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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ERNEST MURCIA, as individuals and on behalf of all others similarly situated, Plaintiffs, vs. GARDA CL WEST, INC., a California Corporation; GARDAWORLD CASHLINK, LLC, dba GARDAWORLD CASH, a Delaware limited liability company; STEPHAN CRETIER, an individual; PIERRE-HUBERT SEGUIN, an individual; PATRICK PRINCE, an individual;, and DOES 1-50, inclusive. Defendants.	Case No. 24STCV19275 **STIPULATION RE: SETTLEMENT OF CLASS AND REPRESENTATIVE ACTION** Judge: Timothy P. Dillon Dept: 15 Action Filed: August 1, 2024

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IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff Ernest Murcia ("Plaintiff" or "Class Representative"), on behalf of himself and on behalf of (a) the proposed class of similarly situated individuals and (b) the State of California, the Labor and Workforce Development Agency ("LWDA"), and the allegedly aggrieved employees under PAGA, on the one hand, and Defendant Garda CL West, Inc. ("Garda"), on the other hand (Plaintiff and Garda hereafter collectively described as the "Settling Parties"), as set forth below:

I. The Conditional Nature of This Stipulation.

This Stipulation Re: Settlement of Class Representative Action including the referenced Exhibits (collectively, the "Stipulation" or "Settlement") is made for the sole purpose of consummating settlement of the above-captioned action (the "Litigation") on a class and representative action basis. This Stipulation, and the settlement it evidences, is made in compromise of highly disputed claims. Because this Stipulation seeks to settle the Litigation on a class and representative action basis, this settlement must receive preliminary and final approval from the Court. Accordingly, the Settling Parties enter into this Stipulation and associated settlement on the condition that the Court enter an Order Granting Final Approval of the Settlement, and that the associated Judgment becomes Final, as defined herein. In the event that the Court does not file an Order Granting Final Approval of Settlement, or in the event that the associated Judgment does not become Final for any reason, this Stipulation shall be deemed null and void *ab initio*, it shall be of no force or effect whatsoever, and it shall not be referred to or utilized for any purpose whatsoever, and the negotiation, terms, and entry of the Stipulation shall remain subject to the provisions of California Evidence Code sections 1119 and 1152, except that the documents filed in support of the motion for preliminary approval and/or final approval shall remain part of the public record.

Garda denies all of the allegations and claims, including as to liability, damages, penalties, interest, fees, restitution and all other forms of relief as well as the class and representative action allegations asserted in the Litigation. To the extent this Stipulation is disapproved by the Court, deemed void, or does not otherwise take effect, Garda does not waive, and instead expressly reserves, all rights to challenge the claims and allegations in the Litigation upon all procedural and factual grounds, including without limitation the ability to challenge class and/or representative action treatment and to assert any and all defenses. The Class Representative and Class Counsel (as defined in VI(1.2), below) agree that Garda retains and reserves these rights and defenses, and agree not to take positions to the contrary; specifically, the Class Representative and Class Counsel agree not to argue that this Stipulation estops or otherwise precludes Garda from contesting class and/or representative treatment on any grounds if this Litigation were to proceed.

II. <u>The Parties to and Purpose of this Stipulation.</u>

This Stipulation is made and entered into by and among the Settling Parties (as defined above), with the assistance of their respective counsel of record. This Stipulation is intended by the Settling Parties to fully, finally and forever resolve, discharge and settle the Released Claims and Released PAGA Claims (as defined in paragraphs VI.1.32 & 1.33, respectively, below) upon and subject to the terms and conditions hereof. This Stipulation is also intended to result in the resolution with prejudice of the Litigation.

III. <u>The Litigation.</u>

Plaintiff and Class Representative Ernest Murcia commenced the Litigation by filing a complaint against Garda on August 1, 2024, in Los Angeles Superior Court, which alleged individual and class claims for: (1) failure to provide meal periods, (2) failure to provide rest periods, (3) failure to pay all earned wages and overtime, (4) failure to provide accurate itemized statement, (5) failure to pay wages at the time of separation, (6) waiting time penalties, (7) failure to indemnify business expenses, and unfair business practices. On September 13, 2024, Plaintiff sent a letter to the LWDA ("the LWDA Letter") pursuant to the California Private Attorneys General Act ("PAGA").

On November 12, 2024, pursuant to the Settling Parties' joint stipulation, the Court entered an order dismissing Defendant GardaWorld CashLink LLC without prejudice. On January 6, 2025, pursuant to the Settling Parties' joint stipulation, the Court entered an order dismissing individual Defendants Stephan Cretier, Peirre-Hubert Seguin, and Patrick Prince without prejudice. On February 18, 2025, Plaintiff filed a First Amended Complaint that added individual and representative claims for penalties under PAGA, based on the same violations of the Labor Code alleged in the original complaint.

The Settling Parties engaged in limited merits discovery before attending a mediation. Garda took Plaintiff's deposition, and Plaintiff took the deposition of Garda's Person Most Qualified. Garda also provided Plaintiff with policy materials and data regarding its wage and hour practices. Plaintiff obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff's investigation was sufficient to satisfy the criteria for Court approval as stated 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, 129–30.

On February 26, 2025, counsel for Garda and Class Counsel, all of whom are experienced in these types of cases, attended a mediation session with Eve Wagner, an experienced and respected mediator of wage and hour class and representative actions. Following the mediation, each side, represented by its respective counsel, agreed to settle the Litigation per the terms reflected in this Stipulation. The Settling Parties' agreement was memorialized in the form of a binding term sheet executed by counsel, which provided for the full and final resolution of the Litigation and the resolution of all claims asserted by Plaintiff.

IV. <u>Objectives and Effect of this Settlement.</u>

This Stipulation is intended to result in the creation of a settlement class comprised of all non-exempt current and former employees who worked for Garda in California as Driver-Messengers at any time during the period from August 1, 2020 through the Preliminary Approval Date. Garda may, at its sole discretion, exclude from the Class those individuals who have released, through other agreements, the claims covered by this Stipulation. Garda presently anticipates that this would result in the exclusion of no more than five individuals who would otherwise be in the Class. Solely for the purpose of settling this case, the Settling Parties stipulate and agree that the requirements for establishing class certification with respect to this class and for representative treatment under PAGA have been met and are met. If this Settlement is not approved by the Court for any reason, Garda reserves its rights to contest class and/or representative claims and the Settling Parties shall revert to the respective positions they held prior to entering into the Stipulation. The Settling Parties specifically agree that the standard for certifying a settlement class are more lax than the standards for certifying a contested litigation class, and so Garda's entering into this Agreement shall have no effect upon the Court's ultimate determination of whether a litigation class are met, or whether representative treatment is appropriate.

This Stipulation, if approved by the Court, will result in the termination with prejudice of the Litigation through the entry of the Judgment, the release of all Released Claims for all Settlement Class Members and Aggrieved Employees, and the resolution with prejudice of the PAGA claims asserted in the Lawsuit and the LWDA Letter.

V. <u>Defendant's Denial of Wrongdoing or Liability.</u>

Garda denies all of the claims and contentions alleged in the Litigation. Nonetheless, Garda has concluded that further conduct of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Stipulation. Garda has also taken into account the uncertainty and risks inherent in any litigation, and Garda has determined that it is desirable and beneficial that the Litigation be settled now in the manner and upon the terms and conditions set forth in this Stipulation.

VI. <u>Claims of the Class Representative and Benefits of Settlement.</u>

The Class Representative and Class Counsel believe that the claims presently asserted in the Litigation have merit and that evidence developed to date supports those claims. However, the Class Representative and Class Counsel recognize and acknowledge the expense and length of the type of continued proceedings necessary to prosecute the Litigation against Garda through trial and through appeals. The Class Representative and Class Counsel have also taken into account the uncertain outcome and the risk of any litigation, as well as the difficulties and delays inherent in such litigation. Based upon their evaluation, the Class Representative and Class Counsel have determined that the settlement set forth in the Stipulation is in the best interests of the Class Representative, the Class, the Aggrieved Employees, and State of California.

VII. <u>Terms of Stipulation and Agreement of Settlement.</u>

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the Class Representative (for himself and the Class Members, Aggrieved Employees, the State of California, and the LWDA) and Garda, with the assistance of their respective attorneys of record, that, as among the Settling Parties, including all Class Members and Aggrieved Employees, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be resolved with prejudice, as to all Settling Parties, upon and subject to the terms and conditions of the Stipulation and the Judgment.

1. <u>Definitions.</u>

As used in all parts of this Stipulation, the following terms have the meanings specified below:

1.1. "Aggrieved Employees" means all Class Members who were employed by Garda as Driver-Messengers during the PAGA Period in California, and who will become subject to and bound by the release in Paragraph 9.4 and the Judgment if the Effective Date occurs.

1.2. "Class Counsel" means Nosrati Law, APC.

1.3. "Class Member" or "Member of the Class" means a Person who is a member of the Class as either a Settlement Class Member or an Opt-Out.

1.4. "Class Notice" or "Notice" or "Notice to Class Members" means a notice (and associated response forms) to be approved by the Court, which shall be submitted to the Court substantially in the form attached hereto as **Exhibit B**. The Notice will be formatted by the Settlement Administrator, and it will not appear on pleading paper when ultimately mailed to Class Members.

1.5. "Class Period" means the period from August 1, 2020 through and including the Preliminary Approval Date.

1.6. "Class" means the collective group of all non-exempt current and former employees who were employed by Garda in California as Driver-Messengers at any time during the Class Period, and who are not excluded by Garda pursuant to Section IV, above.

1.7. "Court" means the Los Angeles Superior Court.

1.8. "Effective Date" means the date on which the Judgment becomes Final.

1.9. "Final Fairness Hearing Motion Date" shall mean the date on which the motion for final approval is filed pursuant to Paragraph 5.6, and this date shall be approximately 16 court days prior to the Final Fairness Hearing, or as otherwise specified by the Court.

1.10. "Final" means the point at which the Judgment has become final and irreversible because the latest of the following dates has occurred: (i) the date of final affirmance on an appeal of the Judgment; (ii) the date of final dismissal with prejudice of the last pending appeal from the Judgment; or (iii) if no appeal is filed, the expiration date of the time for the filing or noticing of any form of valid appeal from the Judgment.

1.11. "Final Fairness Hearing" or "Final Approval Hearing" means a hearing set by the Court to take place on or about the date which is twenty-five (25) court days after the Notice Response Deadline (or as otherwise specified by the Court) for the purpose of (i) determining the fairness, adequacy and reasonableness of the Stipulation and associated settlement pursuant to class and representative action procedures and requirements; (ii) determining the good faith of the Stipulation; (iii) awarding attorneys' fees, costs, and the enhancement award; and (iv) entering Judgment.

1.12. "Garda" means Garda CL West, Inc. "Garda Releasees" means Garda and all of its predecessors and successors, corporate parents, corporate subsidiaries, corporate affiliates, and all of its and those entities' current and former officers, owners, directors, managing agents, members, shareholders, assigns, employees, agents, principals, heirs, representatives, attorneys, accountants, auditors, consultants, insurers and reinsurers (including without limitation GardaWorld Cash Services, Inc., Garda USA, Inc., GardaWorld CashLink, LLC, Stephan Cretier, Pierre-Hubert Seguin and Patrick Prince).

1.13. "Individual Class Payment" means each Settlement Class Member's respective pro rata share of the Maximum Settlement Portion for Payments to Settlement Class Members calculated according to the number of Qualifying Workweeks worked during the Class Period, less the withholdings described in Paragraphs 2.2(a)–(d).

1.14. "Individual PAGA Payment" means each Aggrieved Employee's respective pro rata share of the 35% of PAGA Penalties allocated to Aggrieved Employees, based on the number of PAGA Pay Periods worked during the PAGA Period.

1.15. "Individual Settlement Sum" means the total, gross amount due to an individual Class Member, including their Individual Class Payment and any Individual PAGA Payment.

1.16. "Judgment" means the judgment to be rendered by the Court pursuant to this Stipulation, substantially in the form attached hereto as **Exhibit D**.

1.17. "Last Known Address" or "Last Known Addresses" means the most recently recorded mailing address for a Class Member as such information is contained in employment or personnel records maintained by Garda.

1.18. "Maximum Settlement Amount" means the maximum gross amount that Garda shall pay under the terms of this Stipulation, which is $527,640 (five hundred twenty-seven thousand six hundred forty dollars), subject to increase only per the terms of Section 6 below. This amount shall cover all expenses associated with the settlement, including: (a) the Maximum Settlement Portion for Payments to Settlement Class Members; (b) the maximum gross amount for Class Counsel's attorneys' fees to be paid in accordance with the terms set forth in Paragraph 2.1(a); (c) the maximum gross amount for all of Class Counsel's and the Class Representative's taxable litigation costs, as well as their normal and customary expenses; (d) the anticipated gross amount for settlement administration costs; (e) the maximum gross amount for the enhancement payment to be made by Garda to the Class Representative; and (f) the maximum gross amount for payment in consideration for the release of all Released Claims under the California Private Attorneys General Act of 2004, codified at California Labor Code sections 2698 et seq., (65% of which shall sent to the LWDA, with the remaining 35% to be part of the Maximum Settlement Portion for Payments to Aggrieved Employees).

1.19. "Maximum Settlement Portion for Payments to Settlement Class Members" means the maximum gross amount to be paid to Settlement Class Members on a pro rata basis as Individual Class Payments, and is the Maximum Settlement Amount less all other payments provided for in this Stipulation.

