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Attorney for Plaintiff
DAMIAN DUNWOOD

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

DAMIAN DUNWOOD, an individual;

Plaintiff,

vs.

BRINKS INCORPORATED, a Delaware
Corporation; SILAS STEELE, an individual; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 25CV002238

**EXHIBIT LIST AND EXHIBITS IN
SUPPORT OF PLAINTIFF'S MOTION TO
APPROVE PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT**

Reservation No. A-02238-010

Date: August 21, 2026
Time: 9:00 a.m.
Dept.: 8A
Judge: Hon. Jill H. Talley

Filed: January 28, 2025
Trial Date: None Set

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
A	Proposed Private Attorneys General Act Settlement
B	Plaintiff's Operative Complaint
C	Plaintiff's Letters to the Labor & Workforce Development Agency
D	Phoenix Settlement Administrators Quote
E	Proposed Notice of Settlement
F	Proof of Submission of Proposed Settlement Agreement to LWDA
G	Plaintiff's Counsel's Itemized Costs
H	Plaintiff's Counsel's Summary of Hours

Dated: July 30, 2026

EMPLOYEE & CONSUMER ADVOCATES OF
NORTHERN CALIFORNIA PC

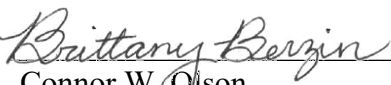
By: 
 Connor W. Olson
 Brittany V. Berzin
 Attorneys for Plaintiff

EXHIBIT A

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Damian Dunwood (“Plaintiff”) and defendant Brink’s, Incorporated (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations, among others, against Defendant captioned *Damian Dunwood v. Brink’s, Incorporated, et al.* (Case No. 25CV002238) initiated on January 28, 2025, and pending in Superior Court of the State of California, County of Sacramento.
- 1.2. “Administrator” means Phoenix Settlement Administrators, 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 PAGA Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employees” means all hourly, non-exempt current and former employees who worked for Defendant in California during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods worked.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee 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 Aggrieved Employees.
- 1.7. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.8. “Complaint” means the operative complaint in this action.
- 1.9. “Court” means the Superior Court of California, County of Sacramento.

- 1.10. “Defendant” means named defendant Brink’s, Incorporated.
- 1.11. “Defense Counsel” means Spencer C. Skeen and Jesse C. Ferrantella, Deakins, Nash, Smoak & Stewart, PC.
- 1.12. “Effective Date” means the date on which the Approval Order and Judgment are signed by the Court, and Judgment becomes final.
- 1.13. “Gross PAGA Settlement Amount” means the total sum of \$700,000.00, which is the maximum amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below. The Gross PAGA Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator Expenses.
- 1.14. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Payment calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.15. “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.16. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.17. “LWDA PAGA Payment” means the 65% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.18. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *Et seq.*).
- 1.19. “PAGA Counsel” means Connor W. Olson and Brittany V. Berzin of the law firm of Employee & Consumer Advocates of Northern California PC dba NorCal Advocates, the attorneys representing the Plaintiff in the Action.
- 1.20. “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.

- 1.21. “PAGA Notice” means Plaintiff Damian Dunwood’s January 3, 2025 letter to the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.22. “PAGA Payment” means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment, which after these deductions is the total amount of PAGA civil penalties to be paid from the Gross PAGA Settlement Amount, allocated 35% to the Aggrieved Employees and the 65% to LWDA in settlement of PAGA claims.
- 1.23. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.24. “PAGA Period” means the period from November 15, 2022, through the earlier of the date that: (a) the PAGA settlement is approved, or (b) 90 days from the date of execution of the Memorandum of Understanding, subject to Paragraph 8 below.
- 1.25. “Plaintiff” means Damian Dunwood, the named plaintiff in the Action.
- 1.26. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5.2 below.
- 1.27. “Released Parties” means Defendant and each of its past and former insurers, brands, concepts, affiliates, subsidiaries, parent companies, predecessors, successors, assigns, employees, owners, officers, directors, agents, attorneys, administrators, representatives, heirs, estates, powers-of-attorney, and any individual or entity that could be jointly liable with Defendant.
- 1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

- 2.1. On January 3, 2025, Plaintiff sent the PAGA Notice, providing timely written notice to Defendant and the LWDA.
- 2.2. On January 28, 2025, Plaintiff commenced the Action by filing a complaint alleging individual claims for: (1) failure to pay regular wages; (2) failure to pay overtime

wages; (3) meal period violations; (4) rest period violations; (5) failure to reimburse business expenses; (6) waiting time penalties; (7) retaliation; (8) wrongful termination; (9) negligent hiring, retention, or supervision; (10) intentional infliction of emotional distress; (11) violation of Business and Professions Code 17200 et seq.; and (12) public nuisance.

- 2.3. On April 2, 2025, Plaintiff amended the complaint to seek penalties under the Private Attorneys General Act of 2004 (“PAGA”) for the alleged Labor Code violations by adding a single cause of action for civil penalties under PAGA.
- 2.4. Defendant denies the allegations in the Complaint, denies any failure to comply with the laws identified in the Complaint and denies any and all liability for the causes of action alleged.
- 2.5. On January 16, 2026, the Parties participated in an all-day mediation presided over by Lisa Klerman, Esq. which led to this Agreement to settle the Action. In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle Plaintiff’s individual claims pursuant to a separate confidential Individual Settlement Agreement (“Individual Settlement”). Plaintiff’s individual claims exist independently and apart from the PAGA claims at issue in the Action. If the Court and/or the LWDA requires the Parties to submit the terms of Plaintiff’s Individual Settlement Agreement to obtain approval of the PAGA settlement in the Action, the Parties agree that the terms of Plaintiff’s Individual Settlement Agreement will only be submitted under seal or disclosed to the Court in some other way to ensure that the Individual Settlement amount is not disclosed publicly.
- 2.6. Prior to mediation, Plaintiff obtained, through informal discovery, documents relating to Defendant’s policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and operations policies, and more. Plaintiff also obtained a representative sample of time and pay records for the Aggrieved Employees.
- 2.7. The Parties, PAGA Counsel and Defense Counsel represent that they are aware of one pending matter or action asserting claims that will be affected by the Settlement: *Santoyo v. Brinks, Incorporated*, Case No. 23STCV12824 (La. Sup. Ct). This case was compelled to individual arbitration and stayed the PAGA claim.

3. AMENDMENT OF COMPLAINT AND PAGA NOTICE

- 3.1. Plaintiff agrees to amend the lawsuit and file an amended PAGA notice to allege all claims against Defendant, as detailed in and consistent with the Released Claims

and PAGA Period set forth below.

4. MONETARY TERMS.

4.1. Gross PAGA Settlement Amount. Except as provided in paragraph 8 below, Defendant promises to pay \$700,000.00 and no more as the Gross PAGA Settlement Amount. The Gross Settlement Amount includes the Individual PAGA Payments to the Aggrieved Employees, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. Defendant has no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. The Gross PAGA Settlement Amount shall be all-in and none of the Gross PAGA Settlement Amount will revert to Defendant.

4.2. Payments from the Gross PAGA Settlement Amount. The Administrator will make and deduct the following payments from the Gross PAGA Settlement Amount, in the amounts specified by the Court in the Approval Order:

4.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross PAGA Settlement Amount which is currently estimated to be \$233,333.33 and PAGA Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. 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 PAGA Payment. Except as provided in this paragraph, PAGA Counsel shall not seek any additional attorneys' fees or costs in connection with the Released PAGA Claims in the Action and PAGA Notice. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel 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 Defendant harmless, and indemnifies Defendant from any dispute or controversy regarding the taxation of these payments. This indemnity provision applies only to PAGA Counsel's own acts or omissions.

4.2.2 To the Administrator: An Administrator Expenses Payment not to exceed

\$15,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment in an amount less than \$15,000.00, the Administrator will allocate the remainder to the PAGA Payment.

4.2.3 To the LWDA and Aggrieved Employees: PAGA Payment in the amount of not less than \$431,666.67 be paid from the Gross PAGA Settlement Amount, with 65% (no less than \$280,583.33) allocated to the LWDA PAGA Payment and 35% (no less than \$151,083.34) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Payment 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. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

5 SETTLEMENT FUNDING AND PAYMENTS.

5.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are approximately 1,138 Aggrieved Employees who worked a total of 53,499 PAGA Pay Periods during the PAGA Period.

5.2 Aggrieved Employee Data. Within thirty (30) calendar days of the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee privacy rights, the Administrator must maintain the Aggrieved Employee Data securely and in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Administrator shall provide a secure file upload site to transfer this data, and shall notify Defendant within 3 business days in the event of any data breach of the Aggrieved Employee Data. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

5.3 Funding of Gross PAGA Settlement Amount. Defendant shall fully fund the Gross

PAGA Settlement Amount by transmitting the funds to the Administrator no later than thirty (30) calendar days after the Effective Date.

5.4 Payments from the Gross PAGA Settlement Amount. Within seven (7) days after Defendant funds the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

5.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the void date (which is 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 Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

5.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (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 Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

5.4.3 For any Aggrieved Employee 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 State of California Unclaimed Property Fund in the name of the absent Aggrieved Employee.

5.4.4 The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6 **RELEASES OF CLAIMS.** Upon Court approval and entry of judgment, and effective on the date when Defendant fully funds the entire Gross PAGA Settlement Amount, the settlement will release all PAGA penalty claims against all Released

Parties by Plaintiff, the Aggrieved Employees, the LWDA and the State of California, as follows:

6.1 Plaintiff's Release. In addition to the claims released under Sections 5.2 and 5.3 below, Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or Plaintiff's Individual Settlement, which is subject to a separate release, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, claims that cannot be released as a matter of law, or based on occurrences outside the PAGA Period. 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 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.

6.1.1 Plaintiff's Waiver of Rights Under 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.

6.2 Release by Aggrieved Employees, the LWDA, and the State of California:

All Aggrieved Employees, the State of California and the LWDA are deemed to release the Released Parties from all "Released PAGA Claims". "Released PAGA Claims" means all claims for PAGA penalties that were set forth, alleged, or reasonably could have been alleged, based on the facts and allegations stated in the Complaint and any amendments, and the PAGA Notice and any amendments submitted by Plaintiff to the LWDA, which occurred during the PAGA Period, including: (1) Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order No. 9, § 4 (Failure to Pay Minimum Wages); (2) Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 9, § 3 (Failure to Pay Overtime Wages); (3) Violation

of Labor Code §§ 226.7, 512; IWC Wage Order No. 9, § 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof); (4) Violation of Labor Code § 226.7; IWC Wage Order No. 9, § 12(A) (Failure to Provide Rest and Recovery Periods or Pay Premiums in Lieu Thereof); (5) Violation of Labor Code §§ 226, 226.2, 226.3 (Failure to Provide Accurate Wage Statements); (6) Violation of Labor Code §§ 2800, 2802 (Failure to Reimburse Expenses); (7) Violation of Labor Code § 1102.5 (Retaliation); (8) Violation of Labor Code §§ 201-203 (Waiting Time Penalties); (9) Violation of Labor Code §§ 6400, 6401, 6401.7, 6401.8, 6402, 6403, 6404, 6406, 6407 (Failures Relating to Health & Safety); (10) Violation of Labor Code §§ 204, 210 (Failure to Timely Pay Wages During Employment); (11) Violation of Labor Code §§ 246, 246.5 (Failure to Provide Paid Sick Leave); and (12) Violation of Labor Code §§ 1174, 1198.5 (Failure to Maintain Accurate Records). There shall be no right to opt out of the PAGA Settlement, consistent with California law.

