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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF KERN
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12 JEFFREY BAER, ANGELIQUE CARGIN,
13 AHNISAH WILSON, and JACOB NEZZER,
as individuals, on behalf of themselves, and all
14 persons similarly situated,

15 Plaintiffs,

16 vs.

17 GARDA CL WEST, INC, a California
Corporation; GARDAWORLD SECURITY
18 SERVICES OF CALIFORNIA, INC., a
California Corporation; GARDAWORLD
SECURITY SERVICES MANAGEMENT
19 COMPANY, INC., a Missouri Corporation;
GARDAWORLD CASHLINK LLC, a
20 Delaware Limited Liability Company;
WHELAN SECURITY OF CALIFORNIA,
21 INC., a Corporation; and DOES 1 and 10
inclusive;

22 Defendants.
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Case No. BCV-24-104193

**STIPULATION OF SETTLEMENT OF
REPRESENTATIVE CLAIM UNDER
THE CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT
OF 2004**

EXHIBIT A: [PROPOSED] JUDGMENT

**EXHIBIT B: [PROPOSED] NOTICE OF
SETTLEMENT**

Assigned for all purposes to:
Judge: T. Mark Smith
Dept: T2

Action Filed: December 5, 2024
Trial Date: None

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10 Attorneys for Defendants
GardaWorld Security Services of California, Inc., and
11 GardaWorld Security Services Management
Company, Inc.
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I. INTRODUCTION AND NATURE OF ACTION

2. On April 9, 2025, Plaintiff filed a notice with the California Labor and Workforce Development Agency (“LWDA”) that gave notice of his intent to pursue a representative lawsuit under PAGA against GWSS on behalf of himself and the State of California, as well as on behalf of other aggrieved employees (the “LWDA Letter”). During the requisite sixty-five (65) day waiting period, the LWDA took no action to intervene.

1 failure to provide copies of signed documents; and (8) failure to reimburse for necessary work
2 expenses.

3 4. On February 6, 2026, the Parties, together with other Plaintiffs in this action (Jeffrey
4 Baer, Angelique Cargin, and Ahnisah Wilson) engaged in a mediation of this Lawsuit and the related
5 Nezzzer Alameda Lawsuit with Tripper Ortmann, an experienced wage and hour/PAGA mediator.
6 In advance of the mediation, the Parties engaged in informal discovery and the voluntary production
7 of documents and information including a production by GWSS of, among other things, GWSS's
8 policies and procedures pertaining to the claims at issue; a representative sample of timekeeping
9 and payroll records; and data reflecting the number of potentially Aggrieved Employees and the
10 number of pay periods at issue.

11 5. GWSS previously settled another lawsuit, *Kevin Johns v. Whelan Security of*
12 *California, Inc.*, Los Angeles Superior Court Case No. 22STCV35387 (*Johns*), which resolved
13 PAGA claims that are the same or substantially the same as those alleged by Plaintiff, with a release
14 of such claims running through July 25, 2024. Accordingly, the Parties agreed that this Settlement
15 would only encompass pay periods worked after the end of the *Johns* preclusion period, i.e., after
16 July 25, 2024.

17 6. In view of the prior preclusive settlement in *Johns*, which covers the entirety of their
18 employment with GWSS, Plaintiffs Cargin and Wilson reached individual settlements with GWSS.
19 Those settlements are memorialized in separate written instruments. Pursuant to their settlements,
20 Plaintiff Cargin and Wilson will dismiss their individual claims with prejudice.

21 7. In view of a prior preclusive class and PAGA settlement in *Ernest Murcia v. Garda*
22 *CL West, Inc.*, Los Angeles Superior Court Case No. 24STCV19275, which covers the entirety of
23 his employment with his employer Garda CL West, Inc., Plaintiff Baer reached an individual
24 settlement with his employer that is memorialized in a separate written instrument. Pursuant to his
25 settlement, Plaintiff Baer will dismiss his individual claims with prejudice.

26 8. On April 10, 2026, the Court entered an order on the Parties' stipulation permitting
27 plaintiffs to file a First Amended Complaint in the present case (the "Lawsuit") including Plaintiff
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1 Nezzar, as a party, solely with respect to all causes of action herein under PAGA, and including the
2 PAGA claims alleged in the Alameda Lawsuit.

3 9. This Stipulation of Settlement is in furtherance of the settlement reached by all the
4 Parties at the mediation and it fully resolves all PAGA claims alleged in this Lawsuit.

5 **II. CONDITIONAL NATURE OF THIS STIPULATION**

6 10. This Stipulation of Settlement is made for the purpose of consummating settlement
7 of the Lawsuit for representative and individual claims under PAGA. Plaintiff's individual non-
8 PAGA claims will be resolved by way of a separate Individual Settlement and Release Agreement.
9 This Stipulation of Settlement and the Settlement it evidences are made in compromise of disputed
10 claims. Because this is a PAGA settlement, it must receive approval from the Court. Accordingly,
11 GWSS enters this Stipulation of Settlement and associated settlement on a conditional basis, i.e.,
12 this Settlement and all obligations imposed by it are conditioned on approval by the Court and entry
13 of the Judgment and the conclusion of the Lawsuit as well as the above-caption litigation.

14 **III. DEFINITIONS**

15 11. Terms not otherwise defined in this Stipulation shall have the following meanings:

16 a. **"Administrator" or "Settlement Administrator"** means Rust Consulting, the
17 neutral entity the Parties have agreed to appoint to administer the Settlement.

18 b. **"Aggrieved Employees"** means all individuals who were non-exempt employees
19 of GWSS in California at any time during the PAGA Period. **"Aggrieved Employee"** means the
20 singular of Aggrieved Employees.

21 c. **"Court"** means the Superior Court of California, County of Kern.

22 d. **"Covered Period" or "PAGA Period"** shall mean the period between July 26,
23 2024, and the entry of the Judgment.

24 e. **"Defense Counsel"** means Munger, Tolles & Olson, LLP.

25 f. **"Effective Date"** means the date by when both of the following have occurred: (a)
26 the Court has approved the Settlement and has entered the Judgment and (b) the Judgment is Final.

27 g. **"Eligible Pay Periods"** means work weeks for which an Aggrieved Employee
28 received a wage statement from GWSS for non-exempt employment in California during the

1 Covered Period (divided by two in view of Labor Code section 2699(o), given that the Aggrieved
2 Employees were paid weekly).

