the Qualified Class Member who did not cash his/her settlement
27 check. The Parties agree to coordinate their efforts to seek Court approval
28 for such an escheatment process of uncashed funds. If, for some reason, the

Court does not approve the escheatment of uncashed funds, the Parties agree to meet and confer to identify a mutually-agreeable *cy pres* recipient(s).

43. PAGA Payment: Subject to the Court's Approval, up to a maximum of One Hundred Thousand Dollars (\$100,000.00) shall be allocated as the PAGA Payment. Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00), representing 75% of the PAGA Payment, shall be paid to the LWDA. Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), representing 25% of the penalties paid pursuant to PAGA, shall be distributed to the PAGA Employees as PAGA Employee Payments. The PAGA Employees shall release their PAGA claims in their entirety and may not opt out of or object to the PAGA release. To arrive at the PAGA Employee Payments, the portion of the PAGA Payment allocated to the PAGA Employees shall be divided among the PAGA Employees on a pro-rata basis, based upon the following:

- a. Each PAGA Employee's pay period count, which shall be the sum of the total number of pay periods the PAGA Employee worked during the PAGA Period;
- b. Divided by the combined sum of all PAGA Employees' pay period counts; and
- c. Multiplied by the value of the portion of the PAGA Payment allocated to the PAGA Employees.

44. Qualified Class Member Payments Do Not Trigger Additional Benefits: All Qualified Class Member Payments, PAGA Employee Payments, and the Enhancement Award shall not be utilized to calculate any additional benefits under any benefit plans to which any Plaintiff, Qualified Class Members, and/or PAGA Employee may be eligible including, but not limited to: retirement plans, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, pension plans, or any other benefit plan. It is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which Plaintiff, Qualified Class Members and PAGA Employees may be entitled under any benefit plans.

45. Settlement Administrator: The Settlement Administrator shall be Simpluris, Inc. (the "Settlement Administrator"). The Settlement Administrator will maintain acceptable electronic

1 and physical security protocols to adequately protect and safeguard the private employee
2 information it will have access to as a result of the settlement administration process. The fees and
3 expenses of the Settlement Administrator, which are currently estimated at approximately Sixteen
4 Thousand Dollars and Zero Cents (\$16,000.00), shall be paid through the Gross Settlement
5 Amount.

6 46. Attorneys' Fees and Attorneys' Costs: Subject to the Court's approval, Class
7 Counsel shall seek attorneys' fees, which collectively shall not exceed one-third of the Gross
8 Settlement Amount (\$500,000.00) plus Class Counsel's actual litigation expenses. Defendants will
9 not object to Class Counsel's application for attorneys' fees and costs in these amounts. The
10 amount set forth above will cover all work performed and all fees and costs incurred to date, and
11 all work to be performed and all fees and costs to be incurred in the future in connection with the
12 approval by the Court of this Stipulation of Settlement, and the administration of the Settlement.
13 Should Class Counsel collectively request a lesser amount, or should the Court approve a lesser
14 amount of attorneys' fees and/or attorneys' costs, the difference between the lesser amount and the
15 maximum amount set forth above shall be added to the Net Settlement Amount. No Class Counsel
16 shall be entitled to further fees or costs from Defendants if it or they elect to appeal any reduction
17 in the requested fee or cost award. Any reduction by the Court of Class Counsel's claimed
18 attorneys' fees and/or reasonable costs/expenses shall not be sufficient grounds to void the
19 Settlement. Plaintiff and Defendants shall bear their own attorney's fees and costs, except as
20 provided herein.

21 47. Named Plaintiff's Enhancement Award: Subject to the Court's approval, the Named
22 Plaintiff will be paid an Enhancement Award in an amount up to a maximum of Five Thousand
23 Dollars and Zero Cents (\$5,000.00) in recognition for her service as a Named Plaintiff, which shall
24 be paid from the Gross Settlement Amount. Defendant will not object to Class Counsel's
25 application for Court approval of an Enhancement Award to the Named Plaintiff in the amount of
26 Five Thousand Dollars and Zero Cents (\$5,000.00). It is understood that the Enhancement Award
27 is in addition to any Qualified Class Member Payment and PAGA Employee Payment to which
28

1 Plaintiff is entitled. The Enhancement Award shall not be deemed wages and will be reported on
2 an IRS Form 1099-MISC, if applicable.