1.20. "Notice Mailing Deadline" means the date thirty (30) days after the Preliminary Approval Date.

1.21. "Notice Response Deadline" means the date forty-five (45) days after the date that the Settlement Administrator mails the Notice to the Class.

1.22. "Opt Out Request" means a written request by a Class Member to be excluded from the Settlement Class, in the form specified in the Class Notice.

1.23. "Opt Out" or "Opt Outs" means Class Members who submit timely written requests, in the form specified in the Class Notice, to be excluded from the Settlement Class.

1.24. "Order of Final Approval" or "Order Granting Final Approval of Settlement" means an order to be entered and filed by the Court, to be submitted to the Court substantially in the form attached hereto as **Exhibit C**.

1.25. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.26. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in settlement of PAGA claims. The total PAGA Penalties are $80,000, of which 65% ($52,000) shall be paid to the LWDA and the remaining 35% ($28,000) shall be paid to Aggrieved Employees on a pro rata basis according to the number of PAGA Pay Periods worked during the PAGA Period.

1.27. "PAGA Period" means the period of time from September 13, 2022 to the date of Preliminary Approval.

1.28. "Payroll Taxes" shall mean the payroll taxes and associated payments due to the Internet Revenue Service when an employer makes wage payments to employees.

1.29. "Person" means a natural person.

1.30. "Preliminary Approval Date" means the date on which the Court enters the Preliminary Approval Order.

1.31. "Preliminary Approval Order" means an order executed and filed by the Court, to be submitted to the Court substantially in the form attached hereto as **Exhibit A**.

1.32. "Released Claims" means any and all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, including without limitation, statutory, constitutional, contractual or common law claims, against the Garda Releasees, or any of them, known or unknown (as further discussed in paragraphs 9.2–9.3), accrued or unaccrued, for (i) wages, including without limitation, all regular, overtime, and premium wages; (ii) failure to compensate Class Members for all hours worked; (iii) failure to comply with payroll or wage record-keeping documentation or wage statement itemization requirements; (iv) failure to provide sufficient meal and/or rest periods or pay additional sums of money in lieu thereof; (v) failure to timely pay wages and/or pay wages due at termination; (vi) failure to furnish accurate wage statements; (vii) failure to pay minimum wages; (viii) failure to reimburse business or other expenses and costs; (ix) unfair business practices relating to or arising out of the claims listed above; and (x) to the extent not covered above, any claims pled in or reasonably arising out of the facts alleged in the complaints in the Lawsuit or in the LWDA Letter. Without limiting the foregoing, this release shall include, without limitation, any claims arising under (a) the California Labor Code sections 201 to 204, 210, 218, 218.5, 218.6, 221, 223, 226, 226.2, 226.3, 226.7, 227.3, 233, 246, 246.5, 256, 510, 512, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802, (b) the California Unfair Competition Act, (c) the federal Fair Labor Standards Act ("FLSA"), and (d) all pertinent California IWC Wage Orders, including without limitation Wage Order 9.

1.33. "Released PAGA Claims" means all claims for PAGA penalties accruing during the PAGA Period that were alleged in the complaints in the Litigation or the PAGA Notice, or that reasonably could have been alleged based on the facts alleged in such complaints and PAGA Notice. Without limiting the generality of the foregoing, the Released PAGA claims include (a) any claims for any of the alleged violations listed in (i) through (viii) in Section 1.32, above, and (b) any claims for alleged violations of California Labor Code sections 201 to 204, 210, 218, 218.5, 218.6, 221, 223, 226, 226.2, 226.3, 226.7, 227.3, 233, 246, 246.5, 256, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2699, 2800, and 2802, and California Code of Regulations, Title 8, Section 11040, Subdivisions 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14), Wage Order 9-2001 section 14, and the applicable wage orders.

1.34. "Settlement Administrator" means the third-party settlement administration firm of Rust Consulting, Inc.

1.35. "Settlement Class" means the group of all Class Members who do not opt out of the Class by submitting Opt Out Requests pursuant to Paragraph 5.1, and thus means the collective group of all of the Class Members who will become subject to and bound by the release in Paragraph 9.1 and the Judgment if the Effective Date occurs.

1.36. "Settlement Class Member" means a member of the Settlement Class.

1.37. "Updated Address" means a mailing address that was updated via a Reasonable Address Verification Measure or via an updated mailing address provided by the United States Postal Service or a Class Member.

1.38. "Wage" or "Wages" Or "wage" or "wages" shall have the same meaning as the term wages under California Labor Code section 200.

1.39. A "Qualifying Work Week" is any calendar week in which a Class Member worked for Garda at least one day a non-exempt employee in California during the Class Period.

1.40. A "Reasonable Address Verification Measure" means the utilization of the National Change of Address Database maintained by the United States Postal Service to review the accuracy of and, if possible, update a mailing address. A "Secondary Address Verification Measure" means the use of Social Security numbers to run a standard skip trace.

2. <u>Monetary Terms</u>

2.1. *Maximum Settlement Amount.* Except as provided by Paragraph 6.2 below, Garda shall pay $527,640 (five hundred twenty-seven thousand six hundred forty dollars), and no more, as the Maximum Settlement Amount. Within five (5) business days of the Effective Date, Garda, shall transfer the Maximum Settlement Amount to the Settlement Administrator. This amount shall cover all expenses associated with the Settlement, including Payroll Taxes. Subject to the terms, conditions, and procedures set forth in this Stipulation, Garda, through the Settlement Administrator, will make the following payments out of the Maximum Settlement Amount, in the amounts specified by the Court in the Order of Final Approval:

a) Class Counsel Fees. The maximum gross amount for Class Counsel's attorneys' fees to be paid in accordance with the terms set forth in Paragraph 8.1, which shall not exceed one third of the Maximum Settlement Amount (which is $175,880, unless the Maximum Settlement Amount is adjusted pursuant to paragraph 6.2, below).

b) Litigation Costs. The maximum gross amount for all of Class Counsel's and the Class Representative's taxable litigation costs, as well as their normal and customary expenses, to be paid in accordance with the terms set forth in Paragraph 8.1, which shall not exceed $20,000.

c) Settlement Administrator's Fees. The anticipated gross amount for settlement administration costs to be paid in accordance with Paragraph 8.2, which will not exceed $25,000, except for a showing of good cause and as approved by the Court. To the extent the Settlement Administrator's fees are less or the Court approves payment less than $25,000, the Administrator will allocate the remainder to the Maximum Settlement Portion for Payments to Settlement Class Members for distribution to Participating Class Members.

d) Plaintiff's Enhancement Payment. The maximum gross amount for the enhancement payment to be made by Garda to the Class Representative, which is $5,000, and which is in addition to any amounts he shall receive as a Participating Class Member or Aggrieved Employee. This payment shall be made in consideration for (i) such individual's efforts as Class Representative in the Litigation and (ii) his execution of a general release to the benefit of the Garda Releasees and associated waiver of Civil Code § 1542. Through this general release, which shall be executed immediately following the Effective Date and before payment of the enhancement award, the Class Representative (on his own behalf only, and not on behalf of the Class or any members of the class) shall release, acquit, and discharge the Garda Releasees from any and all claims, demands, claims for costs and attorneys' fees, or causes of action of any kind whatsoever (upon any legal or equitable theory whether contractual, common law, statutory, federal, state, or otherwise), whether known or unknown, that arose at any time on or prior to the date on which the general release is executed. Through this release, the Class Representative will agree and represent that he has not assigned or in any way conveyed, transferred or encumbered all or any portion of the claims or rights otherwise released. The Settlement Administrator will report this enhancement payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for any taxes owed on the enhancement payment.

e) PAGA Payment. The maximum gross amount for payment in consideration for the release of all Released PAGA Claims, which is $80,000, 65% (or $52,000) of which shall be paid to the LWDA, with the remaining 35% (or $28,000) paid to the Aggrieved Employees as Individual PAGA Payments.

f) Individual Class Payments. Settlement Class Members shall be paid their Individual Class Payment. With this payment, the Settlement Administrator will include a post card or other notice stating: "This notice is being mailed to all Settlement Class Members, including you, pursuant to California Rule of Court 3.771(b) to advise you that the Court has approved the settlement of this matter and entered judgment accordingly. No further action is required on your part. Your execution of the accompanying check will release all claims against Garda under the federal Fair Labor Standards Act that arose during the Class Period (i.e., August 1, 2020 through and including the [insert Preliminary Approval Date])." Opt-Outs will not receive any Individual Class Payments. The Administrator will allocate amounts that would have been paid to Opt-Outs to the Maximum Settlement Portion for Payments to Settlement Class Members for distribution to Settlement Class Members. For those Settlement Class Members who are also Aggrieved Employees, the Settlement Administrator shall issue the Settlement Class Member their Individual Settlement Sum in one check.

2.2. *Taxes.*

a) As further detailed in this Section 2.2, Garda, itself or through the Settlement Administrator, will report each payment made pursuant to this Stipulation to government authorities, including the Internal Revenue Service, as required by law, and the Settlement Administrator shall make all required deductions and/or withholdings from the Class Members' Individual Settlement Sums.

b) The Individual Settlement Sums shall be allocated for reporting reasons as follows: (a) one third (33%) shall be deemed payment in settlement of claims for unpaid wages;

and (b) two thirds (67%) shall be deemed payment for non-wages, including penalties, liquidated damages, unreimbursed business expenses, and interest. Any PAGA payment shall be allocated 100% to penalties. The Settlement Class Members are responsible for all payroll taxes associated with the wage portion of their Individual Settlement Sums and there will be a reduction from each Settlement Class Member's Individual Settlement Sum taken by the Settlement Administrator to cover applicable Payroll Taxes.

c) Those payments (or portions thereof) allocated to the settlement of claims for unpaid wages shall be reported in the year of payment as wage income to the Settlement Class Members on a Form W-2 or analogous form. Those payments (or portions thereof) allocated to any other claims, including without limitation claims for unreimbursed business expenses, penalties, liquidated damages, and interest (a) shall not be subject to withholdings and deductions, and so the net amounts payable will be equal to the gross amounts; and (b) shall be reported in the year of payment as non-wage income to the Settlement Class Members on a Form 1099 or analogous form. Other than as set forth above, Garda will not, unless otherwise required by law, make any deductions, withholdings or additional payments from the Individual Settlement Sum of any Settlement Class Member, including without limitation, medical or other insurance payments or premiums, employee 401(k) contributions or matching employer contributions, wage garnishments, or charity withholdings. Any amount paid to Settlement Class Members shall not create any credit or otherwise affect the calculation of any deferred compensation, benefit, or other compensation plan provided by Garda.

d) Other than the withholding and reporting requirements set forth in Paragraphs 2.2 (a)–(c), the Settlement Class Members and Aggrieved Employees shall be solely responsible for the reporting and payment of any federal, state and/or local income or other tax or any other withholdings, if any, on any of the payments made pursuant to this Stipulation. Garda makes no representations, and it is understood and agreed that Garda has made no representations, as to the taxability of any portions of the settlement payments to any Settlement Class Members or Aggrieved Employees, the payment of any costs or attorneys' fee awards, any payments to the Class Representative, or any other payments made pursuant to this Stipulation. Neither Class

Representative, Class Counsel, Garda nor its counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise. The Notice will advise Class Members to seek their own tax advice prior to acting in response to that notice.

3. Approval of Notice to the Class and Scheduling of a Final Fairness Hearing.

3.1. The Class Representative, through Class Counsel, shall file this Stipulation with the Court and move for preliminary approval of this Stipulation within 30 days after full execution of this Stipulation. Class Counsel will provide an advance copy of this motion to counsel for Garda to provide an opportunity to comment. Via this submission, and a supporting motion, the Class Representative, through Class Counsel, will request that the Court enter the Preliminary Approval Order thereby scheduling the Final Fairness Hearing for the purposes of determining the good faith of this settlement, granting final approval of the settlement, and entering Judgment. Via this same motion, the Class Representative, through Class Counsel, shall advise the Court of the agreements set forth in Paragraphs 8.1, 8.2 and 8.3 of this Stipulation.

3.2. The Class Representative shall endeavor to notice the motion for entry of the Preliminary Approval Order described in Paragraph 3.1 for a hearing before the Court as soon as possible, subject to Court availability. Failure of the Court to enter the Preliminary Approval Order in its entirety or in a substantially similar form following the efforts of the Settling Parties to obtain such entry will be grounds for Garda to terminate the settlement and the terms of this Stipulation.

3.3. If the Court enters the Preliminary Approval Order more than twenty (20) days after the hearing date for the motion for preliminary approval, Class Counsel and counsel for Garda shall meet and confer to reach agreement on any necessary revisions of the deadlines and timetables set forth in this Stipulation. In the event that the Settling Parties fail to reach such agreement, any of the Settling Parties may apply to the Court for modification of the dates and deadlines in this Stipulation, provided that such a request to the Court may seek only reasonable modifications of the dates and deadlines contained in this Stipulation and no other changes.

3.4. If the Court enters the Preliminary Approval Order, then at the resulting Final Fairness Hearing, the Class Representative and Garda, through their counsel of record, shall address any written objections from Class Members, any concerns from Class Members who attend the hearing, and any concerns of the Court. Unless the Stipulation is terminated or voided per its terms, the Settling Parties and their counsel will seek, and take all reasonable steps to obtain, approval of the Stipulation and entry of the Judgment by the Court.

