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Attorneys for Plaintiff
Michael Evans

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

MICHAEL EVANS, an individual, Plaintiff, v. AECON GLOBAL SECURITY, INC., et al., and DOES 1 through 25, Defendants.	**CASE NO.: 25STCV04963** **APPLICATION FOR APPROVAL OF PAGA SETTLEMENT AND ORDER THEREON** [Labor Code § 2699(l)(2)] **Unlimited Civil** **Demand for Jury Trial**

I. INTRODUCTION

Plaintiff MICHAEL EVANS hereby applies for an order approving the Parties' Private Attorneys General Act ("PAGA") Settlement Agreement ("Settlement"). The Settlement resolves Plaintiff's representative PAGA claims on behalf of the State of California and aggrieved employees.

The Settlement is fair, reasonable, and adequate in light of the risks, costs, and uncertainties of continued litigation, and it satisfies the standards articulated in Turrieta v. Lyft, Inc. (2024) 16 Cal.5th 664, 686–689

II. SUMMARY OF THE SETTLEMENT

- **Gross Settlement Amount:** $75,000
- **PAGA Penalties:** $40,000 total
  - 65% ($26,000) to LWDA
  - 35% ($14,000) to aggrieved employees
- **Attorneys' Fees:** up to $25,000 (33.33%)
- **Costs:** up to $1,500
- **Administration Costs:** up to $3,500
- **Service Award:** up to $5,000

Approximately **99 aggrieved employees** covering **963 pay periods** will receive pro rata payments without the need to submit claims. The signed settlement is attached as Exhibit 1.

III. LEGAL STANDARD

Under Labor Code § 2699(l)(2), courts must review PAGA settlements to ensure they are fair and adequate in light of the purposes of the statute.

Courts consider:

- Strength of Plaintiff's case

- Risks and expense of further litigation
- Scope of release
- Amount allocated to LWDA
- Whether settlement is the product of arm's-length negotiations

IV. THE SETTLEMENT IS FAIR AND REASONABLE

A. Meaningful Recovery Given Litigation Risks

The Settlement reflects a compromise in light of:

- Disputed liability
- Manageability and proof issues
- Potential reduction of penalties
- Defendant's defenses

B. Proper Allocation to LWDA

The Settlement allocates **65% of penalties to the LWDA**, consistent with statutory requirements.

C. Non-Reversionary Structure

The entire $75,000 is paid out—no reversion to Defendant.

D. Efficient Distribution

Payments are automatic and based on pay periods, ensuring equitable allocation.

V. ATTORNEYS' FEES AND COSTS

The requested:

- **33.33% fee** is standard in PAGA matters
- Costs are reasonable and documented

- Fee reflects contingent risk and work performed

VI. SERVICE AWARD

The requested **$5,000 service award** is reasonable given Plaintiff's role in:

- Initiating the action
- Assisting counsel
- Representing the State's interests

VII. ADMINISTRATION

The Parties selected a neutral administrator with costs capped at $3,500, ensuring efficiency and cost control.

VIII. LWDA NOTICE

Plaintiff has provided notice of the Settlement to the LWDA as required by Labor Code § 2699(l)(2).

IX. CONCLUSION

Plaintiff respectfully requests that the Court:

1. Approve the PAGA Settlement
2. Approve fees, costs, and service award
3. Enter judgment consistent with the Settlement

Dated: April 24, 2026

Michael A. Gould
THE GOULD LAW FIRM
A Professional Law Corporation
Attorneys for Plaintiff
Michael Evans

Exhibit 1

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Attorneys for Defendant
AECON GLOBAL SECURITY INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

MICHAEL EVANS, Plaintiff, v. AECON GLOBAL SECURITY, INC.; A CALIFORNIA CORPORATION, and does 1-100, inclusive, Defendants.	Case No.: 25STCV04963 *Assigned for All Purposes to Department 16 (Hon. Steve Cochran)* **PAGA SETTLEMENT AGREEMENT**

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff MICHAEL EVANS ("Plaintiff") and Defendant AECON GLOBAL SECURITY INC. ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as a "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's lawsuit alleging wage and hour violations against Defendant captioned *Michael Evans v. Aecon Global Security, Inc. a California Corporation* initiated on February 21, 2025, and pending in Superior Court of the State of California, County of Los Angeles, Case No. 25STCV04963.