3 48. Tax Forms: The Settlement Administrator shall be responsible for issuing the
4 payments and withholding all required state and federal taxes in accordance with this Stipulation
5 of Settlement. The Settlement Administrator will issue IRS Forms 1099 with respect to the amounts
6 paid as interest and penalties to the Qualified Class Members and PAGA Employees. The
7 Settlement Administrator will also issue IRS Forms 1099 to: (1) Plaintiff for the Enhancement
8 Award; and (2) Class Counsel for the amount paid for approved fees and costs. The Settlement
9 Administrator will be responsible for preparing these forms correctly. The Settlement
10 Administrator shall also be responsible for submitting Defendants' share of payroll taxes to the
11 appropriate government agencies on behalf of Defendants. Plaintiff and Class Counsel will be
12 responsible for correctly characterizing this compensation for tax purposes and for paying any taxes
13 on the amounts received.

14 49. Indemnification: Plaintiff and Class Counsel acknowledge and agree that they are
15 and will be responsible for the payment of any and all Federal, State, and Local taxes or penalties
16 associated with their respective allocated portions of the payments described herein, and agree to
17 indemnify, defend, and hold the Released Parties harmless from any and all claims by any Federal,
18 State, or Local taxing authority that Plaintiff or Class Counsel failed to pay or underpaid their or
19 her or his share of taxes associated with the payments set forth in this Settlement. The Parties
20 acknowledge and agree that Class Counsel is not responsible for the payment of any Federal, State,
21 and Local taxes or penalties associated with payments to Plaintiff and Qualified Class Members.

22 **NOTICE TO THE SETTLEMENT CLASSES**

23 50. Within forty-five calendar days of preliminary approval of this Settlement by the
24 Court, Defendants shall provide to the Settlement Administrator a database containing the
25 following information ("Class Member List"):

- 26 a. The full name, and last known address and full social security number of all
27 Settlement Class Members; and
28

b. The information necessary to determine the estimated settlement allocation to each Settlement Class Member, including: (i) The total number of pay periods worked by each Settlement Class Member during the Class Period; and (ii) The total number of pay periods worked by each PAGA Employee during the PAGA Period.

51. The Settlement Administrator (along with any of its agents) shall represent and warrant that it will: (1) provide reasonable and appropriate administrative, physical and technical safeguards, including a reasonable security protocol, for any personally identifiable information (“PII”), which it receives from Defendants’ Counsel and/or Class Counsel; (2) not disclose the PII to third parties, including agents or subcontractors, without Defendants’ consent; (3) not disclose or otherwise use the PII other than to carry out its duties as set forth herein; and (4) promptly provide Defendants with notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction. The Settlement Administrator may provide notice to both Parties if the PII is subject to unauthorized access, use, disclosure, modification, or destruction; however, all additional communications from the Settlement Administrator regarding the scope, circumstances, and substance shall be communicated solely to Defendants.

52. The Settlement Administrator shall send a Notice to each Settlement Class Member by first class mail within seven (7) calendar days of receipt of the Class Member List. Prior to mailing the Notice, the Settlement Administrator shall update the addresses of the Settlement Class Members by reference to the National Change of Address Database maintained by the United States Postal Service. If a Notice is returned as non-deliverable but with a forwarding address, the Settlement Administrator shall resend the Notice to the forwarding address. If a Notice is returned as non-deliverable with no forwarding address, the Settlement Administrator shall conduct an advanced skip trace to locate the most current address of the person to whom the Notice was addressed, and shall resend the Notice to any updated address within five (5) calendar days. Upon completion of these steps, the Parties shall be deemed to have satisfied their obligations to provide the Notice to the affected Settlement Class Members.

