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Attorneys for Plaintiff,
ALICIA ROSALES

**Electronically Filed
by Superior Court of CA,
County of Santa Clara,
on 12/22/2020 9:14 AM
Reviewed By: R. Walker
Case #18CV326826
Envelope: 5515010**

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA
COMPLEX CIVIL LITIGATION

ALICIA ROSALES, on behalf of herself all
others similarly situated,

Plaintiff,

v.

LOOMIS ARMORED US, LLC,
Defendant.

Case No. 18CV326826

**DECLARATION OF SHAUN SETAREH IN
SUPPORT OF PLAINTIFF’S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND
CERTIFICATION OF SETTLEMENT CLASS**

Date: February 25, 2021
Time: 1:30 p.m.
Place: Department 1

Complaint Filed: April 19, 2018

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DECLARATION OF SHAUN SETAREH

I, Shaun Setareh, declare as follows:

1. I am an attorney in good standing duly admitted to the State Bar of California, an attorney of record for Plaintiff Alicia Rosales in this action against Defendant Loomis Armored US, LLC (“Defendant”). This declaration is made in support of Plaintiff’s Motion for Preliminary Approval of the Class Action Settlement.

2. Except for those matters stated on information and belief, which I am informed and believe are true and correct, I have personal knowledge of all matters set forth herein. If called as a witness, I could and would competently testify thereto.

The Views of Experienced Counsel and Adequacy of Counsel

3. I received my undergraduate degree from UCLA in 1996 and my law degree from Loyola Law School in 1999. Since being admitted to the State Bar of California in 1999, I have actively practiced civil litigation for the entirety of that time period.

4. My firm and I, as a partner at Setareh Law Group, are well-experienced class action attorneys. I, along with the senior attorney assigned to this case, Thomas Segal, have considerable experience in class action litigation including employment and Fair Credit Reporting Act cases. We possess significant experience in Fair Credit Reporting Act cases involving allegations that the defendant employer failed to provide a legally compliant stand-alone disclosure.

5. Setareh Law Group has successfully handled hundreds of class actions and has over 80 Westlaw citable decisions.

6. I recently received the prestigious California Lawyer Attorney of the Year Award from the Daily Journal.

7. Recently as lead counsel in *Troester v. Starbucks Corporation*, et al., in the Supreme Court of the State of California, Case No. S234969, the California Supreme Court clarified and rejected the application of the widely adopted federal *de minimis* doctrine to California’s wage-hour laws.

8. I have been involved as lead or co-lead class counsel in numerous wage and hour, consumer, FCRA and antitrust class action cases. The following is a sampling of class actions in which I have been appointed as class counsel both for a settlement class and after a contested motion:

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- a. *Utne v. Home Depot U.S.A., Inc.*, U.S District Court, Northern District of California, Case No. 16-cv-01854-RS (granting class certification against Home Depot in connection with uncompensated off-the-clock work occurring at the start of all employee shifts and at the end of closing shifts).
- b. *Pitre v. Wal-Mart Stores, Inc.*, U.S District Court, Central District of California, Case No. 17-cv-01281-DOC (granting class certification against Wal-Mart for a class of almost 5,000,000 in a Fair Credit Reporting Act action).
- c. *Fronza v. Staffmark*, U.S. District Court, Northern District of California, Case No. 15-CV-02315-MEJ (granted final approval in a case involving alleged uncompensated security checks for warehouse workers).
- d. *Valencia v. SCIS Air Security Corp.*, Los Angeles Superior Court, Case No. BC421485 (granted class certification through contested motion in case on behalf of former security workers based on late final wage payments in violation of Labor Code §§ 201–203).
- e. *Sandoval v. Rite Aid Corp.*, Los Angeles County Superior Court, Case No. BC431249 (granted class certification through contested motion in case on behalf of former pharmacy employees based on late final wage payments in violation of Labor Code §§ 201–203; subsequently granted final approval of class action settlement).
- f. *Wilson v. TE Connectivity*, Northern District of California Case No. 3:14-cv-04872-EDL (granted class certification through contested motion in case on behalf of manufacturing facility employees subject to auto-deduction of meal breaks).
- g. *Padilla v. UPS*, U.S. District Court, Central District of California, Case No. 08-CV-1590 (granted final approval in a case involving claims for failure to provide meal periods to part time employees engaged in sort operations and failure to pay final wages in a timely manner to terminated employees).
- h. *Vang v. Burlington Coat Factory Warehouse Corp.*, U.S. District Court, Central District of California Case No. 09-CV-8061 (granted final approval in a case involving, among other things, vacation pay forfeitures, failures to provide meal and rest periods, and failures to pay overtime wages based on employee misclassification).

