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the general public as private attorney general
9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF SAN FRANCISCO

12 BRANDON HARRIS and NATHAN ALLEN
TURNER, on behalf of the general public as
13 private attorney general,

14 Plaintiffs,

15 v.

16 UNIVERSAL PROTECTION SERVICE LP
17 DBA ALLIED UNIVERSAL SECURITY
SERVICES a California Corporation; and
18 DOES 1-50, inclusive,
19 Defendant.

Case No. CGC-23-606656
[Assigned for all purposes to Judge Andrew
Y.S. Cheng, Dept. 613]

**DECLARATION OF JAMES HAWKINS
IN SUPPORT OF MOTION TO
APPROVE INDIVIDUAL PAGA
SETTLEMENT**

Date: September 23, 2024
Time: 10:00 AM
Dept.: 613

DECLARATION OF JAMES HAWKINS

I, James Hawkins, declare as follows:

1. I am an individual over the age of 18. I am a partner at the law firm of James Hawkins, APLC. I am one of the attorneys of record for Plaintiffs BRANDON HARRIS AND NATHAN ALLEN TURNER (hereinafter referred to as "Plaintiffs") who filed this action on behalf of the general public and all aggrieved employees. I submit this declaration in support of Plaintiffs' Motion for Approval of the Individual PAGA Settlement. I have personal knowledge of the facts set forth below, and if called to testify regarding them, I could and would do so competently.

2. Attached hereto as **Exhibit 1** (as to Plaintiff Harris) and **Exhibit 2** (as to Plaintiff Turner) is a true and correct copy of the executed Settlement Agreements which the Parties ask the Court to approve.

3. On May 22, 2023, Plaintiffs filed the PAGA Representative Action in the Superior Court of California in and for the County of San Francisco, styled *Brandon Harris and Nathan Allen Turner, on behalf of the general public as private attorney general v. Universal Protection Service LP Dba Allied Universal Security Services, and Does 1 through 50, Inclusive*, Case No. CGC-23-606656. Plaintiffs alleged a singular cause of action under PAGA for Defendant's alleged (a) failure to pay minimum and overtime wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to pay all wages earned and owed upon separation from Defendant's employ, (e) failure to pay all wages owed timely during employment; (f) failure to provide accurate itemized wage statements, (g) failure to reimburse necessary business expenses, (h) failure to provide suitable seating, (i) failure to pay reporting time pay, and (j) issuing payment of wages in the form of a non-labor code-compliant instrument.

4. Plaintiffs and Defendant engaged in arms'-length negotiations and entered into the Settlement Agreement to settle Plaintiffs' individual claims and individual PAGA claim, and *not* their representative, non-individual PAGA claim.

5. The Agreement negotiated by the parties provides for Defendant to pay \$10,000.00 to Plaintiff Harris and \$20,000.00 to Plaintiff Turner, making the Gross Settlement Amount

1 (“GSA”) \$30,000.00. (Agreement at § 1). The GSA is subject to Court approval consistent with
2 Labor Code § 2699. The GSA comprises the following components: (1) \$4,041.16 allocated for
3 penalties and/or interest for Plaintiff Harris’ individual claims and \$1,413.71 allocated for
4 Plaintiff Harris’ wages for his individual, non-PAGA claims (the “Individual Payments
5 Amount”); (2) \$8,541.14 allocated for penalties and/or interest for Plaintiff Turner’s individual
6 claims and \$2,913.72 allocated for Plaintiff Turner’s wages for his individual, non-PAGA claims
7 (the “Individual Payments Amount”); (3) \$12,690.27 allocated for attorneys’ fees (the
8 “Attorney’s Fees Payment Amount”)¹; (4) \$100.00 (\$50.00 for each Plaintiff) allocated for
9 penalties directly recoverable under PAGA for individual violations suffered by Plaintiffs (the
10 “Individual PAGA Amount”); and (5) \$300.00 (\$150.00 for each Plaintiff) allocated to the
11 LWDA under PAGA (the “LWDA Payment Amount”).

12 6. In exchange for the Individual PAGA Amount and the LWDA Payment, the State
13 of California and Plaintiffs will release Defendant from any and all civil penalties which could be
14 assessed upon and collected from Defendant for violations of PAGA allegedly suffered by
15 Plaintiffs, subject to this Court’s approval.

16 7. The California Labor Workforce Development Agency (“LWDA”) is being served
17 with a copy of this motion with the Settlement Agreement through the online process as required
18 by Labor Code § 2699(l). This service on the LWDA is verified in the proof of service served
19 with this motion.

20 8. I have a great deal of experience in wage and hour class action litigation. I have
21 obtained certification of several classes, I have been approved as class counsel in many other
22 wage/hour class actions, and I am currently litigating numerous others. Although not an all
23 inclusive list, over the years I have prosecuted the following class action matters as lead and/or
24 co-lead counsel, all of which implicated similar law and facts to those associated with this action:

25 a. *Aguilar v. 7-Eleven, Inc., et. al.*, Orange County Superior Court- Case No.:
26 30-2009-00268714-CU-OE-CXC. Certified Wage and Hour Class action seeking

27 ¹ \$4,345.13 of Plaintiff Harris’ Settlement amount is allocated to Attorney’s Fees Payment Amount and \$8,345.14 of
28 Plaintiff Turner’s Settlement amount is allocated to Attorney’s Fees Payment Amount totaling \$12,690.27.

1 premium wages for meal period and rest periods and resultant penalties. Class
2 Notice pending.

3 b. *Carey, et. al. v. Arthur J. Gallagher, et. al.*, USDC, SOUTHERN
4 DISTRICT- Case No.: 09-cv-0168. Wage and Hour Class action seeking past
5 wages of overtime for mis-classification of insurance claims adjusters employed
6 by Gallagher Bassett, a third party administrator (TPA) in the State of California.
7 Certification granted. Plaintiffs' counsel co-lead counsel. Case settled, Final
8 Approval granted, no objections and funds fully distributed.

9 c. *Dao v. 3M Company, et al.* USDC, CENTRAL DISTRICT, Case No. CV-
10 08-04554. Wage and Hour Class Action case seeking past wages for "off the
11 clock", overtime and meal and rest break violations for production workers in the
12 State of California. Plaintiffs' Counsel appointed as Lead Counsel. Case settled,
13 Final Approval granted, no objections and funds fully distributed.