1 53. The Settlement Administrator shall provide to the Court, concurrently with
2 Plaintiff's Motion for Final Approval, a declaration of due diligence and proof of mailing with
3 regard to the mailing of the Notices.

4 54. The Settlement Administrator shall also be responsible for:

- 5 a. Mailing the Notice as directed by the Court;
- 6 b. Setting up and maintaining telephone and fax numbers, e-mail address, and
7 a website address should Settlement Class Members have questions or need
8 more information;
- 9 c. Consulting with counsel for the Parties concerning any relevant issue,
10 including (without limitation) the estimated amounts of approximate
11 Qualified Class Member Payments, PAGA Employee Payments, and the
12 acceptance of any late or deficient disputes;
- 13 d. Keeping track of timely and proper requests for exclusion;
- 14 e. Calculation of the Qualified Class Member Payments, PAGA Employee
15 Payments, and the PAGA Payment to the LWDA;
- 16 f. Providing weekly status reports to counsel for the Parties, including: (a) the
17 number of Notices mailed (including information regarding undeliverable
18 and/or emailed Notices); (b) the number of disputes received (and sending
19 copies of said disputes); (c) the number of objections received; and (d) the
20 number of requests for exclusion received;
- 21 g. Notifying Counsel for Defendants of the wiring instructions to fund the
22 Settlement Amount as approved by the Court;
- 23 h. Preparing the checks containing the Qualified Class Member Payments;
- 24 i. Distributing and paying the Enhancement Award, Qualified Class Member
25 Payments, PAGA Employee Payments, the PAGA Payment to the LWDA,
26 and fees and costs awarded to Class Counsel;
- 27 j. Issuing tax forms and addressing employer and employee-side payroll taxes;
28 and

k. Such other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform, including responding to questions from Settlement Class Members.

REQUESTS FOR EXCLUSION

55. Each Settlement Class Member shall have forty-five (45) calendar days from the mailing of the Notice within which to complete and postmark a written request for exclusion, for return to the Settlement Administrator. The request need not be in any particular form and will be considered a valid request for exclusion so long as it communicates a clear desire by the Settlement Class Member not to be included in the Settlement and/or Settlement Class, and identifies his/her/their full name and date of birth, and current address along with his/her/their signature. No requests for exclusion shall be accepted if postmarked after the forty-five (45) calendar day period for the filing of exclusions. Class Members are responsible to maintain a photocopy of their request for exclusion, reflecting that it was submitted in a timely manner. Any disputes regarding the timeliness of a request for exclusion or whether a written communication constitutes a valid request that cannot be resolved between the Parties shall be determined by the Court, whose determination shall be final.

56. Any Settlement Class Member who validly excludes himself/herself/themselves from this Settlement shall not be bound by this Settlement Agreement and shall not be entitled to any portion of the Net Settlement Amount.

57. If five percent (5%) or more Settlement Class Members timely opt out of the class settlement, Defendants shall have the sole and absolute discretion to rescind/void the Settlement Agreement within twenty (20) days after receiving from the Settlement Administrator the final list of opt-outs. Defendants agree to meet and confer in good faith with Settlement Class Counsel before rescinding or voiding the Settlement Agreement. In the event that Defendants elect to rescind/void the Settlement Agreement, Defendants shall provide written notice of such rescission to Settlement Class Counsel. Such rescission shall have the same effect as a termination of the Settlement Agreement for failure to satisfy a condition of settlement, and the Settlement Agreement shall become null and void and have no further force or effect. If Defendants elect to terminate the

1 agreement based on this provision, Defendants will be responsible for paying all of the Settlement
2 Administration costs as of the date they terminate the agreement.

