

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Beverly Durham (“Plaintiff”) and Defendant Universal Protection Service, LP d/b/a Allied Universal Security Services (“Allied”). The Agreement refers to Plaintiff and Allied collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means Plaintiff’s lawsuit against Allied captioned *Beverly Durham v. Universal Protection Service, LP*, Case No. 30-2021-01188789-CU-OE-CXC, initiated on March 12, 2021, and pending in Superior Court of the State of California, County of Orange.
- 1.2. “Administrator” means CPT Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses.
- 1.4. “Aggrieved Employee” or “PAGA Member” means each person employed by Defendant as a non-exempt employee who worked at the Los Angeles Community Hospital at Bellflower during the PAGA Period.
- 1.5. “Allied” means named Defendant Universal Protection Service, LP d/b/a Allied Universal Security Services.
- 1.6. “Approval Hearing” means the hearing date on the motion for approval of the Settlement.
- 1.7. “Court” means the Superior Court of California, County of Orange.
- 1.8. “Defense Counsel” means Martenson, Hasbrouck & Simon LLP.
- 1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement, and (b) the Judgment is final. The Judgment is final 60 days after entry of the Judgment if no appeal or challenge has been filed.
- 1.10. “Gross Settlement Amount” means \$700,000.00, which is the total amount Allied agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Expenses, PAGA Representative Service Payment and the Administrator’s Expenses.
- 1.11. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

- 1.12. “Judgment” means the judgment entered by the Court based upon the approval of the Settlement.
- 1.13. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i), to 75% of the PAGA Penalties as set forth in Paragraph 1.23 below.¹
- 1.14. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.15. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the PAGA Representative Service Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees and the LWDA as set forth in Paragraph 1.23 below.
- 1.16. “PAGA” means the Private Attorneys General Act (Labor Code § 2698 *et seq.*).
- 1.17. “PAGA Counsel” means Zelenski Law, PC and Greenstone Law APC.
- 1.18. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.19. “PAGA Member Address Search” means the Administrator’s investigation and search for current PAGA Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with PAGA Members.
- 1.20. “PAGA Member Data” means the PAGA Member’s identifying information in Allied’s possession, including the PAGA Member’s name, last-known mailing address, Social Security number, and the number of PAGA Pay Periods worked by the PAGA Member.
- 1.21. “PAGA Notice” means Plaintiff’s letter to Allied and the LWDA, dated January 21, 2021, providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.22. “PAGA Pay Period” means any pay period during which a PAGA Member worked for Allied at the Los Angeles Community Hospital at Bellflower for at least one day during the PAGA Period.

¹ Generally speaking, PAGA was amended as to actions brought on or after June 19, 2024. Since this Action was initiated in 2021, those amendments do not apply to the within Agreement. See Cal. Lab. Code § 2699(v) (stating that “the amendments made to [PAGA] . . . shall apply to a civil action brought on or after June 19, 2024,” and that “[t]he amendments made to [PAGA] shall not apply to a civil action with respect to which the notice required by [PAGA] was filed before June 19, 2024”). Accordingly, all references to PAGA herein are to the prior version of PAGA, which was effective starting on June 27, 2016.

- 1.23. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (approximately \$104,416.67) and 75% to LWDA (approximately \$313,250.00) in settlement of PAGA claims.
- 1.24. “PAGA Period” means the period from March 1, 2020, through May 11, 2023.
- 1.25. “PAGA Representative Service Payment” means the amount to be paid to Plaintiff Beverly Durham in recognition of her effort and work in prosecuting the Action on behalf of the PAGA Members, and for her general release of claims. Subject to the Court’s granting approval of this Settlement and to the exhaustion of any and all appeals, Plaintiff will request the Court’s approval of a PAGA Representative Service Payment of \$7,500.00. Defendant agrees not to oppose Plaintiff’s request for the PAGA Representative Service Payment.
- 1.26. “Plaintiff” means Beverly Durham, the named plaintiff in the Action.
- 1.27. “Released PAGA Claims” means the claims being released as described in Paragraph 5 below.
- 1.28. “Released Parties” means Allied and its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.29. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. **RECITALS.**

- 2.1. On March 12, 2021, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Allied for penalties under PAGA. On or before the Approval Hearing, Plaintiff will file a Second Amended Complaint alleging causes of action against Allied that limit the scope of the Action to the Aggrieved Employees. The Second Amended Complaint will be the operative complaint in the Action (the “Operative Complaint”). Allied will deny the allegations in the Operative Complaint, any failure to comply with the laws identified in the Operative Complaint, and any and all liability for the causes of action alleged.
- 2.2. On July 22, 2024, the Parties participated in an all-day mediation presided over by Paul Grossman, which led to this Agreement to settle the Action.
- 2.3. Prior to mediation, Plaintiff obtained, through formal and informal discovery, policy documents, including Defendant’s COVID-19-related policies and procedures, and factual and numerical data related to the Aggrieved Employees.
- 2.4. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware

of any other pending action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Allied promises to pay \$700,000.00 and no more as the Gross Settlement Amount. Allied has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Allied.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Order granting Approval of this settlement:
 - 3.2.1. To Plaintiff. A PAGA Representative Service Payment to the PAGA Representative of not more than \$7,500.00 (in addition to any Individual PAGA Payment the PAGA Representative is entitled to receive as a PAGA Member). Allied will not oppose Plaintiff's request for a PAGA Representative Service Payment that does not exceed this amount. As part of a motion for the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any PAGA Representative Service Payment no later than 16 court days prior to the Approval Hearing. If the Court approves a PAGA Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the PAGA Representative Service Payment using an IRS form 1099. Plaintiff assumes full responsibility and liability for employee taxes, if any, owed on the PAGA Representative Service Payment.
 - 3.2.2. To PAGA Counsel. A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be \$233,333.33, and a PAGA Counsel Litigation Expenses Payment of not more than \$35,000.00. Allied will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file a motion for the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment no later than 16 court days prior to the Approval Hearing. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or any PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment using one or more IRS 1099

forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment, and holds Allied harmless, and indemnifies Allied, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator. An Administrator Expenses Payment not to exceed \$6,500.00, except for a showing of good cause and as approved by the Court. To the extent that the Administration Expenses are less or that the Court approves payment less than \$6,500.00, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees. PAGA Penalties in the amount of approximately \$417,666.67, to be paid from the Gross Settlement Amount, with 75% (approximately \$313,250.00) allocated to the LWDA PAGA Payment and 25% (approximately \$104,416.67) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (approximately \$104,416.67) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 forms.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Allied estimates there are 118 PAGA Members who worked a total 2,170 PAGA Pay Periods.

4.2. PAGA Member Data. Within 10 days of entry of the Effective Date, Allied will deliver the PAGA Member Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect PAGA Members' privacy rights, the Administrator must maintain the PAGA Member Data in confidence, use the PAGA Member Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Member Data to Administrator employees who need access to the PAGA Member Data to effect and perform under this Agreement. Allied has a continuing duty to immediately notify PAGA Counsel if it discovers that the PAGA Member Data omitted PAGA Member identifying information, and to provide corrected or

updated PAGA Member Data as soon as reasonably feasible. Without any extension of the deadline by which Allied must send the PAGA Member Data to the Administrator, the Parties and their respective Counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted PAGA Member Data.

- 4.3. Funding of Gross Settlement Amount. Allied shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Allied funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Service Payment. Disbursement of the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Service Payment shall not precede disbursement of the Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the PAGA Members via first-class U.S. mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct a PAGA Member Address Search for all PAGA Members whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the PAGA Member Address Search. The Administrator need not take further steps to deliver checks to PAGA Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any PAGA Member whose original check was lost or misplaced, or to any PAGA Member who so requests prior to the void date.
 - 4.4.3. For any PAGA Member whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the PAGA Member.
 - 4.4.4. The payment of Individual PAGA Payments shall not obligate Allied to confer any additional benefits, or to make any additional payments to PAGA Members (such as 401(k) contributions or bonuses), beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when Allied fully funds the entire Gross Settlement Amount, Plaintiff, PAGA Members, and PAGA Counsel will release claims against all Released Parties as follows:

5.1. **Plaintiff's Release.** Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally release and discharge the Released Parties from all claims, transactions, or occurrences through the date of the full execution of this Agreement, including, but not limited to all claims that were, or reasonably could have been, alleged in the Action based on the facts or legal theories contained in the Operative Complaint ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement; any claims for vested benefits, unemployment benefits, disability benefits, Social Security benefits, or workers' compensation benefits that arose at any time; or based on occurrences arising after the date of the full execution of this Agreement. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true, but she agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1. **Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

5.2. **Release by PAGA Members.** All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts or legal theories stated in the Operative Complaint.

5.3. **Release by PAGA Counsel.** PAGA Counsel release, on behalf of their respective present and former attorneys, employees, agents, successors, and assigns, the Released Parties from all claims for PAGA fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. **MOTION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file a motion for approval of this Settlement.

6.1. **Plaintiff's Responsibilities.** Plaintiff will prepare and deliver to Defense Counsel all

documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subdivision (f)(2), including: (i) a draft proposed order granting approval of the Settlement; (ii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement, and attesting to its willingness to serve, its competency, its operative procedures for protecting the security of the PAGA Member Data, the amounts of insurance coverage for any data breach or defalcation of funds (or other misfeasance), all facts relevant to any actual or potential conflicts of interest with PAGA Members or the LWDA, and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel, or Defense Counsel; (iii) a signed declaration from each PAGA Counsel firm attesting to the timely transmission to the LWDA of all necessary PAGA documents (namely, the PAGA Notice (Labor Code section 2699.3, subdivision (a)), the Operative Complaint (Labor Code section 2699, subdivision (l)(1)), this Agreement (Labor Code section 2699, subdivision (l)(2))); and (v) all facts relevant to any actual or potential conflict of interest with PAGA Members and/or the Administrator. In their declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the motion for approval of this Settlement no later than 30 days after the full execution of this Agreement, and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court’s approval order to the Administrator.
- 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval, or if the Court conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected CPT (“CPT”) to serve as the Administrator and verified that, as a condition of appointment, CPT agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses. The Parties and their respective Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll-tax withholdings,

if any, and providing reports to state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under U.S. Treasury Regulation section 468B-1.