7 MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

7.1 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, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA 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; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

7.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than sixty (60) 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 to the Administrator.

7.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or 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 of this Settlement or 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.

8 SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their 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.

8.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

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

9 AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 1,138 Aggrieved Employees who worked 53,499 Pay Periods during the PAGA Period. In the event the actual number of PAGA Pay Periods escalate beyond 10% more than 53,499 (i.e., 58,849 pay periods), the Gross PAGA Settlement Amount will be increased proportionally. For example, if the number is 11% higher, the Gross PAGA Settlement Amount will be increased by 1%. In the alternative, the Defendant may elect to shorten the release end date in order to stay within the 10%

cushion.

- 10 **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement pursuant to C.C.P. Section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.1 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 PAGA Counsel Litigation Expenses Payment, the Parties, 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 PAGA Payment.

11 **ADDITIONAL PROVISIONS.**

11.1 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 Defendant that any of the allegations in the Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. Defendant expressly denies all liability for any wrongdoing alleged by Plaintiff. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant'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 or legal or regulatory matter (except for proceedings to enforce or effectuate this Settlement and Agreement).

11.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits 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.

- 11.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, 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.
- 11.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement 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 the mediator, Lisa Klerman, Esq., for resolution.
- 11.5 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 and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 11.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant 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.
- 11.7 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.
- 11.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 11.10 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.

- 11.11 Confidentiality. Other than information necessary to secure Court approval of this settlement, the Parties agree to keep confidential all matters relative to this Settlement, including the terms of the Settlement and the facts and circumstances leading up to it. If asked about the disputes between the Parties, the Parties shall provide no other statement than “the matter has been resolved” or “the matter has settled.” The Parties may, however, discuss the terms of this Settlement with their spouses, attorneys, financial advisors, tax advisors, and accountants, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement shall be informed that the terms of this Settlement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement. Neither Plaintiff nor PAGA Counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or social media, respond to any press inquiries, or otherwise publicize the settlement or communicate its terms in public or in private.
- 11.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with discovery, 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. Not later than 60 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff and PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data and PAGA Data received from Defendant.
- 11.13 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.
- 11.14 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.
- 11.15 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: Connor W. Olson
 Brittany V. Berzin

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Employee & Consumer Advocates of Northern California PC
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To Defendant: OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
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Phone: (858) 652-3100
Facsimile: (858) 652-3101

- 11.16 Execution in Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts by facsimile, electronic signature, 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. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 11.17 Court Filings. The Parties agree not to object to any Court filings consistent with this Agreement.
- 11.18 No Other Pending Claims. Plaintiff represents that he does not have any other pending claims, complaints, charges, or lawsuits of any kind whatsoever with any court, governmental agency, or other regulatory body with respect to any matter arising out of his employment with Defendant, or otherwise related to Defendant.
- 11.19 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. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process. In the event the settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, the Parties shall revert back to their respective positions as of before entering into the settlement. The Parties shall cooperate in good faith to secure a court order staying the Action and all deadlines, pending implementation of the

settlement. If the Court denies approval of the settlement, the Parties will resume litigation.

12 EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 05/19/26 
Damian Dunwood (May 19, 2026 10:45:49 PDT)
Plaintiff Damian Dunwood

Dated: _____

[name]
For Defendant Brink's, Incorporated

Dated: 5/12/26 *Brittany Berzin*
Connor W. Olson
Brittany V. Berzin
Employee & Consumer Advocates of Northern California PC
Attorneys for Plaintiff

Dated: _____

Spencer C. Skeen
Jesse C. Ferrantella
Ogletree, Deakins, Nash, Smoak & Stewart, PC
Attorneys for Defendant

Dunwood v. Brink's Incorporated PAGA Settlement Agreement (JCF)_Reviewed OD-Pltf edit v2 (004) (003) (002)

Final Audit Report

2026-05-19

Created:	2026-05-19
By:	Connor Olson (connor@norcaladvocates.com)
Status:	Signed
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Adobe Acrobat Sign

EXHIBIT B

Connor W. Olson (SB# 291493)
Brittany V. Berzin (SB# 325121)
**EMPLOYEE & CONSUMER ADVOCATES
OF NORTHERN CALIFORNIA PC**
520 Capitol Mall, Suite 150
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Attorneys for Plaintiff
DAMIAN DUNWOOD

ELECTRONICALLY FILED
Superior Court of California
County of Sacramento
06/10/2026

By: M. Pipe Deputy

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

DAMIAN DUNWOOD, an individual,

Plaintiff,

v.

BRINK'S INCORPORATED, a Delaware
Corporation; SILAS STEELE, an individual;
and DOES 1 through 25, inclusive,

Defendants.

CASE NO.: 25CV002238

SECOND AMENDED COMPLAINT

*DEMAND FOR JURY TRIAL
DEMAND FOR PUNITIVE DAMAGES
DEMAND FOR PUBLIC INJUNCTIVE RELIEF
DAMAGES EXCEED \$35,000*

Plaintiff DAMIAN DUNWOOD ("Plaintiff") hereby files this Complaint against Defendants BRINK'S INCORPORATED, ("BRINK'S") a Delaware Corporation, SILAS STEELE, ("STEELE") an individual, and DOES 1 through 25, inclusive (hereinafter all collectively referred to as "Defendants" unless otherwise noted). Plaintiff, by and through his attorneys, alleges as follows:

INTRODUCTION

1. This Complaint arises from Defendants' deliberate and reckless actions that jeopardized the safety of Plaintiff, other BRINK'S employees, and the public. Plaintiff, an Armed Transport Guard, along with other employees, were forced to operate vehicles with known defective air conditioning in extreme heat, facing severe risks of heat-related illnesses, including incapacitation and death. Defendants knowingly subjected employees to these life-threatening conditions, creating a grave risk of fatal incidents and catastrophic collisions if a driver became

1 incapacitated and lost control of their fortified vehicle. Despite repeated warnings, Defendants
2 refused to address these dangers and instead retaliated against Plaintiff for raising safety concerns,
3 ultimately forcing his resignation. If Defendants' conduct continues unchecked, it is only a matter
4 of time before it results in the preventable loss of life.

5 **PARTIES**

6 2. Plaintiff is, and at all relevant times was, an individual residing in the County of
7 Sacramento, State of California.

8 3. Defendant BRINK'S is a Delaware Corporation operating in the State of California
9 with a physical branch located at 8178 Alpine Ave., Sacramento, CA 95826.

10 4. Defendant STEELE is, and at all relevant times was, an individual who, based on
11 information and belief, resides in the County of Sacramento, State of California.

12 5. The true names, capacities, and liabilities of Does 1 through 25, whether individual,
13 corporate, associate, or otherwise are unknown to Plaintiff and therefore Plaintiff sues said Doe
14 Defendants using fictitious names pursuant to Section 474 of the California Code of Civil
15 Procedure. Plaintiff is informed and believes and therefore alleges that each of the Doe Defendants
16 are legally responsible in some manner for the events and happenings referred to herein. Plaintiff
17 will amend his Complaint to allege such true names and capacities when they have been
18 determined.

19 6. Plaintiff further is informed and believes and therefore alleges that all known and
20 unknown defendants acted on behalf of, and for the benefit of, at the direction of, and in conspiracy
21 with, each and every defendant, known or unknown, and their agents and/or employees, and each
22 of them, to do the acts complained of herein.

23 **JURISDICTION AND VENUE**

24 7. The Sacramento Superior Court has jurisdiction in this matter pursuant to California
25 Code of Civil Procedure section 410.010 to determine alleged violations of the California Labor
26 Code, California common law, and the relevant Wage Order.

27 8. Venue is proper in the Sacramento County Superior Court because Plaintiff's
28 employment and the events giving rise to the Complaint occurred in Sacramento County.

9. Plaintiff sought permission pursuant to Labor Code section 2699 *et seq.* to pursue the claims set forth in this Complaint against BRINK’S as a Private Attorney General on behalf of himself and other Aggrieved Employees. Pursuant to California Labor Code section 2699.3, Plaintiff gave written notice via online submission to the Labor and Workforce Development Agency (“LWDA”) and the Occupational Safety and Health Administration (“OSHA”) on approximately January 3, 2025 and May 27, 2026. Plaintiff provided facts and legal bases for his claims within the notice to the LWDA and OSHA on all violations asserted under the Private Attorneys General Act cause of action. Plaintiff also submitted the \$75.00 filing fee. The January 3, 2025 and May 27, 2026, notice were also sent via certified mail to BRINK’S. Plaintiff is informed and believes that, to date, the LWDA has not provided any response to Plaintiff’s notice correspondence. Further, Plaintiff is informed and believes that, to date, OSHA has not commenced an investigation in response to Plaintiff’s notice correspondence. Accordingly, Plaintiff is informed and believes that he has exhausted all administrative remedies pursuant to the Private Attorneys General Act (“PAGA”) and may bring this action on behalf of himself and all Aggrieved Employees. *See* Cal. Labor Code § 2699.3; *Caliber Bodyworks, Inc. v. Sup. Ct.* (2005) 134 Cal.App.4th 365, 383 n.18, 385 n.19. Aggrieved Employees includes, but is not limited to all non-exempt, hourly employees who have, or continue to, work for BRINK’S in California at any time from November 15, 2022, to the present.

STATEMENT OF FACTS

10. Plaintiff and Aggrieved Employees worked as non-exempt employees receiving an hourly wage. Plaintiff began working for BRINK’S in November of 2023, when he was hired as an Armed Transport Guard (“ATG”) at a rate of \$25.29 per hour, later increasing to \$26.31. Pursuant to a November 14, 2023, offer of employment, Plaintiff was also eligible for two weeks of combined sick and vacation time as well as health, life, and disability insurance.

11. Plaintiff's duties included driving an armored vehicle, delivering and picking up valuables, servicing ATMs, and other similar and related duties. During his employment, Plaintiff was, at times, responsible for transporting millions of dollars in valuables and weapons from the Modesto branch to Sacramento by himself.