14 d. *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638
15 ODW. Wage and Hour Class Action case seeking past wages for meal and rest
16 period violations for retail employees in the State of California. Plaintiffs' counsel
17 appointed co-lead counsel. Case settled, Final Approval granted, no objections
18 and funds fully distributed.

19 e. *Morgan v. Aramark Campus, LLC*, USDC, CENTRAL DISTRICT, Case
20 No. SACV08-00412. Wage and Hour Class Action case seeking past wages for
21 meal and rest period violations for retail employees in the State of California.
22 Plaintiffs' Counsel appointed as Lead Counsel. Case settled, Final Approval
23 granted, no objections and funds fully distributed.

24 f. *West v Iron Mountain Information Management, Inc, et. al.*; Los Angeles
25 County Superior Court, Case No. BC393709. Wage and Hour Class Action
26 seeking past wages for overtime, meal and rest break violations for driver
27 employees in the State of California. Settlement for "binding arbitration."
28 Arbitration Award for Plaintiffs Class. Arbitration Award confirmed. Plaintiffs'

counsel, lead trial counsel and class counsel.

g. *Gonzalez v. Superior Industries Inter, Inc., et al.*, Los Angeles County Superior Court, Case No. BC 357912. Wage and Hour Class Action seeking past wages for overtime, meal and rest breaks violations for production employees in the State of California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

h. *Acosta v. Fleetwood Travel Trailers of California, Inc., et al.*, Riverside County Superior Court, Case No. RIC 440630. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for production employees in the State of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

i. *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No. 05CC00293. Wage and Hour Class Action seeking past wages for unlawful deductions, meal and rest break violations for restaurant employees in the State of California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval granted and funds fully distributed.

j. *Padron v. Universal Protection Service, et al*, Orange County Superior Court, Case No. 05CC00013. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for security officers in the State of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

k. *Martinez v. Securitas Security Services USA, et al.*, Santa Clara Superior Court, Case No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action seeking past wages for meal and rest break violations for security officers employed by defendant in the State of California. Plaintiffs' counsel and co-counsel. Case settled, Final Approval granted and funds fully distributed.

l. *Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.*, Riverside Superior

1 Court, Case No. RIC 420909. Wage and Hour Class Action seeking past wages
2 for overtime, meal and rest break violations for housekeepers employed by
3 defendant in the State of California. Plaintiffs' counsel appointed as lead counsel.
4 Case settled, Final Approval granted, no objections and funds fully distributed.

5 m. *Ruiz, et al. v. Unisourse Worldwide, Inc., et al.*, USDC, CENTRAL
6 DISTRICT, Case No. CV09-05848. Wage and Hour Class Action seeking past
7 wages for meal and rest period violations for non-exempt employees employed by
8 defendant in the state of California. Case settled. Awaiting Preliminary Approval
9 hearing. Plaintiffs has petitioned the Court for Lead Counsel.

10 n. *Herrador v. Culligan International Company, et al.*, USDC, CENTRAL
11 DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action seeking past
12 wages for field and branch employees of defendant in the State of California.
13 Plaintiffs' counsel appointed as lead counsel. Case settled and awaiting Final
14 Approval.

15 o. *Defries v. Domain Restaurants, et al.*, Orange County Superior Court, Case
16 No. 05CC00128. Wage and Hour Class Action seeking past wages for restaurant
17 employees of defendant in the State of California. Plaintiffs' counsel appointed as
18 lead counsel. Case settled, Final Approval granted, no objections and funds fully
19 distributed.

20 p. *Denton v. BLB Enterprises, Inc., et al.*, Orange County Superior Court,
21 Case No. 07CC01292. Wage and Hour Class Action seeking unpaid overtime,
22 meal and rest break violations for security guards employed by defendant in the
23 State of California. Plaintiffs' counsel appointed as lead counsel. Case settled,
24 Final Approval granted, no objections and funds fully distributed.

25 q. *Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.*, Los Angeles
26 Superior Court, Case No. BC411477. Wage and Hour Class Action seeking
27 unpaid meal and rest break violations for production employees employed by
28 defendant in the State of California. Plaintiffs counsel appointed as lead counsel.

Case settled, Final Approval granted, no objections and funds fully distributed.

r. *McMurray v. Dave and Busters, Inc.*, et al., Orange County Superior Court, Case No. 06CC00099. Wage and Hour Class Action seeking past wages for meal and rest break violations for restaurant employees employed by defendant in the State of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

s. *Osuna v. DFG Restaurants, Inc.*, et al., Los Angeles Superior Court, Case No. BC 330145. Wage and Hour Class Action seeking past wages of overtime for mis-classification of managers employed by Defendant, DBA Carl's Jrs. in the State of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

t. *Burns v. Gymboree Operations, Inc.*, et al., San Francisco Superior Court, Case No. CGC-07-461612. Wage and Hour Class Action seeking past wages for meal and rest break violations for retail employees employed by defendant in the State of California. Plaintiffs' counsel appointed lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

u. *Willems v. Diedrich Coffee, Inc.*, et al., Orange County Superior Court, Case No. 07CC00015. Wage and Hour Class Action seeking past wages of overtime for mis-classification of managers employed by Defendant in the State of California. Plaintiffs' counsel appointed lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

v. *Davila, et al. v. Beckman Coulter, Inc.*, et al., Orange County Superior Court, Case No. 07CC01347. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for production workers employed by defendant in the State of California. Plaintiffs' counsel appointed lead counsel. Case settled; final approval granted; no objections and funds fully distributed.

w. *Perez v. Naked Juice Company of Glendora, Inc.*, Los Angeles Superior Court, Case No. BC387088. Wage and Hour Class Action seeking past wages for

1 overtime, meal and rest period violations for production employees employed by
2 defendant in the State of California. Plaintiffs counsel appointed as lead counsel.
3 Case settled, Final Approval granted, no objections and funds fully distributed.

4 9. Here, the Parties' agreement to pay Counsel Fees of \$12,690.27 of the Gross
5 Settlement Amount is reasonable.

