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By DEPUTY

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**

Date: SEP 0 1 2026
Time: 9:00AM
Dept: 10A

JUN 18 2026

FILE BY FAX

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

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

2. The Court certifies the following settlement class ("Settlement Class" or "Settlement Class Members") for the purpose of settlement only: all persons who worked in California for defendants Iron Mountain Incorporated; Iron Mountain Information Management Services, Inc.; Iron Mountain Data Centers, LLC; Iron Mountain Data Centers Services, LLC; And Iron Mountain Information Management, LLC between September 1, 2022 and the date of Preliminary Approval or an earlier date pursuant to Defendants' election under the escalator provision in Paragraph 38(a) of Joint Stipulation and Settlement Agreement of Class Action and Representative Claims.

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

4. The Court preliminarily approves the proposed class settlement upon the terms and conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the settlement appears to be within the range of reasonableness of settlement that could ultimately be given final approval by the Court. It appears to the Court on a preliminary basis that the settlement amount is fair, adequate, and reasonable as to all potential Settlement Class Members when balanced against the probable outcome of further litigation relating to liability and damages issues. It further

appears that extensive and costly investigation and research has been conducted such that counsel for the parties at this time are reasonably able to evaluate their respective positions. It further appears to the Court that the settlement at this time will avoid substantial additional costs to all parties, as well as the delay and risks that would be presented by the further prosecution of the Action. It further appears that the settlement has been reached as the result of intensive, non-collusive and arms-length negotiations utilizing an experienced third-party neutral.

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

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

7. The Court hereby preliminarily approves the definition and disposition of the Gross Settlement Amount of $825,000.00, which is inclusive of: attorneys' fees of not more than (35%) of the Gross Settlement Amount which, unless escalated pursuant to the Settlement Agreement, amounts to $288,750.00, in addition to actual costs incurred of up to $60,000.00; service award of up to $10,000.00 to each Plaintiff, for a total of $20,000.00 to Plaintiffs; costs of settlement administration of no more than $21,500.00 and Private Attorneys General Act of 2004 ("PAGA") penalties in the amount of $80,000.00, of which $52,000.00 (65%) will be paid to the Labor and Workforce Development Agency ("LWDA") and $18,000.00 (35%) to "PAGA Employees," defined as the Settlement Class Members who worked at any time in California during the PAGA Period (the time period from June 4, 2023 to the date of preliminary approval, or an earlier date pursuant to Defendants' election under the escalator provision in Paragraph 38(a) of the Settlement agreement). .

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

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

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

i. Pay the Escalator Amount, which is calculated by increasing the Gross Settlement Amount proportionately for each additional Workweek over 132,000 Workweeks (for example, if the Workweek count is 11% higher than 120,000 Workweeks, *i.e.*, the Workweek count is 133,200 Workweeks, the Escalator Amount will equal 1% of the Gross Settlement Amount, *i.e.*, $8,250); or

ii. Select an end date for the Settlement Class Period and PAGA Period wherein the total number of Workweeks is less than or equal to 132,000 Workweeks.

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

12. Within thirty (30) calendar days after the Court grants Preliminary Approval of the Settlement, Defendants shall provide to the Settlement Administrator a database containing the following information ("Class Member List"): a) the full name, last known address, last known telephone number, and full social security number of all Settlement Class Members; and b) The information necessary to determine the estimated settlement allocation to each Settlement Class Member and PAGA Employee, including without limitation, the total number of Workweeks worked by each Settlement Class Member, and the total number of pay periods worked by each PAGA Employee within the Settlement Periods.

13. The Settlement Administrator shall send a Notice to each Settlement Class Member

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

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

shall be final.

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

16. If 10% of Settlement Class Members timely opt out of the Settlement by submitting valid and timely requests for exclusion, Defendants shall have the sole and absolute discretion to rescind/void the Settlement Agreement within fifteen (15) calendar days after receiving from the Settlement Administrator the final list of requests for exclusion. Defendants agree to meet and confer in good faith with Settlement Class Counsel before rescinding or voiding the Settlement Agreement. In the event that Defendants elect to rescind/void the Settlement Agreement, Defendants shall provide written notice of such rescission to Settlement Class Counsel. Such rescission shall have the same effect as a termination of the Settlement Agreement for failure to satisfy a condition of settlement, and the Settlement Agreement shall become null and void and have no further force or effect. The Parties specifically agree not to solicit opt-outs, directly or indirectly, through any means. In the event Defendants rescind the settlement, Defendants shall be solely responsible for any fees and costs incurred by the Settlement Administrator.

