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PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made between plaintiff Robert Bell ("Plaintiff") and defendant Allied Universal Compliance and Investigations, Inc. ("CNI"). The Agreement refers to Plaintiff and CNI collectively as "Parties" or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means Plaintiff's PAGA lawsuit alleging wage and hour violations against CNI captioned *Robert Bell v. Allied Universal Compliance and Investigations, Inc.*, Case No. STK-CV-UOE-2025-14099, filed on September 29, 2025, and pending in the Superior Court of California, County of San Joaquin.

1.2 "Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods, and means, including the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.3 "Administration Expenses Payment" means the amount paid to the Administrator from the Gross Settlement Amount for its reasonable fees and expenses, as provided in Paragraph 3.2.3.

1.4 "Administrator" means ILYM, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.5 "Aggrieved Employee" means any person employed by CNI as a non-exempt employee in California at any time during the PAGA Period.

1.6 "Aggrieved Employee Data" means the information in CNI's possession identifying Aggrieved Employees, including each Aggrieved Employee's name, last-known mailing address, email address if readily available in CNI's electronic database, last-known telephone number, Social Security number, and number of PAGA Pay Periods.

1.7 "Approval Order" means the Court's order granting approval of the Settlement.

1.8 "CNI" and "Defendant" mean named defendant Allied Universal Compliance and Investigations, Inc.

1.9 "Court" means the Superior Court of California, County of San Joaquin.

1.10 "Defense Counsel" means Martenson, Hasbrouck & Simon LLP.

1.11 "Effective Date" means the date on which the Approval Order becomes final. The Approval Order becomes final on the date the time to appeal from it expires with no appeal having been filed (sixty (60) days after service of notice of its entry) or, if an appeal is filed, the date the appeal is finally resolved and the Approval Order is affirmed or the appeal is dismissed.

1.12 "Gross Settlement Amount" means Two Hundred Fifty-Four Thousand Eight Hundred Seventy-Five Dollars ($254,875.00), which is the total amount CNI agrees to pay under

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the Settlement except as provided in Section 8. The Gross Settlement Amount is all-inclusive and non-reversionary, and will be used to make the payments listed in Paragraph 3.2.

1.13 "Incentive Award" means the service enhancement payment to Plaintiff provided for in Paragraph 3.2.2.

1.14 "Individual PAGA Payment" means the amount payable to an Aggrieved Employee under Paragraph 3.2.4.1.

1.15 "Judgment" means the judgment or order of dismissal with prejudice that the Court enters to conclude the Action.

1.16 "LWDA" means the California Labor and Workforce Development Agency.

1.17 "LWDA PAGA Payment" means the sixty-five percent (65%) share of the PAGA Payment payable to the LWDA.

1.18 "PAGA" means the Labor Code Private Attorneys General Act of 2004, Labor Code section 2698 et seq.

1.19 "PAGA Counsel" means Richardson Employment Law, the firm representing Plaintiff in the Action.

1.20 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean, respectively, the amount allocated to PAGA Counsel for reasonable attorneys' fees incurred to prosecute the Action and the amount allocated to PAGA Counsel for reimbursement of reasonable litigation expenses incurred to prosecute the Action.

1.21 "PAGA Notice" means Plaintiff's July 3, 2025 letter to CNI and the LWDA giving notice under Labor Code section 2699.3, subdivision (a).

1.22 "PAGA Pay Period" means any pay period in which an Aggrieved Employee actually worked for CNI on at least one day that falls within the PAGA Period.

1.23 "PAGA Payment" means the Gross Settlement Amount less the following payments in the amounts approved by the Court: the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, the Incentive Award, and the Administration Expenses Payment. The PAGA Payment is allocated sixty-five percent (65%) to the LWDA as the LWDA PAGA Payment and thirty-five percent (35%) to the Aggrieved Employees as Individual PAGA Payments.

1.24 "PAGA Period" means the period from July 26, 2024 through December 1, 2026, subject to Section 8.

1.25 "Plaintiff" means Robert Bell, the named plaintiff in the Action.

1.26 "Released PAGA Claims" means the claims released under Paragraph 5.

1.27 "Released Parties" means CNI and its past, present, and future parents, subsidiaries, predecessors, successors, assigns, affiliates, and other related entities, and each of its and

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their past, present, and future owners, officers, directors, members, managers, partners, shareholders, employees, agents, attorneys, insurers, reinsurers, clients, joint obligors, and any joint employer or other individual or entity that could be jointly liable with CNI (each, a "Released Party").