3 **OBJECTIONS TO THE SETTLEMENT**

4 58. Each Settlement Class Member shall have forty-five (45) calendar days from the
5 mailing of the Notice, or such number of days as the Court shall specify, within which to postmark
6 an objection, for return to the Settlement Administrator. Any Settlement Class Member, who does
7 not affirmatively opt-out of the Settlement by submitting a valid and timely request for exclusion,
8 may object to the approval of class action settlement (“Objecting Class Member”). Any Settlement
9 Class Member who makes a timely request for exclusion has waived their right to object. The
10 Objecting Class Member shall inform the Court and the Parties in the objection of (1) full name
11 and current address of the Objecting Class Member; and (2) the specific reason(s) for the objection;
12 and (3) shall also provide any and all evidence and supporting papers (including, without limitation,
13 all briefs, written evidence, and declarations) to be considered by the Court. Any Objecting Class
14 Member may appear at the Final Approval Hearing, personally or through an attorney, at the
15 Objecting Class Member’s expense, and state his or her objection whether or not he/she/they
16 submitted a prior written objection. Settlement Class Members shall have no right to object to the
17 PAGA release or PAGA Payment.

18 59. Any Settlement Class Member who fails to timely submit an objection shall be
19 foreclosed from filing an appeal of the Court’s Final Order and Judgment unless otherwise ordered
20 by the Court.

21 60. Counsel for the Parties may file any response to the objections submitted by
22 Objecting Class Members, if any, at least five (5) court days before the date of the Final Approval
23 Hearing.

24 61. At no time shall any of the Parties or their counsel seek to solicit or otherwise
25 encourage Settlement Class Members to submit written objections to the Settlement or to appeal
26 from the Court’s Final Order and Judgment. Class Counsel shall not represent any Settlement Class
27 Members with respect to any such objections to this Settlement.

**RELEASE OF CLAIMS BY CLASS REPRESENTATIVE, QUALIFIED CLASS
MEMBERS, AND PAGA EMPLOYEES**

62. The “Released Claims”. Upon final approval by the Court, the claims released by the Qualified Class Members will include all claims pleaded in the Complaint and First Amended Complaint in the Class Lawsuit and any PAGA letters and amended PAGA letters sent to the LWDA by Plaintiff during or prior to the Class Lawsuit, and which could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Lawsuit, against the Released Parties, for work performed during the Class Period, including the following:

- a. The Claims set forth in the Lawsuit, specifically, (1) failure to pay and/or accurately calculate minimum, regular, overtime, and double time wages (Violations of Labor Code §§ 510, 1194, 1194.2, 1197.1, 1198); (2) failure to provide meal periods or pay premiums in lieu thereof (Violation of Labor Code §§ 512, 226.7, and the applicable Wage Order); (3) failure to provide rest periods or pay premiums in lieu thereof (Violation of Labor Code § 226.7 and the applicable Wage Order); (4) failure to pay sick time benefits (Violation of Labor Code § 246); (5) failure to furnish timely and accurate wage statements and employment records (Violation of Labor Code §§ 226, 1174, 1174.5, 1175); (6) failure to timely pay wages during and upon termination of employment (Violation of Labor Code §§ 201-204); (7) violation of California’s Unfair Competition Law (Violation of Business & Professions Code §§ 17200 *et seq.*); (8) failure to reimburse and indemnify expenses (Violation of Labor Code § 2802); (9) failure to pay all accrued vacation wages at termination (Violation of Labor Code § 227.3); and (10) Violation of the California Private Attorneys General Act of 2004 (Labor Code § 2698, *et seq.*);
- b. Any claims predicated on the same or similar facts and/or claims alleged in the Complaint and First Amended Complaint and/or any PAGA letter or amended PAGA letter sent to the LWDA by Plaintiff during the pendency

1 or prior to the Class Lawsuit and incorporated therein, as well as any claims
2 that could have been pled which arise from the facts alleged in the Class
3 Lawsuit concerning the Named Plaintiff or the putative class, including any
4 claims for unpaid wages (including minimum, regular, vacation and
5 overtime wages), unlawful rounding of employee time punches, untimely
6 wage payments both during and at the end of employment, non-compliant
7 meal periods, non-compliant rest periods, non-compliant wage statements,
8 failure to pay sick pay, failure to reimburse and indemnify business
9 expenses, failure to correctly calculate the regular rate of pay, and claims for
10 interest, penalties (including but not limited to waiting time penalties), or
11 premiums in connection therewith, as well as any claims under the California
12 Labor Code and California Industrial Welfare Commission Wage Orders
13 that were alleged or which could have been alleged under the facts,
14 allegations and/or claims pleaded in the Lawsuit;

