

SETTLEMENT AGREEMENT

This Release and Settlement Agreement (“Agreement”) is made and entered into by and between Tatiana Chilton (“Chilton”) and Universal Protection Service, LP d/b/a Allied Universal Security Services, and its affiliates, subsidiaries, and parents (“Allied Universal”).

I

For and in consideration of the execution of this Agreement by Chilton, Allied Universal agrees to provide Chilton with certain valuable consideration, the sufficiency and receipt of which is hereby acknowledged, including providing Chilton the gross sum of [REDACTED] [REDACTED], which amount will be payable as follows: (a) a check made payable to Chilton in the gross amount of [REDACTED] minus any applicable federal, state and/or local tax withholdings, for any alleged lost wages by Chilton; and (b) a check made payable to Chilton in the gross amount of [REDACTED] for any and all alleged non-wage damages or penalties. Allied Universal shall be responsible for paying, in addition to the gross amount described herein, all employer-side taxes relating to the payments made to Chilton under this Agreement. At the time of execution of this Agreement, Chilton will complete and execute a W-4 Form and/or W-9 Form to be returned with this Agreement. These benefits are provided in settlement of Chilton’s individual and representative claims against Allied Universal and/or all of its affiliated companies, employees and representatives, including the claims alleged in the Labor Workforce Development Agency (“LWDA”) notices filed on May 27, 2021 and June 2, 2021 as well as the civil action entitled *Tatiana Chilton v. Universal Protection Service, LP d/b/a Allied Universal Protection Security Services*, Superior Court of the State of California, County of San Joaquin, Case No. STK-CV-UOE-202-18057, (collectively “LAWSUITS”) as the

claims pertain to Chilton only. This Agreement does not purport to settle the PAGA claim on behalf of the state or other current or former employees.

Delivery of the aforementioned settlement checks shall be made to CRLA within fifteen (15) business days of both Court approval of the Agreement and following receipt by Allied Universal, of the original signed copy of this Agreement, W-4 and W-9 Forms executed by Chilton. Within fifteen (15) business days of receipt of payment Chilton will file a request for Dismissal with prejudice with the court. The documents referenced in the preceding sentence shall be sent to: Diana Cabrera-Vega, Martenson, Hasbrouck & Simon LLP, 455 Capitol Mall, Suite 400 Sacramento, California 95814, dcabrera-vega@martensonlaw.com.

II

For and in consideration of the agreements and commitments set forth above, the receipt and sufficiency of which are hereby acknowledged, Chilton does hereby knowingly and voluntarily release and forever discharge, both jointly and severally, Allied Universal, its corporate parent, subsidiaries and affiliates including but not limited to Universal Protection Service, LP, its current and former officers, directors, employees, joint employers, joint obligors, their shareholders, attorneys, servants and agents, together with their successors and assigns (hereinafter collectively referred to as the "Releasees") from all causes of action, suits, debts, dues, sums of money, accounts, penalties, damages, judgments, claims and demands arising from Chilton's employment with Releasees, in law or in equity (hereinafter collectively referred to as "claims"), which Chilton ever had, now has, or may or might in the future have against the Releasees, arising out of or that could have been alleged based on the factual and legal allegations contained in the LAWSUITS which arose at or before the moment Chilton signs this Agreement, including associated relief related for the alleged failure to provide off

duty meal periods, failure to provide off-duty rest periods, failure to pay regular, minimum and overtime wages, failure to pay wages when due during employment, failure to pay all final wages when due, failure to provide accurate itemized wage statements, and failure to provide notice concerning changes in the rate of pay. This release includes all such claims arising under the (i) Fair Labor Standards Act, (ii) Labor Code §§ 201-204, 210, 218, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 2698 *et seq.*, 2810.5, and California Code of Civil Procedure § 1021.5, Business & Professions Code §§ 17200 *et seq.*, California Code of Regulations Title 8, § 11040 *et seq.*, Industrial Welfare Commission Wage Order 4, the Industrial Welfare Commission's Minimum Wage Order, and (iii) all other state and local wage/hour and wage payment laws, and common law theories based on the foregoing.

Notwithstanding Chilton's release of the foregoing released claims, she shall remain entitled to any share she will otherwise receive as a settlement class member in the settlements reached in the cases entitled *Maged Hakeem, et. al. v. Universal Protection Service, LP*, Sacramento County Superior Court Case No. 34-2019-00270901 ("*Hakeem*" action) and *Reginald Moore, et. al. v. Universal Protection Service, LP*, United States District Court for the Central District of California, Eastern Division, Case No. 5:10-cv-02124-JGB-SP ("*Moore*" action) or any other action where she is a settlement class member. However, Chilton will still be subject to the entire scope of the releases approved by the courts in *Hakeem* and *Moore* actions.

