

1 **CLASS ACTION AND PAGA SETTLEMENT**

2 **AGREEMENT AND CLASS NOTICE**

3 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between
4 plaintiff Edgar Rios (“Plaintiff”) and defendant Loomis Armored US, LLC (“Defendant” or
5 “Loomis”). The Agreement refers to Plaintiff and Loomis collectively as “Parties,” or individually
6 as “Party.”

7 **1. DEFINITIONS.**

8 In addition to other terms defined in this Agreement, the terms below have the following
9 meaning in this Agreement:

- 10 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
11 Defendant captioned *Edgar Rios v. Loomis Armored US, LLC*, Case No.
12 23STCV13473 initiated on June 12, 2023 and pending in Superior Court of the State
13 of California, County of Los Angeles.
- 14 1.2. “Administrator” means Simpluris, Inc., the neutral entity the Parties have agreed to
15 appoint to administer the Settlement.
- 16 1.3. “Administration Expenses Payment” means the amount the Administrator will be
17 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses
18 in accordance with the Administrator’s “not to exceed” bid submitted to the Court in
19 connection with Preliminary Approval of the Settlement.
- 20 1.4. “Aggrieved Employee” means all hourly non-exempt employees employed by
21 Defendant in California at any time during the PAGA Period.
- 22 1.5. “Class” means all hourly non-exempt employees employed by Defendant in
23 California at any time during the Class Period.
- 24 1.6. “Class Counsel” means Michael Nourmand and James A. De Sario with The
25 Nourmand Law Firm, APC.
- 26 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
27 mean the amounts allocated to Class Counsel for reimbursement of reasonable
28 attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces through Accurant or similar service, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from June 12, 2019 to a date where the total workweeks reaches 200,000 workweeks.
- 1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Los Angeles.
- 1.16. “Defendant” means named Defendant Loomis Armored US, LLC.
- 1.17. “Defense Counsel” means Rachael Lavi and Michael Nelson of Littler Mendelson, P.C.
- 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and

(b) the Judgment is final and no longer appealable. The Judgment is final as of the latest of the following occurrences: (a) the day after the last date by which a notice of appeal, writ or other appellate proceeding to the applicable Court of Appeal of the order and judgment approving this Settlement may be timely filed and none is filed (i.e., 61 days from the date of entry of the Judgment); (b) if an appeal, writ, or other appellate proceeding is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the order and Judgment, the day after the last date for filing a request for further review of the order and Judgment approving this Settlement passes, and no further review is requested; or (c) if an appeal, writ, or other appellate proceeding is filed and the Judgment is affirmed and further review of the Judgment is requested, the day after the review is finally resolved and the Judgment approving the Settlement is affirmed.

1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. "Gross Settlement Amount" means Two Million Nine Hundred Thousand Dollars (\$2,900,000) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of

the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. “Non-Participating Class Member” means any Class Member who opts out of the Class Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.31. “PAGA Period” means the period from June 9, 2022 to the date when the total workweeks reaches 200,000 workweeks.

1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.33. “PAGA Notice” means Plaintiff’s June 9, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties in the amount of Twenty Thousand Dollars (\$20,000) to be paid from the Gross Settlement Amount,

allocated 25% to the Aggrieved Employees (\$5,000) and 75% to the LWDA (\$15,000) in settlement of PAGA claims.

1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. “Plaintiff” means Edgar Rios, the named plaintiff in the Action.

1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.38. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.39. “Released Class Claims” means all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, for unpaid wages (including premiums) or other compensation allegedly owed, or for damages, penalties, restitution, interest, liquidated damages, attorneys’ fees, or costs, or any other recovery including under the California Labor Code and corresponding provisions of Wage Orders, for failure to pay overtime, failure to pay minimum wages, failure to provide meal periods, failure to provide rest periods, failure to pay all wages upon termination, failure to provide accurate wage statements, and unfair competition based on the alleged Labor Code claims, including claims under Labor Code sections 200-204, 210, 218, 218.5, 226, 226.3, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 2699, Business and Professions Code sections 17200-17208, and all other applicable California regulations and IWC Wage Orders, that accrued at any time during the Class Period. Except as set forth in Plaintiff’s Release, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

1.40. “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative

Complaint and/or the PAGA Notice including Labor Code sections 200-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 2699, and all other applicable California regulations and IWC Wage Orders, that accrued at any time during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

1.41. "Released Parties" means: Loomis Armored US, LLC and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. "Response Deadline" means forty-five (45) calendar days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom a Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.44. "Settlement" means the disposition of the Action and all related claims affected by this Agreement and the Judgment.