15 c. Any claims for injunctive relief, declaratory relief, restitution, fraudulent
16 business practices or punitive damages alleged, or which could have been
17 alleged under the facts, allegations and/or claims pleaded in the complaints
18 filed as part of the Lawsuit; and

19 d. In addition, the cashing of the settlement check by the Settlement Class
20 Member shall be deemed to be an opt-in for purposes of releasing the
21 Released Parties from any claims predicated under the FLSA that arose in
22 the State of California and could have been alleged under the same or similar
23 facts, allegations and/or claims pleaded in the Lawsuit. The Settlement
24 Administrator shall include a legend on the settlement check stating, "By
25 cashing this check, I am opting into the settlement in *Eddie McKinnie v. Iron*
26 *Mountain Secure Shredding, Inc., et al.* Los Angeles County Superior Court,
27 Case No. 21STCV05707, under FLSA, 29 U.S.C. § 216(b), and releasing
28 the Released Claims described in the Settlement Agreement." This release

also includes such claims whether known or known, whether anticipated or unanticipated, including such claims that Settlement Class Members did not know or suspect to exist in their favor that accrued on or before the date of Preliminary Approval.

DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL/CLASS CERTIFICATION

63. As a material term of this Settlement, Plaintiff shall seek leave of the Court to file a First Amended Complaint as outlined in Paragraph 37 herein. Further, Defendants will be deemed to have generally denied the allegations of the First Amended Complaint without the need to file and serve an Answer thereto. The Parties will jointly seek an immediate vacation or stay of pending dates, pending approval by the Court of this Settlement.

64. For settlement purposes only, the Parties agree that the Class as defined in Paragraph 26 herein, and which will run through the date of Preliminary Approval of the Class Settlement or September 1, 2022, whichever is earlier, may be certified in the Lawsuit. The Parties are not certifying any PAGA claims. In support of this Agreement, Plaintiff will request that the Court certify for settlement purposes the Class as to all non-PAGA claims that have been asserted, which Defendants shall not oppose or object to.

65. Class Counsel shall promptly submit this Stipulation of Settlement to (1) the LWDA as required by California Labor Code § 2599(1)(2) and (2) the Court in support of Plaintiff's Motion for Preliminary Approval and for determination by the Court as to whether the proposed Settlement is within the range of possible judicial approval. Promptly upon execution of this Stipulation of Settlement, Class Counsel shall apply to the Court for the entry of an order substantially in the following form:

- a. Scheduling of the Final Approval Hearing on the question of whether the proposed Settlement, including payment of attorneys' fees and costs and the Enhancement Award should be finally approved as fair, reasonable, and adequate as to the Qualified Class Members and for approval of the PAGA Settlement;
- b. Certifying the Settlement Class;

- 1 c. Approving the Class Notice attached hereto as **Exhibit A**;
- 2 d. Directing the mailing of the Notice by first class mail to the Settlement Class
- 3 Members and PAGA Employees; and
- 4 e. Preliminarily approving the Settlement subject only to the objections of the
- 5 Settlement Class Members and final review by the Court.

6 66. The Parties will work cooperatively to mutually agree upon the form and content of

7 the Notice, as well as the Proposed Order Granting Preliminary Approval.

8 67. The Plaintiff and Class Counsel will not make any public disclosure of the

9 Settlement until after the filing of the motion for preliminary approval of the Settlement. The

10 Plaintiff and Class Counsel represent that they have not made any such disclosure. Plaintiff, Class

11 Counsel, Defendants and Defendants' counsel shall not encourage members of the Settlement Class

12 to opt-out. Class Counsel will take all steps necessary to ensure that the Plaintiff is aware of, and

13 will encourage him to adhere to, the restriction against any public disclosure of the Settlement until

14 after the Settlement is preliminarily approved by the Court. Thereafter, Class Counsel and the

15 Plaintiff agree not to publicize the fact or terms of this Settlement with the media, including but not

16 limited to, any newspaper, journal, magazine, website and/or online reporter of settlements, or

17 publicize the fact or the terms of this Settlement on any website. Plaintiff further agrees that he will

18 not request to be excluded from the Settlement.