6 10. The California Labor Workforce Development Agency ("LWDA") is being
7 served with a copy of this motion with the Settlement Agreement through the online process as
8 required by Labor Code § 2699(l). This service on the LWDA is verified in the separately filed
9 proof of service.

10 I declare under penalty of perjury that the foregoing is true and correct. Executed on
11 August 20, 2024 at Irvine, California.

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13 _____
14 James R. Hawkins

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Exhibit 1

GENERAL RELEASE AND SETTLEMENT AGREEMENT

This General Release and Settlement Agreement (“Agreement”) is made and entered into by and between Brandon Harris (“Plaintiff”) and Universal Protection Service, LP dba Allied Universal Security Services, and its affiliates, subsidiaries, and parents, employees, and former employees (“Allied Universal”). Plaintiff and Allied Universal are collectively referred to as the “Parties.”

I

For and in consideration of the execution of this Agreement by Plaintiff, Allied Universal agrees to provide Plaintiff with certain valuable consideration, the sufficiency and receipt of which is hereby acknowledged, including providing Plaintiff the gross sum of ten thousand dollars and zero cents (\$10,000.00) (“Settlement Funds”). The Settlement Funds will be payable as follows:

- (a) a check made payable to Plaintiff in the gross amount of One Thousand Four Hundred and Thirteen Dollars and Seventy One Cents (\$1,413.71), from which there will be standardized withholdings and tax deductions and which gross amount shall be allocated to wages.
- (b) a check made payable to Plaintiff in the gross amount of Four Thousand and Forty One Dollars and Sixteen Cents (\$4,041.16), from which there will be no withholdings or deductions and which gross amount shall be allocated to penalties and/or interest.
- (c) In consideration for Plaintiff’s agreement to settle and release his individual PAGA claim, Defendant agrees to pay two hundred dollars and zero cents

(\$200.00) to settle and release Plaintiff's individual PAGA claim, of which: (1) \$150.00 (representing 75% of said \$200.00) will go to the Labor & Workforce Development Agency ("LWDA"); and (2) \$50.00 will be payable to Plaintiff and shall represent payment for PAGA penalties and for which a form 1099 shall issue.

- (d) a check made payable to James Hawkins APLC ("Hawkins") in the gross amount of Four Thousand Three Hundred and Forty Five Dollars and Thirteen Cents (\$4,345.13), for attorneys' fees and costs.

At the time of execution of this Agreement, Plaintiff will complete a W-4 and W-9 and Plaintiff's counsel will complete and execute a W-9 Form to be returned with this Agreement. These benefits are provided in settlement of all of Plaintiff's claims against Allied Universal and/or all of its affiliated companies, employees and representatives, including but not limited to the claims alleged in the Labor Workforce Development Agency ("LWDA") notice filed on March 15, 2023, against Universal Protection Service, LP dba Allied Universal Security Services (LWDA-CM-942225-23), as well as the civil action entitled *Brandon Harris and Nathan Allen Turner v. Universal Protection Service, LP dba Allied Universal Security Services*, Superior Court of the State of California, County of San Francisco, Case No. CGC-23-606656, (collectively "LAWSUITS").

Delivery of the aforementioned settlement checks shall be made to Hawkins within thirty (30) days following receipt by Allied Universal, of the original signed copy of this Agreement, W-4 and W-9 Forms. The documents referenced in the preceding sentence shall be sent to Allied Universal's counsel, Ace T. Tate by email at atate@martensonlaw.com. Counsel for

Plaintiff shall file with the Superior Court of California, County of Los Angeles, a Stipulation and/or Request for Dismissal with Prejudice of Plaintiff's civil complaint Case No. CGC-23-606656 within seven (7) days of receipt of the Settlement Funds.

II

For and in consideration of the agreements and commitments set forth above, the receipt and sufficiency of which are hereby acknowledged, Plaintiff for himself only does hereby knowingly and voluntarily release and forever discharge, both jointly and severally, Allied Universal, its corporate parent and affiliates (including but not limited to Universal Protection Service, LP; its current and former officers, directors, employees, and clients, and all of foregoing individuals or entities' shareholders, attorneys, servants, agents, and employees, joint employers, joint obligors, together with their successors and assigns (hereinafter collectively referred to as the "Releasees") from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, damages, judgments, claims and demands whatsoever, in law or in equity (hereinafter collectively referred to as "claims"), whether known or unknown, which Plaintiff ever had, now has, or may or might in the future have against the Releasees, arising out of events or occurrences which arose at or before the moment Plaintiff signs this Agreement, including, but not limited to: (i) those claims arising out of or in any way connected with the circumstances surrounding the LAWSUITS; (ii) those claims arising out of the employment relationship between Plaintiff and Allied Universal; (iii) those claims arising under the Age Discrimination in Employment Act, 29 U.S.C. §§ 621, *et seq.*, the Older Workers' Benefit Protection Act of 1990, 29 U.S.C. § 626(f), *et seq.*, and/or the Americans with Disabilities Act, 42 U.S.C. §§ 12101, *et seq.*; (iv) those claims arising under California laws regarding AIDS protection, including Cal. Health & Safety Code §

120980; (v) those claims arising under California's Confidentiality of Medical Information Act, Cal. Civ. Code §§ 56 *et seq.*; (vi) those claims arising under the Rehabilitation Act of 1973, 29 U.S.C. §§ 701, *et seq.*; (vii) those claims arising under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, as amended, and/or any other applicable state fair employment practices statute, and/or any ordinance promulgated by any county, municipality, or other state subdivision, including but not limited to the California Fair Employment and Housing Act, Cal. Gov't. Code, §§ 12900 *et seq.*, as amended, California's Unruh Civil Rights Act, Cal. Civil Code, §§ 51 *et seq.*, as amended, and California laws pertaining to discrimination in public works codified at Cal. Labor Code, §§ 1735 and 1777.6, as amended by Ch. 913, L. 1992; (viii) those claims arising under the Equal Pay Act of 1963, 29 U.S.C. §§ 206, *et seq.* and/or the California Equal Pay Law, Cal. Labor Code, §§ 1197.5 *et seq.*; (ix) those claims arising under the Employee Retirement Income Security Act, 29 U.S.C. §§ 1001, *et seq.*, including, but not limited to, claims regarding salary, wages, overtime, severance pay and accrued time, and any other benefits; (x) those claims arising under the National Labor Relations Act, 29 U.S.C. §§ 151, *et seq.* and any state and/or local labor management relations laws including, but not limited to, Cal. Lab. Code § 98.6; (xi) those claims arising under the Fair Labor Standards Act, and any other applicable state and local wage and hour statutes; (xii) those claims arising under the Worker Adjustment and Retraining Notification Act and/or Cal. Labor Code §§ 1400 *et seq.*; (xiii) those claims arising under the Family and Medical Leave Act, the Moore-Brown-Roberti Family Rights Act/California Family Care and Medical Leave Law, Cal. Gov't. Code, §§ 12945.1 *et seq.* and 19702.3, the California Parental Leave Law, Cal. Labor Code, §§ 230.7 *et seq.* and/or California's Paid Sick Leave Law, Cal. Labor Code, §§ 233 and 234, California's Paid Sick Leave Law, Cal. Labor Code