- 1 i. *Garcia v. Am. Gen. Fin. Mgmt. Corp.*, U.S. District Court, Central District of
2 California, Case No. 09-CV-1916 (granted final approval in a case filed on behalf of
3 account managers in case involving, among other things, alleged overtime
4 miscalculations and meal and rest period violations).
- 5 j. *O'Neill v. Genesis Logistics, Inc.*, U.S. District Court, Northern District of California,
6 Case No. 08-CV-4707 (granted final approval in a case involving claims for failure to
7 provide meal periods to employees who worked as drivers delivering goods to 7-11
8 stores throughout California and failure to pay final wages in a timely manner to
9 terminated employees).
- 10 k. *Spokes v. Lush Cosmetics, LLC*, Los Angeles Superior Court, Case No. BC391397
11 (granted final approval in a case alleged failures to provide meal and rest periods and
12 failure to timely pay all final wages to California sales associates and key holders).
- 13 l. *Green v. Staples Contract and Commercial, Inc.*, Los Angeles Superior Court, Case
14 No. BC389789 (granted final approval in a case involving claims for unprovided meal
15 and rest periods, inaccurate wage statements, waiting time penalties, and unfair
16 business practices on behalf of truck drivers delivering Staples office supplies in
17 California).
- 18 m. *Green v. Universal Music Group*, Los Angeles Superior Court, Case No. BC374253
19 (granted final approval in a case involving misclassification claims of current or
20 former IT Support employees, including engineers, server analysts, desktop support,
21 and technical leads).
- 22 n. *Jones v. Shred-It USA, Inc.*, U.S. District Court, Central District of California, Case
23 No. 11-CV-00526 (granted final approval in a case brought on behalf of customer
24 service representatives and balers for alleged off-the-clock work and meal and rest
25 period violations).
- 26 o. *Alvarez v. Gary Grace Enterprises, LP*, Marin Superior Court, Case No. CIV 1002553
27 (granted final approval in a case on behalf of hair salon employees for overtime
28 miscalculation and related claims).

- p. *Calderon v. GreatCall, Inc.*, San Diego Superior Court, Case No. 37-2010- 00093743-CU-OE-CTL (granted final approval in a case on behalf of customer service employees for, among other things, alleged meal and rest period violations and overtime calculation errors).
- q. *Douglas v. California Credit Union*, Los Angeles Superior Court, Case No. BC445050 (granted final approval in a case on behalf of customer service representatives alleging overtime miscalculation claims).
- r. *Cerdenia v. USA Truck, Inc.*, U.S. District Court, Central District of California, Case No. 10-CV-1489-JVS (granted final approval in an action on behalf of truck drivers for meal and rest period violations, off-the-clock pre- and post-shift work, and unauthorized wage deductions).
- s. *Butler v. Lexxiom, Inc.*, San Bernardino Superior Court, Case No. CIVRS 1001579 (granted final approval in an action on behalf of debt resolution center employees alleging, among other things, meal and rest period violations and overtime calculation errors).
- t. *Valencia v. SCIS Air Security Corp.*, Los Angeles Superior Court, Case No. BC421485 (granted class certification through contested motion in case on behalf of former security workers based on late final wage payments in violation of Labor Code §§ 201–203; subsequently granted preliminary approval of proposed class action settlement).
- u. *Sandoval v. Rite Aid Corp.*, Los Angeles County Superior Court, Case No. BC431249 (granted class certification through contested motion in case on behalf of former pharmacy employees based on late final wage payments in violation of Labor Code §§ 201–203; subsequently granted final approval of class action settlement).

9. The Setareh Law Group has been counsel in multiple actions alleging violation of the standalone disclosure requirement of the FCRA. The litigation in these cases, and the varying results, provide Setareh Law Group with a good ability to assess the value of similar cases. The paragraphs

1 below provide a non-exhaustive summary of that experience as relevant to the ability to assess the
2 value of the settlement in this case.

3 10. Setareh Law Group is Class Counsel for the Settlement Class in the case of
4 *Burnthorne-Martinez v. Sephora USA, Inc.*, Northern District of California Case No. 4:16-cv-02843.
5 That case also involves allegations that the defendant in that case obtained background checks using
6 disclosure forms that contained extraneous information. Final approval has been granted in that case.
7 The settlement amount was \$750,000 for 11,429 class members or \$65.60 per class member. The
8 settlement was reached after a class certification motion and motion for summary judgment were
9 fully briefed.

10 11. Setareh Law Group is Class Counsel for the Settlement Class in the case of *Garza v.*
11 *Brinderson Constructors, Inc.*, Northern District of California Case No. 15-cv-05742-EJD. That case
12 also involves allegedly unlawful disclosure forms containing extraneous information. Final approval
13 has been granted in that case. The settlement amount was 1.5 million with approximately 12,818
14 class members or \$117.02 per class member. The settlement was arrived at after a class certification
15 motion was fully briefed.

16 12. In the *Sephora* and *Brinderson* cases some of the forms at issue contained
17 unambiguous liability releases like the one in *Syed v. M-I LLC*, 853 F.3d 492 (9th Cir. 2017).

18 13. Setareh Law Group is class counsel for the Settlement Class in a third FCRA
19 standalone disclosure case in the Northern District of California which settled after a class
20 certification motion was fully briefed. *Esomonu v. Omnicare, Inc.*, 4:15-cv-02003-HSG. Final
21 approval has been granted in that case. The settlement amount was 1.3 million with approximately
22 43,069 class members or \$30.18 per class member.

23 14. The Setareh Law Group has been involved as counsel in two standalone disclosure
24 cases where summary judgment was granted in favour of the defendant. Those cases are *Lewis v.*
25 *Southwest Airlines*, 2018 WL 400775 (N.D. Tex. January 11, 2018) and *Gilberg v. California Check*
26 *Cashing Stores, Inc.*, Eastern District of California Case No. 2:15-cv-02309-JAM-AC (summary
27 judgment granted June 13, 2017). Both are cases where the FCRA disclosure form contained
28 extraneous information but not a *Syed* type liability release.