1.28 "Settlement" means the disposition of the Action provided for in this Agreement.

2. RECITALS.

2.1 Under Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to CNI and the LWDA by sending the PAGA Notice on July 3, 2025, alleging violations of the California Labor Code on behalf of himself and other aggrieved employees who worked for CNI as non-exempt employees in California.

2.2 On September 29, 2025, Plaintiff commenced this Action by filing a complaint alleging a cause of action for civil penalties under PAGA together with individual causes of action under the California Labor Code and California's Unfair Competition Law. That complaint (the "Operative Complaint") is the operative pleading in the Action. CNI denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies all liability for the causes of action alleged.

2.3 Plaintiff's individual PAGA and non-PAGA claims were thereafter submitted to arbitration before JAMS. Both the Action and the arbitration are stayed pending approval of this Settlement.

2.4 On October 1, 2026, the Parties participated in an all-day mediation conducted by Steven G. Mehta, Esq., which led to a Memorandum of Understanding executed by the Parties on October 2, 2026 (the "MOU") and to this Agreement.

2.5 Before negotiating the Settlement, Plaintiff obtained, through informal discovery, data and documents concerning CNI's pay and timekeeping practices, including sample time and payroll records, wage statements, written policies, and the number of Aggrieved Employees and the number of PAGA Pay Periods they worked during the PAGA Period.

2.6 Other than the arbitration described in Paragraph 2.3, the Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

2.7 The Parties intend this Agreement to be enforceable notwithstanding the mediation confidentiality provisions of Evidence Code sections 1115 through 1128, and waive those provisions for purposes of approving, interpreting, or enforcing this Agreement, except as provided in Paragraph 10.14.

3. MONETARY TERMS.

3.1 **Gross Settlement Amount.** CNI promises to pay $254,875.00 and no more as the Gross Settlement Amount, except as provided in Section 8. CNI has no obligation to pay the Gross Settlement Amount before the deadline stated in Paragraph 4.3. The Administrator

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will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to CNI.

3.2 **Payments from the Gross Settlement Amount.** The Administrator will deduct and pay the following from the Gross Settlement Amount, in the amounts the Court approves:

3.2.1 **To PAGA Counsel:** A PAGA Counsel Fees Payment of not more than $89,206.25, which is thirty-five percent (35%) of the Gross Settlement Amount stated in Paragraph 1.12, and a PAGA Counsel Litigation Expenses Payment of not more than $25,000.00. CNI will not oppose requests for Court approval of these payments provided the amounts requested do not exceed those stated above. In support of the request to the Court for the PAGA Counsel Litigation Expenses Payment, PAGA Counsel will submit sufficient documentation of each expense incurred during the Action. If the Court approves either payment in an amount less than requested, the Administrator will allocate the remainder to the PAGA Payment, and the reduction will not affect the enforceability of the Settlement. CNI and the other Released Parties are not liable to PAGA Counsel, or to any other attorney for Plaintiff, on any claim to a share of either payment, and PAGA Counsel will indemnify, defend, and hold CNI and the other Released Parties harmless from any claim, liability, or expense arising out of any dispute over the division of either payment. The Administrator will report these payments on IRS Forms 1099.

3.2.2 **To Plaintiff:** An Incentive Award of not more than $10,000.00, in consideration of Plaintiff's efforts and service in bringing and prosecuting the Action on behalf of the Aggrieved Employees and the State of California. CNI will not oppose a request for Court approval of an Incentive Award that does not exceed this amount. If the Court approves a lesser amount, the Administrator will allocate the remainder to the PAGA Payment. If the Court reduces or declines to approve the Incentive Award, neither Plaintiff nor PAGA Counsel may revoke this Agreement or the Settlement, and the release in Section 5 remains in full force and effect. The Administrator will report the Incentive Award on an IRS Form 1099.

3.2.3 **To the Administrator:** An Administration Expenses Payment of not more than $4,250.00, except on a showing of good cause and as approved by the Court. If the administration expenses are less than that amount, or the Court approves a lesser amount, the Administrator will allocate the remainder to the PAGA Payment.

3.2.4 **To the LWDA and Aggrieved Employees:** The PAGA Payment will be allocated sixty-five percent (65%) to the LWDA PAGA Payment and thirty-five percent (35%) to the Individual PAGA Payments, as required by Labor Code section 2699, subdivision (m).