3 h. **“Final”** means the point at which the Judgment has become final and irreversible
4 because either (i) no appeal has been taken from the Judgment within 60 days of its entry or (ii) an
5 appeal or other review proceeding of the Judgment having been commenced, such appeal or other
6 review is finally concluded and is no longer subject to review, whether by direct appeal, writ of
7 certiorari, motion for reconsideration, or otherwise, and such appeal or other review has been
8 finally resolved in a manner that materially affirms the Judgment. Notwithstanding the foregoing,
9 any proceeding or order, or any appeal or petition for a writ pertaining solely to the award of
10 attorneys’ fees or costs shall not, by itself, in any way delay or preclude the Judgment from
11 becoming Final.

12 i. **“Gross Settlement Amount”** means Two Hundred Sixty Seven Thousand Dollars
13 and No Cents (\$267,000.00), which is the maximum total gross amount GWSS agrees and is
14 obligated to pay under the settlement, with the exception of the potential circumstances set forth in
15 Paragraph 17 below.

16 j. **“Judgment”** means the judgment to be entered by the Court pursuant to this
17 Stipulation of Settlement, which shall be a judgment in the same or substantially the same form as
18 **Exhibit A**.

19 k. **“LWDA”** means the California Labor and Workforce Development Agency.

20 l. **“Net PAGA Settlement Amount”** shall mean and refer to the portion of the Gross
21 Settlement Amount that is allocated to penalty payments under PAGA, which shall be the Gross
22 Settlement Amount less all of the following: the payments for attorneys’ fees, costs, Plaintiff’s
23 PAGA Representative Enhancement Payment, and costs of settlement administration authorized
24 by Paragraphs 18(b), (c), (d) and 19 below.

25 m. **“PAGA Counsel”** means, Consumer And Employment Lawyers. The term
26 “PAGA Counsel” shall be used synonymously with the term “Plaintiff’s Counsel.”

27 n. **“PAGA”** means the California Labor Code Private Attorneys General Act of 2004
28 (Labor Code §§ 2698. *et seq.*).

1 o. **“Released Claims”** means the PAGA claims and accompanying violations being
2 released by the Plaintiff, all of the Aggrieved Employees, and the State of California, as described
3 in Paragraph 21 below.

4 p. **“Released Parties”** means Defendant GardaWorld Security Services of California,
5 Inc. and its predecessors and successors, corporate parents, corporate subsidiaries, corporate
6 affiliates (including, without limitation, GardaWorld Security Services Management Company,
7 Inc.) and all of its and those entities’ current and former officers, owners, directors, managing
8 agents, members, shareholders, assigns, employees, agents, principals, heirs, representatives,
9 attorneys, accountants, auditors, consultants, insurers and reinsurers.

10 q. **“Settlement Notice”** or **“Notice”** means the letter to be sent by the Administrator
11 with each payment to an Aggrieved Employee, in the same or substantially the same form as
12 **Exhibit B.**

13 **IV. THE LITIGATION AND GWSS’S DENIAL OF LIABILITY**

14 12. GWSS denies any liability or wrongdoing of any kind associated with the claims
15 alleged in the Lawsuit, and denies any liability or intentional wrongdoing whatsoever. GWSS
16 contends, among other things, that it has complied at all times with the California Labor Code, the
17 related California Wage Orders, and all other state and federal wage laws, and further contends that
18 the claims asserted in the Lawsuit are without merit. GWSS has denied and continues to deny each
19 and every material factual allegation and alleged claim asserted against it in the Lawsuit. GWSS
20 further contends that the imposition of any penalties would be unjust, arbitrary, oppressive, and
21 confiscatory. Nevertheless, GWSS has chosen to resolve this matter in light of the distraction to
22 GWSS’s business and expense posed by continuing to defend the Lawsuit.

23 13. The Parties recognize that the issues presented in the Lawsuit are likely only to be
24 resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause
25 inconvenience, distraction, disruption, delay, and expense disproportionate to the potential benefits
26 of litigation in light of the risk and uncertainty of the outcome inherent in any litigation.

27 14. Plaintiff and PAGA Counsel represent that they have diligently pursued an
28 investigation of the Aggrieved Employees’ claims against GWSS. Based on their own independent

1 investigations and evaluations, Plaintiff and PAGA Counsel are of the opinion that the settlement
2 for the consideration and on the terms set forth herein is fair, reasonable, and adequate and is in the
3 best interests of the State of California (Real Party in Interest), the Plaintiff and the Aggrieved
4 Employees in light of all known facts and circumstances and the risks inherent in litigation,
5 including potential appellate issues. Further, PAGA Counsel believes that the settlement amount
6 entered into herein for the State of California, the Aggrieved Employees and each Aggrieved
7 Employee is fair, reasonable, and adequate, given the inherent risk of litigation. PAGA Counsel will
8 provide all required notices to the State of California/LWDA of this settlement as required by the
9 PAGA statute. Without limiting the generality of the foregoing, PAGA Counsel took into account
10 the fact that the relevant Aggrieved Employee population was paid weekly, and so any PAGA
11 penalties recoverable in this action must be reduced by one-half pursuant to Labor Code § 2699(o).

12 15. The purpose of this Settlement is to settle and compromise the Released Claims that
13 Plaintiff and the Aggrieved Employees have under PAGA against GWSS and the Released Parties.
14 Neither the existence of this Settlement nor anything contained in this Settlement shall be construed
15 or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of GWSS
16 or the Released Parties. The Parties expressly recognize that the making of the Settlement does not
17 in any way constitute an admission or concession of wrongdoing on the part of GWSS or the
18 Released Parties. Nothing in the Settlement, nor any action taken in implementation thereof, nor any
19 statements, discussions or communications, nor any materials prepared, exchanged, issued or used
20 during the course of the PAGA litigation, is intended by the Parties to, nor will any of the foregoing
21 constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral,
22 administrative, investigative or other forum or proceeding, as evidence of any violation of any
23 federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation
24 or duty at law or in equity. Neither the Settlement nor any resulting court order approving the
25 settlement or judgment shall have any collateral estoppel or other preclusive effect on GWSS or the
26 Released Parties, and it shall not in any way establish any liability against GWSS or the Released
27 Parties.