4. Notice to Class Members.

4.1. If, by entering the Preliminary Approval Order, the Court provides authorization to send the Class Notice to Class Members, Garda, through the Settlement Administrator, will facilitate the mailing of the Notice to all Class Members at their Last Known Addresses. The Notices shall be mailed via first class mail through the United States Postal Service, postage pre-paid. The Notice shall include, as an attached form, a pre-printed change of address form. The Notice shall also include instructions on how a Class Member can submit an Opt Out Request. No other materials will be included with the mailings enclosing these notices. No Settling Party shall send any other materials to any Class Member, provided that Class Counsel may respond to individual inquiries from Class Members. The Class Representative shall be deemed a Settlement Class Member and need not be sent a Class Notice.

4.2. The Notice and their envelopes or coverings shall be marked to denote the return address of the Settlement Administrator as set forth on the change of address form in the Notice.

4.3. Garda shall compile information reflecting the name, Last Known Address, email, phone number, Social Security Number, and number of Qualifying Work Weeks and PAGA Pay Periods for each Class Member (hereafter "Class Data"), so that the Settlement Administrator can state in the Notice each individual's expected Qualifying Work Weeks, PAGA Pay Periods, and gross Individual Settlement Sum, engage in the processing and mailing of each Notice, and carry out the associated claims and payment process. This information will not be provided to the Class Representative or Class Counsel, except that if Class Counsel are contacted by a Class Member with respect to the Settlement, and such Class Member authorizes Class

Counsel in writing (which may include email) to receive their personal information, Class Counsel may send an email to the Settlement Administrator forwarding such authorization and copying Garda's counsel (malcolm.heinicke@mto.com and joseph.lee@mto.com), and the Settlement Administrator shall thereafter promptly provide Class Counsel (with copy to Garda's counsel) the requested information respecting the specific Settlement Class Member as issue; provided, however, that such information shall not include any Class Member's Social Security Number or California Driver's License number. Any such information provided to Class Counsel shall be highly confidential and shall not be disclosed to any Person. By preliminarily approving this settlement, the Court will be deemed to have authorized (a) Garda to provide the Settlement Administrator with the Class Data and Social Security Number of each Class Member, and (b) the Settlement Administrator to provide certain information to Class Counsel as set forth above. The number of Qualifying Work Weeks and Qualifying Pay Periods and the associated calculation of Individual Settlement Sums will be determined by reference to Garda's records, which shall be presumed to be correct.

4.4. In the Notice to each Class Member, the Settlement Administrator shall include the estimated Individual Class Payment and Individual PAGA Payment for the Class Member in question.

4.5. Prior to mailing the Notice to each Class Member, the Settlement Administrator shall undertake a Reasonable Address Verification Measure to ascertain the current accuracy of the Last Known Address of each Class Member. To the extent this process yields an Updated Address, that Updated Address shall replace the Last Known Address and be treated as the new Last Known Address for purposes of this Stipulation and for subsequent mailings in particular.

4.6. The Notice Mailing Deadline is the last date for the Settlement Administrator to mail the Notices to the Last Known Address of each Class Member and post the Notices on the website established per this Stipulation.

4.7. All costs of the mailing described in Paragraph 4.1 (including, for example, the fees charged by the Settlement Administrator, the cost of the envelopes in which the Notice

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will be mailed, the cost of reproducing the Notice, the cost of postage to send the Notice, and the costs of maintaining the website established per this Stipulation), shall be included in the portion of the Maximum Settlement Amount allocated for settlement administration costs.

4.8. Unless the Settlement Administrator receives a Notice returned from the United States Postal Service for reasons discussed below in this paragraph, each Notice shall be deemed mailed and received by the Class Member upon mailing. In the event that subsequent to the first mailing of a Notice, and prior to the Notice Response Deadline, a Notice is returned to the Settlement Administrator by the United States Postal Service with a forwarding address for the recipient, the Settlement Administrator shall re-mail that Notice to the forwarding address, that Notice will be deemed mailed and received at that point, and the forwarding address shall be deemed the Updated Address for that Class Member. In the event that subsequent to the first mailing of a Notice, and prior to the Notice Response Deadline, a Notice is returned to the Settlement Administrator by the United States Postal Service because the address of the recipient is no longer valid, e.g., the envelope is marked "Return to Sender," the Settlement Administrator shall undertake another Reasonable Address Verification Measure to attempt to ascertain the current address of the particular Class Member in question and, if such an address is ascertained, the Settlement Administrator will re-send that Notice within five (5) days of receiving such information. If no Updated Address is obtained for that Class Member through this second effort, the Notice shall be sent again to the Last Known Address, and in either event, the Notice shall be deemed received once it is mailed for the second time. In the event that subsequent to the second mailing of a Notice, and on or after the Notice Response Deadline, a Notice is returned to the Settlement Administrator by the United States Postal Service because the address of the recipient is no longer valid, i.e., the envelope is marked "Return to Sender," the Settlement Administrator shall be required to take no further action with that Notice and it shall be deemed to have been delivered. Nothing in this Paragraph 4.8 shall be deemed to extend the Notice Response Deadline.

5. <u>Responses to the Notice; Motion for Final Approval.</u>

5.1. Class Members may elect to opt out of the Class and thus exclude themselves from the Class. Class Members who wish to exercise this option must mail to the

Settlement Administrator a timely, fully completed Opt Out Request consistent with the instructions contained in the Notice. Class Members who do not properly submit Opt Out Requests postmarked on or before the Notice Response Deadline shall be deemed Settlement Class Members and will be deemed to have forever waived their right to opt out of the Settlement. Class Members who properly submit Opt Out Requests shall not be entitled to make objections to the Settlement. To the extent that any Class Members properly submit Opt Out Requests, the funds that would have been allocated to them for payment of the Individual Class Payments (not net of any withholdings) shall be allocated to the Maximum Settlement Portion for Payment to Class Members for distribution to the Settlement Class Members. Class Members may not opt out of the PAGA portion of this Settlement, including the release of Released PAGA Claims, and therefore Aggrieved Employees will receive their Individual PAGA Payment even if they submit a timely Opt Out Request.

5.2. Within ten (10) business days after the Notice Response Deadline, the Settlement Administrator will provide copies of all Opt Out Requests to counsel for Garda by email. If more than 4% of the Class Members submit valid requests to opt out of the settlement, Garda shall have the unilateral right, at its sole discretion, to terminate this Settlement within 30 days of receipt of all Opt Out Requests from the Settlement Administrator.

5.3. Class Members who have not filed a valid Opt Out Request may object to the Stipulation by submitting written objections to the Settlement Administrator no later than the Notice Response Deadline. The Notice shall advise Class Members of this option. The Settlement Administrator shall immediately provide any such objections to the Settling Parties, who shall provide them to the Court during the final approval process. The Settling Parties agree to respond to any objections at a hearing before the Court, and may submit a written response to the Court prior to the final approval hearing. Class Members who attend the final approval hearing retain the right to object orally at such hearing.

5.4. Class Members who, for future reference and mailings from the Court or Settlement Administrator, if any, wish to change the name or address listed on the envelope in which the Notice was first mailed to them, must either (a) add their new address information to a

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timely submitted Opt Out Request; or (b) fully complete, execute, and mail, per the instructions therein, the form entitled "Change of Name or Address Information" attached to the Notice as Form A. All name or address change requests must be postmarked or received on or before the Notice Response Deadline. To the extent that a Class Member requests a replacement Notice or associated forms prior to the Notice Response Deadline, the Settlement Administrator shall provide that Class Member with a replacement Notice.

5.5. In the event that a Class Member disputes the calculation of Qualifying Work Weeks or PAGA Pay Periods set forth in the Notice, the Settlement Administrator shall consult with Garda and Class Counsel to provide them an opportunity to review the dispute. If Garda and Class Counsel do not agree on resolution of the dispute, the Settlement Administrator shall advise on its view of the proper Individual Settlement Sum for the individual in question. The Settlement Administrator shall provide written notice of such conclusion to the Class Member no later than 30 days after the Notice Response Deadline.

5.6. Prior to the Final Fairness Hearing and consistent with the rules imposed by the Court, the Class Representative shall move the Court for entry of the Order of Final Approval (and the associated entry of Judgment). Class Counsel shall provide an advance copy of this motion to counsel for Garda for review and comment. Through this motion, the Class Representative shall advise the Court of the agreements in Paragraphs 8.1, 8.2, and 8.3 of this Stipulation. The Class Representative and Class Counsel shall be responsible for justifying the payments set forth in Paragraphs 8.1, 8.2, and 8.3 of this Stipulation. The Settling Parties shall make all reasonable efforts to secure entry of the Order of Final Approval and Judgment.

5.7. In the event the Court declines to certify the Class or grant approval to this settlement, the Settling Parties agree to work in good faith to amend this Stipulation to effectuate the settlement terms contained here in order to further seek approval in a subsequent motion.

6. <u>Class Size Modification and Escalator Clause.</u> The Settling Parties agree that as of February 28, 2025, the class consists of 1,700 total Class Members who collectively worked a total of approximately 131,910 Qualifying Work Weeks. In the event that the total number of Qualifying Work Weeks for the time period from August 1, 2020 through the Preliminary

Approval Date exceeds 131,910 by ten (10) percent or more (i.e., the total number of Qualifying Work Weeks exceeds 145,101), then, in Garda's sole discretion, either: (a) the Maximum Settlement Amount shall automatically increase proportionately for each Qualifying Work Week above 145,101 work weeks, or (b) the Class Period shall be adjusted by moving the start date of the Class Period forward, or the end date of the Class Period backward, or a combination of both, so that the number of workweeks does not exceed 145,101.

7. <u>Payment to Class Members.</u>

7.1. Within fifteen (15) business days after Garda transfers the Maximum Settlement Amount to the Settlement Administrator, the Settlement Administrator shall pay to each Class Member his or her respective Individual Settlement Sum. Payment shall be made by checks mailed to the Class Members. Checks sent to Settlement Class Members shall include a notice that, by cashing the check, the Settlement Class Member will be releasing their claims under the FLSA. In addition to the Notice sent to Settlement Class Members pursuant to paragraph 2.1(f), the check sent to Settlement Class Members shall include the following message on the reverse side of the check: "By executing this check, you are releasing all claims against Garda under the federal Fair Labor Standards Act that arose during the Class Period."

7.2. The Settlement Administrator shall mail such checks to each Class Member at their Last Known Address, or Updated Address if obtained. For any checks returned as undeliverable, the Settlement Administrator shall undertake a Secondary Address Verification Measure with information in the possession of and reasonably available to Garda, including Social Security Numbers, California Driver's License, or other such information, for the Class Member in question, and such checks shall be re-mailed to the updated address if one is obtained.

7.3. Checks issued to Class Members pursuant to this Stipulation shall state that they shall remain negotiable for a period of one hundred eighty (180) days from the date of mailing. If a check has not been cashed within ninety (90) days of issuance, the Settlement Administrator shall send the Class Member a letter or postcard reminder about the deadline for cashing the check and information on how to request a replacement check. The funds associated with any checks that remain uncashed after 180 days shall be sent by the Settlement

Administrator, in the name of the Class Member, to the State of California's Unclaimed Property Division. Settlement Class Members and Aggrieved Employees who fail to negotiate their settlement checks in a timely fashion shall remain subject to the terms of the Settlement and associated Judgment.

7.4. Within five (5) business days of the mailing of the payments pursuant to Paragraph 7.2, the Settlement Administrator shall provide counsel for the Settling Parties with a written confirmation that such payments have been made. Within five (5) business days of receipt of this confirmation, Class Counsel will file a notice or acknowledgement of satisfaction of judgment with the Court in the Litigation on behalf of the Class Representative and the Settlement Class.

7.5. Within five (5) business days of the Settlement Administrator sending the funds associated with any uncashed checks to the Unclaimed Property Division, the Settlement Administrator shall provide counsel for the Settling Parties with a declaration attesting to the number and total dollar amount of uncashed checks and the transfer of funds to the Unclaimed Property Division. Within five (5) business days of receipt of the Settlement Administrator's declaration, Class Counsel will file this declaration with the Court.

8. <u>Payment of Costs, Attorneys' Fees, and Class Representative Enhancement.</u>

8.1. Class Counsel shall be entitled, subject to Court approval and the occurrence of the Effective Date, to an award of reasonable attorneys' fees and litigation costs and associated expenses, not to exceed the amounts specified herein. Subject to Court approval, Class Counsel may seek a gross amount up to, but not to exceed, one third of the Maximum Settlement Amount (that is $175,880) for all attorneys' fees, and a gross amount not to exceed $20,000 for all taxable litigation costs and customary expenses. Class Counsel agree that they shall be responsible for justifying their requested fees and costs. Garda agrees not to oppose any submission regarding, or request for approval of, an award of fees or costs, provided that it is consistent with this Paragraph 8.1 of this Stipulation and, in particular, provided that Garda not be required to pay any more than $195,880.00 in total to Class Counsel for all attorneys' fees and costs combined. In the event that the Court (or appellate court) awards less than the requested

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amounts for attorneys' fees and costs, only the awarded amounts shall be paid and shall constitute full satisfaction of any claims for attorneys' fees and costs in the Litigation, and any remaining or unawarded amount shall be allocated to the Maximum Settlement Portion for Payments to Settlement Class Members. If the Effective Date occurs, Class Counsel shall provide counsel for Garda and the Settlement Administrator with the pertinent taxpayer identification numbers for the payees and Form(s) W-9 within five (5) business days. Within ten (10) business days of Garda paying the Maximum Settlement Amount to the Settlement Administrator as provided in paragraph 2.1, the Settlement Administrator, will forward a check to Class Counsel with payment any attorneys' fees and costs awarded by the Court pursuant to this Paragraph 8.1. Class Counsel shall alone be responsible for the reporting and payment of any federal, state and/or local income or other form of tax on any payment made pursuant to this paragraph. Payments awarded and made pursuant to this paragraph shall constitute full satisfaction of any claim for attorneys' fees, costs, or expenses incurred in the Litigation, and the Class Representative and Class Counsel, on behalf of themselves and all Settlement Class Members, agree that they shall neither seek nor be entitled to any additional attorneys' fees, costs, or expenses under any theory, nor shall they seek amounts in excess of those specified herein. Despite the payment of fees and costs pursuant to this Paragraph 8.1, no Settling Party shall be deemed the prevailing party in the Litigation for any purpose.