3.2.4.1 For each Aggrieved Employee, the Administrator will calculate the Individual PAGA Payment by (a) dividing the Aggrieved Employees' thirty-five percent (35%) share of the PAGA Payment by the total

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number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of PAGA Pay Periods worked by that Aggrieved Employee.

3.3 **Tax Treatment.** All payments from the Gross Settlement Amount are allocated one hundred percent (100%) to non-wage income, will be made without withholdings or deductions, and will be reported on IRS Forms 1099 as required by law. Plaintiff and PAGA Counsel will each provide the Administrator with a completed IRS Form W-9 before their respective payments are issued.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 **Aggrieved Employees and PAGA Pay Periods.** Based on a review of its records to date, CNI estimates there are 279 Aggrieved Employees who worked a total of 6,629 PAGA Pay Periods from July 26, 2024 through the date of mediation, October 1, 2026.

4.2 **Aggrieved Employee Data.** Within fifteen (15) days after the Court enters the Approval Order, CNI will deliver the Aggrieved Employee Data to the Administrator as a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy, the Administrator must keep the Aggrieved Employee Data confidential, use it only for purposes of this Settlement, and limit access to those of the Administrator's employees who need it to carry out this Agreement. CNI has a continuing duty to notify PAGA Counsel promptly if it discovers that the Aggrieved Employee Data omitted employee identifying information, and CNI has a duty to provide corrected or updated data to the Administrator as soon as reasonably practicable. The Parties and their counsel will promptly use best efforts, in good faith, to reconstruct the data or otherwise resolve any issues relating to missing or omitted Aggrieved Employee Data.

4.3 **Funding of Gross Settlement Amount.** CNI will fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than five (5) calendar days after the Effective Date.

4.4 **Timing of Payments.** Within fourteen (14) days after CNI funds the Gross Settlement Amount, the Administrator will mail checks for the payments listed in Section 3.2.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees by first-class U.S. mail, postage prepaid. The face of each check will prominently state the date on which the check will be voided (the "Void Date"), which will be one hundred eighty (180) days after the date of mailing. The Administrator will cancel all checks not cashed by the Void Date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address database.

4.4.2 The Administrator must conduct an Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within seven (7) days after receiving a returned check, the Administrator must re-mail the check to the USPS forwarding address provided or to an address found through the Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as

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undelivered. If an Aggrieved Employee requests a replacement for a lost or misplaced check before the Void Date, the Administrator will promptly send one. Each replacement or re-mailed check will bear a void date not earlier than ninety (90) days after the date it is sent. For purposes of Paragraphs 4.4.3, 6.5, and 7.5, the Void Date means the latest void date applicable to any Individual PAGA Payment check.

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and canceled, the Administrator will, within thirty (30) days after the Void Date, transmit the funds represented by that check to the California State Controller's Unclaimed Property Fund (the "Unclaimed Property Fund") in the name of that Aggrieved Employee.

4.4.4 Making the Individual PAGA Payments does not obligate CNI to confer any additional benefits on, or make any additional payments to, the Aggrieved Employees beyond those specified in this Agreement, such as 401(k) contributions or bonuses.

4.5 **Notice to Aggrieved Employees.** Within fourteen (14) days after CNI delivers the Aggrieved Employee Data, the Administrator will mail notice of the Settlement (the "Settlement Notice") to the Aggrieved Employees in a form mutually agreed upon by the Parties and approved by the Court. The Settlement Notice will state the case name, number, and court; the PAGA Period; the recipient's number of PAGA Pay Periods and estimated Individual PAGA Payment; the scope of the release; that each check will be void one hundred eighty (180) days after it is mailed and the consequence of not cashing a check; and that Aggrieved Employees have no right to opt out of the Settlement. PAGA Counsel will prepare the proposed Settlement Notice and provide it to Defense Counsel for review and approval before it is submitted to the Court.

4.6 **Disputes Over PAGA Pay Periods.** An Aggrieved Employee who disputes the number of PAGA Pay Periods credited to him or her may submit a written challenge, with supporting records, to the Administrator within thirty (30) days after the Settlement Notice is mailed. CNI's records are presumed correct absent evidence to the contrary. The Administrator will resolve the dispute in consultation with counsel for the Parties, and the Administrator's determination is final and binding. The Administrator will resolve all disputes under this Paragraph before issuing any Individual PAGA Payment checks.