1.2. "Administrator" means Apex Class action Administrator, the neutral entity the Parties have agreed to appoint to administer the Settlement.

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1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4. "Aggrieved Employee" means any hourly, non-exempt employee who worked as a security guard at the Lucid Motors location at any point between November 26, 2024, through the date the Court grants Final Approval of this Settlement.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number and number of PAGA Pay Periods.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Aggrieved Employees.

1.7. "Court" means the Superior Court of California, County of Los Angeles.

1.8. "Defendant" means named Defendant Aecon Global Security Inc.

1.9. "Defense Counsel" means the attorneys of Saber Law Group.

1.10. "Effective Date" means the date by when both of the following have occurred: (1) the Court enters a Judgment on its Order Approving the PAGA Settlement and (2) the Judgment is final. Judgment is final as of the latest of the following occurrences: (a) the day after the deadline for filing a notice of appeal from the Final Judgment (*i.e.,* 61 days after Final Judgment is entered) or (b) if a timely appeal from the Final Judgment is filed, the day after the appeal court affirms the Final Judgment and issues a remittitur.

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

1.12. "Final Judgment" means the Judgment entered by the Court upon Granting Final Approval of the Settlement.

1.13. "Gross Settlement Amount" means $75,000 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will

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be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administrator's Expenses Payment.

1.14. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.15. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

1.16. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.17. "Net Settlement Amount" means the Gross Settlement, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.18. "PAGA Counsel" means the attorneys of Law Offices of Peter M. Hart and attorneys of the Gould Law Firm.

1.19. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" means the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.20. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.21. "PAGA Period" means the period from November 26, 2024, through the date the Court grants Final Approval of this Settlement.

1.22. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).

1.23. "PAGA Notice" means Plaintiff's November 26, 2024, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.24. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees ($14,000) and the 65% to the LWDA ($26,000) in settlement of PAGA claims.

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1.25. "Plaintiff" means Michael Evans, the named plaintiff in the Action.

1.26. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.27. "Released PAGA Claims" means the claims being released as described in Paragraph 5.

1.28. "Released Parties" means Defendant Aecon Global Security Inc. and its current and former parents, subsidiaries, affiliates, joint ventures, directors, officers, shareholders, owners, employees, agents, attorneys, insurers, predecessors, successors, and assigns, and any other person acting by, through, or under Defendant.

1.29. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1 On February 21, 2025, Plaintiff commenced this Action by filing a PAGA Representative Action Complaint alleging a single cause of action against Defendant for Civil Penalties under PAGA (Labor Code §§ 2698, *et seq.*). The Complaint is the operative complaint in the Action (the "Operative Complaint"). Defendant denies the allegations in the Operative Complaint and denies any and all liability for failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

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

2.3. On September 25, 2025, the Parties began negotiating the Settlement when Plaintiff made his initial settlement demand to Defendant. Over the next several months, the Parties continued to conduct good faith settlement discussions, which led to this Agreement to settle the Action when the Parties agreed to a monetary term on January 8, 2026.

2.4. Prior to negotiating this Settlement, Plaintiff obtained, through formal and informal discovery, Plaintiff's personnel, time, and payroll records as well as information regarding the Aggrieved Employees' statistics.

2.5. The Parties, PAGA Counsel and Defense Counsel, represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

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3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay $75,000 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2.1 To PAGA Counsel. A PAGA Counsel Fees Payment of not more than 33.33%, which is currently estimated to be $25,000, and PAGA Counsel Litigation Expenses Payment of not more than $1500. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Released Parties, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator. An Administrator Expenses Payment not to exceed. $3500 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment of less than $3500, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 To the Plaintiff. For his service on behalf of the LWDA and Aggrieved Employees, Defendant agrees not to oppose or impede any application or motion by Plaintiff for a service award of up to Five Thousand Dollars ($5,000) ("Service Award"). Plaintiff understands and

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agrees that this Settlement Agreement shall remain in full force and effect even if the full amount of Service Award sought by Plaintiff is not ultimately awarded by the Court.

3.2.4 To the LWDA and Aggrieved Employees. PAGA Penalties in the amount of $40,000 to be paid from the Gross Settlement Amount, with 65% ($26,000) allocated to the LWDA PAGA Payment and 35% ($14,000) allocated to the Individual PAGA Payments.