1 12. Plaintiff and Aggrieved Employees routinely worked in excess of twelve hours
2 a day. Because of the demands placed on them by management and STEELE, which included
3 constant pressure to work faster, Plaintiff and Aggrieved Employees were routinely forced to
4 work through required meal and rest breaks, to miss meal and rest breaks, to take short or
5 untimely meal and rest breaks, or to take late meal and rest breaks. Plaintiff and Aggrieved
6 Employees also were required to take on-duty meal periods, which were not authorized. To the
7 extent Plaintiff and Aggrieved Employees were able to receive meal and rest breaks, they were
8 taken after late, including after the fifth hour of work. Plaintiff and Aggrieved Employees also
9 were not properly provided with recovery periods where needed to avoid heat exhaustion.
10 Plaintiff and Aggrieved Employees were not compensated with premiums for these missed
11 breaks, and were not properly compensated at their regular rate of compensation.

12 13. Plaintiff and Aggrieved Employees were not compensated for all hours worked,
13 including regular and overtime. For example, Defendants required Plaintiff and Aggrieved
14 Employees to work off-the-clock, and not all time Plaintiff and Aggrieved Employees were
15 subject to Defendants' control was captured in the timekeeping system. Defendants either failed
16 to record all hours work, and/or implemented time rounding or self-rounding practices that at
17 times resulted in the underpayment of wages to Plaintiff and the Aggrieved Employees,
18 including minimum and overtime wages.

19 14. When Defendants paid overtime, double time, meal and rest period premium
20 pay, and paid sick leave, Defendants failed to incorporate all nondiscretionary payments for
21 work performed by Plaintiff and the Aggrieved Employees in the regular rate of compensation.
22 This further resulted in underpayment of wages.

23 15. Plaintiff and Aggrieved Employees were also forced to respond to calls and texts
24 on their personal cell phones on their days off. Plaintiff and Aggrieved Employees were not
25 reimbursed for the use of their personal cell phone, internet, and related data, and were not
26 compensated for the work performed on their days off, which resulted in unpaid minimum and
27 overtime wages. Plaintiff and Aggrieved Employees were also not properly reimbursed for
28 necessary business expenses incurred in the discharge of their employment duties, including

1 but not limited to work supplies, work and office equipment, work uniforms and tools, personal
2 internet and/or data, mileage and vehicle expenses.

3 16. BRINKS did not accurately record all hours worked by Plaintiff and Aggrieved
4 Employees, including accurate start and end times, and the start and end times of any meal
5 periods, and therefore failed to maintain accurate records. Additionally, BRINKS did not
6 maintain all personnel records for Plaintiff and Aggrieved Employees. Further, the paystubs
7 provided to Plaintiff and Aggrieved Employees did not accurately itemize gross wages earned,
8 total hours worked, net wages earned, and all applicable hourly rates in effect during the pay
9 period and the corresponding number of hours worked at each hourly rate.

10 17. At the end of Plaintiff's and Aggrieved Employees' employment, they had
11 regular wages, overtime wages, and meal and rest period premiums owed to them that were not
12 paid. As a result, BRINKS also failed to pay Plaintiff and Aggrieved Employees all wages
13 earned in a timely manner as required by Labor Code section 204.

14 18. In 2024, Plaintiff began complaining to BRINK'S management, including
15 STEELE, that the vehicles he was using had dysfunctional air conditioning systems. Despite
16 these complaints, Defendants failed to fix the vehicles, sometimes resulting in temperatures
17 inside the vehicles exceeding 115 degrees Fahrenheit.

18 19. Based on information and belief, Defendants were well aware that their vehicles
19 suffered from dysfunctional air conditioning systems—even before Plaintiff complained—and
20 intentionally and knowingly failed to properly fix these conditions. Based on further
21 information and belief, with full and direct knowledge of the dysfunctional air conditioning
22 systems, Defendants, including STEELE, knowingly and intentionally sent out drivers,
23 including Plaintiff, in vehicles with dysfunctional air conditioning systems knowing that there
24 was a high likelihood of causing heat stroke, physical injury, and potentially death.
25 Furthermore, the dangers posed by these conditions is not just to BRINK'S employees, but to
26 the public who can and will be injured or killed by vehicles operated by drivers who become
27 incapacitated. Additionally, Defendants know that in the event a driver passes out or otherwise
28 becomes incapacitated, emergency responders are unable to extract drivers from the vehicles

1 due to their fortified construction and thus, drivers will be trapped in dangerous conditions
2 unless and until someone with a spare key arrives.

3 20. On June 24, 2024, months after Plaintiff himself first began complaining about
4 the issue, Plaintiff suffered from extreme heat exhaustion after being exposed to prolonged
5 temperatures of above 100 degrees Fahrenheit inside his vehicle. This resulted in severe pain,
6 loss of bodily control, blurred vision, blood toxicity, damage to his muscle tissue, and severe
7 emotional distress. As a result, Plaintiff was admitted to the emergency room and taken off
8 work.

9 21. Following this incident, Plaintiff again complained to management and this time
10 filed a formal complaint with OSHA with the sincere hope that BRINK'S would fix the
11 obviously dangerous and unsafe vehicles. Instead, however, BRINK'S, and specifically
12 STEELE, began retaliating against Plaintiff.

13 22. On July 3, 2024, just days after the June 24, 2024, medical emergency, Plaintiff
14 was once again forced to use a vehicle without a functional air conditioning system wherein the
15 inside temperature of the vehicle reached 114 degrees Fahrenheit.

16 23. Although Plaintiff continued to complain, including to upper management and
17 HR, Defendants refused to rectify the situation and continued to provide Plaintiff and Aggrieved
18 Employees with vehicles that were dangerous to both them and all other individuals on the road.
19 Should BRINK'S continue this practice, someone will get killed.

20 24. Unfortunately, Plaintiff's continued complaints only invited further retaliation
21 from STEELE who began cutting his hours, blocking/screening his calls, micromanaging him,
22 belittling him, and verbally and physically intimidating him at every opportunity. In turn, this
23 caused Plaintiff severe emotional distress, which, combined with his constant fear for his safety,
24 resulted in devastating emotional, personal, and interpersonal issues.

25 25. Based on information and belief, STEELE and/or other managers disregarded
26 warnings from BRINK'S own mechanics and forced the mechanics to pass vehicles when they
27 were known to be unsafe and/or prevented them from performing complete repairs.
28

1 26. Based on information and belief, and as a result of inadequate air conditioning,
2 at least one other driver suffered heat exhaustion while driving which caused him to lose control
3 of his vehicle and at least one other driver experienced a brake failure while driving.

4 27. Based on information and belief, BRINK'S was and is aware of STEELE's
5 unfitness for management and in particular his propensity to disregard the well being of
6 employees to ensure that his branch exceeds certain metrics, thereby earning him additional
7 compensation, in addition to his propensity to retaliate against employees who speak up about
8 dangerous or other unlawful conditions.

9 28. Defendants' failure to provide Plaintiff with a safe and healthful work
10 environment, in addition to retaliation and harassment, forced Plaintiff to resign.

11 **FIRST CAUSE OF ACTION**

12 **FAILURE TO PAY REGULAR WAGES**

13 **(As to BRINK'S and DOES 1 through 25)**

14 29. Plaintiff incorporates by reference as though fully set forth herein each and every
15 allegation made in this Complaint.

16 30. An employer is required to compensate employees for all hours worked at the
17 higher of the minimum wage or the agreed-upon hourly rate. *See* Cal. Labor Code §§ 223, 1194,
18 1194.2.

19 31. BRINK'S failed to pay Plaintiff for all of his hours worked, including the time he
20 was forced to spend responding to communications on his days off and through breaks.

21 32. Plaintiff was not compensated for all hours worked. For example, Defendants
22 required Plaintiff to work off-the-clock, and not all time Plaintiff was subject to Defendants'
23 control was captured in the timekeeping system.

24 33. When Defendants paid overtime, double time, meal and rest period premium
25 pay, and paid sick leave, Defendants failed to incorporate all nondiscretionary payments for
26 work performed by Plaintiff and the Aggrieved Employees in the regular rate of compensation.
27 This further resulted in underpayment of wages.
28

34. As a proximate result of BRINK'S conduct, Plaintiff has suffered damages, the precise amount of which will be determined at trial.

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES

(As to BRINK'S and DOES 1 through 25)

35. Plaintiff incorporates by reference as though fully set forth herein each and every allegation made in this Complaint.

36. During the period Plaintiff was employed by BRINK'S, BRINK'S was required to compensate Plaintiff at 1 ½ times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and 2 times the regular rate of pay for hours worked in excess of twelve (12) hours per day. *See e.g.* Cal. Labor Code §§ 510, 1194.

37. Generally, Plaintiff worked more than forty (40) hours per week. However, BRINK'S failed to compensate Plaintiff for all overtime hours he worked at the regular rate of pay, including time spent responding to text messages on his days off.

38. Plaintiff was not compensated for all hours worked. For example, Defendants required Plaintiff to work off-the-clock, and not all time Plaintiff was subject to Defendants' control was captured in the timekeeping system, including overtime.

39. When Defendants paid overtime, double time, meal and rest period premium pay, and paid sick leave, Defendants failed to incorporate all nondiscretionary payments for work performed by Plaintiff and the Aggrieved Employees in the regular rate of compensation. This further resulted in underpayment of overtime.

40. Plaintiff was not exempt from overtime protections under the relevant Wage Order and the Labor Code.

41. As a proximate result of BRINK'S conduct, Plaintiff has suffered damages, the precise amount of which will be determined at trial.

1 **THIRD CAUSE OF ACTION**

2 **MEAL PERIOD VIOLATIONS**

3 **(As to BRINK'S and DOES 1 through 25)**

4 42. Plaintiff incorporates by reference as though fully set forth herein each and every
5 allegation made in this Complaint.

6 43. An employer must provide an employee a meal period in accordance with the
7 applicable Wage Order, and California Labor Code sections 226.7 and 512.

8 44. California Labor Code sections 226.7 and 512 and the relevant Wage Order,
9 require an employer to provide an uninterrupted meal period of not less than thirty (30) minutes
10 for each work period of more than five (5) hours.

11 45. BRINK'S employed Plaintiff for periods of more than five (5) hours without
12 providing meal breaks of at least thirty (30) minutes. Specifically, Plaintiff was routinely forced
13 to work through required meal and rest breaks, to miss meal and rest breaks, to take short or
14 untimely meal and rest breaks, or to take late meal and rest breaks. Plaintiff was also required to
15 take on-duty meal periods, which were not authorized under the law. Plaintiff did not waive his
16 right to meal periods during his employment.