8.2. The Class Representative and Class Counsel agree that they shall be responsible for justifying the enhancement payment to the Class Representative. Within ten (10) business days of Garda paying the Maximum Settlement Amount to the Settlement Administrator as provided in paragraph 2.1, the Settlement Administrator, will forward a check to Class Counsel payable to the Class Representative in the amount of five thousand dollars ($5,000), as a class representative enhancement award; provided, however, that if the Court approves a lesser amount for the individual enhancement award, payment shall be in such amount as the Court orders, and the unawarded amount shall be redistributed on a pro rata basis to the Settlement Class Members pursuant to this Stipulation. Such payment shall be the total compensation and consideration for such individual's efforts as Class Representative in the Litigation. The Class Representative shall be deemed a Settlement Class Member, but he will not be sent a Class Notice. The Class Representative shall alone be responsible for the reporting and payment of any federal, state and/or local income or other form of tax on any payment made pursuant to this paragraph.

8.3. Other than as set forth in this Stipulation, the Settling Parties shall bear their own costs and fees.

9. <u>Releases.</u>

9.1. Upon the occurrence of both the Effective Date and Garda's full funding and payment of the Maximum Settlement Amount, pursuant to the payment terms set forth in Paragraph 2.1, Class Representative and each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims.

9.2. Upon the occurrence of the Effective Date, all Aggrieved Employees, the State of California, and the LWDA shall be deemed to have released, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released PAGA Claims. The Settling Parties agree that Garda's payment of $80,000 (as part of the Maximum Settlement Amount) to settle these claims is appropriate and proper consideration. The Settling Parties agree that Class Counsel shall submit this Stipulation to the LWDA before, or at the same time as, the filing of a motion seeking preliminary approval of this Settlement, and once the Judgment is entered, Class Counsel will submit it to the LWDA and make any other submissions to the LWDA as required by the California Labor Code. It is agreed that California Labor Code Section 2804 does not affect or impede this release, which shall be fully effective, because the Judgment, and specifically the release of claims under California Labor Code Section 2802, will be the product a court-approved settlement and an associated judgment.

9.3. The Class Representative may hereafter discover facts in addition to or different from those which he now knows or believes to be true with respect to the subject matter of the Released Claims and Released PAGA Claims, but the Class Representative, upon occurrence of both the Effective Date and Garda's full funding and payment of the Maximum

Settlement Amount, pursuant to the payment terms set forth in Paragraph 2.1, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released the Released Claims and Released PAGA Claims. The Class Representative acknowledges that this term was separately bargained for and a key element of the settlement of which this release is a part.

10. Settlement Administrator.

10.1. All fees and expenses reasonably incurred by the Settlement Administrator as a result of procedures and processes expressly required by this Stipulation shall be taken from the Maximum Settlement Amount. The Class Representative and Class Counsel shall have no responsibility for such fees or expenses, whether or not the Effective Date occurs. The Settling Parties estimate that the fees to be charged by the Settlement Administrator will be approximately $25,000.

10.2. The actions of the Settlement Administrator shall be governed by the terms of this Stipulation. The Settling Parties shall work cooperatively to ensure that the Settlement Administrator receives information necessary to carrying out its responsibilities. The Settlement Administrator shall provide the Court, at least ten (10) days prior to the Final Fairness Hearing, a declaration of due diligence and proof of mailing with respect to (i) the mailing of the Notice, (ii) attempts to locate Class Members, (iii) the number of Class Members for whom the Notice was ultimately undeliverable; and (iv) the number of any objections and Opt Outs.

10.3. In the event that any of the Settling Parties take the position that the Settlement Administrator is not acting in accordance with the terms of the Stipulation, that party's counsel shall meet and confer with counsel for the other Settling Parties prior to raising any such issue with the Settlement Administrator or the Court.

11. Continuing Jurisdiction of the Court. The Settling Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Settling Parties, Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Stipulation and the Judgment,

(ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

12. <u>Waiver of the Right to Appeal and Post-Judgment Challenge.</u> Provided the Judgment is consistent with the terms and conditions of this Stipulation, the Settling Parties, their respective counsel, and all Settlement Class Members who did not object to the Settlement, waive all rights to appeal from or challenge the validity of the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. For the sake of clarity, any reduction by the Court in Class Counsel's requested fees or costs or the enhancement payment paid to the Class Representative shall not be deemed inconsistent with the terms and conditions of this Stipulation; provided, however, that Defendant shall not oppose a request for attorneys' fees, costs, or enhancement award so long as such request does not exceed the amounts authorized by this Agreement. If an objector appeals the Judgment, the Settling Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, unless the appeal does not affect the amount of the Maximum Settlement Amount.

13. <u>Termination or Voidance of Settlement or Stipulation</u>

13.1. In the event that the Stipulation is not substantially approved by the Court or this Settlement is terminated, cancelled, or declared void, or the Stipulation fails to become effective in accordance with its terms, or if the Judgment does not become Final, the Settling Parties shall resume the Litigation at that time as if no Stipulation had been entered, with each of the Settling Parties bearing their own costs and fees with regard to the efforts to implement this Stipulation and obtain Court approval, and no payments whatsoever being made by Garda to anyone in accordance with the terms of this Stipulation, except that Garda will be responsible for any reasonable costs incurred by the Settlement Administrator up to the point in time that the Stipulation is terminated, cancelled, or declared void.

13.2. If the Court changes the dates of hearings provided for in this Stipulation, this shall not be deemed a substantial change necessitating termination of the settlement, providing that the Settling Parties agree to adjust other dates and deadlines in the Stipulation accordingly.

13.3. Notwithstanding any other provision of this Stipulation, no order of the Court or modification or reversal on appeal of any order of the Court concerning the amount of any attorneys' fees or costs or class representative enhancement award shall constitute grounds for cancellation or termination of the Stipulation or grounds for limiting any other provision of the Judgment. No order of the Court, including any order concerning attorneys' fees, may alter the Maximum Settlement Amount, nor shall Garda under any circumstances be obligated to pay more than the Maximum Settlement Amount.

13.4. The Settling Parties agree that California Code of Civil Procedure section 384 should not apply to this Stipulation as it results in a judgment. Any finding by the Court or any appellate court that Code of Civil Procedure section 384 applies to this Stipulation to require payment by Garda other than as set forth in this Stipulation shall be handled in good faith by the Settling Parties to the extent modification of this Settlement is required.

14. <u>Miscellaneous Provisions.</u>

14.1. The Settling Parties (a) acknowledge that it is their intent to consummate this agreement; and (b) agree to exercise their best efforts to obtain Court approval, secure the effectiveness of the Judgment, and implement all terms and conditions of the Stipulation.

14.2. The Stipulation represents a compromise of claims which are contested in good faith, and it shall not be deemed an admission by any of the Settling Parties as to the merits of any claim or defense. The Settling Parties agree that the amounts paid in settlement and the other terms of the settlement were negotiated at arms-length and in good faith by the Settling Parties, and reflect a settlement that was reached voluntarily after consultation with competent legal counsel.

14.3. The Settling Parties recognize and acknowledge that at the time of the execution of this Stipulation, there are issues of law that may be unresolved which could impact the claims at issue in the Litigation absent this Stipulation. The Settling Parties further recognize that they are reaching this settlement in light of the risks created by these and all other issues of unsettled law, and that all parties will take all efforts to enforce this Stipulation and obtain Court approval for this settlement regardless of any subsequent legal developments. The Settling Parties and Class Counsel agree that the proposed class is receiving benefit from this settlement by obtaining a settlement (and associated consideration) prior to such possible developments, and the Settling Parties and their counsel agree not to argue otherwise or seek to void this settlement or prevent court approval on the basis of any subsequent precedent.

14.4. Neither the Stipulation nor the settlement, nor any act performed or document executed pursuant to, or in furtherance of, the Stipulation or the settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim or Released PAGA Claim, or of any wrongdoing or liability of any of the Garda Releasees; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Garda Releasees, in any civil, criminal or administrative proceeding in any court, administrative agency, or other tribunal. This Stipulation and the associated Judgment, including with limitation the terms related to the PAGA claims, shall not give rise to issue preclusion or have any collateral estoppel or *res judicata* effect against any of the Garda Releasees, and no part of this Stipulation or resulting Judgment shall have any such effect or otherwise create liability for any Garda Releasees beyond Garda's obligation to satisfy the terms of the Judgment; nor shall the Stipulation and resulting Judgment have any bearing on any future penalty awards under PAGA or otherwise against any Garda Releasees. Nothing in this paragraph shall limit Garda's ability to assert or rely upon the preclusive or *res judicata* effect of the Judgment as a defense to other litigation or proceedings asserting one or more of the Released Claims or Released PAGA Claims.

14.5. Garda will not retaliate against Class Members for any actions taken or not taken with respect to this settlement.

14.6. Garda will not assert any claims against Class Counsel for their conduct in connection with the Litigation. The Settling Parties and their respective counsel acknowledge that Class Counsel and Garda's counsel have each complied with the requirements of California Code of Civil Procedure, section 128.7 to this point in the Litigation.

14.7. Except as expressly provided herein, at no time shall the Settlement Administrator provide Class Counsel or the Class Representative with the Social Security

Number, Last Known Address, or other contact information of Class Members.

14.8. All of the exhibits to the Stipulation are material and integral parts hereof and are fully incorporated herein by this reference.

14.9. This Stipulation may not be amended, changed, altered, or modified, except in writing and signed by the Settling Parties (or their successors-in-interest); provided, however, that Class Counsel and Garda's counsel may agree to modifications necessary to address any comments or concerns raised by the Court in connection with court approval of this Settlement, in which event counsel shall represent and warrant that they are authorized to make and agree to such modifications. The Stipulation, together with its exhibits, constitutes the entire agreement among the Settling Parties hereto and no representations, warranties, or inducements have been made to any party concerning the Stipulation or its exhibits other than the representations, warranties, and covenants contained and memorialized in such documents.

14.10. Class Counsel are expressly authorized by the Class Representative to take all appropriate action required or permitted to be taken by the Class pursuant to the Stipulation to effect its terms.

14.11. Each counsel or other Person executing the Stipulation or any of its exhibits on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

14.12. The Stipulation may be executed in one or more counterparts by email, facsimile, or Docusign (or similar such online signature methods). All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

14.13. The Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto; but this Stipulation is not designed to and does not create any third-party beneficiaries.

14.14. The Stipulation and the exhibits hereto shall be considered to have been negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and the rights and obligations of the Settling Parties shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of California without giving effect to that State's choice of law principles.

14.15. The language of all parts of this Stipulation shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either Settling Party. No Settling Party shall be deemed the drafter of this Stipulation. The Settling Parties acknowledge that the terms of the Stipulation are contractual and are the product of negotiations between the Settling Parties and their counsel. Each Settling Party and their counsel cooperated in the drafting and preparation of the Stipulation. In any construction to be made of the Stipulation, the Stipulation shall not be construed against any Settling Party and the canon of contract interpretation set forth in California Civil Code § 1654 and other similar statutory provisions shall not be applied.

14.16. Prior to the submission of this Stipulation for preliminary approval by the Court, neither the Class Representative nor Class Counsel shall communicate any terms of this settlement to any Person. Following the submission for preliminary approval and thereafter, the Class Representative and Class Counsel shall not publicize the settlement in this action or the terms thereof via (a) press releases; (b) Internet postings except for simply posting publicly filed court documents; or (c) any form of communications with the media. This shall not prohibit Class Counsel from (1) submitting this Stipulation to the LWDA to effect the PAGA portion of the settlement; (2) discussing this case or any aspect of this settlement with the Class Representative, any Class Member (absent or otherwise) in this case, or any court or opposing counsel; (3) disclosing their mere status as counsel in the case; or (4) posting on Class Counsel's websites the mere fact of a pending settlement and the relevant court documents prior to Final Approval, or following Final Approval posting the settlement amount and a brief and neutral description of the case.

14.17. Plaintiff, Class Counsel, Garda and its Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of this Stipulation directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Settling Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Stipulation 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 Settling Party agrees to immediately notify the other Settling Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Garda and its 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 Stipulation or the matters giving rise to this Stipulation except to respond only that "the matter was resolved," or words to that effect. Following the submission of the Motion for Preliminary Approval and thereafter, Plaintiff and his counsel shall not publicize this settlement via (a) press releases, (b) Internet postings that include the Garda Releasees' names or the case name or number, or (c) communications with the media. This shall not prohibit Plaintiff's counsel from discussing the Litigation or any aspect of the Settlement with Plaintiff or any Class Members or Aggrieved Employees, and shall not prohibit Plaintiff's counsel from in any way disclosing their mere status as counsel in the Litigation or making objective and truthful reference to the Settlement and any attorneys' fee awards in any future pleading in another litigation. The Settling 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 or seek to set aside the Judgment. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members. Nothing in this section will prevent Plaintiffs from providing information on allegedly unfair labor practices, or on labor disputes, to the National Labor Relations Board, or otherwise, to the extent protected by Section 7 of the National Labor Relations Act. Further, nothing in this Stipulation prevents Plaintiff from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that he has reason to believe is unlawful.