§245 – 249; and/or any local family leave laws; (xiv) those claims arising under Cal. Labor Code §§ 201-204, 206, 206.5, 210, 212, 213, 215, 216, 218, 218.5, 218.6, 221-225, 225.5, 226(a), 226.2, 226.3, 226.6, 226.7, 227.3, 229, 238.5, 245-249, 256, 432.5, 432.6, 510-512, 514, 558, 558.1, 1174, 1174.5, 1175, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1199.5, 2698 *et seq.* (*i.e.*, the Private Attorney General Act of 2004), 2800, 2802, 2810, 2810.3, Cal. Bus. & Prof. Code §§ 17200 *et seq.* (*i.e.*, the Unfair Business Practices Act), and Cal. Bus. & Prof. Code §§ 17500 *et seq.*; (xv) those claims arising under Cal. Lab. Code § 432.7 (regarding arrest and/or conviction records); (xvi) those claims arising under the Sarbanes-Oxley Act of 2002, 18 U.S.C. § 1514A *et seq.*, the Whistleblower Protection Act of 1989, 5 U.S.C. § 1201 (2000) *et seq.* and/or any other state or federal retaliation and/or whistleblower protection statute, act, regulation or provision, including but not limited to, Cal. Labor Code §§ 98.6, 432.2, 1102.5, California's laws regarding Health and Safety Complaints, Cal. Lab. Code §§ 6310 and 6311 *et seq.*, California's Hazardous Substances Information and Training Act, Cal. Lab. Code § 6399.7 and California's Strategic Lawsuit Against Public Participation; (xvii) those claims arising under any federal or state handicap or disability discrimination act, regulation or executive order; (xviii) those claims for retaliatory or wrongful discharge of any kind, including, but not limited to, workers' compensation retaliation; (xix) those claims for intentional or negligent infliction of emotional distress or outrageous conduct; (xx) those claims for breach of duty, misrepresentation, fraud, negligence (including but not limited to negligent hiring, training, retention, and/or supervision), libel, slander, defamation or tortious conduct of any kind; (xxi) those claims for interference with business relationships, contractual relationships, or employment relationships of any kind; (xxii) those claims for breach of duty and/or the implied covenant of good faith and fair

dealing; (xxiii) those claims for interference with and/or breach of contract (express or implied, in fact or in law, oral or written), concealment, and/or promise without intent to perform; (xxiv) those claims arising under or in reliance upon any statute, regulation or ordinance (local, state, or federal); (xxv) those claims arising under California public policy including, but not limited to any policies articulated in Cal. Labor Code §§ 90.5 *et seq.* and/or 920 *et seq.*; (xxvi) those claims arising under Industrial Welfare Commission Order 4. (xxvii) those claims arising under the Fair Credit Report Act, 15 U.S.C. § 1681 *et seq.*, and the Investigative Consumer Reporting Agency Act, Cal. Civ. Code § 1786.10 *et seq.*, and (xxviii) any and all other claims which Plaintiff ever had, now has, or may or might in the future have arising by reason of or in any way connected with any employment relationship which may have existed prior to or on the date on the date of Execution of this Agreement.

III

Plaintiff further acknowledges and covenants that, in consideration for the agreements and commitments set forth in Paragraph I hereof, Plaintiff has knowingly relinquished, waived and forever released any and all damages and remedies which might otherwise be available to Plaintiff, including, without limitation, claims for contract or tort damages of any type, claims for legal or equitable relief under either federal or state statutory and common law, claims for backpay, reinstatement and recovery of attorneys' fees and/or costs, and the right to be a member in any class in any lawsuit or administrative action arising out of Plaintiff's employment with Allied Universal. The parties further acknowledge and agree that, except as expressly set forth in Paragraph I above, each party to this Agreement will bear their own costs and attorney's fees. Plaintiff further warrants that as of the time of execution of this Agreement, Plaintiff has not assigned or transferred any claims of any nature that

Plaintiff would otherwise have against the Releasees. Plaintiff acknowledges that nothing in this Agreement prevents Plaintiff from filing a charge or complaint with the Equal Employment Opportunity Commission ("EEOC"), National Labor Relations Board ("NLRB"), Occupational Health and Safety Administration ("OSHA"), or another state or federal agency (hereinafter "Government Agency") or cooperating in any investigation or proceeding conducted by such a Government Agency. However, Plaintiff understands and agrees that, if Plaintiff files a charge or complaint with such a Government Agency, or if the Government Agency independently pursues any relief on behalf of Plaintiff, Plaintiff is, to the extent permissible by law, hereby waiving Plaintiff's right to recover monetary damages or injunctive relief specific to Plaintiff. Notwithstanding any other provision contained herein, nothing in this Agreement shall limit Plaintiff's ability to accept any reward or incentive pursuant to a government-administered whistleblower program. Moreover, nothing in this Agreement shall be construed as a waiver of any right which, by law, cannot be waived.