17 46. BRINK'S failed to pay Plaintiff the applicable meal period premiums for his missed
18 meal breaks, and also failed to make any meal period premiums at the correct regular rate of
19 compensation.

20 47. As a proximate result of BRINK'S conduct, Plaintiff has suffered damages, the
21 precise amount of which will be determined at trial.

22 **FOURTH CAUSE OF ACTION**

23 **REST AND RECOVERY PERIOD VIOLATIONS**

24 **(As to BRINK'S and DOES 1 through 25)**

25 48. Plaintiff incorporates by reference as though fully set forth herein each and every
26 allegation made in this Complaint.

27 49. An employer must provide an employee a rest period in accordance with the
28 applicable Wage Order and California Labor Code section 226.7.

1 50. California Labor Code section 226.7 and the relevant Wage Order require an
2 employer to provide a rest period of not less than ten (10) minutes for each work period of more
3 than four (4) hours or a major fraction thereof.

4 51. BRINK'S failed to authorize and permit Plaintiff to take rest periods of at least ten
5 (10) minutes for each work period that he worked more than four (4) hours or a major fraction
6 thereof. Specifically, Plaintiff was routinely forced to work through required meal and rest breaks,
7 to miss meal and rest breaks, to take short or untimely meal and rest breaks, or to take late meal
8 and rest breaks. Plaintiff and Aggrieved Employees also were not properly provided with recovery
9 periods where needed to avoid heat exhaustion.

10 52. BRINK'S failed to pay Plaintiff the applicable rest period premium for his missed
11 rest and recovery periods, and also failed to make any rest and recovery period premiums at the
12 correct regular rate of compensation.

13 53. As a proximate result of BRINK'S conduct, Plaintiff has suffered damages, the
14 precise amount of which will be determined at trial.

15 **FIFTH CAUSE OF ACTION**

16 **FAILURE TO REIMBURSE EXPENSES**

17 **(As to BRINK'S and DOES 1 through 25)**

18 54. Plaintiff incorporates by reference as though fully set forth herein each and every
19 allegation made in this Complaint.

20 55. California Labor Code section 2802(a) states that "[a]n employer shall indemnify
21 his or her employee for all necessary expenditures or losses incurred by the employee in direct
22 consequence of the discharge of his or her duties, or of his or her obedience to the directions of the
23 employer, even though unlawful, unless the employee, at the time of obeying the directions,
24 believed them to be unlawful."

25 56. BRINK'S required Plaintiff use his personal cellphone, internet, and related data
26 for work related purposes. However, BRINK'S failed to reimburse Plaintiff for these expenses.
27 Plaintiff was also not properly reimbursed for necessary business expenses incurred in the
28

1 discharge of his employment duties, including but not limited to work supplies, work and office
2 equipment, work uniforms and tools, personal internet and/or data, mileage and vehicle expenses.

3 57. As a proximate result of BRINK'S conduct, Plaintiff has been harmed in an
4 amount to be proven at trial.

5 58. As a further proximate result of BRINK'S conduct, Plaintiff has suffered
6 damages, the precise amount of which will be determined at trial.

7 **SIXTH CAUSE OF ACTION**

8 **WAITING TIME PENALTIES**

9 **(As to BRINK'S and DOES 1 through 25)**

10 59. Plaintiff incorporates by reference as though fully set forth herein each and every
11 allegation made in this Complaint.

12 60. An employer must pay an employee who is terminated all unpaid wages
13 immediately upon termination. *See* Cal. Labor Code § 201.

14 61. Plaintiff did not receive all wages, including regular wages, overtime, meal period
15 premiums, rest period premiums, and paid sick leave owed at the time of his termination.

16 62. An employer who willfully fails to pay an employee wages in accordance with
17 California Labor Code section 201 must pay the employee a waiting time penalty of up to thirty
18 (30) days. *See* Cal Labor Code § 203.

19 63. BRINK'S knew of their obligation to pay Plaintiff his final wages when his
20 employment ended.

21 64. As a proximate result of BRINK'S conduct, Plaintiff has suffered damages, the
22 precise amount of which will be determined at trial.

23 **SEVENTH CAUSE OF ACTION**

24 **RETALIATION IN VIOLATION OF LABOR CODE § 1102.5**

25 **(As to BRINK'S and DOES 1 through 25)**

26 65. Plaintiff incorporates by reference as though fully set forth herein each and every
27 allegation made in this Complaint.

66. California Labor Code section 1102.5 provides “[a]n employer, or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, to a government or law enforcement agency, to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance ... if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee’s job duties.” Cal. Labor Code § 1102.5(b).

67. During his employment, Plaintiff engaged in protected activity by complaining to his supervisor STEELE as well as other BRINK'S employees regarding the dangerous and unsafe working conditions, in addition to the retaliation he was facing. Rather than correct the situation, Defendants retaliated against Plaintiff by, among other things, cutting his hours, micromanaging him, blocking his communications, forcing him into dangerous vehicles, and engaging in verbal and physical intimidation.

68. As a proximate result of Defendants' conduct, Plaintiff has suffered damages, the precise amount of which will be determined at trial.

69. Additionally, because Defendants acted with oppression, fraud, and/or malice, Plaintiff is entitled to recover punitive damages for the same of example and by way of punishing BRINK'S.

EIGHTH CAUSE OF ACTION

WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

(As to BRINK'S and DOES 1 through 25)

70. Plaintiff incorporates by reference as though fully set forth herein each and every allegation made in this Complaint.

71. An employer's violation of a statute is also a violation of public. *See Jie v. Liang Tai Knitwear Co.* (2001) 89 Cal.App.4th 654, 660-661. Thus, a violation of Labor Code sections 1102.5 and 6400 et seq., are also a violation of public policy.

72. California has a fundamental public policy opposing retaliation for reporting unlawful conduct and ensuring safe and healthful working conditions. *See* Cal. Labor Code §§ 1102.5 and 6400 et seq.

73. As stated above, BRINK'S retaliated against Plaintiff after he complained about unlawful conditions and continued to provide him with an unsafe and healthful working conditions, forcing him to resign.

74. As a proximate result of Defendants' conduct, Plaintiff has suffered damages, the precise amount of which will be determined at trial.

75. Additionally, because Defendants acted with oppression, fraud, and/or malice, Plaintiff is entitled to recover punitive damages for the same of example and by way of punishing BRINK'S.

NINTH CAUSE OF ACTION

NEGLIGENT HIRING, RETENTION, OR SUPERVISION

(As to BRINK'S and DOES 1 through 25)

76. Plaintiff incorporates by reference as though fully set forth herein each and every allegation made in this Complaint.

77. BRINK'S hired STEELE, who was, or became, unfit to perform the work for which they were hired.

78. BRINK'S knew or should have known that STEELE was unfit to perform the work for which they were hired, or became unfit, and that this unfitness created a particular risk.

79. STEELE's unfitness harmed Plaintiff.

80. BRINK'S's negligence in hiring, supervising, or retaining STEELE was a substantial factor in causing Plaintiff's harm.

81. As a result of BRINK'S negligence, Plaintiff has suffered damages, the precise amount of which will be determined at trial.

1 **TENTH CAUSE OF ACTION**

2 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

3 **(As to all Defendants)**

4 82. Plaintiff incorporates by reference as though fully set forth herein each and every
5 allegation made in this Complaint.

6 83. Defendants caused Plaintiff to suffer serious emotional distress as a result of its
7 intentional conduct as described in this Complaint.

8 84. Defendants conduct was outrageous and intended to cause Plaintiff emotional
9 distress and/or was done with reckless disregard of the probability that Plaintiff would suffer
10 emotional distress.

11 85. Plaintiff did in fact suffer severe emotional distress and Defendants' conduct was a
12 substantial factor in causing Plaintiff's damages, the precise amount of which will be determined
13 at trial.

14 86. Additionally, and because Defendants acted with oppression, fraud, and/or
15 malice, Plaintiff is entitled to recover punitive damages for the sake of example and by way of
16 punishing Defendants.

17 **ELEVENTH CAUSE OF ACTION**

18 **VIOLATION OF BUS. & PROF. CODE § 17200 ET SEQ.**

19 **(As to BRINK'S and DOES 1 through 25)**

20 87. Plaintiff incorporates by reference as though fully set forth herein each and every
21 allegation made in this Complaint.

22 88. California Business and Professions Code section 17200 prohibits acts or practices
23 which are unlawful or unfair.

24 89. Pursuant to Labor Code section 6400(a), "[e]very employer shall furnish
25 employment and a place of employment that is safe and healthful for the employees therein."

26 90. Pursuant to Labor Code section 6401, "[e]very employer shall furnish and use
27 safety devices and safeguards, and shall adopt and use practices, means, methods, operations, and
28 processes which are reasonably adequate to render such employment and place of employment

1 safe and healthful. Every employer shall do every other thing reasonably necessary to protect the
2 life, safety, and health of employees.”

3 91. Pursuant to Labor Code section 6401.7(a) and (b), “[e]very employer shall
4 establish, implement, and maintain an effective injury prevention program” and “shall correct
5 unsafe and unhealthy conditions and work practices in a timely manner based on the severity of
6 the hazard.”

7 92. Pursuant to Labor Code section 6402, “[n]o employer shall require, or permit any
8 employee to go or be in any employment or place of employment which is not safe and healthful.”

9 93. Pursuant to Labor Code section 6403, “[n]o employer shall fail or neglect to . . .
10 provide and use safety devices and safeguards reasonably adequate to render the employment and
11 place of employment safe. . . . To adopt and use methods and processes reasonably adequate to
12 render the employment and place of employment safe. . . . To do every other thing reasonably
13 necessary to protect the life, safety, and health of employees.”

14 94. Pursuant to Labor Code section 6404, “[n]o employer shall occupy or maintain any
15 place of employment that is not safe and healthful.”

16 95. Pursuant to Labor Code section 6406(d), no employer shall “fail or neglect to do
17 every other thing reasonably necessary to protect the life, safety, and health of employees.”

18 96. Pursuant to Labor Code section 6407, “[e]very employer and every employee shall
19 comply with occupational safety and health standards, with Section 25910 of the Health and Safety
20 Code, and with all rules, regulations, and orders pursuant to this division which are applicable to
21 his own actions and conduct.”

22 97. Pursuant to the relevant Wage Order, “[t]he temperature maintained in each work
23 area shall provide reasonable comfort consistent with industry-wide standards for the nature of the
24 process and the work performed.”

25 98. Pursuant to Title 8 CCR 3395(d)(1), employers are required to maintain certain
26 conditions, including proper ventilation and cooling, when the outside temperature exceeds 80
27 degrees Fahrenheit.
28

1 99. Based on the conduct described in this Complaint, BRINK’S has knowingly and
2 intentionally violated the above statutes and regulations relating to the health and safety of its
3 employees and their working conditions. All for the sole purpose of earning additional revenue.