1.45. "Workweek" means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

2.1. On June 12, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for failure to pay overtime, failure to pay minimum wages, failure to provide meal periods, failure to provide rest periods, failure to pay all wages upon termination, failure to provide accurate wage

statements, and unfair competition. On September 14, 2023, Plaintiff filed a First Amended Complaint adding an additional cause of action for civil penalties under the Private Attorneys General Act, Labor Code section 2699 *et seq.* The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”)

2.2. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.3. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.4. On April 29, 2024, the Parties participated in an all-day mediation presided over by Michael Dickstein a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action through continued negotiations and a mediators proposal.

2.5. Prior to mediation, Plaintiff obtained documents and information to investigate the claims such that Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.6. The Court has not granted class certification.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as provided in Paragraph 9 below, Defendant promises to pay \$2,900,000 and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount

without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To Plaintiff: Class Representative Service Payment to the Class

Representative of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment. Any denial or modification of the Class Representative Service Payment by the Court to the requested amount of the Class Representative Service Payment will not invalidate this Settlement, and is not grounds for appeal.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3), which is currently estimated to be \$966,666.67, and a Class Counsel Litigation Expenses Payment of not more than \$30,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel

1 Fees Payment and Class Litigation Expenses Payment or as part of the Motion
2 for Final Approval, no later than 16 court days prior to the Final Approval
3 Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class
4 Counsel Litigation Expenses Payment less than the amounts requested, the
5 Administrator will allocate the remainder to the Net Settlement Amount.
6 Released Parties shall have no liability to Class Counsel or any other
7 Plaintiff's Counsel arising from any claim to any portion any Class Counsel
8 Fee Payment and/or Class Counsel Litigation Expenses Payment. The
9 Administrator will pay the Class Counsel Fees Payment and Class Counsel
10 Expenses Payment using one or more IRS 1099 Forms. Class Counsel
11 assumes full responsibility and liability for taxes owed on the Class Counsel
12 Fees Payment and the Class Counsel Litigation Expenses Payment and holds
13 Defendant harmless, and indemnifies Defendant, from any dispute or
14 controversy regarding any division or sharing of any of these Payments. Any
15 denial or modification of the Class Counsel Fee Payment and/or Class
16 Counsel Litigation Expenses Payment by the Court to the requested amount of
17 the Class Counsel Fee Payment and/or Class Counsel Litigation Expenses
18 Payment will not invalidate this Settlement, and is not grounds for appeal.

19 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
20 \$19,500 except for a showing of good cause and as approved by the Court.
21 To the extent the Administration Expenses are less or the Court approves
22 payment less than \$19,500, the Administrator will retain the remainder in the
23 Net Settlement Amount.

24 3.2.4. To Each Participating Class Member: An Individual Class Payment
25 calculated by (a) dividing the Net Settlement Amount by the total number of
26 Workweeks worked by all Participating Class Members during the Class
27 Period and (b) multiplying the result by each Participating Class Member's
28 Workweeks.

1 3.2.4.1. Tax Allocation of Individual Class Payments. Thirty percent (30%) of
2 each Participating Class Member's Individual Class Payment will be
3 allocated to settlement of wage claims (the "Wage Portion"). The
4 Wage Portions are subject to tax withholding and will be reported on
5 an IRS W-2 Form. The remaining seventy percent (70%) of each
6 Participating Class Member's Individual Class Payment will be
7 allocated to settlement of claims for non-wages, interest, and penalties
8 (the "Non-Wage Portion"). The Non-Wage Portions are not subject to
9 wage withholdings and will be reported on IRS 1099 Forms.

10 Participating Class Members assume full responsibility and liability
11 for any employee taxes owed on their Individual Class Payment.