III

Chilton further acknowledges and covenants that, in consideration for the agreements and commitments set forth in Paragraph I hereof, she has knowingly relinquished, waived and

forever released any and all damages and remedies against the Releasees which might otherwise be available to her as to the claims released herein. Chilton also specifically agrees not to challenge, move to vacate and/or object to the settlements reached in the *Hakeem* and *Moore* actions or any other action where she might be a settlement class member.

The parties further acknowledge and agree that, except as expressly set forth in Paragraph I above, each party to this Agreement will bear their own costs and attorney's fees. Chilton further warrants that as of the time of execution of this Agreement, she has not assigned or transferred the claims released through this Agreement that she would otherwise have against the Releasees. Chilton acknowledges that nothing in this Agreement prevents her from filing a charge or complaint with the Equal Employment Opportunity Commission ("EEOC"), National Labor Relations Board ("NLRB"), Occupational Health and Safety Administration ("OSHA"), or another state or federal agency (hereinafter "Government Agency") or cooperating in any investigation or proceeding conducted by such a Government Agency. However, Chilton understands and agrees that, if she files a charge or complaint with such a Government Agency, or if the Government Agency independently pursues any relief on behalf of Chilton, she is, hereby waiving her right to personal injunctive relief and agrees any amount due to her shall be offset by the recovery stated in this agreement. Notwithstanding any other provision contained herein, nothing in this Agreement shall limit Chilton's ability to accept any reward or incentive pursuant to a government-administered whistleblower program. Moreover, nothing in this Agreement shall be construed as a waiver of any right which, by law, cannot be waived.

IV

Chilton further understands and agrees that as a condition of this Agreement, in connection with the claims against the Releasees and the claims released herein, Chilton waives any rights she

may have under Section 1542 of the Civil Code of the State of California. That Section reads as follows:

"§ 1542. [Certain claims not affected by general release.] 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."

Notwithstanding the provision of Section 1542, and for the purpose of implementing a full and complete release and discharge of the Releasees, and each of them, Chilton expressly acknowledges that this Agreement is intended to include and does include in its effect, without limitation, all claims, arising out of or that could have been alleged based on the factual and legal allegations contained in the LAWSUITS which arose at or before the moment Chilton signs this Agreement, which Chilton does not know or suspect to exist in her favor against any of the Releasees at the time of her execution hereof, and that this Agreement expressly contemplates the extinguishment of all such claims.

 Initials

V

Chilton further acknowledges and covenants not to sue the Releasees, or to participate or aid in any way in any suit or proceeding related to the claims released herein. Chilton acknowledges and covenants that she understands that after signing this Agreement, she cannot proceed against any Releasees with respect to or on account of any of the matters released in this Agreement in any forum (e.g. civil, arbitral or administrative) and further agrees that she will take whatever steps are necessary to ensure that the LAWSUITS are dismissed with prejudice to the

maximum extent allowed by law, including but not limited to executing a Request for Dismissal and filing it with the Court.

VI

The amounts paid in connection with the provisions of Paragraph I, above, shall be reported to the Internal Revenue Service in accordance with applicable statutes and regulations. With respect to the amounts paid directly to Chilton, the amounts subject to tax withholdings shall be reported on a Form W-2 issued to Chilton at year-end, and the amounts not subject to tax withholdings shall be reported on a Form 1099-MISC issued to Chilton at year-end. Chilton and Allied Universal shall each be responsible for the payment of any local, state, and/or federal taxes which may be attributable to the payments described above and shall indemnify and hold each other harmless from such tax consequences, including interest and/or penalties, arising out of the payments described in Paragraph I above. The parties acknowledge that no representations have been or are made herein by or to any signatory to this Agreement regarding the tax consequences of this Agreement.

VII

Chilton further covenants that she shall make no disclosure concerning the sums paid in this Agreement as consideration hereof to any person, persons or organization other than a spouse, to a court in the event of an alleged breach, or as required by a court of law (*e.g.*, by virtue of a validly issued subpoena), or to their attorney, accountant or tax advisor, and then only to the extent necessary to prepare the federal, state or local tax returns or other documents required by law to be filed. While not limiting the generality of the foregoing, “disclosure” includes a statement, written or oral, to any person, newspaper, magazine, radio, television station or publishing or social media company. Chilton does further agree that if she is asked about the sums paid in this

Agreement, she will not disclose such information. Further if she is asked about the sums paid in this Agreement, she will state "The case is over." This confidentiality provision is intended to prevent disclosure of information pertaining to the confidential settlement of this dispute. However, neither this provision nor anything else in this Agreement prevents Chilton from discussing or disclosing information about any actual or perceived unlawful acts in the workplace, such as harassment or discrimination or any other conduct that she has reason to believe is unlawful.