4 100. As a result, Plaintiff is entitled to public injunctive relief.

5 101. Because Plaintiff seeks to enforce an important right affecting the public interest,
6 Plaintiff is also entitled to an award of attorneys’ fees and costs pursuant to California Code of
7 Civil Procedure section 1021.5.

8 **TWEFLTH CAUSE OF ACTION**

9 **PUBLIC NUISANCE**

10 **(As to BRINK’S and DOES 1 through 25)**

11 102. Plaintiff incorporates by reference as though fully set forth herein each and every
12 allegation made in this Complaint.

13 103. BRINK’S has knowingly created and permitted a condition to exist that is
14 harmful to the health and safety of the employees and the public. Specifically, BRINK’S
15 conscious and deliberate decision to place profits over safety has caused its employees to use
16 unsafe and dangerous vehicles which pose significant risk of injury and death to its employees
17 and the public.

18 104. The complained of conditions affects a substantial number of people at the same
19 time and an ordinary person would be reasonably annoyed and disturbed by the condition.

20 105. The seriousness of the harm outweighs the social utility of BRINK’S conduct.

21 106. Plaintiff did not consent to BRINK’S conduct and the harm Plaintiff suffered
22 (damage from heat) was and is different from the type of harm suffered by the general public
23 (risk of death from automobile collision).

24 107. BRINK’S conduct was a substantial factor in causing Plaintiff’s harm.

25 108. As a result, Plaintiff is entitled to public injunctive relief.

26 109. Because Plaintiff seeks to enforce an important right affecting the public interest,
27 Plaintiff is also entitled to an award of attorneys’ fees and costs pursuant to California Code of
28 Civil Procedure section 1021.5.

1 **THIRTEENTH CAUSE OF ACTION**

2 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

3 **(As to BRINK'S)**

4 110. Plaintiff incorporates by reference as though fully set forth herein each and every
5 allegation made in this Complaint.

6 111. Plaintiff has alleged to the Labor Commissioner that BRINK'S has violated the
7 following provisions of the Labor Code in their dealings with Plaintiff and Aggrieved Employees:

- 8 • Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order No. 9, § 4 (Failure to
9 Pay Minimum Wages)
- 10 • Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 9, § 3 (Failure
11 to Pay Overtime Wages)
- 12 • Violation of Labor Code §§ 226.7, 512; IWC Wage Order No. 9, § 11(A) and 11(B)
13 (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- 14 • Violation of Labor Code § 226.7; IWC Wage Order No. 9, § 12(A) (Failure to
15 Provide Rest and Recovery Periods or Pay Premiums in Lieu Thereof)
- 16 • Violation of Labor Code §§ 226, 226.2, 226.3 (Failure to Provide Accurate Wage
17 Statements)
- 18 • Violation of Labor Code §§ 2800, 2802 (Failure to Reimburse Expenses)
- 19 • Violation of Labor Code §§ 246, 246.5 (Failure to Provide Paid Sick Leave)
- 20 • Violation of Labor Code § 1102.5 (Retaliation)
- 21 • Violation of Labor Code §§ 201-203 (Waiting Time Penalties)
- 22 • Violation of Labor Code §§ 204, 210 (Failure to Timely Pay Wages)
- 23 • Violation of Labor Code §§ 1174, 1198.5 (Failure to Maintain Accurate Records)
- 24 • Violation of Labor Code §§ 6400, 6401, 6401.7, 6401.8, 6402, 6403, 6404, 6406,
25 6407 (Failures Relating to Health & Safety)

26 112. Plaintiff seeks civil penalties against BRINK'S as provided in the California Labor
27 Code, or if no civil penalty is provided, default penalties pursuant to California Labor Code section
28 2699(f).

1 113. As a proximate result of BRINK'S conduct, Plaintiff and Aggrieved Employees
2 have been damages as stated in the Prayer for Relief below.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

5 114. For actual damages in an amount according to proof;

6 115. For general and special damages in an amount according to proof, but in no event
7 less than \$1,000,000;

8 116. For consequential and incidental damages and expenses in an amount according to
9 proof;

10 117. For liquidated damages and penalties as provided by law;

11 118. For punitive and exemplary damages as provided by law;

12 119. For civil and statutory penalties in an amount according to proof;

13 120. For reasonable attorney's fees as provided by law;

14 121. For pre-judgment and post-judgment interest as provided by law;

15 122. For restitution;

16 123. For a permanent public injunction preventing Defendants from committing similar
17 violations of law in the future;

18 124. For a declaration from the Court declaring Defendants' conduct in violation of
19 California law;

20 125. For costs of suit incurred herein; and

21 126. For such other and further relief as the Court deems fair and just.
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1 Dated: May 27, 2026

2 EMPLOYEE & CONSUMER ADVOCATES
3 OF NORTHERN CALIFORNIA, PC

4 By: *Brittany Berzin*
5 Connor W. Olson
6 Brittany V. Berzin
7 Attorneys for Plaintiff
8 Damian Dunwood
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EMPLOYEE & CONSUMER ADVOCATES
OF NORTHERN CALIFORNIA, PC

By: Brittany Berzin
Connor W. Olson
Brittany V. Berzin
Attorneys for Plaintiff
Damian Dunwood

EXHIBIT C



CONNOR W. OLSON
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connor@norcaladvocates.com
brittany@norcaladvocates.com

520 CAPITOL MALL | SUITE 150 | SACRAMENTO, CA 95814 | T: 916-678-0320

January 3, 2025

VIA Online Filing:

Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000
Sacramento, California 95814

Re: Dunwood v. Brink's Incorporated

Dear Labor Commissioner:

I am submitting this notice on behalf of my client, Damian Dunwood ("Plaintiff"). I am writing to provide you and the following employer notice pursuant to California Labor Code section 2699.3:

Brink's Incorporated
555 Dividend Drive
Coppell, TX 75019

This letter sets forth the facts and theories to support each of the counts below. Please notify me of your intent to investigate any or all of the claims alleged herein against Brink's Incorporated ("Defendant"). Should you decide not to investigate, Plaintiff requests you allow him to bring a civil action on behalf of himself and Aggrieved Employees, pursuant to Labor Code section 2699(a). Aggrieved Employees shall include but is not limited to all non-exempt, hourly drivers who have, or continue to, work for Defendant in California at any time from one (1) year prior to the date of this letter to the present.

Pursuant to subdivision (b) of Labor Code § 2699.3, this letter also serves as notice and constitutes a filing with the Division of Occupational Safety and Health ("Cal-OSHA") with respect to those violations of California's Health and Safety Code, California's Code of Regulations, and any and all regulations, rules, or laws subject to the jurisdiction of Cal-OSHA or the LWDA and as identified in this letter.

I. FACTS

Plaintiff worked for Defendant from approximately November 2023 to approximately September 25, 2024. Plaintiff and Aggrieved Employees worked as non-exempt employees receiving an hourly wage.

Plaintiff and Aggrieved Employees routinely worked in excess of twelve hours a day. Because of the demands placed on them by management, which included constant pressure to work faster,

Plaintiff and Aggrieved Employees were routinely forced to work through required meal and rest breaks. To the extent Plaintiff and Aggrieved Employees were able to receive meal breaks, they were taken after the fifth hour of work. Plaintiff was not compensated with premiums for these missed breaks.

Plaintiff and Aggrieved Employees were also forced to respond to calls and texts on their personal cell phones on their days off. Plaintiff and Aggrieved Employees were not reimbursed for the use of their personal cell phone and were not compensated for the work performed on their days off, which resulted in unpaid minimum and overtime wages.

Earlier this year, Plaintiff began complaining to management that the vehicles he was using had dysfunctional air conditioning systems. Despite these complaints, Brink's failed to fix the vehicles, sometimes resulting in temperatures inside the vehicles exceeding 115 degrees Fahrenheit.

On June 24, 2024, months after Plaintiff first began complaining about the issue, Plaintiff suffered from extreme heat exhaustion after being exposed to prolonged temperatures of above 100 degrees Fahrenheit inside his vehicle. This resulted in severe pain, loss of bodily control, blurred vision, blood toxicity, and damage to his muscle tissue. As a result, Plaintiff was admitted to the emergency room and taken off work.

Following this incident, Plaintiff again complained to management and this time filed a formal complaint with OSHA with the sincere hope that Brink's would fix the obviously dangerous and unsafe vehicles. Instead, however, Brink's, and specifically his manager, Brian Steele, began retaliating against Plaintiff.

On July 3, 2024, just days after the June 24, 2024, medical emergency, Plaintiff was once again forced to use a vehicle without a functional air conditioning system. As evidenced by pictures and videos taken by Mr. Dunwood, the inside temperature of the vehicle reached 114 degrees Fahrenheit.

Although Plaintiff continued to complain, including to upper management and HR, Brink's refused to rectify the situation and continued to provide him with vehicles that were dangerous to both him and all other individuals on the road.

Unfortunately, Plaintiff's continued complaints only invited further retaliation from Steele who began cutting his hours, blocking/screening his calls, micromanaging him, belittling him, and verbally and physically intimidating him whenever he got the chance. In turn, this caused Plaintiff severe emotional distress, which, combined with his constant fear for his safety, resulted in devastating emotional, personal, and interpersonal issues.

Steele and/or other managers were aware of the faulty air conditioning systems and other issues, and that they knowingly allowed employees to drive unsafe vehicles. Additionally, Steele and/or other managers disregarded warnings from Brink's mechanics and forced them to pass vehicles when they were known to be unsafe.

Based on information and belief, and as a result of inadequate air conditioning, at least one other driver suffered heat exhaustion while driving which caused him to lose control of his vehicle and at least one other driver experienced a brake failure while driving.

Brink's failure to provide Plaintiff and Aggrieved Employees with a safe and healthful work environment, in addition to Steele's retaliation and harassment, forced Plaintiff to resign.

II. LABOR CODE VIOLATIONS

Count One – Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order No. 9, § 4 (Failure to Pay Minimum Wages)

During the period Plaintiff and Aggrieved Employees were employed by Defendant they were entitled to be paid at least the State's minimum wage rate for each hour that they worked. *See e.g.*, IWC Wage Order MW-2024; IWC Wage Order No. 9, § 4; Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendant did not pay Plaintiff and Aggrieved Employees for all hours worked at the applicable minimum wage rate. Thus, Plaintiff and Aggrieved Employees were not paid at least the applicable state minimum wage for those hours worked.

Count Two – Violation of Labor Code §§ 510, 1194; IWC Wage Order No. 9, § 3 (Failure to Pay Overtime Wages)

Labor Code sections 510 and 1194 require employers to pay employees 1 ½ times their regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay employees 1 ½ times their regular rate of pay for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay employees 2 times their regular rate of pay for all hour worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Plaintiff and Aggrieved Employees worked over eight (8) hours per day and forty (40) hours per week and were not paid all overtime wages owed. Plaintiff and Aggrieved Employees are entitled to recover all unpaid overtime wages.