19 **DUTIES OF THE PARTIES FOLLOWING FINAL APPROVAL**

20 68. Following final approval by the Court of the Settlement provided for in this

21 Stipulation of Settlement, Class Counsel shall submit a proposed Final Order and Judgment in

22 approximately the following form and with input from Defendants' Counsel: Approving the

23 Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing

24 consummation of its terms and provisions including the approval of Class Counsel's application

25 for an award of attorneys' fees and costs and the Enhancement Award to the Plaintiff. The Parties

26 will work cooperatively to mutually agree upon the form and content of the Proposed Order

27 Granting Final Approval of the Class Settlement and Approval of the PAGA Settlement and

28 Judgment.

69. Following the Court's entry of the Final Order and Judgment, Class Counsel shall submit the signed judgment to the LWDA within 10 days after entry as required by California Labor Code § 2699(1)(2).

VOIDING OF AGREEMENT IF SETTLEMENT NOT FINALIZED

70. Subject to the obligations of mutual full cooperation set forth herein, either Plaintiff or Defendants may terminate this Settlement if after submitting the settlement for approval to the Court, the Court declines to enter the preliminary approval order, the final approval order, or judgment in substantially the form submitted by the Parties, or if the Stipulation of Settlement as agreed does not become final because of appellate court action. The terminating Party shall give to the other Party (through counsel) written notice of its decision to terminate no later than fourteen (14) calendar days after receiving notice that one of the enumerated events has occurred. Termination shall have the following effects:

- (a) The Stipulation of Settlement shall be terminated and shall have no force or effect, and no Party shall be bound by any of its terms.
- (b) In the event the Settlement Agreement is terminated, Defendants shall have no obligation to make any payments to any party, Qualified Class Member, PAGA Employee or Class Counsel.
- (c) The preliminary approval order, final approval order and judgment shall be vacated.
- (d) The Stipulation of Settlement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions prior to the Settlement.
- (e) Except as otherwise discoverable, neither this Stipulation of Settlement nor any ancillary documents, actions, statements, or filings in furtherance of settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Lawsuit or any other action for any purpose whatsoever.

PARTIES' AUTHORITY

71. The signatories hereto hereby represent that they are fully authorized to enter into this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

MUTUAL FULL COOPERATION

72. The Parties agree to fully cooperate with each other to accomplish the terms of this Stipulation of Settlement, including, but not limited to, execution of such documents and taking of such action as reasonably may be necessary to implement the terms of this Stipulation of Settlement. The Parties to this Stipulation of Settlement shall use their best efforts, including all efforts contemplated by this Stipulation of Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set forth herein. As soon as practicable after execution of this Stipulation of Settlement, Class Counsel shall take all necessary steps to secure the Court's final approval of this Stipulation of Settlement.

73. The Parties and their respective counsel agree that they will not attempt to encourage or discourage Settlement Class Members from filing requests for exclusion.

NO PRIOR ASSIGNMENTS

74. The Parties and their respective counsel represent, covenant and warrant that they have not, directly, or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged except as set forth herein.

NO ADMISSION

75. Nothing contained herein, nor the consummation of this Stipulation of Settlement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Each of the Parties hereto has entered into this Stipulation of Settlement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

BREACH AND ENFORCEMENT ACTIONS

76. The Parties will jointly request that the Court retain jurisdiction pursuant to California Code of Civil Procedure § 664.6 to oversee and enforce the terms of this Settlement. In the event of a breach of this Settlement, the non-breaching Party shall provide notice to the breaching party and request that the breaching party cure any alleged breach. If the breach is not

cured within thirty (30) days of said notice, the non-breaching party may pursue legal action or other proceeding against any other breaching party or parties to enforce the provisions of this Stipulation of Settlement or to declare rights or obligations under this Stipulation of Settlement. In the event of such enforcement actions, the successful party or parties shall be entitled to recover from the unsuccessful party or parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions. All such disputes shall be resolved by the Court.