15. The Setareh Law Group has no conflicts of interest with absent Settlement Class
Members.

16. As the above shows, I have substantial experience in employment and wage-and-hour
class action litigation, including actions alleging failure to provide meal and/or rest periods, failure to

1 pay wages, failure to provide accurate wage statements, failure to provide timely final wage payments,
2 and other related claims. I am knowledgeable about the applicable law, have worked diligently to
3 investigate and identify the potential claims in this action, and will continue to commit my firm's
4 resources to further the interests of the Class.

5 ***Plaintiff's Investigation and Discovery***

6 17. On April 19, 2018, Plaintiff filed a Complaint in the Superior Court for the County of
7 Santa Clara County, Case No. 18CV326826 (the "Complaint"). On July 20, 2018, Plaintiff filed a
8 First Amended Complaint (the "Action"). Defendant removed the Action to the United States District
9 Court on August 30, 2018. The claims currently pending in the Action include the following: (1)
10 failure to make proper disclosures, to obtain proper authorizations in violation of the Fair Credit
11 Reporting Act (FCRA) 15 U.S.C. § 1681b(b)(2), (2) failure to provide the required summary of rights
12 and certain disclosures regarding backgrounds checks in violation of the FCRA 15 U.S.C. §§ 1681d
13 and 1681g(c), *et seq.* (3) failure to provide required meal periods in violation of California Labor
14 Code §§ 204, 223, 226.7, 512 and 1198; (4) failure to provide required rest periods in violation of
15 California Labor Code §§ 204, 223, 226.7, and 1198; (5) failure to pay minimum wages and overtime
16 wages in violation of California Labor Code §§ 510, 1194, 1197 & 1198, *et seq.* for alleged off the
17 clock work; (6) failure to provide accurate itemized wage statements in violation of California Labor
18 Code § 226; (7) failure to timely provide wages due in violation of California Labor Code §§ 201,
19 202, and 203; (8) unfair competition in violation of California Business and Professions Code §17200
20 *et seq.*; and (9) violation of the Private Attorney General Act (PAGA) in violation of California Labor
21 Code §2698 *et seq.* (Settlement Agreement ¶ 41).

22 18. The parties stipulated to remand the case back to this Court. On August 31, 2020, the
23 U.S. District Court, Northern District of California granted remand on this case back to this court.

24 19. The case has been prosecuted diligently for over a year. Plaintiff's counsel's
25 investigation included meeting with Plaintiff, conducting legal research and analysis of the applicable
26 law as applied to the facts discovered regarding Plaintiff's claims and the defenses thereto and
27 analyzing Defendant's potential liability exposure.

1 20. Plaintiff’s counsel thoroughly analyzed the evolving, and often conflicting case law
2 governing FCRA class actions as well as other types of actions including the related Fair and Accurate
3 Credit Transaction Act where “willfulness” and “proof of actual injury” are often disputed. All of this
4 review and investigation allowed Plaintiff’s counsel to structure a settlement that provides benefits
5 directly to the persons who were required to use the allegedly unlawful forms.

6 21. As part of the investigation, Plaintiff’s counsel also has conducted a study and
7 investigation of the law and facts relating to the claims that were asserted and that could have been
8 asserted, as well as a study and investigation of the scope and identity of the settlement class, and has
9 concluded, taking into account the benefits of this settlement, and the risks and delays of further
10 litigation, as well as the strengths and weakness of Plaintiff’s claims and Defendant’s defenses, that
11 this settlement is fair, reasonable, and adequate, and in the best interests of the Plaintiff and all
12 members of the classes affected by it.

The Parties Settled After Arm’s Length Discussions

13 22. The Parties engaged in informal discovery prior to resolving the Action. This
14 included, but was not limited to training material, policies, time and punch data, compensation records
15 and the relevant disclosure forms. Plaintiff and Defendant have thoroughly investigated the claims
16 and exchanged extensive information regarding the claims prior to negotiating settlement in the
17 Action. This enabled Plaintiff’s damages expert to review the data and to prepare a comprehensive
18 damage analysis for the purposes of mediation. Before the mediations, the parties each investigated the
19 claims asserted, the legal authorities supporting and challenging them, and prepared detailed
20 mediation briefs.

21 23. After good-faith and arms-length negotiations on August 8, 2019, presided over by the
22 Hunter Hughes III, Esq., during which each side, represented by its respective counsel, recognized
23 the substantial risk of an adverse result in the Action, the Settling Parties agreed to avoid further
24 litigation and to settle and resolve all claims alleged against Defendant. The Parties have not engaged
25 in any collusion or improper negotiations. The Parties do not have any agreements regarding the
26 proposed Settlement that is not reflected in the Stipulation of Settlement.

1 24. A true and correct copy of the Settlement Agreement is attached as **Exhibit A**. A true
2 and correct copy of the Notice of Proposed Class Action Settlement is attached as **Exhibit 1** to the
3 Settlement Agreement.

4 25. Based on data provided by Defendant, Plaintiff has estimated Defendant’s liability
5 exposure in this case for failure to provide meal and rest breaks and failure to pay for off-the-clock
6 work to be \$1,949,643.86, without considering statutory and civil penalties. The Wage and Hour
7 settlement amount of \$475,000 is 24.36% of the maximum damages of \$1,949,643.86. Plaintiff
8 retained an expert James Toney to analyze the data. Expert James Toney is a former payroll
9 accounting manager at Boeing and Rockwell who now works as a damages expert in wage and hour
10 actions.