Count Three – Violation of Labor Code §§ 226.7, 512; IWC Wage Order No. 9, § 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 9, section 11(A) require employers to provide employees with meal periods of thirty (30) minutes per five (5) hours worked, which is to be taken before the completion of the fifth hour. Labor Code section 512 and Wage Order No. 9, section 11(B) further provide that employers may not employ employees for a work period of more than ten (10) hours per day without providing the employee with a second meal period of thirty (30) minutes; however, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendant also failed to pay all meal period premiums for their failure to provide meal periods.

Count Four – Violation of Labor Code § 226.7; IWC Wage Order No. 9, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 9, section 12(A) require employers to provide employees with paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction

thereof worked. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant rest periods pursuant to California law.

Count Five – Violation of Labor Code §§ 226, 226.2, 226.3 (Failure to Provide Accurate Wage Statements)

Labor Code section 226 requires employers to furnish to employees with “an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” Labor Code section 226.2 requires employers to also include on wage statements the total number of compensable rest and recovery periods, the rate of compensation, and the gross wages paid for those periods during the pay period. For the reasons stated above, Defendant failed to comply with these requirements with respect to Plaintiff and Aggrieved Employees.

Count Six – Violation of Labor Code § 2802 (Failure to Reimburse Expenses)

Labor Code section 2802(a) states that “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of objecting the directions, believed them to be unlawful.” Defendant failed to pay Plaintiff and Aggrieved Employees all reimbursement owed for the use of their personal cellphones in the discharge of their duties.

Count Seven – Violation of Labor Code § 1102.5 (Retaliation)

Pursuant to Labor Code § 1102.5, employers may not retaliate against an employee for complaining about policies or practices that the employee reasonably believes violate federal, state, or local statutes, rules or regulations. In this case, following Plaintiff's complaints about unsafe conditions, Defendant began cutting his hours, blocking him and removing him from group messages, micromanaging him, belittling him, and verbally and physically intimidating him whenever he got the chance. Therefore, Defendant violation Labor Code section 1102.5.

Count Eight – Violation of Labor Code §§ 201-203 (Waiting Time Penalties)

Labor Code sections 201-203 require that all wages, including overtime, meal and rest premiums, and commission, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Plaintiff and Aggrieved Employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201-203.

Count Nine – Violation of Labor Code §§ 6400, 6401, 6401.7, 6401.8, 6402, 6403, 6404, 6406, 6407 (Failures Relating to Health & Safety)

Pursuant to Labor Code § 6400(a), “[e]very employer shall furnish employment and a place of employment that is safe and healthful for the employees therein.”

Pursuant to Labor Code § 6401, “[e]very employer shall furnish and use safety devices and safeguards, and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render such employment and place of employment safe and healthful. Every employer shall do every other thing reasonably necessary to protect the life, safety, and health of employees.”

Pursuant to Labor Code § 6401.7(a) and (b), “[e]very employer shall establish, implement, and maintain an effective injury prevention program” and “shall correct unsafe and unhealthy conditions and work practices in a timely manner based on the severity of the hazard.”

Pursuant to Labor Code § 6401.8(a) and (b), employers must “adopt a work violence prevention plan” that includes “a system to, at least annually, assess and improve upon . . . sufficiently of security systems, including alarms, emergency response, and security personnel availability.”

Pursuant to Labor Code § 6402, “[n]o employer shall require, or permit any employee to go or be in any employment or place of employment which is not safe and healthful.”

Pursuant to Labor Code § 6403, “[n]o employer shall fail or neglect to . . . provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe. . . . To adopt and use methods and processes reasonably adequate to render the employment and place of employment safe. . . . To do every other thing reasonably necessary to protect the life, safety, and health of employees.”

Pursuant to Labor Code § 6404, “[n]o employer shall occupy or maintain any place of employment that is not safe and healthful.”

Pursuant to Labor Code § 6406(d), no employer shall “fail or neglect to do every other thing reasonably necessary to protect the life, safety, and health of employees.”

Pursuant to Labor Code § 6407, “[e]very employer and every employee shall comply with occupational safety and health standards, with Section 25910 of the Health and Safety Code, and with all rules, regulations, and orders pursuant to this division which are applicable to his own actions and conduct.”

In this case, Defendant failed to comply with the above-mentioned Labor Code provisions by, among things, requiring Plaintiff and Aggrieved Employees to drive unsafe vehicle and by requiring them to work in dangerous, unsafe, and unhealthful working conditions. Indeed, and based on Defendant’s failures, including the failure to provide safe work trucks, Plaintiff and Aggrieved Employees were subjected to constant danger and were in fact injured as a result of the unsafe conditions.

If you require any additional information or have any questions, please contact me directly.

Dunwood v. Brink's Incorporated

January 3, 2025

Page 6

Sincerely,

Brittany V. Berzin
Brittany V. Berzin



CONNOR W. OLSON
BRITTANY V. BERZIN
connor@norcaladvocates.com
brittany@norcaladvocates.com

520 CAPITOL MALL | SUITE 150 | SACRAMENTO, CA 95814 | T: 916-678-0320

May 27, 2026

VIA Online Filing:

Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000
Sacramento, California 95814

Re: Dunwood v. Brink's Incorporated

Dear Labor Commissioner:

My office previously submitted a notice on behalf of my client, Damian Dunwood ("Plaintiff") on January 3, 2025. This amended notice is being submitted to add additional claims and to amend the scope of aggrieved employees. I am writing to provide you and the following employer notice pursuant to California Labor Code section 2699.3:

Brink's Incorporated C/O Ogletree Deakins
Attn: Jesse C. Ferrantella
4660 La Jolla Drive, Suite 900
San Diego, CA 92122

This letter sets forth the facts and theories to support each of the counts below. Please notify me of your intent to investigate any or all of the claims alleged herein against Brink's Incorporated ("Defendant"). Should you decide not to investigate, Plaintiff requests you allow him to bring a civil action on behalf of himself and Aggrieved Employees, pursuant to Labor Code section 2699(a). Aggrieved Employees shall include but is not limited to all non-exempt, hourly employees who have, or continue to, work for Defendant in California at any time from November 15, 2022, to the present.

Pursuant to subdivision (b) of Labor Code § 2699.3, this letter also serves as notice and constitutes a filing with the Division of Occupational Safety and Health ("Cal-OSHA") with respect to those violations of California's Health and Safety Code, California's Code of Regulations, and any and all regulations, rules, or laws subject to the jurisdiction of Cal-OSHA or the LWDA and as identified in this letter.

I. FACTS

Plaintiff worked for Defendant from approximately November 2023 to approximately September 25, 2024. Plaintiff and Aggrieved Employees worked as non-exempt employees receiving an hourly wage.

Plaintiff and Aggrieved Employees routinely worked in excess of twelve hours a day. Because of the demands placed on them by management, which included constant pressure to work faster, Plaintiff and Aggrieved Employees were routinely forced to work through required meal and rest breaks, to miss meal and rest breaks, to take short or untimely meal and rest breaks, or to take late meal and rest breaks. Plaintiff and Aggrieved Employees also were required to take on-duty meal periods, which were not authorized. To the extent Plaintiff and Aggrieved Employees were able to receive meal breaks, they were taken late, including after the fifth hour of work. . Plaintiff and Aggrieved Employees also were not properly provided with recovery periods where needed to avoid heat exhaustion. Plaintiff and Aggrieved Employees were not compensated with premiums for these missed breaks, and were not properly compensated at their regular rate of compensation.

Plaintiff and Aggrieved Employees were not compensated for all hours worked, including regular and overtime. For example, Defendants required Plaintiff and Aggrieved Employees to work off-the-clock, and not all time Plaintiff and Aggrieved Employees were subject to Defendants' control was captured in the timekeeping system. Defendants either failed to record all hours work, and/or implemented time rounding or self-rounding practices that at times resulted in the underpayment of wages to Plaintiff and the Aggrieved Employees, including minimum and overtime wages.

When Defendants paid overtime, double time, meal and rest period premium pay, and paid sick leave, Defendants failed to incorporate all nondiscretionary payments for work performed by Plaintiff and the Aggrieved Employees in the regular rate of compensation. This further resulted in underpayment of wages

Plaintiff and Aggrieved Employees were also forced to respond to calls and texts on their personal cell phones on their days off. Plaintiff and Aggrieved Employees were not reimbursed for the use of their personal cell phone, internet and related data, and were not compensated for the work performed on their days off, which resulted in unpaid minimum and overtime wages. Plaintiff and Aggrieved Employees were also not properly reimbursed for necessary business expenses incurred in the discharge of their employment duties, including but not limited to work supplies, work and office equipment, work uniforms and tools, personal internet and/or data, mileage and vehicle expenses

Brinks did not accurately record all hours worked by Plaintiff and Aggrieved Employees, including accurate start and end times, and the start and end times of any meal periods and therefore failed to maintain accurate records. Additionally, Brinks did not maintain all personnel records for Plaintiff and Aggrieved Employees. Further, the paystubs provided to Plaintiff and Aggrieved Employees did not accurately itemize gross wages earned, total hours worked, net wages earned, and all applicable hourly rate in effect during the pay period and the corresponding number of hours worked at each hourly rate.

At the end of Plaintiff's and Aggrieved Employees' employment, they had regular wages, overtime wages, and meal and rest period premiums owed to them that were not paid. As a result, Brinks also failed to pay Plaintiff and Aggrieved Employees all wages earned in a timely manner as required by Labor Code section 204.

Earlier this year, Plaintiff began complaining to management that the vehicles he was using had dysfunctional air conditioning systems. Despite these complaints, Brink's failed to fix the vehicles, sometimes resulting in temperatures inside the vehicles exceeding 115 degrees Fahrenheit.

On June 24, 2024, months after Plaintiff first began complaining about the issue, Plaintiff suffered from extreme heat exhaustion after being exposed to prolonged temperatures of above 100 degrees Fahrenheit inside his vehicle. This resulted in severe pain, loss of bodily control, blurred vision, blood toxicity, and damage to his muscle tissue. As a result, Plaintiff was admitted to the emergency room and taken off work.

Following this incident, Plaintiff again complained to management and this time filed a formal complaint with OSHA with the sincere hope that Brink's would fix the obviously dangerous and unsafe vehicles. Instead, however, Brink's, and specifically his manager, Brian Steele, began retaliating against Plaintiff.

On July 3, 2024, just days after the June 24, 2024, medical emergency, Plaintiff was once again forced to use a vehicle without a functional air conditioning system. As evidenced by pictures and videos taken by Mr. Dunwood, the inside temperature of the vehicle reached 114 degrees Fahrenheit.