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1 **IV. TERMS OF SETTLEMENT**

2 16. In consideration of the mutual covenants, promises, and representations set forth in
3 this Settlement, Plaintiff, on behalf of himself and the Aggrieved Employees, the State of California,
4 and the Labor and Workforce Development Agency, and GWSS agree to settle and compromise the
5 Released Claims, subject to the terms and conditions set forth in this Settlement.

6 17. The Amount of Settlement. As consideration for the settlement described herein and
7 the release contained in this Settlement, GWSS agrees to pay the Gross Settlement Amount of
8 \$267,000.00. The Gross Settlement Amount is based on approximately 133,500 Eligible Pay
9 Periods worked by the Aggrieved Employees as of the date of the Parties' mediation. In the event
10 that the total number of Eligible Pay Periods exceeds 133,500 by ten (10) percent or more (i.e., the
11 total number of Eligible Pay Periods exceeds 146,850), then, in GWSS's sole discretion, either: (a)
12 the Gross Settlement Amount shall automatically increase proportionally for each Eligible Pay
13 Period above 146,850 pay periods, or (b) the PAGA Period shall be adjusted by moving the start
14 date of the PAGA Period forward, or the end date of the PAGA Period backward, or some
15 combination of both, so that the number of Eligible Pay Periods does not exceed 146,850.

16 18. The Gross Settlement Amount will include the following payments:

17 (a) The Net PAGA Settlement Amount. Pursuant to the operative version of
18 PAGA, Sixty-Five Percent (65%) of the Net PAGA Settlement Amount will be paid to the LWDA,
19 and the remaining Twenty-Five Percent (35%) will be paid to Aggrieved Employees on a pro rata
20 basis based on their respective Eligible Pay Periods during the Covered Period (the payments to
21 each Aggrieved Employee, the "Aggrieved Employee Share");

22 (b) A payment to PAGA Counsel for their attorneys' fees and allowable costs, as
23 addressed in more detail in Paragraph 19 below; and

24 (c) Settlement administration costs reasonably incurred by the Settlement
25 Administrator, estimated to not exceed \$19,000.00.

26 (d) A PAGA Representative Enhancement Payment of five thousand dollars and
27 zero cents (\$5,000.00), that will be paid to Plaintiff.

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1 19. PAGA Counsel's Fees and Costs. As part of the request for approval of this
2 Settlement, PAGA Counsel will request court approval of up to one third (33 1/3%) of the Gross
3 Settlement Amount, i.e., up to Eighty Nine Thousand dollars and zero cents (\$89,000.00), in
4 reasonable attorneys' fees in addition to allowable costs incurred by PAGA Counsel not to exceed
5 \$35,000.00 which is to be determined and supported by a sworn declaration. Any attorneys' fees
6 and costs awarded to PAGA Counsel, hereinafter referred to as "PAGA Counsel Fees & Costs,"
7 shall fully compensate and reimburse PAGA Counsel for any and all of the work already performed
8 in connection with this PAGA Lawsuit and the Alameda Lawsuit and all work remaining to be
9 performed in fully and finally resolving the Lawsuit, including but not limited to securing court
10 approval of this Settlement, attending any court hearings, making sure that the Settlement is fairly
11 and properly administered, defending the Settlement in any appeal or other post-approval matter, all
12 other work that PAGA Counsel has performed or will perform, and all costs that PAGA Counsel
13 has incurred or will incur. Any portion of the fees and costs requested by PAGA Counsel that are
14 not awarded by the Court will be added to the Net PAGA Settlement Amount.

15 20. Tax Treatment of Settlement Amounts. With regard to settlement payments to
16 Aggrieved Employees, including Plaintiff, GWSS, through the Settlement Administrator, shall be
17 responsible for reporting the payments made for tax purposes. Because the payments to Aggrieved
18 Employees are being made in settlement of claims for statutory penalties, they shall be reported as
19 non-wage payments in the year of payment and reported on a Form 1099 to the extent required by
20 law with no withholdings or payroll taxes. Nothing in this Settlement is intended to constitute legal
21 advice regarding federal, state, and/or local tax obligations. The Parties make no representations to
22 one another or to any Aggrieved Employee as to the tax treatment or legal effect of the payments
23 called for hereunder, and Aggrieved Employees are not relying on any statement or representation
24 by the Parties, PAGA Counsel or Defense Counsel in this regard. As will be stated in the Settlement
25 Notice, Aggrieved Employees will be responsible for the payment of any taxes and penalties
26 assessed on the payments described herein and will hold the Parties, PAGA Counsel and Defense
27 Counsel free and harmless from and against any claims, liabilities, costs and expenses, including
28 attorney's fees, resulting in any way from personal tax treatment of the payments made pursuant to

1 this Settlement. To the extent that this Settlement or any of its attachments is interpreted to contain
2 or constitute advice regarding any state or federal tax issue, such advice is not intended or written
3 to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal
4 Revenue Code. Neither the Parties, PAGA Counsel, nor Defense Counsel are responsible for any
5 Aggrieved Employee's tax obligations arising from the settlement payments.

6 **V. RELEASE**

7 21. Release By All Aggrieved Employees. Upon the entry of Judgment in accordance
8 with this Settlement, Plaintiff, all of the Aggrieved Employees, the State of California, and the Labor
9 and Workforce Development Agency (the "Releasing Parties") will be forever barred from pursuing,
10 against GWSS and any of the Released Parties, any claim arising during the Covered Period, for
11 relief of any kind under PAGA based on any claims that were or could have been asserted under
12 PAGA based on the facts alleged in the Lawsuit or the LWDA Letter, and shall specifically include,
13 without limitation, all claims for PAGA penalties based on any of the following alleged underlying
14 violations of the California Labor Code or Industrial Wage Orders: (1) failure to pay regular,
15 overtime, double time, or premium wages; (2) failure to compensate Aggrieved Employees for all
16 hours worked; (3) failure to pay the appropriate regular rate of pay; (4) failure to comply with payroll
17 or wage record-keeping documentation or wage statement itemization requirements; (5) failure to
18 provide sufficient meal and/or rest periods or pay premiums in lieu thereof; (6) failure to timely pay
19 wages due at termination or otherwise; (7) failure to furnish accurate or compliant wage statements;
20 (8) failure to pay minimum wages; (9) violation of Labor Code section 203 by refusal to pay wages
21 due and payable and/or denial of the validity of claims to wages due, including without limitation
22 by reason of (allegedly) willfully, knowingly and intentionally failing to pay wages due and falsely
23 representing that wages were properly denied; (10) failure to keep accurate or complete payroll
24 records showing, among other things, the hours worked daily by all non-exempt employees; (11)
25 failure to provide sick days written notice of the amount of sick leave; (12) failure to provide copies
26 of documents signed in connection with obtaining or holding employment; (13) failure to reimburse
27 necessary work expenses; and (14) failure to provide adequate seating. Without limiting the
28 generality of the foregoing, the Released Claims include, but are not limited to, all PAGA claims