11 26. Plaintiff alleges that The Class Members have a claim for off-the-clock work due to
12 being made to wait in their building at the end of their shift in order to be let out of the building.
13 Additionally, Off-the Clock Subclass Members were sometimes made to wait off-the-clock to get into
14 the facility, first at the locked gate at the entrance to the facility and then to be buzzed through two
15 locked doors. This time spent waiting off-the-clock was not properly recorded as time worked and
16 resulted in Plaintiff and the putative class not being paid for all hours worked by Defendant. The
17 damages estimate for this claim assuming three minutes per shift of off-the-clock work is
\$685,803.64.

18 27. Settlement Class Members have a meal break claim based on the fact that their meal
19 breaks were sometimes not provided because they were not permitted to leave the vehicle to take
20 meal breaks. Based on an assumption that this caused a noncompliant meal break 20% of the time,
the damages for this claim are \$628,086.17.

21 28. No records exist to show whether class members missed rest breaks. However, based
22 on an assumption that class members missed rest breaks on average 20% of the time, the damages
23 would be \$635,754.05.

24 29. Although the estimated maximum PAGA penalties in this case are \$50,542,800,
25 PAGA penalties are admittedly discretionary and the Court could choose to award a very low amount
26 in PAGA penalties or no amount at all. (*See* Lab. Code § 2699(e)(2).) Defendant would argue that it
is unfairly duplicative to award both Labor Code § 203 penalties and PAGA penalties.

27 30. The FCRA’s damages provision limits recovery when it is shown that a defendant’s
28 actions are willful to between \$100 and \$1,000 or actual damages, whichever is greater. With

1 approximately 35,613 class members, the FCRA statutory damages are between \$3,561,300 to
2 \$35,613,000. The FCRA Settlement amount of \$475,000 is 13.33% of the \$3,561,300 FCRA damages
3 amount assuming a \$100 statutory penalty per violation.

4 31. Despite a total potential recovery of a 5,510,944 on her class claims, Plaintiff recognizes
5 the challenge she faces in certifying a class action, and establishing liability on the underlying wage and
6 hour claims. For those claims, if any, that are certified for class treatment, Plaintiff must prevail at a trial
7 on the merits. In addition to having to prove that Plaintiff and other workers were not paid for all hours
8 worked, Plaintiff must establish willfulness with respect to their minimum wage liquidated damages claim
9 under Labor Code Section 1194.2 and waiting time penalties claim under Labor Code Section 203.
10 Defendant further disputed Plaintiff's claims and would have argued that class certification was not
11 appropriate. With respect to the claims asserted on behalf of the settlement Class in this case, there are
12 significant risks that support the reduced compromise amount. These risks include, but are not limited to
13 the following:

14 (i) The risk that Plaintiff would be unable to establish liability for allegedly unpaid straight
15 time and overtime wages, *see Duran v. US Bank Nat'l Ass'n*, 59 Cal. 4th 1, 39 & fn. 33 (2014) ("*Duran*"),
16 *citing Dilts v. Penske Logistics, LLC* 2014 WL 205039 (S.D. Cal. 2014) (dismissing certified off-the-
17 clock claims based on proof at trial). Defendant has contended, for example, that straight time was paid
18 and that overtime was paid or not due and owing across the putative Class as alleged by Plaintiff.

19 (ii) The risk that Plaintiff would not be able to prove liability for alleged failure to provide
20 compliant meal periods and rest breaks; or that to establish liability for the failure to provide compliant
21 meal periods and rest breaks would require an individualized inquiry that would prevent these issues from
22 being resolved on a class and/or collective basis.

23 (iii) The risk that Plaintiff would not recover waiting time and wage statement penalties pursuant
24 to Labor Code sections 203 and 226. For example, there is currently a split of authority as to whether such
25 penalties can be obtained based on failure to provide meal breaks. *See e.g., Sinegletary v. Teavana Corporation*
26 (N.D. Cal. May 2, 2014) 2014 WL 1760884, *4 (noting that "the law in this area is murky at best" and holding
27 that section 203 penalties are not applicable to meal and rest break claims). Plaintiff also might not prove that
28 Defendant acted with the intent necessary for the alleged claims for penalties under Labor Code sections 203

1 and 226. Specifically, section 203 requires that a plaintiff show the employer committed a “willful” violation
2 of the law in withholding wages. “A good faith dispute that any wages are due will preclude imposition of
3 waiting time penalties under Section 203.” 8 Cal. Code Regs. § 13520. Similarly, penalties pursuant to section
4 226 require a “knowing and intentional” violation. Defendant contends that they would present several good
5 faith defenses that would preclude a finding of willfulness under section 203. *See Choate v. Celite Corp.* (2013)
6 215 Cal. App.4th 1460 (reversing award of section 203 penalties based on good faith defense where underlying
7 wage claim presented issue of first impression). Any such good faith dispute could preclude penalties. The
8 Court of Appeal in *Gustavo Naranjo, et al. v. Spectrum Security Services, Inc.* held that unpaid premium
9 wages for meal break violations do not entitle employees to additional remedies under the California Labor
10 Code for inaccurate wage statements or waiting time penalties.

11 (iv) The risk that Defendant challenged employment policies might not ultimately support
12 class certification or a class-wide liability finding, *see, Duran*, 59 Cal. 4th at 14 & fn. 28 (citing Court of
13 Appeal decisions favorable on class certification issue without expressing opinion as to ultimate viability
14 of proposition).