Although Plaintiff continued to complain, including to upper management and HR, Brink's refused to rectify the situation and continued to provide him with vehicles that were dangerous to both him and all other individuals on the road.

Unfortunately, Plaintiff's continued complaints only invited further retaliation from Steele who began cutting his hours, blocking/screening his calls, micromanaging him, belittling him, and verbally and physically intimidating him whenever he got the chance. In turn, this caused Plaintiff severe emotional distress, which, combined with his constant fear for his safety, resulted in devastating emotional, personal, and interpersonal issues.

Steele and/or other managers were aware of the faulty air conditioning systems and other issues, and that they knowingly allowed employees to drive unsafe vehicles. Additionally, Steele and/or other managers disregarded warnings from Brink's mechanics and forced them to pass vehicles when they were known to be unsafe.

Based on information and belief, and as a result of inadequate air conditioning, at least one other driver suffered heat exhaustion while driving which caused him to lose control of his vehicle and at least one other driver experienced a brake failure while driving.

Brink's failure to provide Plaintiff and Aggrieved Employees with a safe and healthful work environment, in addition to Steele's retaliation and harassment, forced Plaintiff to resign.

II. LABOR CODE VIOLATIONS

Count One – Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order No. 9, § 4 (Failure to Pay Minimum Wages)

During the period Plaintiff and Aggrieved Employees were employed by Defendant they were entitled to be paid at least the State's minimum wage rate for each hour that they worked. *See e.g.*, IWC Wage Order MW-2024; IWC Wage Order No. 9, § 4; Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendant did not pay Plaintiff and Aggrieved Employees for all hours worked at the applicable minimum wage rate. Thus, Plaintiff and Aggrieved Employees were not paid at least the applicable state minimum wage for those hours worked.

Count Two – Violation of Labor Code §§ 510, 1194; 1198; IWC Wage Order No. 9, § 3 (Failure to Pay Overtime Wages)

Labor Code sections 510 and 1194 require employers to pay employees 1 ½ times their regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay employees 1 ½ times their regular rate of pay for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay employees 2 times their regular rate of pay for all hour worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Plaintiff and Aggrieved Employees worked over eight (8) hours per day and forty (40) hours per week and were not paid all overtime wages owed. Plaintiff and Aggrieved Employees are entitled to recover all unpaid overtime wages.

Count Three – Violation of Labor Code §§ 226.7, 512; IWC Wage Order No. 9, § 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 9, section 11(A) require employers to provide employees with meal periods of thirty (30) minutes per five (5) hours worked, which is to be taken before the completion of the fifth hour. Labor Code section 512 and Wage Order No. 9, section 11(B) further provide that employers may not employ employees for a work period of more than ten (10) hours per day without providing the employee with a second meal period of thirty (30) minutes; however, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendant also failed to pay all meal period premiums for their failure to provide meal periods.

Count Four – Violation of Labor Code § 226.7; IWC Wage Order No. 9, § 12(A) (Failure to Provide Rest and Recovery Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 9, section 12(A) require employers to provide employees with paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant rest periods pursuant to California law.

Count Five – Violation of Labor Code §§ 226, 226.2, 226.3 (Failure to Provide Accurate Wage Statements)

Labor Code section 226 requires employers to furnish to employees with “an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period

and the corresponding number of hours worked at each hourly rate by the employee” Labor Code section 226.2 requires employers to also include on wage statements the total number of compensable rest and recovery periods, the rate of compensation, and the gross wages paid for those periods during the pay period. For the reasons stated above, Defendant failed to comply with these requirements with respect to Plaintiff and Aggrieved Employees.

Count Six – Violation of Labor Code § 2800, 2802 (Failure to Reimburse Expenses)

Labor Code section 2802(a) states that “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of objecting the directions, believed them to be unlawful.” Defendant failed to pay Plaintiff and Aggrieved Employees all reimbursement owed for the use of their personal cellphones in the discharge of their duties.

Count Seven – Violation of Labor Code § 1102.5 (Retaliation)

Pursuant to Labor Code § 1102.5, employers may not retaliate against an employee for complaining about policies or practices that the employee reasonably believes violate federal, state, or local statutes, rules or regulations. In this case, following Plaintiff’s complaints about unsafe conditions, Defendant began cutting his hours, blocking him and removing him from group messages, micromanaging him, belittling him, and verbally and physically intimidating him whenever he got the chance. Therefore, Defendant violation Labor Code section 1102.5.

Count Eight – Violation of Labor Code §§ 201-203 (Waiting Time Penalties)

Labor Code sections 201-203 require that all wages, including overtime, meal and rest premiums, and commission, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Plaintiff and Aggrieved Employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201-203.

Count Nine – Violation of Labor Code §§ 6400, 6401, 6401.7, 6401.8, 6402, 6403, 6404, 6406, 6407 (Failures Relating to Health & Safety)

Pursuant to Labor Code § 6400(a), “[e]very employer shall furnish employment and a place of employment that is safe and healthful for the employees therein.”

Pursuant to Labor Code § 6401, “[e]very employer shall furnish and use safety devices and safeguards, and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render such employment and place of employment safe and healthful. Every employer shall do every other thing reasonably necessary to protect the life, safety, and health of employees.”

Pursuant to Labor Code § 6401.7(a) and (b), “[e]very employer shall establish, implement, and maintain an effective injury prevention program” and “shall correct unsafe and unhealthy conditions and work practices in a timely manner based on the severity of the hazard.”

Pursuant to Labor Code § 6401.8(a) and (b), employers must “adopt a work violence prevention plan” that includes “a system to, at least annually, assess and improve upon . . . sufficiently of security systems, including alarms, emergency response, and security personnel availability.”

Pursuant to Labor Code § 6402, “[n]o employer shall require, or permit any employee to go or be in any employment or place of employment which is not safe and healthful.”

Pursuant to Labor Code § 6403, “[n]o employer shall fail or neglect to . . . provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe. . . . To adopt and use methods and processes reasonably adequate to render the employment and place of employment safe. . . . To do every other thing reasonably necessary to protect the life, safety, and health of employees.”

Pursuant to Labor Code § 6404, “[n]o employer shall occupy or maintain any place of employment that is not safe and healthful.”

Pursuant to Labor Code § 6406(d), no employer shall “fail or neglect to do every other thing reasonably necessary to protect the life, safety, and health of employees.”

Pursuant to Labor Code § 6407, “[e]very employer and every employee shall comply with occupational safety and health standards, with Section 25910 of the Health and Safety Code, and with all rules, regulations, and orders pursuant to this division which are applicable to his own actions and conduct.”

In this case, Defendant failed to comply with the above-mentioned Labor Code provisions by, among things, requiring Plaintiff and Aggrieved Employees to drive unsafe vehicle and by requiring them to work in dangerous, unsafe, and unhealthful working conditions. Indeed, and based on Defendant's failures, including the failure to provide safe work trucks, Plaintiff and Aggrieved Employees were subjected to constant danger and were in fact injured as a result of the unsafe conditions.

Count Ten – Violation of Labor Code §§ 204, 210 (Failure to Timely Pay Wages)

Labor Code section 204 requires all wages to be due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days shall be paid for between the 16th and 26th days of the month during which the labor was performed, and labor between the 16th and last day shall be paid for between the 1st and 10th day of the following month. As described above, Brinks failed to pay Plaintiff and Aggrieved Employees all regular wages, overtime wages, and meal and rest premiums within the time prescribed by Labor Code section 204.

Count Eleven – Violation of Labor Code §§ 1174, 1198.5 (Failure to Maintain Accurate Records)

California Labor Code section 1174(d) provides that employers must keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose

by the commission, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned. California Labor Code 1198.5 requires employers to maintain personnel files for employees and make them available for inspection when requested. As described above, Brinks failed to maintain accurate records of Plaintiff's and Aggrieved Employees' hours worked. Thus, Brinks violated Labor Code sections 1174(d) and 1198.5.

Count Twelve – Violation of Labor Code §§ 246, 246.5 (Failure to Provide Paid Sick Leave)

California Labor Code section 246 requires employers to provide paid sick leave, and to calculate paid sick leave for nonexempt employees (1) in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time or (2) by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. For the reasons stated above, Plaintiff and Aggrieved Employees were not properly paid all paid sick leave at the correct rate of compensation.

If you require any additional information or have any questions, please contact me directly.

Sincerely,

Brittany Berzin
Brittany V. Berzin

EXHIBIT D



CASE ASSUMPTIONS

Aggrieved Employee	1138
Opt Out Rate	N/A
Opt Outs Received	
Total Aggrieved Employee	1138
Subtotal Admin Only	\$9,250.00

Not-to-Exceed Total \$9,250.00

For 1138 Aggrieved Members

Pricing Good for Scope of Estimate Only

April 14, 2026

Case: TBD PAGA Administration wTranslation

Phoenix Contact: Jarrod Salinas

Contact Number: 800-523-5773

Email: Jarrod@phoenixclassaction.com

Requesting Party: Brittany Berzin

Firm: NorCal Advocates

Contact Number: (916) 964-2562

Email: brittany@norcaladvocates.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on 1138 Aggrieved Employee. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	3	\$375.00
Programming Database & Setup	\$125.00	3	\$375.00
Toll Free Setup*	\$102.53	1	\$102.53
Call Center & Long Distance	\$1.00	114	\$113.80
NCOA (USPS)	\$350.00	1	\$350.00
Language Translation	\$250.00	1	\$250.00
Total			\$1,566.33

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	2	\$250.00
Data Merge & Duplication Scrub	\$0.25	1,138	\$284.50
Notice and Check Packet	\$1.50	1,138	\$1,707.00
Estimated Postage (up to 1 oz.)*	\$0.79	1,138	\$899.02
Total			\$3,140.52

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Associate	\$50.00	3		\$150.00
Skip Tracing Undeliverables	\$1.50	57		\$85.35
Remail Notice Packets	\$1.50	57		\$85.35
Estimated Postage	\$0.79	57		\$44.95
Programming Undeliverables	\$50.00	3		\$150.00
Total				\$515.65

Database Programming

Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Claims Database	\$150.00	1		\$150.00
Case Manager	\$125.00	1		\$125.00
Total				\$275.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Calculations	\$125.00	2		\$250.00
Disbursement Review	\$125.00	2		\$250.00
Programming Manager	\$95.00	2		\$190.00
QSF Bank Account & EIN	\$100.00	2		\$200.00
Check Run Setup & Printing	\$125.00	6		\$750.00
Total				\$1,640.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	3	\$375.00
Remail Undeliverable Checks (Postage Included)	\$1.50	5	\$7.50
Case Associate	\$50.00	3	\$150.00
Reconcile Uncashed Checks	\$95.00	4	\$380.00
Conclusion Reports	\$100.00	2	\$200.00
Case Manager Conclusion	\$75.00	2	\$150.00
Final Reporting & Declarations	\$125.00	2	\$250.00
QSF Annual Tax Reporting * (State Tax Reporting Included)	\$600.00	1	\$600.00
Total			\$2,112.50

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$9,250.00



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT E

NOTICE OF PAGA SETTLEMENT

Dunwood v. Brink's, Incorporated, et al.