3.2.3.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($14,000) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 99 Aggrieved Employees who worked a total of 963 of PAGA Pay Periods.

4.2 Aggrieved Employee Data. Within fifteen (15) days after the entry of Final Judgment by the Court, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement

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Amount by transmitting the funds to the Administrator in three equal installments, or as close to equal as possible, as follows: (1) first payment on the later of June 30, 2026 or sixty-one (61) days after the Court's entry of Final Judgment; (2) second payment on the later of September 30, 2026 or three (3) months after the first payment; and (3) third payment on the later of December 31, 2026 or six (6) months after the second payment.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided (the "Void Date"). The Administrator will cancel all checks not cashed by the Void Date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

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

5. RELEASE OF CLAIMS.

Effective on the date when Defendant fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff, on his behalf and on behalf of his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, demands, transactions or occurrences, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice, as well as all claims related to or arising from Plaintiff's employment with Defendant, including but not limited to, unpaid wages, meal and rest breaks, bonuses, commissions, productive pay, sick leave, vacation/PTO; breach of any contract; breach of the covenant of good faith and fair dealing; breach of fiduciary duty; fraud; termination in violation of public policy; breach of any securities laws or regulations; emotional distress; defamation; violation of any and all state, federal, or local statutes, regulations, or ordinances (hereinafter "Laws"), including, but not limited to, Laws that prohibit discrimination, harassment, and retaliation on the basis of race, color, national origin, ancestry, disability, pregnancy, reproductive health decision-making, religion, sex, sexual orientation, gender identity, genetic characteristic, marital status, medical condition, and veteran status, including, specifically, Title VII, the Americans with Disabilities Act, as amended, the Fair Employment and Housing Act, all claims arising under the California Labor Code (as well as all associated IWC Wage Orders) to the maximum extent permitted by law, the Fair Labor Standards Act, claims for payment of wages, the California Family Rights Act, the Family and Medical Leave Act, the Employee Retirement and Income Security Act, state and federal occupational health and safety Laws, the Health & Safety Code, the Business & Professions Code, the Corporations Code, the Welfare & Institutions Code, and any other Laws that affected or related to Plaintiff's employment or relationship with Defendant. ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested

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benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Aggrieved Employees. All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims, transactions, or occurrences for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts contained in the Operative Complaint and the PAGA Notice during the PAGA Period.

5.3 Release by PAGA Counsel. PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT

Plaintiff agrees to prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including (1) a draft proposed Order Granting Approval of PAGA Settlement; (2) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the

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security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (3) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); (4) a redlined version of the parties' Agreement showing all modifications made ready for filing with the Court; and (5) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than thirty (30) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Apex Class action Administrator to serve as the Administrator and verified that, as a condition of appointment, agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in

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exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

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

8. AGGREIVED EMPLOYEE SIZE ESTIMATES.

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, there are ninety-nine (99) Aggrieved Employees who worked 963 Pay Periods during the PAGA Period.

9. CONTINUING JURISDICTION OF THE COURT

The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action and the Settlement solely for purposes of (1) enforcing this Agreement and/or Judgment, (2) addressing settlement administration matters, and (3) addressing such post-Judgment matters as are permitted by law.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be

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admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Non-Disparagement/Non-Solicitation. Plaintiff agrees and covenants that he shall not make, publish, or communicate to any person or entity or in any public forum any maliciously false or defamatory remarks, comments, or statements concerning Defendant. Plaintiff further shall not encourage, counsel or assist (directly or indirectly) any current or former employee of Defendant in the preparation or prosecution of any civil dispute, grievance, claim, charge, or complaint against any of the Releasees.

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

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

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

10.6 No Prior Assignments. The 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 Party in this Settlement.

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10.7 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense 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.