15 (v) For the same reasons, liability, damages recovery, and certification risks are heightened
16 given: (1) the risk that uncertainties pertaining to the ultimate legality of Defendant’s policies and practices
17 could preclude class-wide awards of statutory penalties under Labor Code section 226(e); (2) the risk that
18 individual differences between settlement Class Members could be construed as pertaining to liability,
19 and not solely to damages, *see, Duran*, 59 Cal. 4th at 19; and (3) the risk that class or collective treatment
20 could be deemed improper as to one or more claims except for settlement purposes.

21 (vi) The risk that lengthy appellate litigation could ensue as to both liability and certification
22 issues, with associated litigation risk and costs, further enhances the value of a confirmed settlement as
23 opposed to unpredictable litigation. In these respects, Defendant strongly denies any liability and the
24 propriety of class certification for any reason other than settlement. Continued litigation of this lawsuit
25 presented Plaintiff and Defendant with substantial legal risks that were (and continue to be) very difficult
26 to assess.

27 32. In light of the uncertainties of protracted litigation, the Settlement amount reflects a fair
28 and reasonable recovery for the settlement Class Members. The Settlement amount is, of course, a

1 compromise figure. By necessity, it took into account risks related to liability, damages, class and
2 collective action certification, and all the defenses asserted by Defendant as to all such matters. Moreover,
3 each settlement Class Member will be given the opportunity to opt out of the Settlement, allowing those
4 who feel they have claims that are greater than the benefits they can receive under this Settlement to pursue
5 their own claims. Notwithstanding the liability exposure the settlement is an excellent one given the risks of
6 continued litigation.

7 ***Reasonableness of Class Representative Enhancement Award***

8 33. Like the Wage and Hour Class Members, Plaintiff was employed by Defendant as a non-
9 exempt route service employee in California during the class period. Like the FCRA Class Members, Plaintiff
10 applied for employment in the United States with Defendant during the class period. Plaintiff has no conflict
11 of interest with absent Class Members and has agreed to place the class's interests above her own.

12 34. The requested service award of \$10,000.00 to Plaintiff Alicia Rosales is warranted.
13 Plaintiff spent considerable time speaking with her counsel, gathering documents and reviewing the
14 Settlement. She also took on the risk of facing intrusive discovery, facing a potential costs award,
15 and the risk that being involved in litigation would be viewed unfavourably by potential employers.
16 Her assistance was instrumental in achieving a settlement amount that is significant to the similarly
17 situated individuals she sought to represent. Further, Plaintiff took on the personal risk of facing
18 intrusive discovery demanded by her former employer, of making her future employment prospects
19 uncertain, and exposed herself to a possible cost award if the litigation were lost.

20 ***Attorneys' Fees***

21 35. Class Counsel intends to request attorneys' fees of up to \$616,666.66 and litigation
22 costs up to \$10,000. In view of Class Counsel's efforts and risks in pursuing this case, and the
23 expenses incurred in vigorously litigating these claims, these amounts are well within the range of
24 reasonableness and thus warrant preliminary approval. Indeed, as Class Counsel in similar wage and
25 hour class actions, I have routinely been awarded fees amounting to approximately one-third of the
26 settlement fund. These cases include, but are not limited to: *O'Brien v. Optima Network Services, Inc.*,
27 San Bernardino County Superior Court, Case No. CIVRS1107056 (one-third of fund); *Noyd v. The*
28 *Cristcat Group, et al.*, Los Angeles County Superior Court, Case No. BC439558 (one-third of fund);

1 *Perez v. Southwest Dealer Services, Inc.*, Los Angeles County Superior Court, Case No. BC439253
2 (one-third of fund); *Alvarez v. Gary Grace Enterprises, LP*, Marin County Superior Court, Case No.
3 CIV1002553 (one-third of fund); *Calderon v. Greatcall, Inc.*, San Diego Superior Court, Case No.
4 37-2010-00093743-CU-OE-CTL (one-third of fund); *Butler v. Lexxiom, Inc.*, San Bernardino County
5 Superior Court, Case No. CIVRS1001579 (one-third of fund); *Huynh v. Carefusion Resources, LLC*,
6 *et al*, San Diego County Superior Court, Case No. 37-2009-00103277-CU-OE-CTL (one-third of
7 fund); *Stucker v. L'Oreal USA S/D, Inc.*, Los Angeles County Superior Court, Case No. BC456080
8 (one-third of fund); *Sandoval v. Thrifty Payless, Inc.*, Los Angeles County Superior Court, Case No.
9 BC431249 (one-third of fund); *Tucker v. Maly's West, Inc.*, Los Angeles County Superior Court, Case
10 No. BC483920 (one-third of fund); *Tiwari v. Merrill's Packaging*, San Mateo Superior Court, Case
11 No. 519070 (one-third of fund); *Montgomery v. Del Monte Corp., et al*, Kings County Case No.
12 13C0204 (one-third of fund).

13 36. The work done by Setareh Law Group in this case includes drafting pleadings, drafting
14 a motion to remand and reply, drafting notices of new authority regarding the remand motion, drafting
15 an opposition to Defendant's motion to transfer, drafting an opposition to Defendant's Motion for
16 judgment on the pleadings or in the alternative motion to strike, drafting discovery requests, reviewing
17 documents produced by Defendant, working up and drafting a mediation brief, attending a day long
18 mediation session, putting together the settlement agreement, working with Defendant to remand the
19 case, and drafting a motion for preliminary approval.