17. Each Settlement Class Member shall have forty-five (45) calendar days from the mailing of the Notice, or such number of days as the Court shall specify, within which to postmark an objection, for return to the Settlement Administrator. Settlement Class Members whose Notices are returned as undeliverable and who are sent a re-mailed Settlement Notice shall be given an extension of fifteen (15) days from their original deadline to object to postmark an objection. Any Settlement Class Member, who does not affirmatively opt-out of the Settlement by submitting a valid and timely request for exclusion, may object to the approval of class action settlement ("Objecting Class Member"). Any Settlement Class Member who makes a timely request for exclusion has waived their right to object. The Objecting Class Member shall inform the Settlement Administrator in writing and (1) state the Objecting Class Member's name, address, telephone

number, and social security number or employee identification number; (2) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (3) list identifying witness(es) the objector may call to testify at the Final Approval Hearing; (4) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval Hearing; (5) state whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class; (6) be addressed to the Settlement Administrator; (7) be signed by the Objecting Class Member or their or his or her lawful representative; and (8) be postmarked no later than forty-five (45) calendar days from the mailing of the Notice (or the fifteen (15) day extension referenced above for eligible Settlement Class Members). Regardless of whether a Settlement Class Member timely submitted a written objection, a Settlement Class Member who wishes to appear at the Final Approval Hearing and be heard orally in support of, or in opposition to the class action settlement, may do so. Settlement Class Members shall have no right to object to the PAGA release or PAGA Payment.

18. Any Settlement Class Member who fails to timely submit an objection shall be foreclosed from making any objection to this Settlement or from filing an appeal of the Court's Final Order and Judgment unless otherwise ordered by the Court.

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

20. =

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

sums.

22. The Settlement embodied in this Stipulation of Settlement shall become effective when all of the following events have occurred ("Effective Date"): (i) this Stipulation of Settlement has been executed by Named Plaintiffs and Defendants; (ii) the Court has given preliminary approval to the Settlement; (iii) the Notice has been sent to the Settlement Class Members, providing them the opportunity to object to the Settlement, and the opportunity to opt out of the Settlement; (iv) the Notice has been sent to the LWDA; (v) the Court has held a formal fairness hearing and entered the Court's Final Order and Judgment; and (vi) the later of the following events: five (5) calendar days after the period for filing any appeal, writ, or other appellate proceeding opposing the Final Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed, *i.e.*, 65 days from the date the Court grants final approval and enters judgment, and notice of entry of judgment is served; or, if any appeal, writ, or other appellate proceeding opposing final approval has been filed within that timeframe; five (5) business days after any appeal, writ, or other appellate proceedings opposing the Settlement has finally and conclusively dismissed with no right to pursue further remedies or relief. If the Court declines to approve the Settlement, the entire Stipulation of Settlement is deemed void and unenforceable as if no settlement of any claim was ever reached. All negotiations, statements and proceedings and data relating thereto shall be protected by California Evidence Code § 1152 and shall be without prejudice to the rights of any of the Parties.

23. For any Settlement Class Member whose Individual Class Payment 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 State Controller's Office, Unclaimed Property Division, in the name of the Settlement Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384, subd. (b).

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

25. A Final Approval Hearing shall be held with the Court on JAN. 27, 2027 at 9:00 AM.m in Department 10A of the above-entitled Court to determine: (1) whether the

proposed settlement is fair, reasonable and adequate, and should be finally approved by the Court; (2) the amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of service award to the Class Representative; (4) the amount to be paid to the Settlement Administrator; and (5) the amount to be apportioned to PAGA and/or paid to the LWDA and PAGA Employees.

IT IS SO ORDERED.

Dated: Sept. 1, 2026

Judge of the Superior Court
GEORGE J. ABDALLAH, JR