1 based on alleged violations of Labor Code sections 201–205, 205.5 206, 210, 212, 213, 216, 218.5,
2 218.6, 221, 223, 225.5, 226, 226.3, 226.7, 227.3, 233, 234, 246, 246.5, 256, 432, 510, 512, 558,
3 1102.5, 1174, 1174.5, 1182.12, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2699, 2800,
4 2802, and 2804, and any of the Wage Orders applicable to the foregoing claims or Labor Code
5 provisions.

6 22. Plaintiff’s Release. In addition to the release given in paragraph 21, Plaintiff on his
7 own behalf and on behalf of his representatives, agents, attorneys heirs, administrators, successors
8 will execute a separate individual settlement agreement supported by independent consideration that
9 generally releases and discharges GWSS and Released Parties from all claims, transactions or
10 occurrences that occurred prior to the execution of this Agreement, or that arise out of or relate to
11 Plaintiff’s employment by GWSS or relationship with GWSS, or the termination of such
12 employment, including but not limited to, any claims for attorneys’ fees and costs.

13 **VI. APPROVAL MOTION OR JOINT STIPULATION**

14 23. The Parties recognize that, in accordance with California Labor Code Section
15 2699(l), court approval is required in the event of a settlement of a PAGA action on a representative
16 basis. As explained in *Arias v. Superior Court* (2009) 46 Cal.4th 969, the Parties are not obligated
17 to follow the class action procedural rules in PAGA cases and therefore need not obtain preliminary
18 approval of the PAGA settlement or provide the Aggrieved Employees with the opportunity to
19 object to or opt out of the settlement. (*See also Mendoza vs. Nordstrom, Inc.* (2017) 2 Cal.5th 1074,
20 1079 [“PAGA authorizes a representative action without the need for class certification.”]; *Baumann*
21 *v. Chase Inv. Servs. Corp.* (9th Cir. 2014) 747 F.3d 1117, 1123 [“[A] PAGA suit is fundamentally
22 different than a class action” in that “PAGA has no notice requirements for unnamed aggrieved
23 employees, nor may such employees opt out of a PAGA action.”]; *Williams v. Sup. Ct.* (2017) 3
24 Cal.5th 531, 546–47 [“PAGA does not make other potentially aggrieved employees parties or clients
25 of Plaintiffs’ counsel, does not impose on a Plaintiff or counsel any express fiduciary obligations,
26 and does not subject a Plaintiff or counsel to scrutiny with respect to the ability to represent a large
27 class.”].)

1 24. To comply with the requirements of California Labor Code Section 2699(l), Plaintiff
2 shall file this Stipulation of Settlement and an associated Motion for Approval of PAGA Settlement
3 (the "Approval Motion") with the Court and shall concurrently submit this Stipulation of Settlement
4 to the LWDA as required by PAGA. PAGA Counsel shall ensure that Counsel for GWSS will have
5 sufficient time to review and comment on the draft Approval Motion, in substantially final form,
6 prior to its being filed with the Court. GWSS shall not oppose the Approval Motion provided it
7 comports with the terms of this Stipulation of Settlement.

8 25. If the Court denies approval of this Settlement due to concerns that the Parties cannot
9 address through non-material or otherwise mutually agreeable modifications of this Stipulation of
10 Settlement, (i) this Settlement shall be null and void; (ii) neither this Stipulation of Settlement nor
11 any of the related negotiations or proceedings shall have any force or effect; (iii) the Parties shall
12 stand in the same position, without prejudice, as if this Settlement had been neither entered into nor
13 filed with the Court; and (iv) the terms and negotiation of this Stipulation of Settlement shall remain
14 subject to Federal Rule of Evidence 408 and California Evidence Code sections 1119 and 1152.
15 Plaintiff and PAGA Counsel understand and agree that this Stipulation of Settlement does not mean
16 that GWSS cannot contest whether this action can go forward on a representative basis in the event
17 the Settlement is not approved by the Court or litigation otherwise resumes (including without
18 limitation on the ground that representative claims would be unmanageable), and Plaintiff and
19 PAGA Counsel agree not to argue otherwise; provided, however, that Plaintiff and PAGA Counsel
20 reserve the right to contend that litigation of the suit on a representative basis would be appropriate
21 independent of this Stipulation of Settlement and do not waive the right to so contend.

22 **VII. ADMINISTERING THE SETTLEMENT AND PAYMENT PLAN**

23 26. The Parties have jointly selected Rust Consulting to serve as the Administrator and
24 verified that, as a condition of appointment, Rust Consulting agrees to be bound by this Stipulation
25 and to perform, as a fiduciary, all duties specified in this Stipulation in exchange for payment of
26 Administration Expenses. The Parties and their Counsel represent that they have no interest or
27 relationship, financial or otherwise, with the Administrator other than a professional relationship
28 arising out of prior experiences administering settlements.

1 27. Employer Identification Number. The Administrator shall have and use its own
2 Employer Identification Number for purposes of calculating payroll tax withholdings and providing
3 reports state and federal tax authorities.

4 28. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
5 meets the requirements of a Qualified Settlement Fund (“QSF”) under U.S. Treasury Regulation
6 section 468B-1.

7 29. Administrator Duties. The Administrator has a duty to perform or observe all tasks
8 to be performed or observed by the Administrator contained in this Stipulation or otherwise.

9 30. List of Aggrieved Employees. Within fifteen (15) business days after the entry of
10 Judgment, GWSS will compile a list of all Aggrieved Employees containing the following as to
11 each Aggrieved Employee: (1) name; (2) last known home address and telephone number; (3)
12 number of Eligible Pay Periods; (4) the estimated payment amount assuming all fees and costs
13 sought are awarded; and (5) social security number. GWSS will (a) provide this information to the
14 Settlement Administrator, who will confirm upon request from PAGA Counsel that the amount to
15 be paid to the State of California and Aggrieved Employees equals the Net Penalty Amount; and (b)
16 not provide this information to Plaintiff or PAGA Counsel, who understand and agree that they are
17 not entitled to obtain this information as a result of this Stipulation of Settlement. By approving this
18 Stipulation of Settlement, the Court shall be deemed to have authorized and ordered this
19 transmission of information to the Settlement Administrator.

