

BIBIYAN LAW GROUP, P.C.
Vedang J. Patel (SBN 328647)
vedang@tomorrowlaw.com
Keaton D. Mendoza (SBN 321172)
kmendoza@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024
Telephone: (310) 438-5555
Facsimile: (310) 300-1705

Attorneys for Plaintiff, DENNIS DESHAWN DAVIS,
on behalf of himself and of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

VICTOR RIMEY, an individual, and DENNIS
DESHAWN DAVIS, an individual, and on
behalf of all others similarly situated,

Plaintiffs,

v.

IRON MOUNTAIN SECURE SHREDDING,
INC., a Delaware corporation; IRON
MOUNTAIN INCORPORATED, a Delaware
corporation; IRON MOUNTAIN
INFORMATION MANAGEMENT
SERVICES, INC., a Delaware corporation;
IRON MOUNTAIN DATA CENTERS, LLC,
a Delaware limited liability company; IRON
MOUNTAIN DATA CENTERS SERVICES,
LLC, a Delaware limited liability company;
IRON MOUNTAIN INFORMATION
MANAGEMENT, LLC, a Delaware limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: STK-CV-UOE-2024-12333

[Assigned to the Hon. Hon. George J.
Abdallah in Department 10A]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT AND CERTIFYING
CLASS FOR SETTLEMENT PURPOSES
ONLY**

1 This Court, having considered the Motion of plaintiffs Victor Rimey and Dennis Deshawn
2 Davis (collectively “Plaintiffs”) for Preliminary Approval of Class and Representative Action
3 Settlement and Provisional Class Certification for Settlement Purposes Only (“Motion for
4 Preliminary Approval”), the Declarations of Vedang J. Patel, David D. Bibiyan, Jesenia Martinez,
5 Plaintiffs, and Sean Hartranft, the Joint Stipulation and Settlement Agreement of Class Action and
6 Representative Claims (“Settlement,” “Agreement” or “Settlement Agreement”), the proposed
7 Notice of Proposed Class Action Settlement and Date for Final Approval Hearing (“Class Notice”),
8 and other documents submitted in support of the Motion for Preliminary Approval, hereby
9 **ORDERS, ADJUDGES AND DECREES THAT:**

10 1. The definitions set out in the Settlement Agreement are incorporated by reference
11 into this Order; all terms defined therein shall have the same meaning in this Order.

12 2. The Court certifies the following settlement class (“Settlement Class” or “Settlement
13 Class Members”) for the purpose of settlement only: all non-exempt, hourly-paid employees of
14 Defendants Iron Mountain Secure Shredding, Inc.; Iron Mountain Incorporated; Iron Mountain
15 Information Management Services, Inc.; Iron Mountain Data Centers, LLC; Iron Mountain Data
16 Centers Services, LLC; and Iron Mountain Information Management, LLC (collectively
17 “Defendants”) who worked in California at any time from September 1, 2022 through the date of
18 Preliminary Approval or an earlier date pursuant to Defendants’ election under the escalator
19 provision in Paragraph 38(a) of Joint Stipulation and Settlement Agreement of Class Action and
20 Representative Claims.

21 3. The Court preliminarily appoints the named plaintiffs Victor Rimey and Dennis
22 Deshawn Davis (collectively “Plaintiffs”) as Class Representatives, and David D. Bibiyan and
23 Vedang J. Patel of Bibiyan Law Group, P.C., and Thiago Coelho, Jesenia Martinez, Lauren
24 Lendzion and Jesse Chen of Wilshire Law Firm as Class Counsel.

25 4. The Court preliminarily approves the proposed class settlement upon the terms and
26 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
27 settlement appears to be within the range of reasonableness of settlement that could ultimately be
28 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement

1 amount is fair, adequate, and reasonable as to all potential Settlement Class Members when balanced
2 against the probable outcome of further litigation relating to liability and damages issues. It further
3 appears that extensive and costly investigation and research has been conducted such that counsel
4 for the parties at this time are reasonably able to evaluate their respective positions. It further appears
5 to the Court that the settlement at this time will avoid substantial additional costs to all parties, as
6 well as the delay and risks that would be presented by the further prosecution of the Action. It further
7 appears that the settlement has been reached as the result of intensive, non-collusive and arms-length
8 negotiations utilizing an experienced third-party neutral.

9 5. The Court approves, as to form and content, the Class Notice that has been submitted
10 herewith.

11 6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
12 the Settlement Class Members in accordance with the procedures set forth in the Settlement
13 Agreement. The Court finds that dissemination of the Class Notice set forth in the Settlement
14 Agreement complies with the requirements of law and appears to be the best notice practicable under
15 the circumstances.