14.18. The Settling Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Settling Party in this Settlement.

14.19. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Garda in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to 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 Settlement Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendants.

14.20. The Setting Parties, Class Counsel and counsel for Garda believe and warrant that this Stipulation reflects a fair, reasonable, and adequate settlement of the Actions and have arrived at this Stipulation through arms-length negotiations, taking into account all relevant factors, both current and potential.

IN WITNESS WHEREOF, the parties hereto have caused the Stipulation to be executed.

Dated: 6/27/2025

Signed by: Ernest Murcia
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ERNEST MURCIA, Plaintiff

Dated: 6/30/25

GARDA CL WEST, INC.
By Jennifer Frankel (print name)
Its SVP Finance (title)

Approved as to form:

Dated: 6/27/2025

NOSRATI LAW, APC

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Dated: 06/30/2025

MUNGER, TOLLES & OLSON LLP

MALCOLM A. HEINICKE

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ERNEST MURCIA, as an individual and on behalf of all others similarly situated, Plaintiff, vs. GARDA CL WEST, INC., a California Corporation; GARDAWORLD CASHLINK, LLC, dba GARDAWORLD CASH, a Delaware limited liability company; STEPHAN CRETIER, an individual; PIERRE-HUBERT SEGUIN, an individual; PATRICK PRINCE, an individual;, and DOES 1-50, inclusive. Defendants.	Case No. 24STCV19275 **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE SETTLEMENT** Hearing Date: Hearing Time: Judge: Hon. Timothy P. Dillon Dept.: 15

This matter came before the Honorable Timothy P. Dillon of the Superior Court of the State of California, in and for the County of Los Angeles on __________[DATE], on the motion by Plaintiff Ernest Murcia ("Plaintiff") for preliminary approval of the class and representative action settlement with Defendant Garda CL West, Inc. ("Garda"). Garda has stated its non-opposition to the motion. The Court, having considered the briefs, argument of counsel and all matters presented to the Court and good cause appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class and Representative Action Settlement.

IT IS HEREBY ORDERED:

1. The Court preliminarily approves the Stipulation Re: Settlement of Class and Representative Action ("Stipulation" or "Settlement") submitted as Exhibit ___ to the Declaration of Omid Nasrati in Support of Plaintiff's Motion for Preliminary Approval of Class and Collective Action Settlement. This preliminary approval is based on the Court's determination that the Settlement set forth in the Stipulation is within the range of possible final approval, pursuant to the provisions of section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769 as well as the requirements of California Labor Code section 2699(l)(2).

2. This Order incorporates by reference the definitions in the Stipulation, and all terms not otherwise defined in this Order shall have the same meaning as set forth in the Stipulation.

3. The Maximum Settlement Amount is Five Hundred Twenty-Seven Thousand Six Hundred Forty Dollars ($527,640). It appears to the Court on a preliminary basis that the Settlement amount and terms are fair, adequate and reasonable as to all potential Class Members when balanced against the probable outcome of further litigation and the significant risks relating to certification, liability and damages issues. It further appears that investigation and research have been conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It further appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Litigation. It further appears that the Stipulation has been reached as the result of serious and non-collusive, arms-length negotiations. The Court therefore preliminarily finds that the Settlement is

fair, adequate, and reasonable when balanced against the probable outcome of further litigation and the significant risks relating to certification, liability, and damages issues.

4. The Stipulation specifies an attorneys' fees award not to exceed one-third of the Maximum Settlement Amount ($175,880), an award of litigation costs incurred not to exceed Twenty Thousand Dollars ($20,000), and proposed class representative enhancement payment to the named Plaintiff in an amount not to exceed Five Thousand Dollars ($5,000), each of which would be paid out of the Maximum Settlement Amount The Court will not approve the amount of attorneys' fees and litigation expenses, nor the amount of any service award, until the Final Approval Hearing. Plaintiff will be required to present evidence supporting these requests prior to final approval.

5. The Court recognizes that Plaintiff and Garda stipulate and agree to certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the following Class: "all non-exempt current and former employees who were employed by Garda in California as Driver-Messengers at any time during the Class Period (August 1, 2020 through [Preliminary Approval Date]), and who are not excluded pursuant to Section IV of the Stipulation."

6. The Court concludes that, for purposes of approving this settlement only, the Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) the claims of the Plaintiff are typical of the claims of the members of the Class; (d) the Plaintiff can fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to other available methods for the efficient resolution of this controversy; and (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiff is an adequate representative of the Class.

7. The Court provisionally appoints Plaintiff as the representative of the Class. The

Court provisionally appoints Omid Nasrati and Rene Maldonado of Nosrati Law A.P.C. as Class Counsel.

8. The Court hereby approves, as to form and content, the Court Approved Notice of Class and Representative Action Settlement and Hearing Date for Final Court Approval ("Class Notice"), attached as Exhibit B to the Settlement. The Court finds that the Class Notice appears to fully and accurately inform the Class of all material elements of the proposed Settlement and the Class Members' options including, inter alia, their options (i) to be excluded from the Class by submitting a written opt-out request, (ii) to be represented by counsel of their choosing, and (iii) to object to the terms of the Settlement. The Court further finds that the distribution of the Class Notice substantially in the manner and form set forth in the Stipulation and this Order meets the requirements of due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in the Stipulation. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly search for a more current address for the Class Member and re-mail the Class Notice Packet to the Class Member.

9. The Court hereby appoints Rust Consulting, Inc. as Settlement Administrator for the Settlement. No later than fifteen (15) calendar days after issuance of this Order, Garda shall provide to the Settlement Administrator an electronic spreadsheet with the Class Data. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, to carry out the procedures in the Stipulation, or pursuant to Garda's express written authorization or by order of the Court. The Settlement Administrator will perform address updates and verifications as necessary prior to the mailing of the Class Notice. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data spreadsheet, the Settlement Administrator will mail the Class Notice Packet to all Class Members via first-class U.S. Mail.

10. The Court hereby preliminarily approves the proposed procedure for exclusion from the Settlement. Any Class Member may individually choose to opt-out of and be excluded from the

Class as provided in the Class Notice by following the instructions set forth in the Class Notice. All requests for exclusion must be sent to the Settlement Administrator and postmarked by no later than the Notice Response Deadline, which is forty-five (45) calendar days after the Settlement Administrator initially mails the Class Notice Packets to the Class Members. Any person who chooses to opt-out of and be excluded from the Class will not be entitled to any of the Class recovery under the Settlement and will not be bound by the Settlement regarding the release of Class claims or shall not have any right to object, appeal or comment on the Settlement. Aggrieved Employees shall be sent their Individual PAGA Payment and will be subject to the release of the Released PAGA Claims regardless of whether they opt-out of the Class. Class Members who have not requested exclusion shall be bound by all determinations of the Court, the Stipulation, and the Judgment, except that only such Class Members who cash their settlement checks shall be bound by the release of FLSA claims. A request for exclusion applies only to the individual submitting the request for exclusion, and any attempt to effect an opt-out on behalf of any other individual or individuals (including a group, class, or subclass of individuals) is not permitted and will be deemed invalid.

11. Any Class Member who has not opted out may appear at the Final Approval Hearing and may object or express the Class Member's views regarding the Settlement and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Class Notice. Class Members will have until the Notice Response Deadline set forth in the Class Notice to submit their written objections to the Settlement Administrator in accordance with the instructions in the Class Notice. Alternatively, Class Members may appear at the Final Approval Hearing to make an oral objection.

12. A Final Approval Hearing shall be held before this Court on ______________ ______________ at ________(a.m/p.m) in Department 15 at the of the Los Angeles County Superior Court to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Litigation on the terms and conditions provided for in the Stipulation is fair, adequate and reasonable and should be finally approved by the Court; whether the Final Approval Order and Judgment should be entered herein; whether the plan of allocation contained in

the Stipulation should be approved as fair, adequate and reasonable to the Class Members; and to finally approve attorneys' fees and costs, the service awards, and the expenses of the Settlement Administrator. The motion for final approval of the class settlement and for award of attorneys' fees, costs and service awards shall be filed with the Court and served on all counsel no later than sixteen (16) court days before the hearing and shall be heard at the Final Approval Hearing. Class Counsel shall provide drafts of these documents to Garda's Counsel no later than seven (7) days before filing to provide Class Counsel and Garda's Counsel an opportunity to expeditiously meet and confer in good faith to resolve any disagreements regarding the Motion for Final Approval.

13. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall be construed as a concession or admission by Garda in any way that the claims asserted have any merit or that this Litigation was properly brought as a class or representative action, and shall not be used as evidence of, or used against Garda as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault or omission by Garda or with respect to the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the Stipulation, nor any exhibit, document, statement, proceeding or conduct related to the Settlement or Stipulation, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse to the Garda, including, but not limited to, evidence of a presumption, concession, indication or admission by Garda of any liability, fault, wrongdoing, omission, concession or damage.

14. The Court finds that Plaintiff has given notice of the Settlement to the California Labor and Workforce Development Agency ("LWDA"), as required by PAGA, and California Labor Code section 2699(l)(2) specifically, and the Court orders Plaintiff to promptly submit the Judgment, if and when entered, to the LWDA per California Labor Code section 2699(l)(3).

15. In the event the Settlement does not become effective in accordance with the terms of the Stipulation, or the Settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Stipulation,

and expressly reserve their respective rights regarding the prosecution and defense of this Litigation, including all available defenses and affirmative defenses, and arguments that no claim in the Litigation could be certified as a class action and/or managed as a representative action. In such an event, the Court's orders regarding the Settlement, including this Order, shall not be used or referred to in litigation or otherwise for any purpose.

16. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and all dates provided for in the Stipulation without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

17. The Litigation is stayed and all trial and related pre-trial dates are vacated, subject to further orders of the Court at the Final Approval Hearing.

IT IS SO ORDERED.

DATED: ___________, 2025

HON. TIMOTHY P. DILLON
LOS ANGELES SUPERIOR COURT

EXHIBIT B

PLEASE READ THIS NOTICE CAREFULLY AS YOUR LEGAL RIGHTS MAY BE AFFECTED.

AUTHORIZED BY THE SUPERIOR COURT FOR THE COUNTY OF LOS ANGELES
Murcia v. Garda CL West, Inc., et al
Civil Case No. 24STCV19275

This is not junk mail, an advertisement, or solicitation by a lawyer. You are not being sued.

YOU ARE RECEIVING THIS NOTICE BECAUSE THE BUSINESS RECORDS OF GARDA CL WEST, INC. ("GARDA") INDICATE THAT YOU WERE EMPLOYED BY GARDA BETWEEN AUGUST 1, 2020 AND [PRELIMINARY APPROVAL DATE] (HEREAFTER CALLED THE "CLASS PERIOD").

THIS NOTICE PROVIDES YOU WITH INFORMATION ON A CLASS AND REPRESENTATIVE ACTION SETTLEMENT, WHICH MAY AFFECT YOUR RIGHTS AND WHICH MAY ENTITLE YOU TO A SETTLEMENT PAYMENT.

THIS NOTICE IS NOT AN EXPRESSION OF THE COURT'S VIEWS ON THE MERITS OF ANY CLAIMS BY THE PLAINTIFF OR ANY DEFENSE RAISED BY GARDA. THE NOTICE IS SOLELY INTENDED TO ADVISE YOU OF THE EXISTENCE OF THE LAWSUIT AND THE PENDING SETTLEMENT, AND OF YOUR RIGHTS ARISING OUT OF THE SETTLEMENT.

I. INTRODUCTION

Plaintiff Ernest Murcia ("Plaintiff") filed the above-referenced lawsuit (the "Lawsuit") against Garda in Los Angeles Superior Court on August 1, 2024. He filed a First Amended Complaint on February 18, 2025. In the Lawsuit, Plaintiff asserted wage and hour claims against Garda under the California Labor Code, Industrial Welfare Commission Wage Orders, and the California Business and Professions Code, and he sought payment of wages and other relief for a Class of all non-exempt current and former employees who were employed by Garda in California as Driver-Messengers at any time during the Class Period, which is August 1, 2020 through [**Preliminary Approval Date**]. The Lawsuit also sought civil penalties under the

California Private Attorneys' General Act of 2004 ("PAGA") for all non-exempt Driver Messengers who worked for Garda in the State of California at any time during the PAGA Period, which is September 13, 2022 to [the date of Preliminary Approval]. These individual are referred to herein as "Aggrieved Employees."

Garda strenuously denies the allegations made by Plaintiff in the Lawsuit and contends that it has, at all times, complied with all wage and hour requirements required by law and the PAGA statute and also that its current practices are fully consistent with pertinent law. Further, the Court overseeing this Lawsuit has not made any determination that Plaintiff's claims are valid. However, Garda values its relationships with its employees, and has chosen to resolve this lawsuit and make payments to its current and former employees instead of incurring further disruption and expense in litigation. Garda has not admitted to any liability by entering into this Settlement.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Garda to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendants to pay PAGA Penalties to the California Labor and Workforce Development Agency ("LWDA") and Individual PAGA Payments to Aggrieved Employees.

Based on Garda's records, your Individual Class Payment is estimated to be <<$_______________>> (including tax withholdings) and your share of the PAGA Penalties is estimated to be <<$________________>>. If no amount is stated for your share of the PAGA Penalties, then according to Garda's records you are not eligible for a share of the PAGA Penalties because you did not work for Garda during the PAGA Period.