10.8 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.9 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.10 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.11 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.12 Confidentiality and Non-Solicitation. PAGA Counsel, on behalf of themselves and their respective law firms, agree and covenant that, as a material condition to Defendant entering into this Agreement, information obtained by PAGA Counsel and anyone at their respective law firms from Defendant and Defense Counsel in the course of their representation of Plaintiff shall not be used to encourage, counsel or assist (directly or indirectly) any current or former employee of Defendant or third party in the preparation or prosecution of any civil dispute, grievance, claim, charge or complaint against the Defendant. The undersigned, on behalf of themselves and their law firms, agree to take whatever action is necessary to prevent knowingly engaging in the aforementioned prohibited conduct. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.13 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with 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 California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

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

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

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

To Plaintiff:
Peter M. Hart
Ashlie E. Fox
LAW OFFICES OF PETER M. HART
12121 Wilshire Blvd., Suite 525
Los Angeles, CA 90025
Telephone: (310) 439-9298
Facsimile: (509) 561-6441
hartpeter@msn.com
ashlie.fox.loph@gmail.com

Michael A. Gould
Aarin A. Zeif
THE GOULD LAW FIRM
161 Fashion Lane, Suite 207
Tustin, CA 92780
Telephone: (714) 669-2850
Facsimile: (714) 544-0800
michael@wageandhourlaw.com
aarin@wageandhourlaw.com

To Defendant:
Shirley C. Wang
Vivian. N. Huynh
SABER LAW GROUP
101 Howard Street, Suite 400
San Francisco, CA 94105
Telephone: (415) 278-1400
Facsimile: (415) 278-1401
swang@saberlaw.com
vhuynh@saberlaw.com

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

10.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

IT IS SO AGREED AND UNDERSTOOD BY:

PLAINTIFF & PAGA REPRESENTATIVE:

Dated: 04/07/2026

By: Michael Evans

MICHAEL EVANS

AGREED AS TO FORM BY:

PLAINTIFF'S COUNSEL:

Dated: 04/07/2026

LAW OFFICES OF PETER M. HART

By: P. M. Hart

PETER M. HART
ASHLIE E. FOX
Attorneys for Plaintiff MICHAEL EVANS

THE GOULD LAW FIRM

By: M. Gould

MICHAEL A. GOULD
Attorney for Plaintiff MICHAEL EVANS

Saber Law Group
101 Howard Street, Suite 400 ▪ San Francisco, CA 94105 ▪ 415.278.1400 ▪ saberlaw.com

IT IS SO AGREED AND UNDERSTOOD BY:

DEFENDANT:

Dated: April 20, 2026

AECON GLOBAL SECURITY INC.

By: DocuSigned by: Brian Schofield
4DDD3B01109C4C9...

BRIAN SCHOEFIELD
Founder & Ceo of Aecon Global Security Inc.

AGREED AS TO FORM BY:

DEFENDANT'S COUNSEL:

Dated: April 7, 2026

SABER LAW GROUP

By: Shirley Wang

SHIRLEY C. WANG
VIVIAN N. HUYNH
Attorneys for Defendant
AECON GLOBAL SECURITY INC.

Saber Law Group
101 Howard Street, Suite 400 ▪ San Francisco, CA 94105 ▪ 415.278.1400 ▪ saberlaw.com

PROOF OF SERVICE
STATE OF CALIFORNIA

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is: 161 Fashion Lane, Suite 207, Tustin, Ca 92780. On April 24, 2026, I served the within document(s):

- **APPLICATION FOR APPROVAL OF PAGA SETTLEMENT AND ORDER THEREON**

In the matter of **Evans v. Aecon Global Security, Inc., 25STCV04963** on the following interested party(ies) in this action:

By Electronic Mail:	**Representing:**
Shirley C. Wang swang@saberlaw.com Maureen K. Bogue mbogue@saberlaw.com Vivian N. Huynh vhuynh@saberlaw.com SABER LAW GROUP 101 Howard Street, Suite 400 San Francisco, California 94105	**Aecon Global Security, Inc.**

- **(By Mail)** The envelope was mailed with postage thereon fully prepaid. As follows: I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Tustin, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

- **(By Hand Delivery)** I delivered the within documents to the attorney service for delivery to the person(s) at the address(es) set forth below with instructions that such envelope be delivered personally on April 24, 2026.

- **(By Overnight Mail)** I am readily familiar with the firm’s practice of collection and processing correspondence for mailing with FedEx. Under that practice it would be deposited with FedEx on that same day thereon fully prepaid at Tustin, California in the ordinary course of business. The envelope was sealed and placed for collection and mailing on that date following ordinary business practices.

(By Electronic Mail) The document listed above was transmitted via email to the email address(es) noted above

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 24, 2026, at Tustin, California

Vanessa May Ga

Vanessa May Ga