20 31. Funding. GWSS shall fund the Gross Settlement Amount within five (5) business
21 days after the Effective Date. The Settlement Administrator shall distribute all payments due under
22 this Settlement (with the exception of the amount allocated to settlement administration costs) within
23 fifteen (15) business days after the Effective Date.

24 32. Payments to Aggrieved Employees. The payment checks for each Aggrieved
25 Employee Share shall be sent to each Aggrieved Employee by U.S. First Class mail to the Aggrieved
26 Employee’s last known home address (updated by the Settlement Administrator as appropriate using
27 measures such as the National Change of Address Database maintained by the United States Postal
28 Service) with directions to the Postmaster to forward the payment checks and return all

1 undeliverable payment checks to the Settlement Administrator. This payment check will be sent
2 with the Settlement Notice. It will be conclusively presumed that an Aggrieved Employee's
3 individual settlement payment check was received if the payment check has not been returned within
4 thirty (30) days of the original mailing of the payment check. The date of the initial mailing of the
5 payment check shall be conclusively determined according to the records of the Settlement
6 Administrator.

7 33. Settlement checks shall remain valid and negotiable for 120 calendar days from the
8 date of mailing and shall state that, if they are not cashed within 120 days from issuance, they will
9 become void. Funds represented by settlement checks returned as undeliverable and those
10 settlement checks remaining un-cashed for more than 120 days after issuance will be tendered to
11 the State Controller's Office, Unclaimed Property Division, in the name of the affected Aggrieved
12 Employee, thereby leaving no "unpaid residue" subject to the requirements of California Code of
13 Civil Procedure section 384(b). In the event the Court requires the parties instead to re-direct such
14 funds to a cy pres recipient, the parties agree that they will disburse any funds from uncashed and
15 undeliverable checks to the Legal Aid Society of San Diego.

16 **VIII. PARTIES' AUTHORITY**

17 34. The signatories hereto hereby represent that they are fully authorized to enter into
18 this Settlement and bind the Parties to the terms and conditions hereof.

19 **IX. MUTUAL FULL COOPERATION**

20 35. The Parties agree to fully cooperate with each other to accomplish the terms of this
21 Settlement, including, but not limited to, execution of such documents and to take such other action
22 as may reasonably be necessary to implement the terms of this Settlement. The Parties to this
23 Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any
24 other efforts that may become necessary by order of the Court, or otherwise, to effectuate this
25 Settlement and the terms set forth herein. The Parties agree that this Settlement is beneficial and
26 fair, and they will not argue otherwise regardless of any future developments in the law or precedent.
27 As soon as practicable after execution of this Settlement, PAGA Counsel shall, with the assistance
28

1 and cooperation of GWSS and its counsel, take all necessary steps to secure the approval of this
2 Settlement from and entry of Judgment by the Court.

3 **X. CONFIDENTIALITY**

4 36. Plaintiff and PAGA Counsel agree that prior to moving for approval of this
5 Settlement, they shall not publicize any terms of this Settlement, other than providing notice to and
6 serving the LWDA with this PAGA Stipulation of Settlement. After filing the Approval Motion
7 and thereafter, Plaintiff and PAGA Counsel shall not publicize the Settlement or the terms thereof
8 via (a) press releases, (b) Internet postings that include the GWSS's name, other information that
9 could identify GWSS in any way such as its location, or the case name or number, or (c)
10 communications with the media. This shall not prohibit PAGA Counsel from discussing this case
11 or any aspect of this Settlement with Plaintiff or any Aggrieved Employee and shall not prohibit
12 PAGA Counsel from in any way disclosing their status as counsel in the case or making objective
13 and truthful reference to the Settlement, or any attorney fee award, in any future pleading in another
14 litigation.

15 **XI. NO PRIOR ASSIGNMENTS**

16 37. Plaintiff represents and warrants that he has not directly or indirectly assigned,
17 transferred, or purported to assign or transfer to any person or entity any portion of any liability,
18 claim, demand, action, cause of action or rights herein released and discharged by this Stipulation
19 of Settlement.

20 **XII. NO ADMISSION**

21 38. The Parties expressly recognize that the making of this Stipulation of Settlement does
22 not in any way constitute an admission or concession of wrongdoing on the part of GWSS. Nothing
23 in this Stipulation of Settlement, nor any action taken in implementation thereof, nor any statements,
24 discussions or communications or any materials prepared, exchanged, issued, or used relating to this
25 Settlement, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be
26 used or be admissible in any way in any other judicial, arbitral, administrative, investigative, or
27 other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute,
28 ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity. Neither

1 this Stipulation of Settlement nor the resulting entry of Judgment or any other order approving the
2 Settlement shall have any collateral estoppel or other preclusive effect against GWSS, and it shall
3 not in any way establish any liability against GWSS. Plaintiff and PAGA Counsel agree that there
4 shall be no such effect and shall not contend otherwise, and that entry of the Judgment shall be
5 deemed confirmation by the Court that the Judgment has no such effect. Notwithstanding the
6 foregoing, this Stipulation of Settlement may be used in any proceeding in the Court that has as its
7 purpose the interpretation, implementation, or enforcement of the Settlement or any orders or
8 judgments of the Court entered into in connection therewith.

9 **XIII. ATTORNEYS' FEES, COSTS AND EXPENSES**

10 39. Except as specifically set forth herein, in particular in Paragraph 19 above, each Party
11 shall bear his/its own attorneys' fees, costs, and expenses, taxable or otherwise, and shall not seek
12 reimbursement thereof from any other Party to this PAGA Settlement.

13 **XIV. ARMS' LENGTH**

14 40. The Parties hereto agree that the terms and conditions of this Settlement are the result
15 of lengthy, intensive, arms-length negotiations between the Parties, that this Settlement is a fair,
16 adequate, and reasonable settlement of the PAGA claim asserted in the Lawsuit.