The Court has already preliminarily approved the Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the settlement amount will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Garda to make payments under the Settlement and, in exchange, requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Garda.

You will be deemed to have carefully read and understood this Notice, and your legal rights will be affected whether you act or do not act. **Garda will not retaliate against you for any actions you take with respect to the proposed Settlement.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
If You Wish to Receive a Settlement Payment – Take No Action	If you do nothing, you will be a Participating Class Member, eligible to receive an Individual Class Payment and a share of the PAGA Penalties (if any). In exchange, you will give up your right to assert the wage claims against Garda that are covered by this Settlement ("Released Claims"), in addition to being subject to the release of the Released PAGA Claims, as set forth in Section V. Your endorsing and cashing your check will, to the extent necessary to effectuate the full release set forth below, be deemed to be your decision to opt into this matter.
You Can Exclude Yourself from (or "opt out of") the Class Settlement, but not the PAGA Settlement.	You can opt out of the Class Settlement by sending the Settlement Administrator a written Opt Out Request by [**NOTICE RESPONSE DEADLINE**]. Instructions on how to do this are below in Section IV.C. **If you request exclusion, you will receive no money from the Class Settlement and you will not be bound by the Class Settlement, which means that you will retain any rights against Garda related to the claims in the Lawsuit that you could still otherwise assert personally, subject to the statute of limitations and other pertinent restrictions.** Once excluded, you will be an Opt Out and you will not be able to object to any portion of the proposed Settlement.

	However, you cannot opt out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee and exclude yourself from the Class Settlement, you will still be paid your Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims.
If You do not Opt Out of the Class Settlement, You can Object to the Class Settlement	All Class Members who do not opt out ("Settlement Class Members") can object to any aspect of the proposed Class Settlement. If you want to object to the Class Settlement, you can submit a written objection, which must be postmarked by **[NOTICE RESPONSE DEADLINE]**. Instructions on how to do this appear below in Section IV.D. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Lawsuit on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable, provided that you do not opt out of the Class Settlement. Unless you opt out of the settlement, you will remain in the Settlement Class and subject to the Settlement and resulting judgment. Please note that if you opt out of the Settlement Class, you will not be permitted to object to the settlement.

II. THE PEOPLE RECEIVING THIS NOTICE

This Notice is being mailed to the last known addresses of all non-exempt Driver-Messengers who were or are employed by Garda in the State of California at any time during the Class Period (August 1, 2020 through [Preliminary Approval Date])("Class Members").

Garda will not retaliate in any way against any Class Members for exercising any rights described in this Notice or for participating in the settlement. Whether and how you respond to this Notice will have no effect on your employment at Garda.

III. DESCRIPTION OF THE SETTLEMENT

A. Summary of the Lawsuit

On August 1, 2024, Plaintiff filed a putative class action complaint against Garda which asserted the following class claims: failure to provide meal periods, failure to provide rest breaks, failure to pay all earned wages and overtime, failure to provide accurate itemized statement, failure to pay wages at the time of separation, waiting time penalties, failure to indemnify business expenses, and unfair business practices. On February 18, 2025, Plaintiff filed a first amended complaint adding a cause of action for violation of the Private Attorney General Act ("PAGA.") The Settlement covers all claims alleged by Plaintiff.

B. Summary of the Settlement

On behalf of the Class Members, Plaintiff has reached a voluntary settlement agreement with Garda. The total amount of the settlement is $527,640. This amount is referred to below as the "Maximum Settlement Amount." This amount will cover payments to participating Class members as well as (i) attorneys' fees that are awarded by the Court (as described below, Class Counsel may request fees not to exceed $175,880, which is one-third of the Maximum Settlement Amount), (ii) court costs allowed by the Court (Class Counsel will seek reimbursement in an amount not to exceed $20,000, to reimburse them for the costs they incurred in this case), (iii) an enhancement payment for Plaintiff for acting as the Class Representative, not to exceed $5,000; (iv) an $80,000 PAGA payment of which 65% or $52,000 will be paid to the California Labor Workforce Development Agency with the remaining 35% or $28,000 to be paid to Aggrieved Employees as Individual PAGA Payments, and (v) the reasonable costs of administering the settlement, not to exceed $25,000. The Settlement and these specific and estimated payments are all subject to the approval of the Court.

Garda has not admitted any liability or wrongdoing. To the contrary, Garda contends that it has, at all times, complied with all wage and hour requirements and the PAGA statute. A full copy of the Settlement Agreement, which is entitled the Stipulation Re: Settlement of Class and Representative Action, as well as other public documents filed with regard to this matter, can be inspected in the Office of the Court Clerk (see below) or at this website: [Settlement Administrator WEBSITE ADDRESS]. After its initial review of the settlement, the Court has granted preliminary approval of the settlement, and has directed the parties to send this Notice.

As set forth in greater detail in the Release of Claims section below, Class Members who do not opt out of (exclude themselves from) the settlement will give up any claims against Garda and its affiliates as set forth in the Release of Claims section below, for the time period of August 1, 2020 through <<date of preliminary approval >>. Class Members who opt out of the settlement will not be subject to this release, but they also will not receive any payment under this settlement. However, Aggrieved Employees cannot opt out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee and exclude yourself from the Settlement as a Class Member, you will still be paid your Individual PAGA Payment stated above and will remain subject to the release of the Released PAGA Claims.

C. What Will I Get Under the Settlement?

Class members who take no action and thus do not opt out of the settlement will be mailed a settlement payment by the Settlement Administrator, _________, approximately 90 days following final approval by the Court (approximately 180 days from now), assuming the Court in fact grants final approval for the settlement.

(1) Calculation of Payment to Class Members: After the amounts of the court-approved attorneys' fees and costs, the class representative enhancement payment, the PAGA Penalties payment, and the Settlement Administrator's fees and expenses payment are deducted from the Maximum Settlement Amount, the remaining portion, the "Maximum Settlement Portion for Payments to the Settlement Class Members," shall be distributed as Individual Class Payments to the Settlement Class Members by the Settlement Administrator. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Maximum Settlement Portion for Payments to the Settlement Class Members by the total number of Workweeks worked by all Settlement Class Members for Garda in California during the Class Period and (b) multiplying the result by each Settlement Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Settlement Class

Member worked for Garda as a Class Member for at least one day. The number of Workweeks will be based on Garda's records.

(2) Calculation of Payment to Aggrieved Employees: The PAGA Payment is $80,000, and 65% or $52,000 will be paid to the California Labor Workforce Development Agency with the remaining 35% or $28,000 to be paid to Aggrieved Employees as Individual PAGA Payments. The Individual PAGA Payment for each Participating Aggrieved Employee will be calculated by (a) dividing $28,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees for Garda in California during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's Pay Periods. "PAGA Pay Periods" means any pay period during the PAGA Period in which an Aggrieved Employee worked for Garda for at least one day. The number of PAGA Pay Periods will be based on Garda's records; however, Aggrieved Employees may challenge the number of PAGA Pay Periods as explained below. For those Settlement Class Members who are also Aggrieved Employees, the Settlement Administrator shall issue the Settlement Class Member their Individual Settlement Sum in one check.

Class Members will have 180 days within which to cash the checks. Any checks remaining uncashed after 180 days shall become void, and the funds associated therewith will be tendered to the State Controller's Office, Unclaimed Property Division in the name of Class Member who fails to cash their check. Class Members who fail to negotiate their settlement checks in a timely fashion will remain subject to the terms of the Settlement and associated judgment. Settlement Class Members who execute their checks will be subject to the release of claims against Garda under the federal Fair Labor Standards Act that arose during the Class Period.

D. Is My Settlement Payment Taxed?

The payments to Class Members are being made for the settlement of claims for unpaid wages and for other claims, such as for unreimbursed business expenses, penalties, liquidated damages, and interest. The payments made for the settlement of claims for unpaid wages shall be subject to required withholdings and deductions and shall be reported by Garda (through the Settlement Administrator) in the year of payment as wage income to the Class Members on a Form W-2 or analogous form. The payments made for the settlement of any other claims, such as for unreimbursed business expenses, penalties, liquidated damages, and interest shall not be subject to withholdings or deductions and shall be reported by Garda (through the Settlement Administrator) as non-wage income in the year of payment on a Form 1099 issued to the Class Member with no withholdings or payroll taxes. Each Aggrieved Employee's share of the PAGA Penalties will be reported on a Form 1099. This means you will receive a Form 1099 for a portion of the payment. Other than the withholding and reporting requirements set forth in this paragraph, each Class Member will be solely responsible for the reporting and payment of any federal, state and/or local income or other tax or any other withholdings, if any, on any of the payments made pursuant to this settlement. Neither Garda, Plaintiff, nor their attorneys make any representations concerning the tax consequences of this settlement or your participation in it. If you have any questions about the tax consequences of the payments you may receive under the settlement, you should consult your tax advisor.

E. How Much Will Class Counsel Be Paid in Attorneys' Fees?

As stated above, Class Counsel will request that the Court award them attorneys' fees not to exceed $175,880, which is one-third of the Maximum Settlement Amount. Class Counsel will also seek reimbursement in an amount not to exceed $20,000 to reimburse them for the costs they incurred in this case, which will also be subject to Court approval. Any such payments will be made out of the Maximum Settlement Amount.

IV. <u>THE RIGHTS AND OPTIONS OF CLASS MEMBERS</u>

Class Members like you have three options, as follows:

(i) You **can take no action and you will be included in the settlement and mailed a settlement payment**. See Section B below for more details. If you take no action, you will remain in the settlement class, and you will release your Released Claims as set forth below.

(ii) You may **opt out of (exclude yourself from) the Class Settlement** by sending a written request to the Settlement Administrator no later than [NOTICE RESPONSE DEADLINE]. If you opt out, then you will receive no money from the Class Settlement and you will not be bound by the Class Settlement, which means that you will retain any rights against Garda related to the claims in the Lawsuit that you could still otherwise assert personally, subject to the statute of limitations and other pertinent restrictions. Once excluded, you will be an Opt Out and you will not be able to object to any portion of the proposed Settlement. However, you cannot opt out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee and opt out of the Class Settlement, you will still be paid your Individual PAGA Payment stated above and will remain subject to the release of the PAGA Claims.

(iii) You may **object to the settlement** by submitting your written objections in the manner described below no later than [NOTICE RESPONSE DEADLINE]. If you object to the settlement, you will still remain in the Class, release your Released Claims and participate in the Settlement, assuming it is approved by the Court. See Section D below for more details. If you opt out of the settlement class, you will not be permitted to object to the settlement.

A. How Do I Make Corrections to My Name or Address?

If you wish to change the name or address listed on the envelope in which this Notice was sent, please complete Form "A" attached to this Notice and submit it to the Settlement Administrator before the deadline specified on the form.

B. How Do I Receive Payment?

If the settlement is finally approved by the Court, you will not need to take any action to be sent a settlement payment. As long as you do not opt out of the Class Settlement, the Settlement Administrator will mail your settlement payment to the address to which this notice was sent unless you update your address. If you opt out of the Class Settlement, and you are an Aggrieved Employee, you will still receive a settlement payment for the PAGA Settlement. Class Members who take no action and remain in the class will give up the Released Claims. Class Members who are Aggrieved Employees and opt out of the Class Settlement will still release their PAGA Claims.

Class Members who remain in the class will be represented by Plaintiff and Class Counsel. Omid Nosrati of Nosrati Law, APC has been appointed as Class Counsel in this matter for purposes of this settlement and the associated approval process.

Class Members who remain in the class may choose to retain their own attorneys. Class members who choose this option will be responsible for their own attorneys' fees and costs.

Class Members who do not opt out of the Settlement may also object to the terms or nature of the Settlement at or prior to the hearing on the settlement using the procedure set forth below.

C. How Do I Opt Out of the Class Settlement?

Class Members may elect to "opt out" of the Class Settlement and thus exclude themselves from the associated settlement and judgment. **Class members who opt out will NOT receive a Class Settlement payment** and will remain free, subject to the statute of limitations and other similar restrictions, to bring claims against Garda relating to the alleged class violations described above. However, you cannot opt out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee and opt out of the Class Settlement, you will still be paid your Individual PAGA Payment stated above and will remain subject to the release of the Released PAGA Claims.

Class Members who wish to opt out of the class portion of this settlement must mail a timely written request to the Settlement Administrator at [SETTLEMENT ADMINISTRATOR ADDRESS]. The opt out request must state the Class Member's full name, address, date of birth, and the dates of employment by Garda, and it must contain the following or a substantially similar statement: "I wish to opt out of the Class Settlement in *Murcia v. Garda CL West, Inc., et al,* Case No. 24STCV19275, and I understand by doing so, I will not receive a Class Settlement Payment. I understand that, if I am an Aggrieved Employee, I will still be paid my Individual PAGA Payment stated above and will remain subject to the release of the Released PAGA Claims." To be effective, the request to opt out must be postmarked on or before **[Notice Response Deadline].** This deadline is final, and opt out requests that are not postmarked on or before that date will not be honored.