IV

Plaintiff further understands and agrees that as a condition of this Agreement, in connection with the general release set forth above in Paragraph II, Plaintiff waives any rights Plaintiff may have under Section 1542 of the Civil Code of the State of California. That Section reads as follows:

"§ 1542. [Certain claims not affected by general release.] A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Notwithstanding the provision of Section 1542, and for the purpose of implementing a

full and complete release and discharge of the Releasees, and each of them, Plaintiff expressly acknowledges that this Agreement is intended to include and does include in its effect, without limitation, all claims which Plaintiff does not know or suspect to exist in Plaintiff's favor against any of the Releasees at the time of Plaintiff's execution hereof, and that this Agreement expressly contemplates the extinguishment of all such claims.

V

Plaintiff further acknowledges and covenants not to sue the Releasees, or to participate or aid in any way in any suit or proceeding or to execute, seek to impose, collect or recover upon, or otherwise enforce or accept any judgment, decision, award, warrant or attachment upon any claim released by Plaintiff herein. Plaintiff also acknowledges and covenants that Plaintiff understands that after signing this Agreement, Plaintiff cannot proceed against any person or party mentioned in it with respect to or on account of any of the matters referred to in it. Plaintiff further agrees that Plaintiff will take whatever steps are necessary to ensure that the LAWSUITS are dismissed with prejudice, including but not limited to executing a Stipulation and/or Request for Dismissal and returning it to Allied Universal's counsel for filing with the Court.

VI

The amounts paid in connection with the provisions of Paragraph I, above, shall be reported to the Internal Revenue Service in accordance with applicable statutes and regulations. With respect to the amounts paid directly to Plaintiff, the amounts subject to tax withholdings shall be reported on a Form W-2 issued to Plaintiff at year-end, and the amounts not subject to tax withholdings shall be reported on a Form 1099-MISC issued to Plaintiff at year-end. With respect to the amount paid to Hawkins, that payment shall be reported on a Form 1099-MISC issued to Hawkins at year end and on the aforementioned Form 1099-

MISC. Plaintiff and Hawkins shall each be responsible for the payment of any local, state, and/or federal taxes which may be attributable to the payments described above and shall indemnify and hold Allied Universal harmless from such tax consequences, including interest and/or penalties, arising out of the payments described in Paragraph I above. The parties acknowledge that no representations have been or are made herein by or to any signatory to this Agreement regarding the tax consequences of this Agreement.

VII

To the fullest extent permitted by law, Plaintiff and Plaintiff's counsel do further covenant that they shall make no disclosure of any kind concerning this Agreement and the sums paid as consideration hereof to any person, persons or organization other than a spouse, to a court in the event of an alleged breach, or as required by a court of law (*e.g.*, by virtue of a validly issued subpoena), or to their attorney, accountant or tax advisor, and then only to the extent necessary to prepare the federal, state or local tax returns or other documents required by law to be filed. Plaintiff does further agree that if Plaintiff is asked about Plaintiff's claims or about this Agreement, Plaintiff will state "The case is over." Additionally, nothing in this Agreement prevents Plaintiff from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct Plaintiff has reason to believe is unlawful.

VIII

Plaintiff and Plaintiff's counsel agree and covenant that they will not directly or indirectly, orally or in writing, defame Allied Universal and/or any of its services, employees (current and former), officers, directors, members, representatives, agents and/or attorneys in any way or interfere in any way with their relationships with their customers, employees, family

and/or friends. Plaintiff further agrees not to solicit or encourage any individual to bring a claim against Releasees. Additionally, nothing in this Agreement prevents Plaintiff from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct Plaintiff has reason to believe is unlawful and/or from engaging in any other conduct protected by the National Labor Relations Act.

IX

Notwithstanding the provisions of Paragraphs III, VII and VIII, above, or any other language in this Agreement, nothing in this Agreement is intended to or shall prevent, impede or interfere with Plaintiff's non-waivable right, without prior notice to Allied Universal, to provide information to the government, participate in investigations, file a complaint, testify in proceedings regarding Allied Universal's past or future conduct, or engage in any future activities protected under federal, state or local law, including whistleblower statutes, or to receive and fully retain a monetary award from a government-administered whistleblower award program for providing information directly to a Government Agency. Solely in connection with such reporting, or in connection with a charge, complaint or investigation as contemplated in Paragraph III, above, Plaintiff may disclose confidential information, in confidence, to a Government Agency or to an attorney to address possible violations of law; however, any disclosure of confidential information must be in good faith and effectuated in a manner that prevents the dissemination of confidential information beyond those persons necessary to make the report or filing, such as filing the confidential information under seal and otherwise preventing it from being publicly disclosed. While Plaintiff is encouraged to bring any such possible violation to the attention of Allied Universal, Plaintiff does not need

the prior authorization of Allied Universal to make any such reports or disclosures to these entities. To the extent Plaintiff chooses to report a possible violation directly to Allied Universal, that report should be made to an appropriate member of management or the Human Resources Department. Allied Universal employees have the right to engage in legally protected activity.

X

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

XI

It is also understood and agreed that this Agreement is executed by Plaintiff voluntarily and is not based upon any representations or statements of any kind made by Allied Universal or any of its representatives as to the merits, legal liabilities, or value of any current or potential claims which Plaintiff may have. Plaintiff also acknowledges that no promise or inducement for this Agreement has been offered or made, except as herein set forth, and this Agreement contains the full terms of the agreement between Plaintiff and Releasees.

XII

It is further understood and agreed that this Agreement is entered into voluntarily by both parties, that this settlement is a compromise of disputed claims and that the payment conferred

herein is not to be construed as an admission of liability on the part of the persons, corporations and entities hereby released, by whom liability is expressly denied.

XIII

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

XIV

Plaintiff covenants that Plaintiff will indemnify the Releasees for all damages, including attorneys' fees, resulting from Plaintiff's breach of any provision of this Agreement, including without limitation the defamation and confidentiality pledges set forth above in Paragraphs VII and VIII. Moreover, should Allied Universal prove in a court of competent jurisdiction that Plaintiff has breached the covenants contained in Paragraphs VII and/or VIII above, Plaintiff shall be required to reimburse Allied Universal the amount of one thousand dollars (\$ 1,000.00) per occurrence as liquidated damages, in addition to any other relief to which Allied Universal may be entitled. Plaintiff hereby agrees the above-referenced liquidated damages are reasonable and proper.