16 7. The Court hereby preliminarily approves the definition and disposition of the Gross
17 Settlement Amount of \$825,000.00, which is inclusive of: attorneys' fees of not more than (35%)
18 of the Gross Settlement Amount which, unless escalated pursuant to the Settlement Agreement,
19 amounts to \$288,750.00, in addition to actual costs incurred of up to \$60,000.00; service award of
20 up to \$10,000.00 to each Plaintiff, for a total of \$20,000.00 to Plaintiffs; costs of settlement
21 administration of no more than \$21,500.00 and Private Attorneys General Act of 2004 ("PAGA")
22 penalties in the amount of \$80,000.00, of which \$52,000.00 (65%) will be paid to the Labor and
23 Workforce Development Agency ("LWDA") and \$18,000.00 (35%) to "PAGA Employees,"
24 defined as all non-exempt, hourly-paid employees of Defendants Iron Mountain Secure Shredding,
25 Inc.; Iron Mountain Incorporated; Iron Mountain Information Management Services, Inc.; Iron
26 Mountain Data Centers, LLC; Iron Mountain Data Centers Services, LLC; and Iron Mountain
27 Information Management, LLC (Collectively "Defendants") who worked in California at any time
28 from June 4, 2023 through the date of Preliminary Approval or an earlier date pursuant to

1 Defendants' election under the escalator provision in Paragraph 38(a) of Joint Stipulation and
2 Settlement Agreement of Class Action and Representative Claims.

3 8. The Gross Settlement Amount expressly excludes Employer's Share of Payroll
4 Taxes, which will be paid separately and apart by Defendants on the wages portion of the Gross
5 Settlement Amount.

6 9. Settlement Class Member's "Workweek" means any week where a Settlement Class
7 Member performed work for Defendants in California.

8 10. Defendants represent that the total number of Workweeks worked by Settlement
9 Class Member s as of July 11, 2025, is approximately 120,000 Workweeks. If the total number of
10 Workweeks exceeds this total by 10% or more (*e.g.*, the Workweek count is greater than 132,000
11 Workweeks) for the Settlement Class Period, Defendants shall have the following options:

- 12 i. Pay the Escalator Amount, which is calculated by increasing the
13 Gross Settlement Amount proportionately for each additional
14 Workweek over 132,000 Workweeks (for example, if the Workweek
15 count is 11% higher than 120,000 Workweeks, *i.e.*, the Workweek
16 count is 133,200 Workweeks, the Escalator Amount will equal 1% of
17 the Gross Settlement Amount, *i.e.*, \$8,250); or
- 18 ii. Select an end date for the Settlement Class Period and PAGA Period
19 wherein the total number of Workweeks is less than or equal to
20 132,000 Workweeks.

21 11. The Court deems Apex Class Action LLC ("Apex" or "Settlement Administrator"),
22 the settlement administrator, and preliminarily approves payment of administrative costs, not to
23 exceed \$21,500.00 out of the Gross Settlement Amount for services to be rendered by Apex on
24 behalf of the settlement class.

25 12. Within thirty (30) calendar days after the Court grants Preliminary Approval of the
26 Settlement, Defendants shall provide to the Settlement Administrator a database containing the
27 following information ("Class Member List"): a) the full name, last known address, last known
28 telephone number, and full social security number of all Settlement Class Members; and b) The

1 information necessary to determine the estimated settlement allocation to each Settlement Class
2 Member and PAGA Employee, including without limitation, the total number of Workweeks
3 worked by each Settlement Class Member, and the total number of pay periods worked by each
4 PAGA Employee within the Settlement Periods.

5 13. The Settlement Administrator (along with any of its agents) shall represent and
6 warrant that it will: 1) provide reasonable and appropriate administrative, physical and technical
7 safeguards, including a reasonable security protocol, for any personally identifiable information
8 (“PII”), which it receives from Defendants’ Counsel and/or Settlement Class Counsel; 2) not
9 disclose the PII to third parties, including agents or subcontractors, without Defendants’ consent; 3)
10 not disclose or otherwise use the PII other than to carry out its duties as set forth herein; and 4)
11 promptly provide Defendants with notice if PII is subject to unauthorized access, use, disclosure,
12 modification, or destruction. The Settlement Administrator may provide notice to all Parties if the
13 PII is subject to unauthorized access, use, disclosure, modification or destruction; however, all
14 additional communications from the Settlement Administrator regarding the scope, circumstances,
15 and substance shall be communicated solely to Defendants.