17 **XV. ENTIRE AGREEMENT**

18 41. Together with the individual release and settlement agreement described in
19 Paragraph 22, this Stipulation of Settlement is the sole and exclusive agreement with respect to the
20 Released Claims and the resolution of the PAGA claims asserted in the Lawsuit, and this Stipulation
21 of Settlement supersedes all prior agreements, written or oral, between or among the Parties
22 regarding the Released Claims and the resolution of such claims.

23 **XVI. CAPTIONS AND INTERPRETATIONS**

24 42. Paragraph titles or captions contained herein are inserted as a matter of convenience
25 and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or
26 any provision hereof. Each term of this Settlement is contractual and not merely a recital.

1 **XVII. MODIFICATION**

2 43. This Settlement may not be amended, changed, altered, or modified, except in
3 writing and signed by the Parties (or their successors-in-interest); provided, however, that PAGA
4 Counsel and Defense Counsel may agree to modifications necessary to address any comments or
5 concerns raised by the Court in connection with court approval of this Settlement, in which event
6 counsel shall represent and warrant that they are authorized to make and agree to such modifications.
7 This Settlement may not be discharged except by performance in accordance with its terms or by a
8 writing signed by the Parties.

9 **XVIII. MISCELLANEOUS**

10 44. No rights hereunder may be waived except in writing. The Parties have made such
11 investigation of the facts and the law pertaining to the matters described herein and to this
12 Stipulation of Settlement as they deem necessary, and have not relied, and do not rely, on any
13 statement, promise, or representation of fact or law, made by the other Party, or their agents,
14 employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with
15 regard to the advisability of making and executing this Stipulation of Settlement, or with respect to
16 any such matters that would alter or change the terms of this Stipulation of Settlement. No
17 representations, warranties, or inducements have been made to any Party concerning this Stipulation
18 of Settlement other than those expressly set forth or referred to herein.

19 45. This Settlement shall be binding upon and inure to the benefit of the Parties and their
20 respective heirs, trustees, executors, administrators, successors, and assigns.

21 46. This Settlement may be executed in counterparts, and when each Party has signed
22 and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when
23 taken together with other signed counterparts, shall constitute one Settlement, which shall be binding
24 upon and effective as to all Parties. The counterparts may be transmitted electronically (PDF) or by
25 facsimile and may be signed via DocuSign or Adobe Sign.

26 47. This Stipulation of Settlement shall be governed, construed, and interpreted, and the
27 rights of the Parties shall be determined, in accordance with the laws of the State of California,
28 irrespective of the State of California's choice of law principles.

1 48. The Parties have cooperated in the negotiation and preparation of this Stipulation of
2 Settlement. This Stipulation of Settlement shall not be construed against any Party on the basis that
3 the Party, or the Party's counsel, was the drafter or participated in the drafting of this Stipulation of
4 Settlement.

5 49. The Court shall retain jurisdiction to enforce this Stipulation of Settlement pursuant
6 to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction
7 over the PAGA Litigation, and over all Parties and Aggrieved Employees, to the fullest extent
8 necessary to enforce and effectuate the terms and intent of this Stipulation of Settlement.

9 50. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152 or
10 otherwise provided to PAGA Counsel by GWSS in connection with the mediation, other settlement
11 negotiations, or in connection with the Settlement, may be used only with respect to this Settlement,
12 and for no other purpose, and may not be used in any way that violates any existing contractual
13 agreement, statute, or rule of court.

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

17 To Plaintiff:

18 R. Craig Clark
19 ccclark@celg.org
20 Alicja A. Urtnowski
21 aurtnowski@celg.org
22 CONSUMER AND EMPLOYMENT LAWYERS
23 3258 Fourth Avenue
24 San Diego, CA 92103
25 Telephone: (619) 239-1321

26 To GWSS:

27 JOSEPH D. LEE
28 joseph.lee@mto.com
29 ANDREW J. DELAPLANE
30 andrew.deleplane@mto.com
31 MUNGER, TOLLES & OLSON LLP
32 350 South Grand Avenue, 50th Floor
33 Los Angeles, California 90071-3426
34 Telephone: (213) 683-9100

1 52. In the event that one or more of the provisions contained in this Stipulation shall for
2 any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
3 unenforceability shall in no way effect any other provision if GWSS's Counsel and PAGA Counsel,
4 on behalf of the Parties and the Aggrieved Employees, mutually elect in writing to proceed as if
5 such invalid, illegal, or unenforceable provision had never been included in this Stipulation.

6 **IT IS SO STIPULATED AND AGREED.**

7
8 DATED: ^{04/27}_____, 2026

9 By: _____


Jacob Michael Nezzzer (Apr 27, 2026 14:05:33 PDT)

JACOB NEZZER
Plaintiff

10
11
12 DATED: _____, 2026

GARDAWORLD SECURITY SERVICES OF
CALIFORNIA, INC.

13
14
15 By: _____

L.J. PAUL LUTZ
Its: _____

16
17 **APPROVED AS TO FORM:**

18 DATED: April 28, 2026

CONSUMER AND EMPLOYMENT LAWYERS

19
20
21 By: _____


ALIJA A. URTNOWSKI
Attorneys for Plaintiff JACOB NEZZER

22
23 DATED: _____, 2026

MUNGER, TOLLES & OLSON LLP

24
25
26 By: _____

ANDREW J. DELAPLANE
Attorneys for Defendant GARDAWORLD
SECURITY SERVICES OF CALIFORNIA, INC.

1 52. In the event that one or more of the provisions contained in this Stipulation shall for
2 any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
3 unenforceability shall in no way effect any other provision if GWSS's Counsel and PAGA Counsel,
4 on behalf of the Parties and the Aggrieved Employees, mutually elect in writing to proceed as if
5 such invalid, illegal, or unenforceable provision had never been included in this Stipulation.

6 **IT IS SO STIPULATED AND AGREED.**

7
8 DATED: _____, 2026

9 By: _____

JACOB NEZZER
Plaintiff

10
11
12 DATED: April 28, 2026

GARDAWORLD SECURITY SERVICES OF
CALIFORNIA, INC.

13
14
15 By: 

L.J. PAUL LUTZ
Its: General Counsel

16
17 **APPROVED AS TO FORM:**

18 DATED: _____, 2026

CONSUMER AND EMPLOYMENT LAWYERS

19
20
21 By: _____

ALICJA A. URTNOWSKI
Attorneys for Plaintiff JACOB NEZZER

22
23 DATED: April 28, 2026

MUNGER, TOLLES & OLSON LLP

24
25
26 By: 

ANDREW J. DELAPLANE
Attorneys for Defendant GARDAWORLD
SECURITY SERVICES OF CALIFORNIA, INC.