20 37. The Setareh Law Group prosecuted this matter on a contingent basis meaning that if
21 the case were unsuccessful the firm would have received no compensation or reimbursement of costs.
22 The time spent on the litigation took a considerable amount of time and effort that could have been
23 spent on other fee generating work.

Reasonableness of Settlement Administration Costs

24 38. The parties propose KCC, Inc. as the administrator in this matter. Plaintiff' counsel
25 obtain bids from no less than three established class action settlement administrators, KCC Class
26 Action Services, LLC, Simpluris, Inc. and CPT. Ultimately, KCC was selected as it presented the
27 most cost effective bid. KCC is an experienced class action settlement administrator. Based on my
28 experience, KCC's bid of \$70,000 is reasonable for a settlement with a class of this size.

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Reasonableness of PAGA Allocation

39. The Parties have agreed that \$25,000 shall be paid to the LWDA as civil penalties under PAGA. The facts and evidence in this case, including lack of evidence establishing willfulness on Defendant’s part with respect to the claim at issue, establish that Plaintiff and the Settlement Class face a significant risk of recovering nothing on their claims, including on the PAGA claim. The Parties took all of these issues into consideration when negotiating the PAGA award. Thus, the proposed payment to the LWDA is fair, adequate, and reasonable.

I declare under the penalty of perjury of the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Executed on 12/21/2020 in Beverly Hills, California.

DocuSigned by:
Shaun Setareh
5354260472415
SHAUN SETAREH

EXHIBIT A

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13 **ADDITIONAL COUNSEL ON NEXT PAGE**

14
15 UNITED STATES DISTRICT COURT
16 NORTHERN DISTRICT OF CALIFORNIA

17
18 ALICIA ROSALES, on behalf of herself
all others similarly situated,,

19 Plaintiff,

20 v.

21 LOOMIS ARMORED US, LLC,

22 Defendant.
23

Case No. 5:18-CV-05354-EJD

**STIPULATION OF CLASS ACTION
SETTLEMENT**

1 ***ADDITIONAL COUNSEL***

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10 Attorneys for Plaintiff
11 *ALICIA ROSALES*

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1 IT IS HEREBY STIPULATED, by and between Plaintiff ALICIA ROSALES
2 (“Plaintiff”), individually and on behalf of all others similarly situated, on the one hand, and Defendant
3 LOOMIS ARMORED US, LLC (“Defendant”), on the other hand, and subject to the approval of the
4 Court, that the Action is hereby compromised and settled pursuant to the terms and conditions set forth
5 in this Agreement of Class Action Settlement (“Agreement”) and that the Court shall make and enter
6 judgment, subject to the continuing jurisdiction of the Court as set forth below, and subject to the
7 definitions, recitals, and terms set forth herein which by this reference become an integral part of this
8 Agreement. Plaintiff and Defendant are collectively referred to as the “Parties.”

9 **DEFINITIONS**

10 In addition to other terms defined in this Agreement, the terms below have the
11 following meaning in this Agreement:

12 1. “Action” means the putative class action entitled Alicia Rosales v. Loomis Armored
13 US, LLC, pending in the United States District Court of California, Case No. 5:18-cv-05354-EJD.

14 2. “Aggrieved Employees” means all individuals who worked for Defendant in California
15 as a non-exempt route service employee (all Defendant employees who work or worked in armored
16 vehicles to perform their job duties) at any time from April 19, 2017 to the date of preliminary
17 approval.

18 3. “Class Members” means individuals who are members of the FCRA Class and/or Wage
19 and Hour Class members, as defined herein.

20 4. “Class Counsel” means Shaun Setareh, Thomas Segal, and Farrah Grant of the Setareh
21 Law Group.

22 5. “Class Counsel Award” means reasonable attorneys’ fees for Class Counsel’s
23 litigation and resolution of this Action not to exceed 1/3 of the Gross Settlement Amount, \$616,666.66
24 and Class Counsel’s expenses and costs reasonably incurred in connection with the Action of up to
25 \$10,000.

26 6. “Class Information” means information regarding FCRA Class Members and Wage
27 and Hour Class Members that Defendant shall in good faith compile from its records and shall be
28 authorized by the Court to transmit in a secured manner to the Settlement Administrator. Class

1 Information shall be transmitted in electronic form, readily usable, and shall include: each Class
2 Member’s full name; social security number; last known address; telephone number; and the number
3 of Workweeks worked during the Wage and Hour Class Period.

4 7. “Class Notice” means the Notice of Class Action Settlement, substantially in the form
5 attached as **Exhibit 1**, which shall be subject to Court approval and which the Settlement
6 Administrator shall mail to each Class Member to explain the terms of this Agreement and the
7 Settlement, and include the timing and manner in which to request exclusion from the Settlement, to
8 object to the Settlement, to dispute the information upon which their Individual Settlement Award will
9 be calculated, and will inform the Class of the date, place and time of the Final Approval hearing.

10 8. “Class Representative Service Award” means the amount that the Court authorizes to
11 be paid to Plaintiff, in addition to Plaintiff’s Individual Settlement Award, in recognition of Plaintiff’s
12 efforts and risks in assisting with the prosecution of the Action and in exchange for executing a general
13 release.

14 9. “Defendant” means Defendant Loomis Armored US, LLC and its present and former
15 parent companies, direct and indirect subsidiaries, related or affiliated companies, joint ventures,
16 partners, officers, employees, insurers attorneys, and any other successors, assigns, or representatives.