12 3.2.4.2. Effect of Non-Participating Class Members on Calculation of
13 Individual Class Payments. Non-Participating Class Members will not
14 receive any Individual Class Payments. The Administrator will retain
15 amounts equal to their Individual Class Payments in the Net
16 Settlement Amount for distribution to Participating Class Members on
17 a pro rata basis.

18 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
19 \$20,000 to be paid from the Gross Settlement Amount, with 75% (\$15,000)
20 allocated to the LWDA PAGA Payment and 25% (\$5,000) allocated to the
21 Individual PAGA Payments.

22 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by
23 (a) dividing the amount of the Aggrieved Employees' 25% share of
24 PAGA Penalties by the total number of PAGA Period Pay Periods
25 worked by all Aggrieved Employees during the PAGA Period and (b)
26 multiplying the result by each Aggrieved Employee's PAGA Period
27 Pay Periods. Aggrieved Employees assume full responsibility and
28 liability for any taxes owed on their Individual PAGA Payment. The

PAGA Payment will be characterized as 100% penalties.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented there are approximately 3,200 Class Members who collectively worked a total of 200,000 Workweeks.
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual

1 Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the
2 Administration Expenses Payment, the Class Counsel Fees Payment, the Class
3 Counsel Litigation Expenses Payment, and the Class Representative Service
4 Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel
5 Litigation Expenses Payment and the Class Representative Service Payment shall not
6 precede disbursement of Individual Class Payments and Individual PAGA Payments.

7 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
8 Individual PAGA Payments and send them to the Class Members via First
9 Class U.S. Mail, postage prepaid. The face of each check shall prominently
10 state the date (which is 180 days after the date of mailing) when the check will
11 be voided. The Administrator will cancel all checks not cashed by the void
12 date. The Administrator will send checks for Individual Class Payments to all
13 Participating Class Members. The Administrator will send checks for
14 Individual PAGA Payments to all Aggrieved Employees including Non-
15 Participating Class Members who qualify as Aggrieved Employees. The
16 Administrator may send Participating Class Members a single check
17 combining the Individual Class Payment and the Individual PAGA Payment.
18 Before mailing any checks, the Settlement Administrator must update the
19 recipients' mailing addresses using the National Change of Address Database.

20 4.4.2. The Administrator must conduct a Class Member Address Search for all other
21 Class Members whose checks are returned undelivered without USPS
22 forwarding address. Within 7 days of receiving a returned check the
23 Administrator must re-mail checks to the USPS forwarding address provided
24 or to an address ascertained through the Class Member Address Search. The
25 Administrator need not take further steps to deliver checks to Class Members
26 whose re-mailed checks are returned as undelivered. The Administrator shall
27 promptly send a replacement check to any Class Member whose original
28

check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member and/or Aggrieved Employee and their social security number thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, Aggrieved Employees, and the State of California will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff and all persons purporting to act on Plaintiff's behalf or purporting to assert a claim under or through him shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties of and from any and all claims, known or unknown, asserted and unasserted, that he has or may have had against Defendant or any of the other Released Parties from the beginning of time through the date Plaintiff signs the Settlement Agreement, including, but not limited to, any claims concerning Plaintiff's employment and/or the termination of his employment with Defendant, any claims based on the California Labor Code (including for wages, bonuses, severance pay, employment benefits, stock options), violation of any personnel policy, any claims based on discrimination, harassment, unlawful retaliation, violation of public policy,

wrongful termination, or damages of any kind whatsoever, arising out of any common law torts, contracts, express or implied, any covenant of good faith and fair dealing, any theory of wrongful discharge, any theory of negligence, any theory of retaliation, any legal restriction on any affiliated entity's right to terminate the employment relationship, or any federal, state, local, or other governmental statute, executive order, regulation or ordinance, or common law, or any other basis whatsoever, to the fullest extent provided by law, including but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on the facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or alleged during the Action and released under 6.2, below. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

1 Plaintiff understands that Section 1542 gives the right not to release existing
2 claims of which he is not now aware, unless Plaintiff voluntarily chooses to
3 waive this right. Having been so apprised, Plaintiff nevertheless voluntarily
4 waives the rights described in Section 1542 and elects to assume all risks for
5 claims that now exist in his favor, known or unknown.