XV

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

XVI

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

XVII

This Agreement constitutes the entire agreement between Plaintiff and the Releasees pertaining to the subjects contained herein and supersedes any and all prior and/or contemporaneous agreements, representations or understandings, written or oral. It is expressly understood and agreed that this Agreement may not be altered, amended, modified or otherwise changed in any respect or particular whatsoever except in writing duly executed by Plaintiff and an authorized representative of Allied Universal. This Agreement is intended fully, completely and forever to resolve all disputes based upon events, omissions or acts occurring on or prior to its execution, as well as all other issues or claims in any way arising out of, or connected with, the prior employment of Plaintiff with Allied Universal and/or Plaintiff's separation from that employment.

Dated: 11/22/2023

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Brandon Harris

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Plaintiff

Brandon Harris

Dated: 11/27/2023



Ava Issary

Attorney for Plaintiff Brandon Harris

Dated: 11/30/2023

DocuSigned by:

Deborah Pecci

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Deborah Pecci

Executive Vice President, Global Employment and
Litigation Counsel for and on behalf of Allied
Universal

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Exhibit 2

GENERAL RELEASE AND SETTLEMENT AGREEMENT

This General Release and Settlement Agreement (“Agreement”) is made and entered into by and between Nathan Allen Turner (“Plaintiff”) and Universal Protection Service, LP dba Allied Universal Security Services, and its affiliates, subsidiaries, and parents, employees, and former employees (“Allied Universal”). Plaintiff and Allied Universal are collectively referred to as the “Parties.”

I

For and in consideration of the execution of this Agreement by Plaintiff, Allied Universal agrees to provide Plaintiff with certain valuable consideration, the sufficiency and receipt of which is hereby acknowledged, including providing Plaintiff the gross sum of twenty thousand dollars and zero cents (\$20,000.00) (“Settlement Funds”). The Settlement Funds will be payable as follows:

- (a) a check made payable to Plaintiff in the gross amount of Two Thousand and Nine Hundred and Thirteen Dollars and Seventy Two Cents (\$2,913.72), from which there will be standardized withholdings and tax deductions and which gross amount shall be allocated to wages.
- (b) a check made payable to Plaintiff in the gross amount of Eight Thousand Five Hundred and Forty One Dollars and Fourteen Cents (\$8,541.14), from which there will be no withholdings or deductions and which gross amount shall be allocated to penalties and/or interest.
- (c) In consideration for Plaintiff’s agreement to settle and release his individual PAGA claim, Defendant agrees to pay two hundred dollars and zero cents

(\$200.00) to settle and release Plaintiff's individual PAGA claim, of which: (1) \$150.00 (representing 75% of said \$200.00) will go to the Labor & Workforce Development Agency ("LWDA"); and (2) \$50.00 will be payable to Plaintiff and shall represent payment for PAGA penalties and for which a form 1099 shall issue.

- (d) a check made payable to James Hawkins APLC ("Hawkins") in the gross amount of Eight Thousand Three Hundred and Forty Five Dollars and Fourteen Cents (\$8,345.14), for attorneys' fees and costs.

At the time of execution of this Agreement, Plaintiff will complete a W-4 and W-9 and Plaintiff's counsel will complete and execute a W-9 Form to be returned with this Agreement. These benefits are provided in settlement of all of Plaintiff's claims against Allied Universal and/or all of its affiliated companies, employees and representatives, including but not limited to the claims alleged in the Labor Workforce Development Agency ("LWDA") notice filed on March 15, 2023, against Universal Protection Service, LP dba Allied Universal Security Services (LWDA-CM-942225-23), as well as the civil action entitled *Brandon Harris and Nathan Allen Turner v. Universal Protection Service, LP dba Allied Universal Security Services*, Superior Court of the State of California, County of San Francisco, Case No. CGC-23-606656, (collectively "LAWSUITS").

Delivery of the aforementioned settlement checks shall be made to Hawkins within thirty (30) days following receipt by Allied Universal, of the original signed copy of this Agreement, W-4 and W-9 Forms. The documents referenced in the preceding sentence shall be sent to Allied Universal's counsel, Ace T. Tate by email at atate@martensonlaw.com. Counsel for

Plaintiff shall file with the Superior Court of California, County of Los Angeles, a Stipulation and/or Request for Dismissal with Prejudice of Plaintiff's civil complaint Case No. CGC-23-606656 within seven (7) days of receipt of the Settlement Funds.

II

For and in consideration of the agreements and commitments set forth above, the receipt and sufficiency of which are hereby acknowledged, Plaintiff for himself only does hereby knowingly and voluntarily release and forever discharge, both jointly and severally, Allied Universal, its corporate parent and affiliates (including but not limited to Universal Protection Service, LP; its current and former officers, directors, employees, and clients, and all of foregoing individuals or entities' shareholders, attorneys, servants, agents, and employees, joint employers, joint obligors, together with their successors and assigns (hereinafter collectively referred to as the "Releasees") from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, damages, judgments, claims and demands whatsoever, in law or in equity (hereinafter collectively referred to as "claims"), whether known or unknown, which Plaintiff ever had, now has, or may or might in the future have against the Releasees, arising out of events or occurrences which arose at or before the moment Plaintiff signs this Agreement, including, but not limited to: (i) those claims arising out of or in any way connected with the circumstances surrounding the LAWSUITS; (ii) those claims arising out of the employment relationship between Plaintiff and Allied Universal; (iii) those claims arising under the Age Discrimination in Employment Act, 29 U.S.C. §§ 621, *et seq.*, the Older Workers' Benefit Protection Act of 1990, 29 U.S.C. § 626(f), *et seq.*, and/or the Americans with Disabilities Act, 42 U.S.C. §§ 12101, *et seq.*; (iv) those claims arising under California laws regarding AIDS protection, including Cal. Health & Safety Code §