17 10. “Defense Counsel” means Rod Fliegel, Alison Hightower, JoAnna Brooks and Michael
18 Nelson from Littler Mendelson, P.C.

19 11. “Employer’s Share of Payroll Taxes” means Defendant’s portion of payroll taxes,
20 including, but not limited to FICA and FUTA, on the portion of the Individual Settlement Awards
21 which constitutes wages.

22 12. “Effective Date” of the settlement means the date of the latest of:

23
24 a. The Court has entered a Final Approval Order approving this settlement and the Court
has entered the Final Judgment;

25 b. 31 calendar days after the period for appeal has expired if no appeal, review or writ is
26 sought from Final Approval; or,

27 c. if an appeal, review or writ is sought from Final Approval or Judgment, 31 calendar
28 days after the petition has been denied or dismissed, or, if granted, Final Approval and final judgment

1 is affirmed in a form substantially identical to the form of the Final Approval Order entered by the
2 Court with no possibility of subsequent appeal or other judicial review therefrom, or the date the appeal
3 or other judicial review therefrom are fully dismissed with no possibility of subsequent appeal, writ
4 or other judicial review.

4 13. "FCRA Class" shall include and mean the following: All applicants for employment
5 in the United States for whom Defendant procured a background check report from April 19, 2013 to
6 and including July 9, 2019 ("FCRA Class Period"). Defendant represents that the FCRA Class
7 contains approximately 35,613 individuals. If the number of individuals in the FCRA Class is more
8 than 10% higher than this estimate (e.g., 39,174 individuals), Defendant will contribute funds to make
9 individual settlement payments to the FCRA Class Members for each additional FCRA Class Member
10 based upon the same pro rata share of the Net Settlement Amount allocated to the FCRA Class Fund.
11 The value of this pro rata share will be calculated pursuant to Paragraph 23(b) without including the
12 additional FCRA Class Members. Alternatively, at Defendant's option and at its sole discretion, the
13 end of the FCRA Class Period can be shortened so that the number of FCRA Class Members does not
14 exceed 39,174 individuals.

15 14. "FCRA Class Fund" means the portion of the Net Settlement allocated to the settlement
16 payments to the FCRA Class which shall be 74.3% of the Net Settlement Amount.

17 15. "Final Approval" means the date on which the Court enters an order granting final
18 approval of this class action settlement and entering judgment in accordance with this Agreement.

19 16. "Final Approval Hearing" means the hearing to be conducted by the Court after the
20 filing by Plaintiff of an appropriate motion for approval of the Settlement, following the appropriate
21 notice to Class Members giving Class Members an opportunity to object to the Settlement, at which
22 time Plaintiff shall request that the Court finally approve the fairness, reasonableness and adequacy of
23 the terms and conditions of the Settlement, enter the Final Order and Judgment, and take other
24 appropriate action.

25 17. "Final Order and Judgment" means the order and judgment to be entered by the Court
26 upon granting final approval of the Settlement and this Agreement as binding upon the Parties and
27 Class Members.
28

1 18. “Gross Settlement Amount” means the maximum amount Defendant shall have to pay
2 in connection with this Settlement, by way of a Qualified Settlement Fund, which shall be inclusive
3 of all Individual Settlement Awards to Participating Class Members, Class Counsel Award, Settlement
4 Administration Costs, the Class Representative Service Award, and the PAGA payment to the LWDA.
5 Subject to Court approval and the terms of this Agreement, the Gross Settlement Amount Defendant
6 shall be required to pay is One Million Eight Hundred Fifty Thousand Dollars (\$1,850,000.00). No
7 matter the circumstances, Defendant shall pay no more than the amount of the Gross Settlement
8 Amount, except that Defendant’s share of employer-side payroll taxes shall not be paid from the Gross
9 Settlement Amount and shall remain the sole responsibility of Defendant.

10 19. “Individual Settlement Award” means the amount payable from the Net Settlement
11 Amount to each Class Member for their combined payment(s) from the FCRA Class Fund and Wage
12 and Hour Class Fund, less payroll deductions on any portion of payment allocated as wages.

13 20. “LWDA” means the California Labor and Workforce Development Agency.

14 21. “Meal and Rest Period Subclass” means all individuals who worked for Defendant in
15 California as a non-exempt route service employee (all Defendant employees who work or worked in
16 armored vehicles to perform their job duties) who were subject to Defendant’s meal and rest period
17 policies at any time during period from January 30, 2018 through August 8, 2019 (the “Meal and Rest
18 Class Period”) who were allegedly denied meal and rest breaks.

19 22. “Meal and Rest Class Period” is from January 30, 2018 through August 8, 2019.
20 Plaintiff’s meal and rest period claims are limited to the time period January 30, 2018 forward due to
21 two prior settlements of the same claims in *Klein v. Loomis Armored US, LLC*, Superior Court for the
22 County of San Bernardino, Case No. 1708355 for the class period November 4, 2016 through January
23 29, 2018 and in *Reynaga et al. v. Loomis Armored US, LLC*, Superior Court for the County of Santa
24 Clara, Case No. Case No. 115-CIV-287016 for the class period October 19, 2011 through November
25 3, 2016.