5. RELEASE OF CLAIMS. On the Effective Date, all Aggrieved Employees (including Plaintiff), the LWDA, and the State of California are deemed to release and discharge the Released Parties from all claims for civil penalties asserted, or that could have been asserted, in the Action under PAGA that arise out of or relate to the factual allegations in the Operative Complaint or the PAGA Notice during the PAGA Period, including for alleged failure to pay all wages owed for all hours worked, including minimum, straight-time, overtime, and double-time wages and wages at the correct regular rate of pay; failure to pay wages for work performed off the clock; failure to provide compliant meal periods; failure to authorize and permit compliant rest periods; failure to pay meal and rest period premiums, or to pay them at the correct rate; failure to pay sick leave or to pay sick leave at the correct rate; failure to provide notice of available paid sick leave; failure to keep and maintain accurate records; failure to timely pay all wages owed during employment;

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failure to timely pay all wages owed on separation of employment; inaccurate, incomplete, or non-compliant wage statements; failure to indemnify or reimburse necessary business expenses; and civil penalties based on the same under Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 245, 246, 246.5, 256, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 et seq., and 2802, and under the applicable wage orders of the Industrial Welfare Commission, including Wage Order 4-2001 (Cal. Code Regs., tit. 8, § 11040) (the "Released PAGA Claims"). The Released PAGA Claims are limited to the PAGA Period and do not include any individual claim for damages or unpaid wages held by an Aggrieved Employee, including Plaintiff.

6. MOTION FOR APPROVAL OF SETTLEMENT. PAGA Counsel will prepare and file a motion for approval of this Settlement.

6.1 **Plaintiff's Responsibilities.** PAGA Counsel will prepare and deliver to Defense Counsel all documents necessary to obtain approval of this Settlement under Labor Code section 2699, subdivision (s), including: (i) a draft Approval Order and proposed Judgment; and (ii) a signed declaration from the Administrator attaching its "not to exceed" bid and attesting to its willingness to serve, its competency, its procedures for protecting the security of Aggrieved Employee Data, the amount of its insurance coverage for any data breach, misappropriation of funds, or other wrongdoing, and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel, or Defense Counsel. PAGA Counsel will submit the proposed Settlement to the LWDA at the same time it is submitted to the Court, as required by Labor Code section 2699, subdivision (s)(2).

6.2 **Timing and Responsibilities of Counsel.** PAGA Counsel will provide to Defense Counsel, at least five (5) days before filing, a draft of the motion for approval and a draft of the proposed Settlement Notice so that Defense Counsel may promptly provide comments and revisions in good faith and, as to the Settlement Notice, may exercise the approval right in Section 4.5. PAGA Counsel and Defense Counsel are jointly responsible for promptly finalizing and filing the motion for approval no later than thirty (30) days after CNI gives the notice required by Section 8. Counsel for the Parties will obtain the earliest hearing date and time that the Court's availability permits and that is mutually agreeable to them, and will appear at the hearing and advocate in favor of the motion. PAGA Counsel will serve notice of entry of the Approval Order within five (5) days after the Court enters it, and will deliver the Approval Order to the Administrator, and the Judgment when it is entered. Within ten (10) days after entry of the Approval Order, and within ten (10) days after entry of the Judgment, PAGA Counsel will submit a copy to the LWDA through the LWDA's online system, as required by Labor Code section 2699, subdivisions (s)(3) and (s)(4).

6.3 **Duty to Cooperate.** If the Parties disagree on any aspect of the proposed motion for approval or the supporting declarations and documents, PAGA Counsel and Defense Counsel will promptly and in good faith work together, in person or by telephone, to resolve the disagreement. If the Court does not grant the motion or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will work together in the same manner to modify this Agreement and otherwise satisfy the Court's concerns.

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6.4 **Failure to Obtain Court Approval.** If the Court declines to approve the Settlement, CNI may void this Agreement, and notwithstanding Section 10.5 the MOU will then be of no further force or effect, in which case the Parties will be returned to their respective positions as of the date immediately preceding execution of the MOU, and CNI will have no obligation to pay any portion of the Gross Settlement Amount. A reduction by the Court of the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, the Incentive Award, or the Administration Expenses Payment is not a failure to approve the Settlement and is not grounds for voiding this Agreement. Except as provided in the preceding sentence, if the Court conditions approval on any material change to this Agreement, including any change to the PAGA Period or to the scope of the release in Paragraph 5, and the Parties do not agree in writing to that change, the Court will be deemed to have declined to approve the Settlement for purposes of this Paragraph.