120980; (v) those claims arising under California's Confidentiality of Medical Information Act, Cal. Civ. Code §§ 56 *et seq.*; (vi) those claims arising under the Rehabilitation Act of 1973, 29 U.S.C. §§ 701, *et seq.*; (vii) those claims arising under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, as amended, and/or any other applicable state fair employment practices statute, and/or any ordinance promulgated by any county, municipality, or other state subdivision, including but not limited to the California Fair Employment and Housing Act, Cal. Gov't. Code, §§ 12900 *et seq.*, as amended, California's Unruh Civil Rights Act, Cal. Civil Code, §§ 51 *et seq.*, as amended, and California laws pertaining to discrimination in public works codified at Cal. Labor Code, §§ 1735 and 1777.6, as amended by Ch. 913, L. 1992; (viii) those claims arising under the Equal Pay Act of 1963, 29 U.S.C. §§ 206, *et seq.* and/or the California Equal Pay Law, Cal. Labor Code, §§ 1197.5 *et seq.*; (ix) those claims arising under the Employee Retirement Income Security Act, 29 U.S.C. §§ 1001, *et seq.*, including, but not limited to, claims regarding salary, wages, overtime, severance pay and accrued time, and any other benefits; (x) those claims arising under the National Labor Relations Act, 29 U.S.C. §§ 151, *et seq.* and any state and/or local labor management relations laws including, but not limited to, Cal. Lab. Code § 98.6; (xi) those claims arising under the Fair Labor Standards Act, and any other applicable state and local wage and hour statutes; (xii) those claims arising under the Worker Adjustment and Retraining Notification Act and/or Cal. Labor Code §§ 1400 *et seq.*; (xiii) those claims arising under the Family and Medical Leave Act, the Moore-Brown-Roberti Family Rights Act/California Family Care and Medical Leave Law, Cal. Gov't. Code, §§ 12945.1 *et seq.* and 19702.3, the California Parental Leave Law, Cal. Labor Code, §§ 230.7 *et seq.* and/or California's Paid Sick Leave Law, Cal. Labor Code, §§ 233 and 234, California's Paid Sick Leave Law, Cal. Labor Code

§245 – 249; and/or any local family leave laws; (xiv) those claims arising under Cal. Labor Code §§ 201-204, 206, 206.5, 210, 212, 213, 215, 216, 218, 218.5, 218.6, 221-225, 225.5, 226(a), 226.2, 226.3, 226.6, 226.7, 227.3, 229, 238.5, 245-249, 256, 432.5, 432.6, 510-512, 514, 558, 558.1, 1174, 1174.5, 1175, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1199.5, 2698 *et seq.* (*i.e.*, the Private Attorney General Act of 2004), 2800, 2802, 2810, 2810.3, Cal. Bus. & Prof. Code §§ 17200 *et seq.* (*i.e.*, the Unfair Business Practices Act), and Cal. Bus. & Prof. Code §§ 17500 *et seq.*; (xv) those claims arising under Cal. Lab. Code § 432.7 (regarding arrest and/or conviction records); (xvi) those claims arising under the Sarbanes-Oxley Act of 2002, 18 U.S.C. § 1514A *et seq.*, the Whistleblower Protection Act of 1989, 5 U.S.C. § 1201 (2000) *et seq.* and/or any other state or federal retaliation and/or whistleblower protection statute, act, regulation or provision, including but not limited to, Cal. Labor Code §§ 98.6, 432.2, 1102.5, California's laws regarding Health and Safety Complaints, Cal. Lab. Code §§ 6310 and 6311 *et seq.*, California's Hazardous Substances Information and Training Act, Cal. Lab. Code § 6399.7 and California's Strategic Lawsuit Against Public Participation; (xvii) those claims arising under any federal or state handicap or disability discrimination act, regulation or executive order; (xviii) those claims for retaliatory or wrongful discharge of any kind, including, but not limited to, workers' compensation retaliation; (xix) those claims for intentional or negligent infliction of emotional distress or outrageous conduct; (xx) those claims for breach of duty, misrepresentation, fraud, negligence (including but not limited to negligent hiring, training, retention, and/or supervision), libel, slander, defamation or tortious conduct of any kind; (xxi) those claims for interference with business relationships, contractual relationships, or employment relationships of any kind; (xxii) those claims for breach of duty and/or the implied covenant of good faith and fair

dealing; (xxiii) those claims for interference with and/or breach of contract (express or implied, in fact or in law, oral or written), concealment, and/or promise without intent to perform; (xxiv) those claims arising under or in reliance upon any statute, regulation or ordinance (local, state, or federal); (xxv) those claims arising under California public policy including, but not limited to any policies articulated in Cal. Labor Code §§ 90.5 *et seq.* and/or 920 *et seq.*; (xxvi) those claims arising under Industrial Welfare Commission Order 4. (xxvii) those claims arising under the Fair Credit Report Act, 15 U.S.C. § 1681 *et seq.*, and the Investigative Consumer Reporting Agency Act, Cal. Civ. Code § 1786.10 *et seq.*, and (xxviii) any and all other claims which Plaintiff ever had, now has, or may or might in the future have arising by reason of or in any way connected with any employment relationship which may have existed prior to or on the date on the date of Execution of this Agreement.

III

Plaintiff further acknowledges and covenants that, in consideration for the agreements and commitments set forth in Paragraph I hereof, Plaintiff has knowingly relinquished, waived and forever released any and all damages and remedies which might otherwise be available to Plaintiff, including, without limitation, claims for contract or tort damages of any type, claims for legal or equitable relief under either federal or state statutory and common law, claims for backpay, reinstatement and recovery of attorneys' fees and/or costs, and the right to be a member in any class in any lawsuit or administrative action arising out of Plaintiff's employment with Allied Universal. The parties further acknowledge and agree that, except as expressly set forth in Paragraph I above, each party to this Agreement will bear their own costs and attorney's fees. Plaintiff further warrants that as of the time of execution of this Agreement, Plaintiff has not assigned or transferred any claims of any nature that

Plaintiff would otherwise have against the Releasees. Plaintiff acknowledges that nothing in this Agreement prevents Plaintiff from filing a charge or complaint with the Equal Employment Opportunity Commission ("EEOC"), National Labor Relations Board ("NLRB"), Occupational Health and Safety Administration ("OSHA"), or another state or federal agency (hereinafter "Government Agency") or cooperating in any investigation or proceeding conducted by such a Government Agency. However, Plaintiff understands and agrees that, if Plaintiff files a charge or complaint with such a Government Agency, or if the Government Agency independently pursues any relief on behalf of Plaintiff, Plaintiff is, to the extent permissible by law, hereby waiving Plaintiff's right to recover monetary damages or injunctive relief specific to Plaintiff. Notwithstanding any other provision contained herein, nothing in this Agreement shall limit Plaintiff's ability to accept any reward or incentive pursuant to a government-administered whistleblower program. Moreover, nothing in this Agreement shall be construed as a waiver of any right which, by law, cannot be waived.