16 14. The Settlement Administrator shall send a Notice to each Settlement Class Member
17 by first-class mail within fourteen (14) calendar days of receipt of the Class Member List. Prior to
18 mailing the Notice, the Settlement Administrator shall update the addresses of the Settlement Class
19 Members by reference to the National Change of Address Database maintained by the United States
20 Postal Service. If a Notice is returned as nondeliverable but with a forwarding address, the
21 Settlement Administrator shall resend the Notice to the forwarding address. If a Notice is returned
22 as nondeliverable with no forwarding address, the Settlement Administrator shall conduct an
23 advanced skip trace to locate the most current address of the person to whom the Notice was
24 addressed, and shall resend the Notice to any updated address within five (5) calendar days. Upon
25 completion of these steps, the Parties shall be deemed to have satisfied their obligations to provide
26 the Notice to the affected Settlement Class Members.

27 15. Each Settlement Class Member shall have forty-five (45) calendar days from the
28 mailing of the Notice within which to complete and postmark a written request for exclusion, for

1 return to the Settlement Administrator. The written request for exclusion must: 1) state the
2 Settlement Class Member's name, address, telephone number, and social security number or
3 employee identification number; 2) state the Settlement Class Member's intention to exclude
4 themselves from or opt-out of the Settlement (e.g. "I want to exclude myself from this settlement. I
5 also understand that I retain all rights to sue Defendants for the claims asserted in this lawsuit."); 3)
6 be addressed to the Settlement Administrator; 4) be signed by the Settlement Class Member or their
7 or his or her lawful representative; and 5) be postmarked no later than forty-five (45) calendar days
8 from the mailing of the Notice (or the fifteen (15) day extension referenced below for eligible
9 Settlement Class Members). No requests for exclusion shall be accepted if postmarked after the
10 forty-five (45) calendar day period for the filing of exclusions. Settlement Class Members whose
11 Notices are returned as undeliverable and who are sent a re-mailed Settlement Notice shall be given
12 an extension of fifteen (15) calendar days from their original deadline to postmark a request for
13 exclusion. Settlement Class Members are responsible for maintaining a photocopy of their request
14 for exclusion, reflecting that it was submitted in a timely manner. Any disputes regarding the
15 timeliness of a request for exclusion or whether a written communication constitutes a valid request
16 that cannot be resolved between the Parties shall be determined by the Court, whose determination
17 shall be final.

18 16. Any Settlement Class Member who validly excludes himself/herself/themselves
19 from this Settlement shall not be bound by this Settlement Agreement, except as to the PAGA
20 Employees who shall release their PAGA Claims in their entirety, and may not opt out of or object
21 to the PAGA release, and any Settlement Class Member who validly excludes
22 himself/herself/themselves shall not be entitled to any portion of the Net Settlement Amount.

23 17. If 10% of Settlement Class Members timely opt out of the Settlement by submitting
24 valid and timely requests for exclusion, Defendants shall have the sole and absolute discretion to
25 rescind/void the Settlement Agreement within fifteen (15) calendar days after receiving from the
26 Settlement Administrator the final list of requests for exclusion. Defendants agree to meet and confer
27 in good faith with Settlement Class Counsel before rescinding or voiding the Settlement Agreement.
28 In the event that Defendants elect to rescind/void the Settlement Agreement, Defendants shall

1 provide written notice of such rescission to Settlement Class Counsel. Such rescission shall have
2 the same effect as a termination of the Settlement Agreement for failure to satisfy a condition of
3 settlement, and the Settlement Agreement shall become null and void and have no further force or
4 effect. The Parties specifically agree not to solicit opt-outs, directly or indirectly, through any means.
5 In the event Defendants rescind the settlement, Defendants shall be solely responsible for any fees
6 and costs incurred by the Settlement Administrator.

7 18. Each Settlement Class Member shall have forty-five (45) calendar days from the mailing of
8 the Notice, or such number of days as the Court shall specify, within which to postmark an objection, for
9 return to the Settlement Administrator. Settlement Class Members whose Notices are returned as
10 undeliverable and who are sent a re-mailed Settlement Notice shall be given an extension of fifteen (15) days
11 from their original deadline to object to postmark an objection. Any Settlement Class Member, who does not
12 affirmatively opt-out of the Settlement by submitting a valid and timely request for exclusion, may object to
13 the approval of class action settlement (“Objecting Class Member”). Any Settlement Class Member who
14 makes a timely request for exclusion has waived their right to object. The Objecting Class Member shall
15 inform the Settlement Administrator in writing and (1) state the Objecting Class Member’s name, address,
16 telephone number, and social security number or employee identification number; (2) describe, in clear and
17 concise terms, the legal and factual arguments supporting the objection; (3) list identifying witness(es) the
18 objector may call to testify at the Final Approval Hearing; (4) provide true and correct copies of any exhibit(s)
19 the objector intends to offer at the Final Approval Hearing; (5) state whether the objection applies only to the
20 objector, to a specific subset of the Class, or to the entire Class; (6) be addressed to the Settlement
21 Administrator; (7) be signed by the Objecting Class Member or their or his or her lawful representative; and
22 (8) be postmarked no later than forty-five (45) calendar days from the mailing of the Notice (or the fifteen
23 (15) day extension referenced above for eligible Settlement Class Members). Regardless of whether a
24 Settlement Class Member timely submitted a written objection, a Settlement Class Member who wishes to
25 appear at the Final Approval Hearing and be heard orally in support of, or in opposition to the class action
26 settlement, may do so. Settlement Class Members shall have no right to object to the PAGA release or PAGA
27 Payment.