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EXHIBIT A

1 R. Craig Clark (State Bar No. 129219)
cclark@celg.org
2 Alicja A. Urtnowski (State Bar No. 321215)
aurtnowski@celg.org
3 CONSUMER AND EMPLOYMENT LAWYERS
3258 Fourth Avenue
4 San Diego, CA 92103
Telephone: (619) 239-1321
5 Facsimile: (888) 273-4554

6 Attorneys for Plaintiff Jacob Nezzar

7 *Additional counsel listed on next page*

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF KERN

11
12 JEFFREY BAER, ANGELIQUE CARGIN,
13 AHNISAH WILSON, and JACOB NEZZER,
as individuals, on behalf of themselves, and all
14 persons similarly situated,

15 Plaintiffs,

16 vs.

17 GARDA CL WEST, INC, a California
Corporation; GARDAWORLD SECURITY
SERVICES OF CALIFORNIA, INC., a
18 California Corporation; GARDAWORLD
SECURITY SERVICES MANAGEMENT
19 COMPANY, INC., a Missouri Corporation;
GARDAWORLD CASHLINK LLC, a
20 Delaware Limited Liability Company;
WHELAN SECURITY OF CALIFORNIA,
21 INC., a Corporation; and DOES 1 and 10
inclusive;

22 Defendants.
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Case No. BCV-24-104193

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND JUDGMENT**

Assigned for all purposes to:

Judge: T. Mark Smith
Dept: T2

Action Filed: December 5, 2024
Trial Date: None

1 MALCOLM A. HEINICKE (SBN 194174)
malcolm.heinicke@mto.com
2 MUNGER, TOLLES & OLSON LLP
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3 San Francisco, CA 94105-2907
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5 JOSEPH D. LEE (SBN 110840)
joseph.lee@mto.com
6 ANDREW J. DELAPLANE (SBN 329825)
andrew.delaplane@mto.com
7 MUNGER, TOLLES & OLSON LLP
350 South Grand Avenue, 50th Floor
8 Los Angeles, California 90071-3426
Telephone: (213) 683-9100
9 Facsimile: (213) 687-3702

10 Attorneys for Defendants GardaWorld
Security Services of California, Inc., and
11 GardaWorld Security Services Management
Company, Inc.
12
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1 It is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

2 1. Before the Court is Plaintiff Jacob Nezzar's ("Plaintiff") Motion for Approval of
3 PAGA Settlement. Defendant GardaWorld Security Services of California, Inc. ("GWSS") has filed
4 a statement of non-opposition to the motion. The Court finds that good cause exists to grant
5 Plaintiff's Motion, and enters this judgment, for the reasons set forth below.

6 2. Judgment in this matter is hereby entered in accordance with the terms of the Parties'
7 Stipulation of Settlement (the "Stipulation" or "Settlement"). Unless otherwise provided, all
8 capitalized terms used herein shall have the same meaning as those defined by the Settlement.

9 3. Pursuant to the California Labor Code Private Attorneys General Act of 2004
10 ("PAGA") and Labor Code section 2699(1)(2) in particular, the Court approves the Settlement and
11 finds that it is fair and reasonable and furthers PAGA's objectives. The Court further finds that
12 notice of the Settlement has been provided to the California Labor and Workforce Development
13 Agency ("LWDA") as required by PAGA and Labor Code section 2699(1)(2), in particular. The
14 Parties are directed to perform in accordance with the terms set forth in the Settlement, and
15 specifically, GWSS shall make the payments to the LWDA, the Aggrieved Employees, Plaintiff,
16 and PAGA Counsel as provided for and in the respective amounts set forth in the Settlement. Such
17 payments may be made through the Settlement Administrator.

18 4. This Judgment shall be binding on Plaintiff, all Aggrieved Employees, the State of
19 California, and the Labor and Workforce Development Agency, who are hereby barred by the
20 doctrine of res judicata from asserting any and all of the Released Claims, as that term is defined by
21 the Settlement. (See *Arias v. Superior Court* (2009) 46 Cal.4th 969, 986 [judgment in a
22 representative action brought by an aggrieved employee under PAGA is binding not only on the
23 named employee plaintiff but also on state labor law enforcement agencies and any aggrieved
24 employee not a party to the proceeding].)

25 5. This Judgment resolves and extinguishes all Released Claims on behalf of the
26 Plaintiff, the State of California, the Labor and Workforce Development Agency, and the Aggrieved
27 Employees against the Released Parties during the Covered Period, which is defined as the period
28 between July 26, 2024 and the entry of this Judgment. These Released Claims include, without

1 limitation, any and all claims for relief of any kind under PAGA, including without limitation civil
2 penalties, based on claims/violations that were alleged in this Lawsuit, or that could have been
3 alleged based on the facts alleged in this Lawsuit, or that were alleged in the associated LWDA
4 PAGA Notice submission by the Plaintiff. Without limiting the generality of the foregoing, the
5 claims released by the Settlement and barred by this Judgment include, but are not limited to, all
6 PAGA claims based on alleged violations of Labor Code sections 201–205, 205.5 206, 210, 212,
7 213, 216, 218.5, 218.6, 221, 223, 225.5, 226, 226.3, 226.7, 227.3, 233, 234, 246, 246.5, 256, 432,
8 510, 512, 558, 1102.5, 1174, 1174.5, 1182.12, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199,
9 2698, 2699, 2800, 2802, 2804, and any of the Wage Orders applicable to the foregoing claims or
10 Labor Code provisions.

11 6. Without affecting the finality of this Judgment, the Court shall retain exclusive and
12 continuing jurisdiction over the above-captioned action and the Parties for purposes of enforcing
13 the terms of this Judgment and the Settlement.

14 7. The Settlement is not an admission by Defendants, nor is this Judgment a finding of
15 the validity of any claims in the Lawsuit or of any wrongdoing by Defendants. Neither this
16 Judgment, the Stipulation, nor any document referred to herein, nor any action taken to carry out
17 the Stipulation is, may be construed as, or may be used as an admission by or against Defendants of
18 any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Stipulation,
19 and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed
20 to be evidence of, an admission or concession with regard to the denials or defenses by Defendants.