6.5 The Parties will appear at any compliance or status conference the Court sets for the purpose of verifying payments/ distribution as ordered in the approval order or hearing..

7. SETTLEMENT ADMINISTRATION.

7.1 **Selection of Administrator.** The Parties have jointly selected ILYM to serve as the Administrator and have confirmed that, as a condition of appointment, the Administrator has agreed to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. 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 the Administrator's administration of prior settlements. If the selected Administrator is unable or unwilling to serve, or the Court declines to approve it, the Parties will promptly select a replacement by mutual agreement, subject to Court approval, without further amendment of this Agreement.

7.2 **Employer Identification Number.** The Administrator will have and use its own Employer Identification Number for all tax reporting.

7.3 **Qualified Settlement Fund.** The Administrator will establish a settlement fund (the "Settlement Fund") that meets the requirements of a qualified settlement fund under Treasury Regulation section 1.468B-1 (26 C.F.R. § 1.468B-1). Any interest earned on the Settlement Fund will be distributed with the PAGA Payment and allocated in the same proportions as the PAGA Payment under Section 3.2.4.

7.4 **Administrator Duties.** The Administrator has a duty to perform all tasks assigned to it by this Agreement, including mailing all settlement checks and the Settlement Notice; researching and updating addresses through the Address Search; reporting on the status of the administration to the Parties; resolving disputes under Section 4.6 in consultation with counsel for the Parties; preparing a declaration, if the Court requires one, regarding the Administrator's due diligence; providing the Parties with all necessary data; and establishing, administering, and making payments from the Settlement Fund, including the LWDA PAGA Payment, and satisfying any associated tax reporting and filing requirements.

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7.5 **Post-Distribution Report.** If the Court requires a report on the distribution, or if either Party requests one, the Administrator will provide counsel for the Parties the information necessary to prepare it, including the amounts actually paid, the number and value of uncashed checks, the amount transmitted to the Unclaimed Property Fund, and the administration expenses actually incurred. The Administrator will do so within thirty (30) days after the Void Date or, if the request comes later, within thirty (30) days after the request, or on such other schedule as the Court directs, and the Parties will file the report in the form the Court directs.

8. AGGRIEVED EMPLOYEE PAY PERIODS AND ESCALATOR CLAUSE. The Settlement is based on CNI's estimate of Aggrieved Employees and PAGA Pay Periods stated in Section 4.1. CNI will determine the actual number of PAGA Pay Periods worked by its non-exempt employees in California through December 1, 2026, no later than thirty (30) days after that date. If the number is 7,292 or more PAGA Pay Periods, which is more than ten percent (10%) above the estimate in Section 4.1, then, at CNI's election, (a) the Gross Settlement Amount will increase by one percent (1%) for every one percent (1%) above the ten percent (10%) threshold, or (b) the PAGA Period will end on the pay date of the last pay period before the threshold is exceeded. Under election (a), the percentage by which the actual number exceeds the estimate is rounded to the nearest whole percentage, rounding up only if the fraction is one-half of one percent (0.5%) or more (for example, an overage of 10.5% to 10.9% is treated as 11%, producing a 1% increase in the Gross Settlement Amount; an overage of 10.1% to 10.4% is treated as 10%, producing no increase). CNI will give PAGA Counsel written notice of its final calculation and, if the threshold is exceeded, of its election. If CNI elects (b), the end date of the PAGA Period in Paragraph 1.24 is amended accordingly without further action by the Parties, and the Aggrieved Employee Data CNI delivers under Paragraph 4.2 will reflect the amended PAGA Period. The Parties will submit evidence to the Court showing whether this Paragraph has been triggered and, if so, its consequences.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of the Approval Order, the Court will retain jurisdiction over the Parties, the Action, and the Settlement under Code of Civil Procedure section 664.6, solely to (i) enforce this Agreement, the Approval Order, or the Judgment; (ii) address settlement administration matters; and (iii) address such other matters as are permitted by law.

10. ADDITIONAL PROVISIONS.

10.1 **Waiver of Right to Appeal.** The Parties and their respective counsel waive all rights to appeal from the Approval Order and the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate the Judgment, motions for new trial, and petitions for extraordinary writs. This waiver applies even if the Court reduces the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, the Incentive Award, or the Administration Expenses Payment. This waiver does not affect the right to oppose any such motion, petition, or appeal filed by any other person.