28 19. Any Settlement Class Member who fails to timely submit an objection shall be foreclosed

1 from making any objection to this Settlement or from filing an appeal of the Court's Final Order and
2 Judgment unless otherwise ordered by the Court.

3 20. Counsel for the Parties shall file any response to the objections submitted by Objecting Class
4 Members, if any, at least seven (7) calendar days before the date of the Final Approval Hearing.

5 21. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage
6 Settlement Class Members to submit written objections to the Settlement or to appeal from the Court's Final
7 Order and Judgment. Settlement Class Counsel shall not represent any Settlement Class Members with
8 respect to any such objections to this Settlement.

9 22. Within thirty (30) calendar days of the Effective Date, Defendants shall transfer to the
10 Settlement Administrator an amount equal to the Gross Settlement Amount and the Escalator Amount, if any,
11 plus the employer's share of payroll taxes. The delivery of these sums and the employer's share of payroll
12 taxes to the Settlement Administrator shall constitute full and complete discharge of the entire obligation of
13 Defendants under this Settlement. Once Defendants have made such payments, they will be deemed to have
14 satisfied all terms and conditions under this Settlement, shall be entitled to all protections afforded to
15 Defendants under this Settlement, and shall have no further obligations under the terms of the Settlement
16 regardless of what occurs with respect to those sums.

17 23. The Settlement embodied in this Stipulation of Settlement shall become effective
18 when all of the following events have occurred ("Effective Date"): (i) this Stipulation of Settlement
19 has been executed by Named Plaintiffs and Defendants; (ii) the Court has given preliminary
20 approval to the Settlement; (iii) the Notice has been sent to the Settlement Class Members, providing
21 them the opportunity to object to the Settlement, and the opportunity to opt out of the Settlement;
22 (iv) the Notice has been sent to the LWDA; (v) the Court has held a formal fairness hearing and
23 entered the Court's Final Order and Judgment; and (vi) the later of the following events: five (5)
24 calendar days after the period for filing any appeal, writ, or other appellate proceeding opposing the
25 Final Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having
26 been filed, *i.e.*, 65 days from the date the Court grants final approval and enters judgment, and notice
27 of entry of judgment is served; or, if any appeal, writ, or other appellate proceeding opposing final
28 approval has been filed within that timeframe; five (5) business days after any appeal, writ, or other

1 appellate proceedings opposing the Settlement has finally and conclusively dismissed with no right
2 to pursue further remedies or relief. If the Court declines to approve the Settlement, the entire
3 Stipulation of Settlement is deemed void and unenforceable as if no settlement of any claim was
4 ever reached. All negotiations, statements and proceedings and data relating thereto shall be
5 protected by California Evidence Code § 1152 and shall be without prejudice to the rights of any of
6 the Parties.

7 24. For any Settlement Class Member whose Individual Class Payment or Individual
8 PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit
9 the funds represented by such checks to the California State Controller's Office, Unclaimed Property
10 Division, in the name of the Settlement Class Member, thereby leaving no "unpaid residue" subject
11 to the requirements of California Code of Civil Procedure section 384, subd. (b).

12 25. All papers filed in support of final approval, including supporting documents for
13 attorneys' fees and costs, shall be filed by _____.

14 26. A Final Approval Hearing shall be held with the Court on _____
15 at ____:____.m in Department 10A of the above-entitled Court to determine: (1) whether the
16 proposed settlement is fair, reasonable and adequate, and should be finally approved by the Court;
17 (2) the amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of service
18 award to the Class Representative; (4) the amount to be paid to the Settlement Administrator; and
19 (5) the amount to be apportioned to PAGA and/or paid to the LWDA and PAGA Employees.

20 **IT IS SO ORDERED.**

21
22 Dated: _____

Judge of the Superior Court