NOTICES

77. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing both electronically and by United States registered or certified mail, return receipt requested, and addressed as follows:

To Plaintiff, the Settlement Class and Class Counsel:

MICHAEL R. CROSNER (SBN 41299)
mike@crosnerlegal.com
 ZACHARY M. CROSNER (SBN 272295)
zach@crosnerlegal.com
 BLAKE R. JONES (SBN 211221)
blake@crosnerlegal.com
 CHAD SAUNDERS (SBN 257810)
chad@crosnerlegal.com
CROSNER LEGAL, PC
 9440 Santa Monica Blvd. Suite 301
 Beverly Hills, CA 90210
 Tel: (310) 496-5818
 Fax: (310) 510-6429

To Defendants and Defendants' Counsel:

Elizabeth Staggs-Wilson, Bar No. 183160
estaggs-wilson@littler.com
 James Payer, Bar No. 292158
jpayer@littler.com
LITTLER MENDELSON P.C.
 633 West 5th Street
 63rd Floor
 Los Angeles, California 90071
 Telephone: 213.443.4300
 Fax No.: 213.443.4299

CONSTRUCTION

78. The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are the result of lengthy, intensive arms-length negotiations between the Parties, and this Stipulation of Settlement shall not be construed in favor of or against any party by reason of the extent to which any Party or their counsel participated in the drafting of this Stipulation of Settlement.

CAPTIONS AND INTERPRETATIONS

79. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Stipulation of Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and not merely a recital.

MODIFICATION

80. This Stipulation of Settlement may not be changed, altered, or modified, except in writing and signed by the Parties hereto and approved by the Court. This Stipulation of Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

INTEGRATION CLAUSE

81. This Stipulation of Settlement, and the Exhibits attached hereto and incorporated herein by reference, contain the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

BINDING ON ASSIGNS

82. This Stipulation of Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

CLASS MEMBER SIGNATORIES

83. It is agreed that because the Settlement Class Members are so numerous, it is impossible or impractical to have each member execute this Stipulation of Settlement. The Class

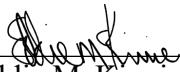
1 Notice, Exhibit "A" hereto, will advise the Settlement Class Members of the binding nature of the
2 release, and the release shall have the same force and effect as if this Stipulation of Settlement were
3 executed by each member.

4 **COUNTERPARTS**

5 84. This Stipulation of Settlement may be executed in counterparts and by facsimile
6 signatures, and when each party has signed and delivered at least one such counterpart, each
7 counterpart shall be deemed an original and, when taken together with other signed counterparts,
8 shall constitute one Stipulation of Settlement binding upon and effective as to all Parties.

9 IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint
10 Stipulation of Settlement and Release between Plaintiff and Defendants as of the date(s) set forth
11 below:

12
13 Dated: _____ July 27, 2022



Eddie McKinnie
Plaintiff and Class Representative

14
15
16 Dated: _____, 2022

[NAME], [TITLE]
Defendant Iron Mountain Secure Shredding, Inc.

17
18
19 Dated: _____, 2022

[NAME], [TITLE]
Defendant Iron Mountain Incorporated

20
21
22 Dated: _____, 2022

[NAME], [TITLE]
Defendant Iron Mountain Fulfillment Services, Inc.

23
24
25 Dated: _____, 2022

[NAME], [TITLE]
Defendant Iron Mountain Information Management
Services, Inc.