D. How Do I Object to or Raise Issues Concerning the Settlement?

If you do not opt out of the Class Settlement, you can elect to (but are not required to) submit a written objection to any terms of the Settlement. Your objection must be in writing and include your full name, address, telephone number, and signature. Any written objection must include a statement that you object to the settlement in *Murcia v. Garda CL West, Inc., et al,* Case No. 24STCV19275, and the reason(s) for your objection. Such objection must be mailed to [SETTLEMENT ADMINISTRATOR ADDRESS] postmarked no later than [NOTICE RESPONSE DEADLINE]. The Settlement Administrator will then provide your objection to the Parties' attorneys to provide to the Court for its review. If the Court overrules your objection, or otherwise approves the Settlement, you will remain in the Class, you will still be entitled to receive your payment, and you will release the claims as set forth below in Section V. You cannot opt out of the Settlement and also object to it.

For the person receiving this individualized notice, Garda records reflect that you worked <<__________>> workweeks during the Class Period and you worked <<________>> pay periods during the PAGA Period. If you believe that you worked more workweeks and/or pay periods than these figures, you can submit a challenge by the Notice Response Deadline. Please note that Class Members may have worked for Garda before the Class Period, but only those workweeks during the Class Period and PAGA Period are reflected here. If you wish to challenge the number of Workweeks or PAGA Pay Periods set forth in this Notice, you must submit a written, signed dispute along with supporting documents, to the Settlement Administrator no later than the Notice Response Deadline, which is ____________________ . Such dispute must be sent to the following address: ____. You may also fax the dispute to _________________ or email the dispute to _____________________ by no later than the Notice Response Deadline. Any dispute should include supporting documents or evidence and will be finally resolved by the Settlement Administrator.

V. <u>RELEASE OF CLAIMS</u>

The Settlement provides for the release of both Class Claims and PAGA Claims.

<u>Released Class Claims</u>: All Class Members who do not opt out of the Settlement will be subject to this Settlement and the judgment to be entered in the Lawsuit. This means that Class Members will release and discharge any and all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, including without limitation, statutory, constitutional, contractual or common law claims, against the Garda Releasees (which includes, but is not limited to, Garda and all of its employees, agents, affiliates, parent companies (both direct and indirect), insurers, owners and other related entities/persons, or any of them), known or unknown, accrued or unaccrued, for (i) wages, including without limitation, all regular, overtime, and premium wages; (ii) failure to compensate Class Members for all hours worked; (iii) failure to comply with payroll or wage record-keeping documentation or wage statement itemization requirements; (iv) failure to provide sufficient meal and/or rest periods or pay additional sums of money in lieu thereof; (v) failure to timely pay wages and/or pay wages due at termination; (vi) failure to furnish accurate wage statements; (vii) failure to pay minimum wages; (viii) failure to reimburse business or other expenses and costs; (ix) unfair business practices relating to or arising out of the claims listed above; and (x) to the extent not covered above, any claims pled in or reasonably arising out of the facts alleged in the complaints in the Lawsuit or in the LWDA Letter. Without limiting the foregoing, this release shall include, without limitation, any claims arising under (a) the California Labor Code sections 201 to 204, 210, 218, 218.5, 218.6, 221, 223, 226, 226.2, 226.3, 226.7, 227.3, 233, 246, 246.5, 256, 510, 512, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802, (b) the California Unfair Competition Act, (c) the federal Fair Labor Standards Act ("FLSA"), and (d) all pertinent California IWC Wage Orders, including without limitation Wage Order 9.

Each Class Member who does not opt out of the settlement will release the Released Claims set forth in this Section of the Notice. Class members who do opt out of the settlement, and who are eligible for an Individual PAGA Payment, will still be deemed to have released the Released PAGA claims as follows.

Released PAGA Claims: Under the settlement, Aggrieved Employees will release the "Released PAGA Claims," which consist of all claims for PAGA penalties accruing during the PAGA Period that were alleged in the complaints in the Litigation or the Plaintiff's PAGA letter to the Labor and Workforce Development Agency ("PAGA Notice"), or that reasonably could have been alleged based on the facts alleged in such complaints and PAGA Notice. Without limiting the generality of the foregoing, the Released PAGA claims include (a) any claims for any of the alleged violations listed in (i) through (viii) in Section 1.32, above, and (b) any claims for alleged violations of California Labor Code sections 201 to 204, 210, 218, 218.5, 218.6, 221, 223, 226, 226.2, 226.3, 226.7, 227.3, 233, 246, 246.5, 256, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2699, 2800, and 2802, and California Code of Regulations, Title 8, Section 11040, Subdivisions 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14), Wage Order 9-2001 section 14, and the applicable wage orders.

VI. VII. FINAL FAIRNESS HEARING

On **[INSERT DATE]**, the Court granted preliminary approval for the settlement of the Lawsuit as a class action, ordered that this Notice of Pending Settlement be mailed to all Class Members, and scheduled a hearing on final approval for **[INSERT DATE]**. This hearing will take place before the Honorable Timothy P. Dillon in Department 15 of the Superior Court of the State of California, County of Los Angeles, located at 312 North Spring Street, Los Angeles, California 90012. Class Members can express their views on the Settlement at or before this hearing but you are not required to do so, nor are you required to attend this hearing to receive payment or exercise other rights. You may appear at the hearing to object to the Settlement even if you failed to a written objection in advance, provided that you have not opted out of the settlement. This hearing may be conducted remotely, and virtual attendance at the Final Approval Hearing is possible. The Final Approval Hearing may be continued without further notice to the class. Class Members can consult Court's website to confirm the hearing date and time, and to obtain further information on how to attend virtually.

Prior to this hearing, the Settlement Administrator will present any timely written objections to counsel for the parties, who will in turn present them to the Court and the Court will hear any oral objections.

Again, your attendance at this hearing is completely optional, and Settlement Class Members do not need to appear at this hearing or take any other action to receive payment.

VII. EXAMINATION OF PAPERS FILED IN THIS LAWSUIT

This Notice does not include all the details set forth in the full Settlement Agreement. All persons whose rights may be affected by the settlement described above, as well as the general public, may inspect the files (including the full settlement agreement) on the Court's website or through the Court Clerk at the following address: 12 North Spring Street, Los Angeles, California 90012, and you will need to make an appointment to so inspect the files in person. The Court's website is free to use, and it can be found at: www.lacourt.org. At that site, you can run a case query under the online services tab by using the case number for this matter, which is 24STCV19275.

PLEASE DO NOT CALL OR WRITE THE COURT WITH QUESTIONS REGARDING THIS LAWSUIT.

IF YOU HAVE ANY QUESTIONS, PLEASE CALL OR WRITE THE SETTLEMENT ADMINISTRATOR AT: [INSERT ADDRESS]

FORM A

Change of Name and/or Address Information

Pursuant to the class notice, I wish to change my name and/or mailing address information to the following:

Name:

Street and Apt. No., if any:

City, State and Zip Code:

For purposes of verification only, I began working at Garda CL West, Inc. in

________________________, _______.

(Month) (Year)

I understand that all future correspondence in this lawsuit, including but not necessarily limited to important notices or payments to which I may be entitled, will be sent to the address listed above and not to the address previously used. I hereby request and consent to the use of the address listed above for these purposes.

Please be advised that further verification of this change of name or address may be sought by the Settlement Administrator, via mail or by telephone. Thus it is critical that you provide your current phone number below.

DATED: _____________, 202_ Submitted by:

____
Print Name

____
Signature

____
Current Telephone Number

PLEASE RETURN THIS FORM VIA UNITED STATES MAIL TO:

Rust Consulting, Inc.

<address>

Re: *Murcia* Litigation: Class and Collective Action Settlement

THIS FORM MUST BE POSTMARKED BY [NOTICE RESPONSE DEADLINE], TO CHANGE YOUR ADDRESS

EXHIBIT C

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ERNEST MURCIA, as an individual and on behalf of all others similarly situated, Plaintiff, vs. GARDA CL WEST, INC., a California Corporation; GARDAWORLD CASHLINK, LLC, dba GARDAWORLD CASH, a Delaware limited liability company; STEPHAN CRETIER, an individual; PIERRE-HUBERT SEGUIN, an individual; PATRICK PRINCE, an individual;, and DOES 1-50, inclusive. Defendants.	Case No. 24STCV19275 **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS AND REPRESENTATIVE SETTLEMENT** Hearing Date: Hearing Time: Judge: Hon. Timothy P. Dillon Dept.: 15

The motion of Plaintiff Ernest Murcia ("Plaintiff") for an order finally approving the class and collective action settlement of this Lawsuit between Plaintiff and Defendant Garda CL West, Inc. ("Garda") came on for hearing on _______________ before the Honorable Timothy P. Dillon. Garda has stated its non-opposition to the motion. The Class having been informed consistent with the requirements of due process, and the Court, having reviewed the motion, arguments of counsel and evidence presented at the hearing, and otherwise being fully informed, hereby ORDERS that the motion is GRANTED. The Court hereby adopts the capitalized terms as set forth in the Stipulation Re: Settlement of Class and Representative Action ("Stipulation" or "Settlement"). The Court finds that the Stipulation was entered by the Parties in good faith and at arm's length and the Stipulation is approved, including:

1. For the reasons set forth in the Preliminary Approval Order, which are adopted and incorporated herein by reference, this Court finds that the requirements of California Code of Civil Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

2. The Court finds that this litigation presented a good faith dispute over the payment of wages and various Labor Code provisions, and the Court finds in favor of settlement approval.

3. The Court has considered all relevant factors for determining the fairness of the Settlement and has concluded that all such factors weigh in favor of granting final approval. In particular, the Court finds that the Maximum Settlement Amount of Five Hundred Twenty-Seven Thousand Six Hundred Forty Dollars ($527,640) and the other terms set forth in the Stipulation are fair, reasonable, and adequate.

4. On ______, Plaintiff submitted the proper notice of the Settlement to the California Labor and Workforce Development Agency ("LWDA") prior to filing his motion for approval of the Settlement.

5. Pursuant to Labor Code § 2698, *et seq*., the Court also finds that the Settlement's resolution of the alleged PAGA claims furthers PAGA's objectives. The PAGA Penalties amount of $80,000 is approved and shall be paid out of the Maximum Settlement Amount, 65% of which shall be allocated and paid to the LWDA and 35% of which shall be distributed to the Aggrieved

Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment for payment to the Aggrieved Employees.

6. In compliance with the Court's Preliminary Approval Order, the Class Notice was mailed by first class mail to members of the Class at their last known addresses on or about _______________. Mailing of the Class Notice to members' last known addresses was the best notice practicable under the circumstances and was reasonably calculated to communicate actual notice of the litigation and the proposed settlement to the Class.

7. The Class Notice fully and accurately informed the Class Members of all material elements of the proposed Settlement and the Class Members' options including, *inter alia*, their options (i) to be excluded from the Class by submitting a written opt-out request, (ii) to be represented by counsel of their choosing, and (iii) to object to the terms of the Settlement. The Class Notice also informed Class Members that if they did not opt out of the Settlement and cash their settlement checks, they will be releasing their claims under the federal Fair Labor Standards Act ("FLSA"). The Class Notice was valid, due, and sufficient notice to all Class Members, and complied fully with the laws of the State of California, the United States Constitution, due process and other applicable law. The Class Notice fairly and adequately described the Settlement and provided Class Members with adequate instructions and means to obtain additional information.

8. A full opportunity has been afforded to the Class Members to participate at the approval hearing, and all Class Members and other persons wishing to be heard have been heard. Class Members also have had a full and fair opportunity to exclude themselves from the proposed Settlement and Class. There was an adequate interval between notice and the deadline to permit Class Members to choose what to do and act on their decision. Accordingly, the Court determines that all Class Members who did not timely and properly submit a request for exclusion in accordance with the Stipulation are bound by the Settlement and this Judgment.

9. The Stipulation is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801. The Court finds that the Settlement was the result of arm's-length bargaining between the Parties during an all-day mediation before Eve Wagner, a respected and experienced mediator of wage and hour class actions and PAGA suits. There has been no

collusion between the Parties in reaching the proposed settlement. Plaintiff's investigation and discovery have been sufficient to allow the Court and counsel to act intelligently and to become familiar with the strengths and weaknesses of the claims. Counsel for both Parties are experienced in similar employment class action litigation. All counsel recommended approval of the Stipulation. [There were no objectors/the percentage of objectors and requests for exclusion is small. ____ objections were received. ________ requests for exclusion were received].

10. The consideration to be given to the Class Members, the Aggrieved Employees, and the LWDA under the terms of the Stipulation is fair, reasonable and adequate consideration for the release of claims, given the uncertainties and significant risks of the litigation related to certification, liability, and damages issues; the strengths and weaknesses of the claims; and the delays which would ensue from continued prosecution of the Lawsuit. In so finding, the Court has considered all evidence presented, and the Parties have provided the Court with sufficient information about the nature and magnitude of the claims being settled, as well as the impediments to recovery, to permit the Court to make an independent assessment of the reasonableness of the terms to which the Parties have agreed.

11. Solely for purposes of effectuating this settlement, this Court has certified a class of all Class Members, defined as: "all non-exempt current and former employees who were employed by Garda in California as Driver-Messengers at any time during the Class Period (August 1, 2020 through [Preliminary Approval Date]) and who were not excluded by Garda pursuant to Section IV of the Stipulation." The Court deems this definition sufficient for purposes of due process and California Code of Civil Procedure section 382 as well as California Rule of Court 3.764. The Court granted final approval of the class settlement with respect to the Class. All persons who meet the foregoing definition are members of the Settlement Class, except for those individuals who timely submitted a valid request for exclusion ("opt out") from the Class. The following Class Members were the only Class Members who opted out of the Settlement: ________________________. In addition, on <date>, Garda timely excluded the following individuals from the Class pursuant to Section IV of the Stipulation: <list>. By reason of such exclusion, such persons are not members of the Settlement Class.