IV

Plaintiff further understands and agrees that as a condition of this Agreement, in connection with the general release set forth above in Paragraph II, Plaintiff waives any rights Plaintiff may have under Section 1542 of the Civil Code of the State of California. That Section reads as follows:

"§ 1542. [Certain claims not affected by general release.] A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Notwithstanding the provision of Section 1542, and for the purpose of implementing a

full and complete release and discharge of the Releasees, and each of them, Plaintiff expressly acknowledges that this Agreement is intended to include and does include in its effect, without limitation, all claims which Plaintiff does not know or suspect to exist in Plaintiff's favor against any of the Releasees at the time of Plaintiff's execution hereof, and that this Agreement expressly contemplates the extinguishment of all such claims.

V

Plaintiff further acknowledges and covenants not to sue the Releasees, or to participate or aid in any way in any suit or proceeding or to execute, seek to impose, collect or recover upon, or otherwise enforce or accept any judgment, decision, award, warrant or attachment upon any claim released by Plaintiff herein. Plaintiff also acknowledges and covenants that Plaintiff understands that after signing this Agreement, Plaintiff cannot proceed against any person or party mentioned in it with respect to or on account of any of the matters referred to in it. Plaintiff further agrees that Plaintiff will take whatever steps are necessary to ensure that the LAWSUITS are dismissed with prejudice, including but not limited to executing a Stipulation and/or Request for Dismissal and returning it to Allied Universal's counsel for filing with the Court.

VI

The amounts paid in connection with the provisions of Paragraph I, above, shall be reported to the Internal Revenue Service in accordance with applicable statutes and regulations. With respect to the amounts paid directly to Plaintiff, the amounts subject to tax withholdings shall be reported on a Form W-2 issued to Plaintiff at year-end, and the amounts not subject to tax withholdings shall be reported on a Form 1099-MISC issued to Plaintiff at year-end. With respect to the amount paid to Hawkins, that payment shall be reported on a Form 1099-MISC issued to Hawkins at year end and on the aforementioned Form 1099-

MISC. Plaintiff and Hawkins shall each be responsible for the payment of any local, state, and/or federal taxes which may be attributable to the payments described above and shall indemnify and hold Allied Universal harmless from such tax consequences, including interest and/or penalties, arising out of the payments described in Paragraph I above. The parties acknowledge that no representations have been or are made herein by or to any signatory to this Agreement regarding the tax consequences of this Agreement.

VII

To the fullest extent permitted by law, Plaintiff and Plaintiff's counsel do further covenant that they shall make no disclosure of any kind concerning this Agreement and the sums paid as consideration hereof to any person, persons or organization other than a spouse, to a court in the event of an alleged breach, or as required by a court of law (*e.g.*, by virtue of a validly issued subpoena), or to their attorney, accountant or tax advisor, and then only to the extent necessary to prepare the federal, state or local tax returns or other documents required by law to be filed. Plaintiff does further agree that if Plaintiff is asked about Plaintiff's claims or about this Agreement, Plaintiff will state "The case is over." Additionally, nothing in this Agreement prevents Plaintiff from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct Plaintiff has reason to believe is unlawful.

VIII

Plaintiff and Plaintiff's counsel agree and covenant that they will not directly or indirectly, orally or in writing, defame Allied Universal and/or any of its services, employees (current and former), officers, directors, members, representatives, agents and/or attorneys in any way or interfere in any way with their relationships with their customers, employees, family

and/or friends. Plaintiff further agrees not to solicit or encourage any individual to bring a claim against Releasees. Additionally, nothing in this Agreement prevents Plaintiff from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct Plaintiff has reason to believe is unlawful and/or from engaging in any other conduct protected by the National Labor Relations Act.

IX

Notwithstanding the provisions of Paragraphs III, VII and VIII, above, or any other language in this Agreement, nothing in this Agreement is intended to or shall prevent, impede or interfere with Plaintiff's non-waivable right, without prior notice to Allied Universal, to provide information to the government, participate in investigations, file a complaint, testify in proceedings regarding Allied Universal's past or future conduct, or engage in any future activities protected under federal, state or local law, including whistleblower statutes, or to receive and fully retain a monetary award from a government-administered whistleblower award program for providing information directly to a Government Agency. Solely in connection with such reporting, or in connection with a charge, complaint or investigation as contemplated in Paragraph III, above, Plaintiff may disclose confidential information, in confidence, to a Government Agency or to an attorney to address possible violations of law; however, any disclosure of confidential information must be in good faith and effectuated in a manner that prevents the dissemination of confidential information beyond those persons necessary to make the report or filing, such as filing the confidential information under seal and otherwise preventing it from being publicly disclosed. While Plaintiff is encouraged to bring any such possible violation to the attention of Allied Universal, Plaintiff does not need

the prior authorization of Allied Universal to make any such reports or disclosures to these entities. To the extent Plaintiff chooses to report a possible violation directly to Allied Universal, that report should be made to an appropriate member of management or the Human Resources Department. Allied Universal employees have the right to engage in legally protected activity.

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XV

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XVI

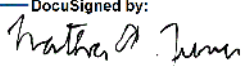
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Dated: 11/22/2023

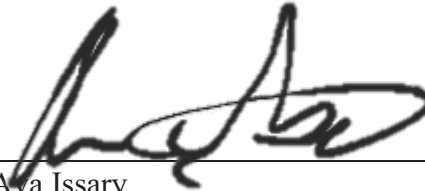
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Plaintiff

Nathan Allen Turner

Dated: 11/22/2023



Ava Issary

Attorney for Plaintiff Nathan Allen Turner

Dated: 11/30/2023

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Deborah Pecci

Executive Vice President, Global Employment and
Litigation Counsel for and on behalf of Allied
Universal