10.2 **No Admission of Liability.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in it is intended or should be construed as an admission by CNI or any Released Party that any allegation in the Operative Complaint or the PAGA Notice has merit or that CNI has any liability for any claim asserted, or as an admission by

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Plaintiff that CNI's defenses have merit. The Parties agree that representative treatment is for purposes of this Settlement only and that none of them has prevailed on the merits. If the Court does not approve this Settlement, CNI reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest those defenses.

10.3 **Good Faith Compromise.** This Agreement reflects the Parties' good faith compromise of the claims raised in the Action, based on their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel.

10.4 **Inadmissibility in Other Proceedings.** This Agreement is a settlement document and is inadmissible in evidence in any proceeding, except in an action or proceeding to approve, interpret, or enforce its terms.

10.5 **Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement constitutes the entire agreement between the Parties relating to the Settlement, superseding the MOU and all oral representations, warranties, covenants, and inducements made to or by any Party.

10.6 **Attorney Authorization.** PAGA Counsel and Defense Counsel separately represent and warrant that they are authorized by Plaintiff and CNI, respectively, to take all action required or permitted under this Agreement to carry out its terms, and to execute any other documents reasonably required to do so, including any amendments.

10.7 **Representation by Counsel.** The Parties are represented by competent counsel and have had an opportunity to consult with counsel before executing this Agreement.

10.8 **Cooperation.** The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement, including by modifying this Agreement and submitting supplemental evidence and points and authorities as the Court requests.

10.9 **Disputes Related to the Settlement.** If any dispute arises out of the finalization of the settlement documentation or of the Settlement itself, the Parties will refer the dispute first to the mediator, Steven G. Mehta, Esq., for consultation and, if still unresolved, to the judge presiding over the Action.

10.10 **No Prior Assignments.** Plaintiff represents and warrants that he has not assigned, transferred, or encumbered, directly or indirectly, any portion of the Released PAGA Claims.

10.11 **Taxes.** Neither the Parties nor their counsel is providing any advice regarding taxes or taxability, and nothing in this Agreement may be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise. Other than the reporting required by this Agreement, Plaintiff, PAGA Counsel, and the Aggrieved Employees are solely responsible for reporting and paying any federal, state, or local income or other taxes on payments they receive under the Settlement.

10.12 **Confidentiality and Publicity Before Filing.** Until the motion for approval is filed, Plaintiff, PAGA Counsel, CNI, and Defense Counsel will not disclose or publicize any

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term of this Agreement or the Settlement to any person or entity, except: (i) to their attorneys, accountants, auditors, insurers, tax advisors, or spouses, each of whom will be instructed to keep the Settlement confidential; (ii) to counsel in a related matter; (iii) as necessary to report income to taxing authorities or to satisfy any legal, regulatory, or financial reporting obligation; (iv) in response to a court order or subpoena; (v) in response to an inquiry or subpoena from a state or federal government agency; or (vi) as necessary to obtain Court approval and to submit the proposed Settlement to the LWDA. Each Party will promptly notify the other of any order, inquiry, or subpoena seeking such information. Until the motion is filed, none of them will initiate any communication with a third party about the Settlement or the matters giving rise to it, and if asked about the Action, Plaintiff, PAGA Counsel, CNI, and Defense Counsel may respond only that it has been resolved, or words to that effect. This Paragraph does not restrict communications between PAGA Counsel and Aggrieved Employees that counsel's ethical obligations require.

10.13 **Publicity After Filing.** The Parties acknowledge that the Settlement becomes a matter of public record once it is submitted to the Court and the LWDA. From that point forward, Plaintiff and PAGA Counsel will not affirmatively publicize the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying it, by any means or medium, directly or indirectly, to any person or entity, except to Aggrieved Employees as required to carry out the Settlement. Plaintiff and PAGA Counsel will not issue press releases, communicate with or respond to media or publication entities, or otherwise publish information about the Settlement. For the limited purpose of establishing PAGA Counsel's adequacy or experience in other actions, or of seeking approval of unrelated settlements, PAGA Counsel may disclose in court filings the names of the Parties, the venue and case number of this Action, and other information in the public record, but no other settlement details.