7.4. Administrator Duties. The Administrator has a duty to perform, or to observe, all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. **AGGRIEVED EMPLOYEE SIZE ESTIMATES.** Based on its records, Allied estimates that, as of the date of its execution of this Agreement, there are 118 Aggrieved Employees who worked 2,170 Pay Periods during the PAGA Period. If the actual number of Aggrieved Employees is more than 10% above 118, then Plaintiff has the option to cancel this Agreement.

9. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or the Judgment, (ii) addressing settlement-administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment, the Parties and their respective Counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If another party appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. **ADDITIONAL PROVISIONS.**

10.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Allied that any of the allegations in the Operative Complaint have merit or that Allied has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Allied’s defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not approve this Settlement, Allied reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Allied’s defenses. The Settlement, this Agreement, and Parties’ willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation

(except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 10.2. Integrated Agreement. Upon execution by all Parties and their respective Counsel, this Agreement, together with its attached exhibits (if any), shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Allied, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement, including any amendments to this Agreement.
- 10.4. Cooperation. The Parties and their respective Counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5. No Prior Assignments. The Parties separately represent 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 released and discharged by the Party in this Settlement.
- 10.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Allied, nor Defense Counsel are providing any advice regarding taxes or taxability; nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9. Applicable Law. All terms and conditions of this Agreement and its exhibits (if any) will be governed by, and interpreted according to, the internal laws of the state of California, without regard to conflict-of-law principles.
- 10.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the

basis that the Party was the drafter or participated in the drafting.

- 10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered, during the pendency of the Action or in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12. Use of PAGA Member Data. Information provided to PAGA Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of the PAGA Member Data provided to PAGA Counsel by Allied in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.
- 10.13. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only, and does not constitute a part of this Agreement.
- 10.14. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15. Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: Mark S. Greenstone
mgreenstone@greensontelaw.com
Greenstone Law APC
1925 Century Park East, Suite 2100
Los Angeles, California 90067

Abigail A. Zelenski
abigail@zelenskilaw.com
David Zelenski
david@zelenskilaw.com
Zelenski Law, PC
201 North Brand Boulevard, Suite 200
Glendale, California 91203

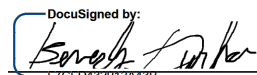
To Allied: Jeremy T. Naftel
Martenson, Hasbrouk, & Simon LLP
455 Capitol Mall, Suite 40
Sacramento, California 95819

- 10.16. Execution in Counterparts. This Agreement may be executed in one or more

counterparts by facsimile, electronically (e.g., DocuSign), or email, which, for purposes of this Agreement, shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17. Stay of Litigation. The Parties agree that, upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement.

PLAINTIFF

DocuSigned by:

F7CFD432912A43B...
 Beverly Durham

Dated: 11/13/2024

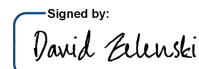
DEFENDANT

Deborah Pecci
 Allied Universal Executive Vice President – Deputy Global General Counsel on behalf of Defendant
 Universal Protection Service, LP

Dated: _____

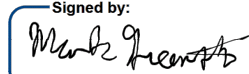
APPROVED AS TO FORM

ZELENSKI LAW, PC

Signed by:

4B88CFDDA45A408...
 Abigail Zelenski
 David Zelenski
 Attorneys for Plaintiff Beverly Durham

Dated: 11/18/2024

GREENSTONE LAW APC

Signed by:

7B35DD6DF72541B...
 Mark S. Greenstone
 Attorneys for Plaintiff Beverly Durham

Dated: 11/15/2024

counterparts by facsimile, electronically (e.g., DocuSign), or email, which, for purposes of this Agreement, shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17. Stay of Litigation. The Parties agree that, upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement.

PLAINTIFF

Beverly Durham

Dated: _____

DEFENDANT

Signed by:



08840E0359BC474:
Deborah Pecci

Allied Universal Executive Vice President – Deputy Global General Counsel on behalf of Defendant
Universal Protection Service, LP

Dated: 11/21/2024

APPROVED AS TO FORM

ZELENSKI LAW, PC

Abigial Zelenski
David Zelenski
Attorneys for Plaintiff Beverly Durham

Dated: _____

GREENSTONE LAW APC

Mark S. Greenstone
Attorneys for Plaintiff Beverly Durham

Dated: _____