6 5.2. Release of Class Claims by Participating Class Members: All Participating Class
7 Members, on behalf of themselves and their respective former and present
8 representatives, agents, attorneys, heirs, administrators, successors, and assigns,
9 release Released Parties from the Released Class Claims.

10 5.3. Release of PAGA Claims by Aggrieved Employees: All Aggrieved Employees, the
11 LWDA, and the State of California, are deemed to release, on behalf of themselves
12 and their respective former and present representatives, agents, attorneys, heirs,
13 administrators, successors, and assigns, the Released Parties from the Released
14 PAGA Claims.

15 The express purpose of this Settlement and the Judgment to be entered by the
16 Court following approval of this settlement is to forever bar Plaintiff, the LWDA, and
17 any other individual or entity acting on behalf of or purporting to act on behalf of the
18 LWDA (including all Aggrieved Employees) from asserting any of the Released
19 PAGA Claims in any future litigation. It is the intent of the Parties that, to the greatest
20 extent provided by law, including under the holding of *Arias v. Superior Court*, 46
21 Cal. 4th 969, 986 (2009), the ability of Plaintiff, the State of California or any
22 Aggrieved Employee to bring a PAGA claim of the Released PAGA Claims on
23 behalf of the LWDA is completely and forever foreclosed. All Aggrieved Employees
24 will be bound by the settlement of the PAGA claims being released herein, upon its
25 approval by the Court, regardless of whether he or she negotiates (i.e. cashes or
26 deposits) his or her settlement check. Any Party to this Agreement may use the
27 Settlement to assert that this Settlement and the Judgment to be entered by the Court
28 following approval by this Settlement bars any later-filed action asserting any of the

Released PAGA Claims against any of the Released Parties at any time during the PAGA Period.

6. **MOTION FOR PRELIMINARY APPROVAL.** Class Counsel will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s procedures and instructions.

6.1. Plaintiff’s Responsibilities. Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including: (i) the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) the proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. Plaintiff’s counsel will provide a PDF copy of the Motion documents to Defense counsel for review prior to filing.

1 6.2. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing
2 and filing the Motion for Preliminary Approval no later than 30 days after the full
3 execution of this Agreement; obtaining a prompt hearing date for the Motion for
4 Preliminary Approval; and for appearing in Court to advocate in favor of the Motion
5 for Preliminary Approval. Class Counsel is responsible for delivering the Court's
6 Preliminary Approval to the Administrator.

7 6.3. Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions
8 Preliminary Approval on any material change to this Agreement, Class Counsel and
9 Defense Counsel will expeditiously work together on behalf of the Parties by meeting
10 in person or by telephone, and in good faith, to modify the Agreement and otherwise
11 satisfy the Court's concerns.

12 7. SETTLEMENT ADMINISTRATION.

13 7.1. Selection of Administrator. The Parties have jointly selected Simpluris, Inc. to serve
14 as the Administrator and verified that, as a condition of appointment, Simpluris, Inc.
15 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties
16 specified in this Agreement in exchange for payment of Administration Expenses.
17 The Parties and their Counsel represent that they have no interest or relationship,
18 financial or otherwise, with the Administrator other than a professional relationship
19 arising out of prior experiences administering settlements.

20 7.2. Employer Identification Number. The Administrator shall have and use its own
21 Employer Identification Number for purposes of calculating payroll tax withholdings
22 and providing reports state and federal tax authorities.

23 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
24 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
25 Regulation section 468B-1.

26 7.4. Notice to Class Members.

27 7.4.1. No later than three (3) business days after receipt of the Class Data, the
28 Administrator shall notify Class Counsel that the list has been received and

1 state the number of Class Members, PAGA Members, Workweeks, and Pay
2 Periods in the Class Data.

3 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
4 days after receiving the Class Data, the Administrator will send to all Class
5 Members identified in the Class Data, via first-class United States Postal
6 Service (“USPS”) mail, the Class Notice substantially in the form attached to
7 this Agreement as Exhibit A. The first page of the Class Notice shall
8 prominently estimate the dollar amounts of any Individual Class Payment
9 and/or Individual PAGA Payment payable to the Class Member, and the
10 number of Workweeks and PAGA Pay Periods (if applicable) used to
11 calculate these amounts. Before mailing Class Notices, the Administrator
12 shall update Class Member addresses using the National Change of Address
13 database.