Superior Court of the State of California, County of Sacramento, Case No. 25CV002238

[Administrator Name]

P.O. Box [REDACTED]

Telephone: [REDACTED]

«Barcode»

«BarcodeString»

SIMID «SIMID»

«FirstName» «LastName»

«Address1» «Address2»

«City» «State» «Zip»

You are receiving this notice as a result of a lawsuit brought on a representative basis under the California Private Attorneys General Act, Labor Code § 2698 *et seq.* (“PAGA”) by Plaintiff Damian Dunwood (“Plaintiff”) acting in a private attorney general capacity against Brink’s, Incorporated (“Defendant”) (the “Action”). Through the Action, Plaintiff sought to recover civil penalties for purported violations of the California Labor Code on behalf of all hourly or non-exempt current and former employees who worked for Defendant in California during the PAGA Period (the “Aggrieved Employees”). The PAGA Period is the period from November 15, 2022 through [REDACTED].

Defendant denies all claims and allegations in the Action, denies that it owes any penalties to Plaintiff and/or the Aggrieved Employees, and asserts that it has fully complied with all applicable Labor Code and all other provisions of law noted below. Nevertheless, to avoid further costs and time in defending the Action, Defendant has settled the Action, and the Court has approved the settlement and release of all “Released PAGA Claims”. “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations stated in the Operative Complaint and any amendments, and the PAGA Notice submitted by Plaintiff to the LWDA, which occurred during the PAGA Period, including: (1) Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order No. 9, § 4 (Failure to Pay Minimum Wages); (2) Violation of Labor Code §§ 510, 1194; IWC Wage Order No. 9, § 3 (Failure to Pay Overtime Wages); (3) Violation of Labor Code §§ 226.7, 512; IWC Wage Order No. 9, § 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof); (4) Violation of Labor Code § 226.7; IWC Wage Order No. 9, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof); (5) Violation of Labor Code §§ 226, 226.2, 226.3 (Failure to Provide Accurate Wage Statements); (6) Violation of Labor Code § 2802 (Failure to Reimburse Expenses); (7) Violation of Labor Code § 1102.5 (Retaliation); (8) Violation of Labor Code §§ 201-203 (Waiting Time Penalties); (9) Violation of Labor Code §§ 6400, 6401, 6401.7, 6401.8, 6402, 6403, 6404, 6406, 6407 (Failures Relating to Health & Safety); (10) Violation of Labor Code §§ 204, 210 (Failure to Timely Pay Wages During Employment); and (11) Violation of Labor Code §§ 1174, 1198.5 (Failure to Maintain Accurate Records). By Judgment dated [REDACTED], 2026, the Superior Court approved the settlement of the Action and the Released PAGA Claims.

According to the Defendant’s records, you are an Aggrieved Employee and are therefore eligible to receive an Individual PAGA Payment under the Court-approved allocation which is based upon the pay periods you worked during the PAGA Period. The enclosed settlement check shall remain valid for 180 days after mailing. After the void date, the Administrator shall transmit the funds represented by such checks to the State of California Unclaimed Property Fund consistent with Code of Civil Procedure Section 384(b).

Please Note: One hundred percent (100%) of your payment will be considered civil penalties; may be subject to local, state, and/or federal tax withholdings; and will be reported to the IRS and applicable state tax authorities. You should rely on your own tax advisors as to the tax consequences of your Individual PAGA Payment. Neither Plaintiff nor Defendant have made or will make any representations or warranties regarding the taxation of your Individual PAGA Payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

Please do not call or write the Court or Office of the Clerk to ask questions about the settlement or your Individual PAGA Payment. If you have any questions, you may call or write to [REDACTED] (the Administrator) using the contact information at the top of this correspondence.

NOTICE OF PAGA SETTLEMENT

EXHIBIT F

EXHIBIT G

NorCal Advocates Costs

Date	Description	Vendor	Cost
1/3/25	PAGA Notice to LWDA	DIR	75.00
1/29/25	Court Filing - Complaint/Summons	River City Attorney Support	\$446.95
2/3/25	Service of Process	River City Attorney Support	\$160.50
2/4/25	Court Filing - Proofs of Personal Service	River City Attorney Support	\$11.95
4/22/25	Court Filing - Amended Complaint	River City Attorney Support	\$11.95
4/23/25	Court Filing - Proof of Service	River City Attorney Support	\$11.95
6/12/25	Court Filing - Opposition to Motion to Compel Arbitration	River City Attorney Support	\$11.95
8/4/25	Mediation Fee	Lisa Klerman Mediator	\$12,500.00
10/29/25	Case Research - Document Download	Los Angeles County	\$3.00
2/13/26	Court Filing - Proof of Service	River City Attorney Support	\$11.85
2/19/26	Court Filing - Complex Case Fee	Superior Court of California	\$1,000.00
5/27/26	Court Filing - Stipulation and Proposed Order	River City Attorney Support	\$32.55
6/10/26	Court Filing - Second Amended Complaint	River City Attorney Support	\$11.85
Anticipated	Court Filing - PAGA Approval Motion	River City Attorney Support	\$75.00
Anticipated	Court Filing - Case Management Statement (CMC Hearing 9/11/26)	River City Attorney Support	\$11.95
Anticipated	Court Filing - Compliance Declaration	River City Attorney Support	\$11.95

\$14,388.40

EXHIBIT H

Task Category	BVB	CWO
<u>Pre-Filing Investigation, Administrative Exhaustion, Pleadings, OSHA/CAL-OSHA Investigation, and Related Law & Motion:</u> Includes initial client meetings; investigation of alleged wage-and-hour and workplace health-and-safety violations; review and analysis of employment, payroll, personnel, paystub, offer letter, OSHA/CAL-OSHA records (relevant to health & safety violations), and related records; preparation and revision of pre-litigation demand; preparation and submission of the original PAGA/LWDA notice; drafting and revision of the Complaint and First Amended Complaint; preparation of stipulation for leave to amend; review and analysis of Defendant's Answer, and motion to compel arbitration; drafting, research, and revisions of the opposition to motion to compel arbitration and review and research related to Defendant's reply; communications with the client, opposing counsel, and OSHA. Includes legal research and analysis concerning the substantive Labor Code and wage order violations, PAGA standing and administrative exhaustion requirements, applicability of the 2024 PAGA amendments, workplace safety provisions under Labor Code section 6300 et seq., PAGA arbitrability, the transportation-worker exemption, Labor Code section 432.6, the effect of arbitration on representative PAGA proceedings, public injunctive relief, and other pleading issues.	47.9	82.8
Case Review, Management, Strategy Meetings, Witness Development, and Ongoing Litigation Administration. Includes ongoing review and management of the case; meetings concerning litigation strategy, procedural posture, settlement objectives, and allocation of responsibilities; witness identification, investigation, interviews, follow-up communications, and preparation of declarations; review of case management and scheduling issues; coordination of service and notices of acknowledgment and receipt; communications regarding representation and appearances of defendants; mediator research and selection; and client communications concerning case strategy and anticipated next steps.	21	21.5
Document Review, Damages Analysis, PAGA Data Review, and Mediation Investigation. Includes detailed review and analysis of hundreds of pages of Defendant's employment policies and related records, including employee handbooks, California addenda, policies including but not limited to meal and rest periods, timekeeping, overtime, reporting time pay, and premium payment; reviewing meal period waiver forms; reviewing time clock meal and rest period attestation prompts; reviewing personnel documents; reviewing OSHA/CAL-OSHA and other workplace health-and-safety records; reviewing vehicle-maintenance records relevant to the alleged safety violations; reviewing employee count and job position information; reviewing documents provided by the client; review and analysis of more than 35,000 rows of sample payroll and timekeeping data,	46.5	10.2

including work dates, shift timing and length, recorded hours, pay periods, earning and pay codes, regular and overtime compensation, meal and rest period premiums, historical corrections, and absence exceptions; comparison of Defendant's written policies and stated practices against the data, documents, witness information, and other evidence; evaluation of potential violations affecting approximately 1,138 aggrieved employees; preparation and revision damages models and settlement value calculations; evaluation of potential exposure, evidentiary issues, and litigation risk; preparation of the analysis for mediation and settlement discussions; related legal research concerning PAGA penalty calculations; and communications with opposing counsel and the client.		
Mediation Preparation, Mediation Briefing, and Direct Negotiations. Includes preparation and revision of mediation brief and supporting exhibits; further review and organization of policies, payroll and timekeeping data, witness information; revision and finalization of damages for brief and settlement value analyses; research and review of comparable court approved PAGA settlements; communications with the client, opposing counsel, and the mediator; preparation for and attendance at mediation; evaluation of settlement offers and the mediator's proposal; negotiations at a full day mediation; client communications concerning settlement evaluation, negotiation strategy, settlement authority, and litigation risk; and related legal research concerning the appropriate scope, valuation, allocation, and terms of a PAGA settlement.	36.3	31.3
Drafting, Review, Negotiation, and Execution of Settlement Agreements. Includes review, and revision of the PAGA memorandum of understanding, long-form settlement agreement, and Notice of Settlement; review of the Court's model settlement agreement and notice; negotiation of the settlement terms; legal research concerning the permissible scope of the PAGA release and tax and indemnification provisions; communications with opposing counsel and client regarding the settlement provisions; and correspondence regarding reservation of the approval hearing.	22	2
Settlement Approval, Amended PAGA Notice & SAC. Includes preparation and revision of the amended PAGA notice, Second Amended Complaint, and stipulation for leave to amend; finalization and submission of the amended notice and Second Amended Complaint to the LWDA; preparation and revision of the motion for approval of the PAGA settlement and supporting declarations, exhibits, proposed order, and other approval papers; analysis and presentation of the settlement's fairness and adequacy, estimated maximum PAGA exposure; reviewing counsel's time records; legal research concerning PAGA settlement approval, review of the Court's PAGA settlement checklist; and communications with the client and opposing counsel.	48.9	2.1

Post Settlement Administration/Case Management. Includes drafting Case Management Statement; appearing at Case Management hearing if necessary; ensuring compliance with settlement administration and timelines (<i>e.g.</i> employee data to the Administrator, reviewing the finalized Notice of Settlement before mailing, ensuring mailing of Notice of Settlement, receiving and reviewing declaration from Administrator); and appearing at a compliance hearing if necessary.	6	2.5
TOTALS	228.6	152.4