21 8. Neither this Judgment, Approval Motion, the Settlement, any document referred to
22 herein, any exhibit to any document referred to herein, any action taken to carry out the Settlement,
23 nor any negotiations or proceedings related to the Settlement are to be construed as, or deemed to
24 be evidence of, or an admission or concession with regard to, the claims asserted by Plaintiff or the
25 denials or defenses of Defendants, and shall not be offered in evidence in any proceeding against
26 the Parties hereto in any court, administrative agency, or other tribunal for any purpose whatsoever
27 other than to enforce the provisions of the Settlement or this Judgment, including without limitation
28

1 efforts by Defendants to effectuate the dismissal of other, parallel PAGA litigation based on the
2 preclusive effect of this Judgment and the Settlement.

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

10 10. The Court hereby approves PAGA Counsel's request for fees and costs, and awards
11 PAGA Counsel fees in the amount of \$_____ and a costs payment in the amount of
12 \$_____, both of which shall be paid out of the Gross Settlement Amount.

13 11. Except as set forth in the Stipulation and this Judgment, Plaintiff, all Aggrieved
14 Employees, the State of California, and the Labor and Workforce Development Agency, on the one
15 hand, and Defendants, on the other hand, shall take nothing in the Lawsuit. Each Party shall bear
16 its own attorneys' fees and costs, except as otherwise provided in the Stipulation and in this
17 Judgment.

18 12. This document shall constitute a judgment under California Code of Civil Procedure
19 sections 577 and 664.6.

20 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

21 DATED: _____
22
23

24 Hon. T. Mark Smith
25 Kern County Superior Court Judge
26
27
28

EXHIBIT B

[Mailing Date]

[RETURN ADDRESS OF SETTLEMENT ADMINISTRATOR]

Re: *Jeffrey Baer, Angelique Cargin, Ahnisah Wilson, and Jacob Nezzar v. GardaWorld Security Services Of California, Inc., et al.*, Kern County Superior Court Case No. BCV-24-104193

THIS NOTICE EXPLAINS A PAYMENT BEING MADE TO YOU. THIS IS NOT A
LAWSUIT AGAINST YOU.

To [MERGE NAME]:

Plaintiffs Jeffrey Baer, Angelique Cargin, Ahnisah Wilson, and Jacob Nezzar filed the above-referenced lawsuit against Defendant GardaWorld Security Services of California, Inc. (“GWSS”) and its affiliated companies. This lawsuit included a claim, asserted only by Plaintiff Nezzar (“Plaintiff”) against GWSS and GardaWorld Security Services Management Company, Inc. (“GSMC” and together with GWSS, “Defendants”), under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), based on alleged violations of the California Labor Code. Plaintiff was employed in California by GWSS as a security guard, and he sought to assert claims on behalf of himself and other non-exempt GWSS and GSMC employees in California.

Defendants strenuously deny Plaintiff’s allegations, and contend that they have at all times complied with the California Labor Code. Further, the court overseeing this lawsuit (the “Lawsuit”) has not made any determination that Plaintiff’s claims are valid. Nevertheless, Defendants highly value their employees, and have chosen to resolve this matter and make payments to GWSS employees instead of incurring further disruption and expense in this litigation. Defendants have not admitted to any liability by entering into this settlement.

The settlement applies to each “Covered Employee,” defined as an individual who was classified as non-exempt employee of GWSS in California at any time from July 26, 2024 to [the date of entry of the Judgment]. You have been identified as one of the Covered Employees entitled to receive proceeds from the Settlement as explained below.

On [DATE], the California Superior Court for the County of Kern approved the resolution of this matter (the “Settlement”). Under the Settlement, payments are being made to the Covered Employees pro rata based on the number of pay periods they worked in the above-identified time period. This Settlement and resulting judgment release (that is, extinguish) any claims that were or could have been asserted under PAGA based on the facts alleged in the Lawsuit. The released claims specifically include, without limitation, all claims for PAGA penalties based on any of the following alleged underlying violations of the California Labor Code or Industrial Wage Orders: (1) failure to pay regular, overtime, double time, or premium wages; (2) failure to compensate Aggrieved Employees for all hours worked; (3) failure to pay the appropriate regular rate of pay; (4) failure to comply with payroll or wage record-keeping documentation or wage statement itemization requirements; (5) failure to provide sufficient meal and/or rest periods or pay premiums in lieu thereof; (6) failure to timely pay wages due at termination or otherwise; (7) failure to furnish accurate or compliant wage statements; (8) failure to pay minimum wages; (9) violation of Labor Code section 203 by refusal to pay wages due and payable and/or denial of the validity of claims

to wages due, including without limitation by reason of (allegedly) willfully, knowingly and intentionally failing to pay wages due and falsely representing that wages were properly denied; (10) failure to keep accurate or complete payroll records showing, among other things, the hours worked daily by all non-exempt employees; (11) failure to provide sick days written notice of the amount of sick leave; (12) failure to provide copies of documents signed in connection with obtaining or holding employment; (13) failure to reimburse necessary work expenses; and (14) failure to provide adequate seating. Without limiting the generality of the foregoing, the Released Claims include, but are not limited to, all PAGA claims based on alleged violations of Labor Code sections 201–205, 205.5 206, 210, 212, 213, 216, 218.5, 218.6, 221, 223, 225.5, 226, 226.3, 226.7, 227.3, 233, 234, 246, 246.5, 256, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1182.12, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2699, 2800, 2802, 2804, and any of the Wage Orders applicable to the foregoing claims or Labor Code provisions.

Your enclosed check, in the amount of **[\$ Amount]**, is valid for one hundred twenty (120) days from the date of its issuance. After that date, the check will be canceled, and the funds from the canceled check will be tendered to the State Controller’s Office, Unclaimed Property Fund in the Covered Employee’s name. Covered Employees who do not cash their checks will remain subject to the judgment and the release of PAGA claims described above.

GWSS encourages you to cash this check, and it will not take any adverse action against you for doing so.

If you have any questions regarding the Settlement, please contact Rust Consulting at **[INSERT ADDRESS [AND PHONE] INFORMATION]** or Plaintiff’s Counsel at

CONSUMER & EMPLOYMENT LAWYERS

R. Craig Clark
Alicja Urtnowski
3258 Fourth Avenue
San Diego, CA 92103
Tel: 619 239 1321
cclark@celg.org
aurtnowski@celg.org

Counsel for Plaintiffs, the Aggrieved Employees, and the State of California