10.14 **Use and Return of Data.** All copies and summaries of data that CNI provided to PAGA Counsel in connection with the mediation, informal discovery in aid of settlement, other settlement negotiations, or the Settlement, and that are confidential under Evidence Code sections 1119 and 1152 (the "Mediation Data"), may be used only with respect to this Settlement and may not be used in any way that violates any existing contractual agreement, any statute, or the California Rules of Court. No later than ninety (90) days after entry of the Judgment, Plaintiff will destroy all paper and electronic copies of the Mediation Data, unless CNI first requests in writing that it be returned instead. Nothing in this Paragraph prevents PAGA Counsel from describing, summarizing, or submitting the Mediation Data as necessary to obtain approval of the Settlement or in response to any inquiry from the Court or the LWDA.

10.15 **Modification of Agreement.** Except as provided in Paragraphs 7.1 and 8, this Agreement may be amended only by a written instrument signed by all Parties or their representatives and approved by the Court. No provision may be waived except by a writing signed by the Party against whom the waiver is asserted. Counsel for the Parties may extend any deadline in this Agreement by written agreement, provided the extension does not conflict with a Court order.

10.16 **Agreement Binding on Successors.** This Agreement binds and benefits the successors of each of the Parties.

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10.17 **Applicable Law.** All terms and conditions of this Agreement are governed by and interpreted under the laws of the State of California, without regard to California's conflict-of-laws principles.

10.18 **Cooperation in Drafting.** The Parties have cooperated in drafting and preparing this Agreement. It will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.19 **Headings.** The descriptive heading of any section or paragraph is inserted for convenience of reference only and is not part of this Agreement.

10.20 **Calendar Days.** Unless otherwise noted, all references to "days" are to calendar days. If any date or deadline in this Agreement falls on a Saturday, Sunday, or California court holiday, that date or deadline moves to the first business day thereafter.

10.21 **Severability.** If any provision of this Agreement is held invalid, unenforceable, or contrary to law, the remainder is not affected and will be enforced to the maximum extent permitted by law, provided the Settlement's essential terms remain intact.

10.22 **Stay of Litigation.** Upon execution of this Agreement, the Action and the arbitration will remain stayed, except as necessary to carry out the terms of this Agreement or to dismiss or conclude either proceeding. The Parties further agree that, under Code of Civil Procedure section 583.330, the time within which the Action must be brought to trial under Code of Civil Procedure section 583.310 is extended through entry of the Judgment.

10.23 **Notice.** All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed given as of the third business day after mailing by U.S. mail, or on the day sent by email or messenger, addressed as follows:

> **To Plaintiff:** Kent Bradbury, Richardson Employment Law, 2281 Lava Ridge Court, Suite 200, Roseville, California 95661; kb@richardsonemploymentlaw.com
>
> **To CNI:** Robin E. Largent, Martenson, Hasbrouck & Simon LLP, 455 Capitol Mall, Suite 400, Sacramento, California 95814; rlargent@martensonlaw.com

10.24 **Execution in Counterparts.** This Agreement may be executed in one or more counterparts delivered by facsimile, by electronic signature (for example, DocuSign), or by email; each counterpart will be accepted as an original. All executed counterparts together constitute one and the same instrument. Any executed counterpart is admissible in evidence to prove the existence and contents of this Agreement.

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IT IS SO AGREED. Each individual signing below represents that he or she is authorized to execute this Agreement on behalf of the Party indicated.

Dated: 10/15, 2026 By: Robert Bell (Oct 15, 2026 15:16:39 PDT)

ROBERT BELL
Plaintiff

Dated: 10/17/2026, 2026 By: Signed by: Molly Drake E055A847823C423...

MOLLY DRAKE
Vice President & Associate General Counsel
On behalf of Allied Universal Compliance and Investigations, Inc.

APPROVED AS TO FORM:

Dated: _____, 2026 By: _____

KENT BRADBURY
RICHARDSON EMPLOYMENT LAW
Attorneys for Plaintiff Robert Bell

Dated: October 19, 2026 By: _____

ROBIN E. LARGENT
MARTENSON, HASBROUCK & SIMON LLP
Attorneys for Defendant Allied Universal Compliance and Investigations, Inc.

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Bell v. CNI Long Form Settlement Agreement Final

Final Audit Report 2026-10-15

Created:	2026-10-15
By:	Camilla Bergstrom (cb@richardsonemploymentlaw.com)
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