12. For purposes of approving this Settlement only, this Court finds and concludes that: (a) the Members of the Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Class, and there is a well-defined community of interest among Members of the Class with respect to the subject matter of the Litigation; (c) the claims of the Class Representative are typical of the claims of the Members of the Class; (d) the Class Representative has fairly and adequately protected the interests of the Members of the Class; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel for the Plaintiffs in their individual and representative capacities and for the Class.

13. The Stipulation provides for a class representative enhancement payment of not more than $5,000 to Plaintiff, subject to the Court's approval. The Court hereby awards the class representative enhancement payment in the amount of $__________ to Plaintiff, which shall be paid out of the Maximum Settlement Amount. The Court finds that such class representative enhancement payment is reasonable in light of the risks and burdens undertaken by the Plaintiff in the litigation, for his time and effort in bringing and prosecuting this matter on behalf of the Class and the Aggrieved Employees.

14. The Court finds that Omid Nasrati and Rene Maldonado of Nosrati Law A.P.C. ("Class Counsel") have the requisite qualifications, experience, and skill to protect and advance the interests of the Class. The Court therefore finds that Class Counsel satisfy the professional and ethical obligations attendant to the position of class counsel, and hereby incorporates and affirms its Preliminary Approval Order appointing Class Counsel as counsel for the Class. The Court hereby awards Class Counsel a fees payment in the amount of $_______ and a costs and expenses payment in the amount of $_________, both of which shall be paid out of the Maximum Settlement Amount. These amounts are reasonable, in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar and billing statement. Class Counsel shall not seek or obtain any other compensation or reimbursement from Garda, Plaintiff, or members of the Class.

15. The payment of $_____________ to the Settlement Administrator as payment for the Settlement Administrator's fees and costs is approved because this amount is reasonable in light of the work performed by the Administrator, and such amount shall be paid out of the Maximum Settlement Amount. The Settlement Administrator shall calculate and administer the payments to be made to the Settlement Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the class representative enhancement payment to the Plaintiff, distribute the PAGA Penalties, issue any required tax reporting forms, calculate withholdings, and perform the other remaining duties set forth in the Stipulation.

16. The Clerk of the Court shall forthwith enter the Judgment provided for in the Stipulation. Payments shall be effected in accordance with the terms of the Stipulation.

IT IS SO ORDERED.

DATED: _______, 2025

HON. TIMOTHY P. DILLON
LOS ANGELES SUPERIOR COURT

EXHIBIT D

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ERNEST MURCIA, as an individual and on behalf of all others similarly situated, Plaintiff, vs. GARDA CL WEST, INC., a California Corporation; GARDAWORLD CASHLINK, LLC, dba GARDAWORLD CASH, a Delaware limited liability company; STEPHAN CRETIER, an individual; PIERRE-HUBERT SEGUIN, an individual; PATRICK PRINCE, an individual;, and DOES 1-50, inclusive. Defendants.	Case No. 24STCV19275 **[PROPOSED] JUDGMENT** Hearing Date: Hearing Time: Judge: Hon. Timothy P. Dillon Dept.: 15

The motion of Plaintiff Ernest Murcia ("Plaintiff") for an order finally approving the class and representative action settlement of this Lawsuit between Plaintiff and Defendant Garda CL West, Inc. ("Garda") came on for hearing on _______________ before the Honorable Timothy P. Dillon.   Garda has stated its non-opposition to the motion. Due and adequate notice haven been given to the Class, and the Court, having reviewed the motion, arguments of counsel and evidence presented at the hearing, governing law, and the record as a whole, and good cause appearing, the Court has granted final approval for the settlement, and consistent with that ruling:,

It is ORDERED, ADJUDGED, and DECREED as follows:

1. The Court hereby adopts and incorporates by reference the terms and conditions defined in the Stipulation Re: Settlement of Class and Representative Action ("Stipulation" or "Settlement"), and all terms not otherwise defined in this Order and Judgment shall have the same meaning as set forth in the Stipulation.

2. This Court finds that it has jurisdiction over the subject matter of this litigation pending before the California Superior Court for the County of Los Angeles, and over all Parties to this litigation, including the Class.

3. The PAGA Penalties amount of $80,000 shall be paid out of the Maximum Settlement Amount, 65% of which shall be allocated and paid to the LWDA and 35% of which shall be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($28,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. The Aggrieved Employees are all non-exempt Driver-Messengers who were employed by Garda in the State of California at any time during the PAGA Period, which is September 13, 2022 to the [date of Preliminary Approval].

4. All Aggrieved Employees will be sent their share of the PAGA Penalties and are and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Class Settlement. Because the PAGA statute does not allow Aggrieved Employees to exclude themselves from the PAGA Settlement, the Aggrieved Employees are

bound by the Settlement, including the release of all Released PAGA Claims, regardless of whether they negotiate their settlement check.

5. A full opportunity has been afforded to the Class Members to participate at the approval hearing or exclude themselves from the proposed Settlement and Class. ,All Class Members who did not timely and properly submit a request for exclusion in accordance with the Stipulation are bound by the Settlement and this Judgment.

6. Solely for purposes of effectuating this settlement, this Court has certified a class of all Class Members, defined as: "all non-exempt current and former employees who were employed by Garda in California as Driver-Messengers at any time during the Class Period (August 1, 2020 through [Preliminary Approval Date]) and who were not excluded by Garda pursuant to Section IV of the Stipulation." The Court has granted final approval of the class settlement with respect to the Class. All persons who meet the foregoing definition are members of the Settlement Class, except for those individuals who timely submitted a valid request for exclusion ("opt out") from the Class. The following Class Members were the only Class Members who opted out of the Settlement: ______________________. In addition, on <date>, Garda timely excluded the following individuals from the Class pursuant to Section IV of the Stipulation: <list>. By reason of such exclusion, such persons are not members of the Settlement Class.

7. The Court has determined that the Maximum Settlement Amount of Five Hundred Twenty-Seven Thousand Six Hundred Forty Dollars ($527,640) and the other terms set forth in the Stipulation are fair, reasonable, and adequate.

8. The Stipulation provides for a class representative enhancement payment of not more than $5,000 to the named Plaintiff, subject to the Court's approval. The Court finds this amount to be reasonable and hereby awards the class representative enhancement payment in the amount of $_________ to the named Plaintiff, to be paid out of the Maximum Settlement Amount.

9. The Court hereby awards Class Counsel a fees payment in the amount of $_______ and a costs and expenses payment in the amount of $_________, both of which are to be paid out of the Maximum Settlement Amount. Class Counsel shall not seek or obtain any other

compensation or reimbursement from Garda, Plaintiff, or members of the Class. The Court finds these amounts to be reasonable.

10. The payment of $_____________ to the Settlement Administrator as payment for the Settlement Administrator's fees and costs is approved because this amount is reasonable in light of the work performed by the Administrator. Such amount shall be paid out of the Maximum Settlement Amount. The Settlement Administrator shall calculate and administer the payments to be made to the Settlement Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the class representative enhancement payment to the Plaintiff, distribute the PAGA Penalties, issue any required tax reporting forms, calculate withholdings, and perform the other remaining duties set forth in the Stipulation.

11. It shall not be necessary to send notice of entry of this Judgment to individual Class Members. Plaintiff shall serve this Judgment on the LWDA consistent with the terms of the PAGA statute.

12. Garda shall fully fund the Maximum Settlement Amount by transmitting the funds to the Settlement Administrator no later than five (5) business days after the Effective Date.

13. Within ten (10) days after Garda funds the Maximum Settlement Amount, the Settlement Administrator deduct its costs and fees from the Maximum Settlement Amount, and will mail checks for Class Counsel's fees and litigation costs, and the Class Representative enhancement payment.

14. Within fifteen (15) days after Garda funds the Maximum Settlement Amount, the Settlement Administrator will mail checks for all Individual Settlement Sums and the LWDA's share of the PAGA Penalties. Checks sent to Settlement Class Members shall include a notice that, by cashing the check, the Settlement Class Member will be releasing their claims under the FLSA during the Class Period.

15. Participating Class Members and Aggrieved Employees must cash their Individual Class Payment checks within 180 days after issuance. If such checks are not cashed within 120 days after the initial mailing of the checks, the Administrator will send the affected Participating Class Member and/or Aggrieved Employee a reminder notice stating that unless the check is

cashed in the next 60 days, it will expire and become non-negotiable and offer to replace the check if it was lost or misplaced. All funds associated with check that remain uncashed by the expiration of the 180 day period, and therefore become void, shall be sent by the Settlement Administrator, in the name of the Class Member, to the State of California's Unclaimed Property Division.

16. The Stipulation and this Settlement are not an admission by Garda, nor is this Judgment a finding of the validity of any claims in the Lawsuit or of any wrongdoing by Garda or that this Lawsuit is appropriate for class treatment (other than for settlement purposes). Neither this Judgment, the Stipulation, nor any document referred to herein, nor any action taken to carry out the Stipulation is, may be construed as, or may be used as an admission by or against Garda of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Stipulation, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Garda.

17. Neither this Judgment, Approval Motion, the Settlement, any document referred to herein, any exhibit to any document referred to herein, any action taken to carry out the Settlement, nor any negotiations or proceedings related to the Settlement shall have any collateral estoppel or other preclusive effect against Garda; provided, however, that Garda and any of the Released Parties can use the Stipulation and this Judgment to enforce the release and extinguishment of the Released Class Claims and Released PAGA Claims, including without limitation by way of defense to any claims that have been or may hereafter be asserted in any lawsuit or other judicial, administrative, or arbitral proceeding.

18. Except as set forth in the Stipulation and this Judgment, Plaintiff, and all members of the Class, shall take nothing in the Lawsuit. Each party shall bear its own attorneys' fees and costs, except as otherwise provided in the Stipulation and in the Final Approval Order and this Judgment.

19. As of the Effective Date and upon full funding of the Maximum Settlement Amount by Garda, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and

assigns, release the Garda Releasees from the Released Claims. The "Released Claims" are any and all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, including without limitation, statutory, constitutional, contractual or common law claims, against the Garda Releasees, or any of them, known or unknown, accrued or unaccrued, for (i) wages, including without limitation, all regular, overtime, and premium wages; (ii) failure to compensate Class Members for all hours worked; (iii) failure to comply with payroll or wage record-keeping documentation or wage statement itemization requirements; (iv) failure to provide sufficient meal and/or rest periods or pay additional sums of money in lieu thereof; (v) failure to timely pay wages and/or pay wages due at termination; (vi) failure to furnish accurate wage statements; (vii) failure to pay minimum wages; (viii) failure to reimburse business or other expenses and costs; (ix) unfair business practices relating to or arising out of the claims listed above; and (x) to the extent not covered above, any claims pled in or reasonably arising out of the facts alleged in the complaints in the Lawsuit or in the LWDA Letter. Without limiting the foregoing, this release shall include, without limitation, any claims arising under (a) the California Labor Code sections 201 to 204, 210, 218, 218.5, 218.6, 221, 223, 226, 226.2, 226.3, 226.7, 227.3, 233, 246, 246.5, 256, 510, 512, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802, (b) the California Unfair Competition Act, (c) the federal Fair Labor Standards Act ("FLSA"), and (d) all pertinent California IWC Wage Orders, including without limitation Wage Order 9.

20. As of the Effective Date and upon full funding of the Maximum Settlement Amount by Garda, all Aggrieved Employees, the State of California, and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Garda Releasees from all of the Released PAGA Claims. The "Released PAGA Claims" means all claims for PAGA penalties accruing during the PAGA Period that were alleged in the complaints in the Litigation or the PAGA Notice, or that reasonably could have been alleged based on the facts alleged in such complaints and PAGA Notice. Without limiting the generality of the foregoing, the Released PAGA claims include (a) any claims for any of the alleged violations listed in (i) through (viii) in

Section 1.32, above, and (b) any claims for alleged violations of California Labor Code sections 201 to 204, 210, 218, 218.5, 218.6, 221, 223, 226, 226.2, 226.3, 226.7, 227.3, 233, 246, 246.5, 256, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2699, 2800, and 2802, and California Code of Regulations, Title 8, Section 11040, Subdivisions 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14), Wage Order 9-2001 section 14, and the applicable wage orders.

21. The Garda Releasees are Garda and all of its predecessors and successors, corporate parents, corporate subsidiaries, corporate affiliates, and all of its and those entities' current and former officers, owners, directors, managing agents, members, shareholders, assigns, employees, agents, principals, heirs, representatives, attorneys, accountants, auditors, consultants, insurers and reinsurers (including without limitation GardaWorld Cash Services, Inc., Garda USA, Inc., GardaWorld CashLink, LLC, Stephan Cretier, Pierre-Hubert Seguin and Patrick Prince).

22. This Judgment shall be binding on Plaintiff and all Settlement Class Members who are hereby barred by the doctrine of res judicata from asserting any and all of the Released Class Claims.

23. This Judgment shall be binding on Plaintiff and all Aggrieved Employees, the LWDA, and the State of California, who are hereby barred by the doctrine of res judicata from asserting the Released PAGA Claims. *See Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009).

24. This document shall constitute a judgment under California Code of Civil Procedure sections 577 and 664.6 and California Rules of Court, Rule 7.69(h).

25. Pursuant to California Code of Civil Procedure section 664.6, and without affecting the finality of this Judgment in any way, the Court shall retain jurisdiction to construe, interpret, implement and enforce the Stipulation and this Judgment.

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.

DATED: _______, 2025

____

HON. TIMOTHY P. DILLON
LOS ANGELES SUPERIOR COURT