VIII

Chilton agrees and covenants that upon execution of this agreement she will not directly or indirectly, orally or in writing, defame Allied Universal, its corporate parent, subsidiaries and affiliates and/or any of their services, employees (current and former), officers, directors, members, representatives, agents and/or attorneys, or any of the Releasees identified or in any way interfere with their relationships with their customers, employees, family and/or friends. Allied Universal agrees that its current executive officers and members of the legal department shall not orally or in writing criticize, disparage, or otherwise undermine the reputation of Chilton. This provision does not prevent Chilton from discussing or disclosing information about any actual or perceived unlawful acts in the workplace, such as harassment or discrimination or any other conduct that she has reason to believe is unlawful.

Allied Universal and/or its parent, subsidiaries, divisions or affiliates will provide a neutral reference in response to any employment inquiries regarding Chilton, stating only dates of employment and position held, PROVIDED THAT all inquiries are directed to Allied Universal's employment verification vendor, VerifyFast, using company code 8927 via verifyfast.com or via telephone at (877) 400-4397. In the event that Allied Universal and/or its parent, subsidiaries,

divisions or affiliates receives an employment inquiry regarding Chilton, the inquirer will be directed to submit the request to VerifyFast, using company code 8927 via verifyfast.com or via telephone at (877) 400-4397.

IX

Nothing in this Agreement is intended to or shall prevent, impede or interfere with Chilton's non-waivable right, without prior notice to Allied Universal, to provide information to the government, participate in investigations, file a complaint, testify in proceedings regarding Allied Universal's past or future conduct, or engage in any future activities protected under federal, state or local law, including whistleblower statutes, or to receive and fully retain a monetary award from a government-administered whistleblower award program for providing information directly to a Government Agency.

X

Chilton agrees and covenants that she has carefully reviewed and thought over the terms of this Agreement, and that all questions concerning this Agreement have been answered to her satisfaction. Chilton further represents and agrees that she was advised and encouraged, prior to her execution of this Agreement, to discuss and review all aspects of this Agreement with her private attorney and that she has, to the extent she wished to do so, availed herself of this opportunity.

XI

It is also understood and agreed that this Agreement is executed by Chilton voluntarily and is not based upon any representations or statements of any kind made by Allied Universal or any of its representatives as to the merits, legal liabilities, or value of any current or potential claims which Chilton may have. Chilton also acknowledges that no promise or inducement for this

Agreement has been offered or made, except as herein set forth, and this Agreement contains the full terms of the agreement between Chilton and Releasees.

XII

It is further understood and agreed that this Agreement is entered into voluntarily by both parties, that this settlement is a compromise of disputed claims and that the payment conferred herein is not to be construed as an admission of liability on the part of the persons, corporations and entities hereby released, by whom liability is expressly denied.

XIII

This Agreement shall be binding upon Chilton, her heirs, executors, administrators, assigns, successors, beneficiaries, employees and agents, and all other persons asserting claims by, on behalf of, or through Chilton based or founded upon any of the claims released herein. Chilton acknowledges that this Agreement is made and entered into in the State of California shall, in all respects, be interpreted, enforced and governed under the laws of said State. All terms of this Agreement shall inure to the benefit of the Releasees and their predecessors, successors and assigns.

XIV

Should any word, phrase, clause, sentence or paragraph of this Agreement be deemed unenforceable by a competent court of law, the enforceability of the remainder of the Agreement shall be unaffected.

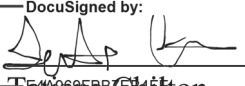
XV

Chilton acknowledges and agrees that, should she fail or refuse to execute this Agreement, all obligations of Allied Universal, including the obligation to pay the sums referenced in Paragraph I as set forth herein, shall be entirely null, void and of no effect.

XVI

This Agreement constitutes the entire agreement between Chilton and the Releasees pertaining to the subjects contained herein and supersedes any and all prior and/or contemporaneous agreements, representations or understandings, written or oral. It is expressly understood and agreed that this Agreement may not be altered, amended, modified or otherwise changed in any respect or particular whatsoever except in writing duly executed by Chilton and an authorized representative of Allied Universal. This Agreement is intended fully, completely and forever to resolve all disputes or potential disputes between Chilton and the Releasees concerning the claims released herein.

IN WITNESS WHEREOF, Tatiana Chilton sets her hand and seal this 5th day of _____ May, 2022.

DocuSigned by:

Tatiana Chilton
Plaintiff

DocuSigned by:

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Kadian Blanson
Vice President, Managing Counsel - Litigation
For and on behalf of Allied Universal