14 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class
15 Notice returned by the USPS as undelivered, the Administrator shall re-mail
16 the Class Notice using any forwarding address provided by the USPS. If the
17 USPS does not provide a forwarding address, the Administrator shall conduct
18 a Class Member Address Search, and re-mail the Class Notice to the most
19 current address obtained. The Administrator has no obligation to make further
20 attempts to locate or send Class Notice to Class Members whose Class Notice
21 is returned by the USPS a second time.

22 7.4.4. The deadlines for Class Members’ written objections, Challenges to
23 Workweeks and/or Pay Periods, and Requests for Exclusion will be extended
24 an additional 14 days beyond the Response Deadline provided in the Class
25 Notice for all Class Members whose notice is re-mailed. The Administrator
26 will inform the Class Member of the extended deadline with the re-mailed
27 Class Notice.
28

1 7.4.5. If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
2 discovers any persons who believe they should have been included in the
3 Class Data and should have received Class Notice, the Parties will
4 expeditiously meet and confer in person or by telephone, and in good faith, in
5 an effort to agree on whether to include them as Class Members. If the Parties
6 agree, such persons will be Class Members entitled to the same rights as other
7 Class Members, and the Administrator will send, via email or overnight
8 delivery, a Class Notice requiring them to exercise options under this
9 Agreement not later than 14 days after receipt of Class Notice, or the deadline
10 dates in the Class Notice, which ever are later.

11 7.5. Requests for Exclusion (Opt-Outs).

12 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class
13 Settlement must send the Administrator, by fax, email, or mail, a signed
14 written Request for Exclusion not later than the Response Deadline (plus an
15 additional 14 days for Class Members whose Class Notice is re-mailed). A
16 Request for Exclusion is a letter from a Class Member or his/her
17 representative that reasonably communicates the Class Member's election to
18 be excluded from the Settlement and includes the Class Member's name,
19 address and email address or telephone number. To be valid, a Request for
20 Exclusion must be timely faxed, emailed, or postmarked by the Response
21 Deadline.

22 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because
23 it fails to contain all the information specified in the Class Notice. The
24 Administrator shall accept any Request for Exclusion as valid if the
25 Administrator can reasonably ascertain the identity of the person as a Class
26 Member and the Class Member's desire to be excluded. The Administrator's
27 determination shall be final and not appealable or otherwise susceptible to
28 challenge. If the Administrator has reason to question the authenticity of a

Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The

Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7. Objections to Settlement.

7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement.

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed). If the Participating Class Member elects to fax, email or mail a written objection to the Administrator, the Administrator shall email a copy of the objection, forthwith but in no event later than 3 business days from the date of receipt, to Class Counsel and Defense Counsel. Class Counsel shall lodge a copy of the objection with the Court.

7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

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

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of

1 interest to Class Members including the date, time and location for the Final
2 Approval Hearing and copies of the Settlement Agreement, Motion for
3 Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion
4 for Final Approval and request for Class Counsel Fees Payment, Class
5 Counsel Litigation Expenses Payment and Class Representative Service
6 Payment, the Final Approval and the Judgment. The Administrator will also
7 maintain and monitor an email address and a toll-free telephone number to
8 receive Class Member calls, faxes and emails.

9 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
10 promptly review on a rolling basis Requests for Exclusion to ascertain their
11 validity. Not later than 7 days after the expiration of the deadline for
12 submitting Requests for Exclusion, the Administrator shall email a list to
13 Class Counsel and Defense Counsel containing (a) the names and other
14 identifying information of Class Members who have timely submitted valid
15 Requests for Exclusion (“Exclusion List”); (b) the names and other identifying
16 information of Class Members who have submitted invalid Requests for
17 Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted
18 (whether valid or invalid).

19 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
20 reports via email to Class Counsel and Defense Counsel that, among other
21 things, tally the number of: Class Notices mailed or re-mailed, Class Notices
22 returned undelivered, Requests for Exclusion (whether valid or invalid)
23 received, objections received, challenges to Workweeks and/or Pay Periods
24 received and/or resolved, and checks mailed for Individual Class Payments
25 and Individual PAGA Payments (“Weekly Report”). The Weekly Reports
26 must include the Administrator’s assessment of the validity of Requests for
27 Exclusion and attach copies of all Requests for Exclusion and objections
28 received.