26
27
28 Dated: _____, 2022

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[NAME], [TITLE]
Defendant Iron Mountain Data Centers, LLC

Dated: _____, 2022

[NAME], [TITLE]
Defendant Iron Mountain Information
Management, LLC

Dated: _____, 2022

[NAME], [TITLE]
Defendant Iron Mountain Data Centers Services,
LLC

APPROVED AS TO FORM AND CONTENT:

Dated: _____ July 27, 2022

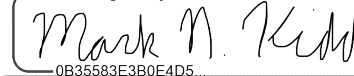

MICHAEL R. CROSNER
ZACHARY M. CROSNER
BLAKE R. JONES
CHAD SAUNDERS
Counsel for Plaintiff and the Putative Class

Dated: _____, 2022

Elizabeth Staggs Wilson
James Payer
Counsel for Defendants

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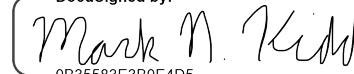
1 Dated: 03 August 2022, 2022

DocuSigned by:

0B35583E3B0E4D5
Mark Kidd, EVP & GM, Data Centers
Defendant Iron Mountain Data Centers, LLC

2
3
4 Dated: _____, 2022

Dale Lawing, SVP & GM, North America Operations
Defendant Iron Mountain Information
Management, LLC

5
6
7 Dated: 03 August 2022, 2022

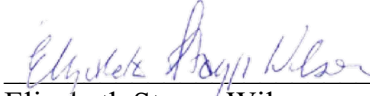
DocuSigned by:

0B35583E3B0E4D5
Mark Kidd, EVP & GM, Data Centers
Defendant Iron Mountain Data Centers Services,
LLC

8
9
10
11 **APPROVED AS TO FORM AND CONTENT:**

12 Dated: _____, 2022

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MICHAEL R. CROSNER
ZACHARY M. CROSNER
BLAKE R. JONES
CHAD SAUNDERS
Counsel for Plaintiff and the Putative Class

17 Dated: August 3, 2022


Elizabeth Staggs Wilson
James Payer
Counsel for Defendants

4883-4811-7292.1 / 102014-1012

1 Notice, Exhibit "A" hereto, will advise the Settlement Class Members of the binding nature of the
2 release, and the release shall have the same force and effect as if this Stipulation of Settlement were
3 executed by each member.

4 **COUNTERPARTS**

5 84. This Stipulation of Settlement may be executed in counterparts and by facsimile
6 signatures, and when each party has signed and delivered at least one such counterpart, each
7 counterpart shall be deemed an original and, when taken together with other signed counterparts,
8 shall constitute one Stipulation of Settlement binding upon and effective as to all Parties.

9 IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint
10 Stipulation of Settlement and Release between Plaintiff and Defendants as of the date(s) set forth
11 below:

12
13 Dated: _____, 2022

Eddie McKinnie
Plaintiff and Class Representative

14
15
16 Dated: August 2, 2022

Dale Lawing
Dale Lawing, SVP & GM, North America Operations
Defendant Iron Mountain Secure Shredding, Inc.

17
18
19 Dated: August 2, 2022

Dale Lawing
Dale Lawing, SVP & GM, North America Operations
Defendant Iron Mountain Incorporated

20
21
22 Dated: August 2, 2022

Dale Lawing
Dale Lawing, SVP & GM, North America Operations
Defendant Iron Mountain Fulfillment Services, Inc.

23
24
25 Dated: August 2, 2022

Dale Lawing
Dale Lawing, SVP & GM, North America Operations
Defendant Iron Mountain Information Management
Services, Inc.

1 Dated: _____, 2022

Mark Kidd, EVP & GM, Data Centers
Defendant Iron Mountain Data Centers, LLC

2
3
4 Dated: August 2, 2022

Dale Lawing
Dale Lawing, SVP & GM, North America Operations
Defendant Iron Mountain Information
Management, LLC

5
6
7 Dated: _____, 2022

Mark Kidd, EVP & GM, Data Centers
Defendant Iron Mountain Data Centers Services,
LLC

8
9
10 **APPROVED AS TO FORM AND CONTENT:**

11
12 Dated: _____, 2022

MICHAEL R. CROSNER
ZACHARY M. CROSNER
BLAKE R. JONES
CHAD SAUNDERS
Counsel for Plaintiff and the Putative Class

13
14
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16
17 Dated: _____, 2022

Elizabeth Staggs Wilson
James Payer
Counsel for Defendants

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21 4883-4811-7292.1 / 102014-1012