1 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the
2 authority to address and make final decisions consistent with the terms of this
3 Agreement on all Class Member challenges over the calculation of
4 Workweeks and/or Pay Periods. The Administrator's decision shall be final
5 and not appealable or otherwise susceptible to challenge.

6 7.8.5. Administrator's Declaration. Not later than 7 days before the date by which
7 Plaintiff is required to file the Motion for Final Approval of the Settlement,
8 the Administrator will provide to Class Counsel and Defense Counsel, a
9 signed declaration suitable for filing in Court attesting to its due diligence and
10 compliance with all of its obligations under this Agreement, including, but not
11 limited to, its mailing of Class Notice, the Class Notices returned as
12 undelivered, the re-mailing of Class Notices, attempts to locate Class
13 Members, the total number of Requests for Exclusion from Settlement it
14 received (both valid or invalid), the number of written objections and attach
15 the Exclusion List. The Administrator will supplement its declaration as
16 needed or requested by the Parties and/or the Court. Class Counsel is
17 responsible for filing the Administrator's declaration(s) in Court.

18 7.8.6. Final Report by Settlement Administrator. Within 10 days after the
19 Administrator disburses all funds in the Gross Settlement Amount, the
20 Administrator will provide Class Counsel and Defense Counsel with a final
21 report detailing its disbursements by employee identification number only of
22 all payments made under this Agreement. At least 7 days before any deadline
23 set by the Court, the Administrator will prepare, and submit to Class Counsel
24 and Defense Counsel, a signed declaration suitable for filing in Court attesting
25 to its disbursement of all payments required under this Agreement. Class
26 Counsel is responsible for filing the Administrator's declaration in Court. If a
27 second declaration attesting to the distribution of uncashed checks is required,
28 the Administrator shall provide this second declaration at least 7 days before

any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

8. **DEFENDANT’S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

9. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff’s counsel will provide a PDF copy of the Motion documents to Defense counsel for review prior to filing.

9.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees

1 Payment, Class Counsel Litigation Expenses Payment and/or Administration
2 Expenses Payment shall not constitute a material modification to the Agreement
3 within the meaning of this paragraph.

4 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,
5 the Court will retain jurisdiction over the Parties, Action, and the Settlement under
6 Code of Civil Procedure section 664.6 solely for purposes of (i) enforcing this
7 Agreement and/or Judgment, (ii) addressing settlement administration matters, and
8 (iii) addressing such post-Judgment matters as are permitted by law.

9 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
10 conditions of this Agreement, the Parties, their respective counsel, and all
11 Participating Class Members who did not object to the Settlement as provided in this
12 Agreement, waive all rights to appeal from the Judgment, including all rights to post-
13 judgment and appellate proceedings, the right to file motions to vacate judgment,
14 motions for new trial, extraordinary writs, and appeals. The waiver of appeal does
15 not include any waiver of the right to oppose such motions, writs or appeals. If an
16 objector appeals the Judgment, the Parties' obligations to perform under this
17 Agreement will be suspended until such time as the appeal is finally resolved and the
18 Judgment becomes final, except as to matters that do not affect the amount of the Net
19 Settlement Amount.

20 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
21 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires
22 a material modification of this Agreement (including, but not limited to, the scope of
23 release to be granted by Class Members), this Agreement shall be null and void. The
24 Parties shall nevertheless expeditiously work together in good faith to address the
25 appellate court's concerns and to obtain Final Approval and entry of Judgment, on an
26 equal basis, any additional Administration Expenses reasonably incurred at the time
27 of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of
28 the Class Representative Service Payment or any payments to Class Counsel shall not

constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

9.6. This Agreement is contingent upon an order by the Court granting Final Approval of the Settlement as agreed upon with respect to all material terms, that the LWDA does not intervene and/or object to the Settlement and that this Agreement becomes Effective, as defined in Paragraph 1.18, above. Material terms include the definition of Aggrieved Employee (Paragraph 1.4), the definition of Class (Paragraph 1.5), the definition of Class Period (Paragraph 1.12), the definition of Effective Date (Paragraph 1.18), the definition of Gross Settlement Amount (Paragraph 3.1), the definition of PAGA Period (Paragraph 1.31), the definition of Released Class Claims (Paragraphs 1.39 and 5.2), the definition of Released PAGA Claims (Paragraphs 1.40 and 5.3), the definition of Released Parties (Paragraph 1.41), and Plaintiff's Release (Paragraph 5.1). In the event it becomes impossible to secure approval of the Settlement by the Court and the LWDA or the Agreement does not become Effective as to the material terms herein, the Parties shall be restored to their respective positions in the Action prior to entry of this Settlement. If this Settlement Agreement is voided, not approved by the Court or approval is reversed on appeal, it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a) the Court reserves any authority to issue any appropriate orders when denying approval; and/or (b) there are any terms and conditions in this Settlement Agreement specifically stated to survive the Settlement Agreement being voided or not approved, and which control in such an event.

10. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly

disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the

filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

11.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 1 11.7. No Prior Assignments. The Parties separately represent and warrant that they have
2 not directly or indirectly assigned, transferred, encumbered, or purported to assign,
3 transfer, or encumber to any person or entity and portion of any liability, claim,
4 demand, action, cause of action, or right released and discharged by the Party in this
5 Settlement.
- 6 11.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
7 providing any advice regarding taxes or taxability, nor shall anything in this
8 Settlement be relied upon as such within the meaning of United States Treasury
9 Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
11 modified, changed, or waived only by an express written instrument signed by all
12 Parties or their representatives, and approved by the Court.
- 13 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure
14 to the benefit of, the successors of each of the Parties.
- 15 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
16 governed by and interpreted according to the internal laws of the state of California,
17 without regard to conflict of law principles.
- 18 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
19 of this Agreement. This Agreement will not be construed against any Party on the
20 basis that the Party was the drafter or participated in the drafting.
- 21 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders
22 entered during Action and in this Agreement relating to the confidentiality of
23 information shall survive the execution of this Agreement.
- 24 11.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid.
25 Code §1152, and all copies and summaries of the Class Data provided to Class
26 Counsel by Defendant in connection with the mediation, other settlement
27 negotiations, or in connection with the Settlement, may be used only with respect to
28 this Settlement, and no other purpose, and may not be used in any way that violates

any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

11.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:
Michael Nourmand
James De Dario
The Nourmand Law Firm, APC
8822 West Olympic Boulevard
Beverly Hills, California 90211
Tel.: (310) 553-3600
Fax: (310) 553-3603
E-Mail:
mnourmand@nourmandlawfirm.com
jdesario@nourmandlawfirm.com

To Defendant:
Rachael Lavi
Littler Mendelson P.C.
rlavi@littler.com
2049 Century Park East, 5th Floor

Los Angeles, CA 90010
Tel.: (310) 553-0308
Fax: (213) 381-9989

Michael Nelson
Littler Mendelson P.C.
mwnelson@littler.com
1255 Treat Blvd., Suite 600
Walnut Creek, CA 94597
Tel.: (925) 949-2381
Fax: (925) 955-1609

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

11.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on April 29, 2024 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

SIGNATURE PAGE FOLLOWS

1
2 **12. EXECUTION BY PARTIES AND COUNSEL**

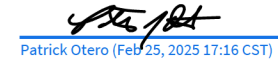
3 The Parties and their counsel hereby execute this Agreement.

4 Dated: 02/13/2025



Plaintiff Edgar Rios

5
6 Dated: 02/25/2024


Patrick Otero (Feb 25, 2025 17:16 CST)

Patrick Otero, EVP & CFO
For Defendant Loomis Armored US, LLC

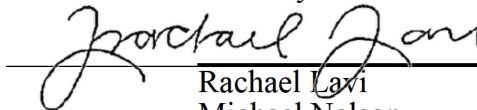
8
9 APPROVED AS TO FORM:

10 Dated: 02/14/2025



Michael Nourmand
James De Sario
The Nourmand Law Firm, APC
Attorney for Plaintiff

12
13 Dated: 02/26/2025



Rachael Cavi
Michael Nelson
Littler Mendelson P.C.
Attorneys for Defendant

14
15
16
17
18
19
20 4878-8445-0021.4 / 028378-1328