26 23. “Net Settlement Amount” is the amount remaining after deducting from the Gross
27 Amount the Settlement Administration Costs, Class Counsel’s Award of Fees and Costs, the Class
28 Representative Service Award, and the PAGA payment to the LWDA. The payments for Settlement

1 Administration Expenses; Attorneys' Fees; Attorneys' Expenses; and Service Award shall be deducted
2 74.3% from the FCRA Class Fund and 25.7% from the amount allocated to the Wage and Hour Class
3 Fund. The PAGA Payment shall be deducted solely from the Wage and Hour Class Fund. The
4 settlement funds remaining after deductions from each fund shall be the Net Settlement Amount
5 distributed to the participating FCRA Class Members and Wage and Hour Class Members.

6 24. "Notice of Objection" means a Class Member's written objection to the Settlement.

7 25. "Notice Packet" means the Court-approved Class Notice attached as **Exhibit 1** and pre-
8 printed return envelope to be mailed to all members of the Class.

9 26. Off-the Clock Subclass - All individuals who worked for Defendant in California as a
10 non-exempt route service employee (all Defendant employees who work or worked in armored
11 vehicles to perform their job duties) from April 19, 2014 through August 8, 2019 (the "Off-the-Clock
12 Class Period") who were allegedly denied payment for all hours worked due to alleged off-the-clock
13 work, including payment of minimum wage and any overtime wages owed.

14 27. "Off-the-Clock Class Period" is April 19, 2014 through August 8, 2019.

15 28. "PAGA" means the Labor Code Private Attorneys General Act of 2004, California
16 Labor Code sections 2698, et seq.

17 29. "Parties" means Plaintiff and Defendant.

18 30. "Participating Class Members" means all FCRA Class Members and Wage and Hour
19 Class Members who do not submit a valid and timely request for exclusion on or before the Response
20 Deadline and who shall be bound by all terms of the Settlement, if the Settlement is approved by the
21 Court, and be issued their Individual Settlement Award.

22 31. "Plaintiff" means the named Plaintiff, Alicia Rosales.

23 32. "Preliminary Approval Order" means the order to be issued by the Court preliminarily
24 approving the Settlement, the Class Notice, and authorizing the mailing of the Notice Packet by the
25 Settlement Administrator, appointing Plaintiff as the Class Representative, Plaintiff's Counsel as Class
26 Counsel, and KCC, Inc., as the Settlement Administrator, and setting the date of the Final Approval
27 Hearing, among other things, substantially in the form attached as **Exhibit 2**.

1 33. “Released Parties” means Defendant Loomis Armored US, LLC, and all divisions,
2 related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers,
3 investors, successors and assigns, owners, officials, branches, partners, units, assigns, principals, heirs,
4 representatives, accountants, auditors, consultants, reinsurers, predecessors in interest, beneficiaries,
5 executors, members, privies, administrators, fiduciaries, and trustees and any individual or entity
6 which could be jointly liable with Loomis Armored US, LLC.

7 34. “Response Deadline” means the date sixty (60) days after the Settlement Administrator
8 mails the Notice Packets to Class Members and the last date on which Class Members may postmark
9 an objection to or opt out of the Settlement. To the extent any mailed Notice Packet is returned as
10 undeliverable, such person shall be permitted at least forty-five (45) days from any re-mailing of the
11 Notice Packet to submit their objection or request to opt out, but in no event later than thirty (30) days
12 after the close of the Response Deadline.

13 35. “Settlement Administrator” shall be KCC, Inc., or such other administrator agreed to
14 by the Parties, subject to Court approval.

15 36. “Settlement Administration Costs” means the reasonable costs and fees of
16 administration of the Settlement to be paid from the Gross Settlement Amount, including but not
17 limited to: (i) printing and mailing and re-mailing (if necessary) of Notice Packets to Class Members;
18 (ii) establishing a toll-free number for Class Member communications; (iii) establishing a post office
19 box for the return of Class Member communications; (iv) preparing and submitting to Class Members
20 and government entities all appropriate tax filings and forms; (v) computing the amount of and
21 distributing Individual Settlement Awards, the Class Representative Service Award, the Class Counsel
22 Award, and the PAGA payment to the LWDA; (vi) processing requests for exclusion and Notices of
23 Objection; (vii) establishing a Qualified Settlement Fund, as defined by the Internal Revenue Code;
24 (viii) in the event that the Action is not remanded to state court, printing and mailing compliant notices
25 to all attorneys general of every state where California and FCRA Class Members reside according to
26 Defendant’s records pursuant to the Class Action Fairness Act (CAFA); and (ix) calculating and
27 remitting to the appropriate government agencies all employer and employee payroll tax obligations
28 arising from the Settlement and preparing and submitting filings required by law in connection with

1 the payments required by the Settlement. The Settlement Administration Costs shall not exceed the
2 amount estimated by the administrator, who shall be decided by bid and approval by the Parties, to
3 administrate the Settlement of the class.

4 37. “Wage and Hour Class” means all individuals who worked for Defendant in California
5 as a non-exempt route service employee (all Defendant employees who work or worked in armored
6 vehicles to perform their job duties) at any time from April 19, 2014 through the date of mediation on
7 August 8, 2019, which includes both the Off-the-Clock Subclass and Meal and Rest Subclass as
8 defined herein. Defendant represents that the Wage and Hour Class contained approximately 1,700
9 individuals with approximately 110,000 workweeks from April 19, 2014 through June 2, 2019 based
10 on the data exchanged for purposes of mediation. If the number of workweeks in the Wage and Hour
11 Class as of the date of mediation on August 8, 2019 is more than 10% higher than the estimated
12 workweeks from April 19, 2014 through June 2, 2019, Defendant will contribute funds to make
13 individual settlement payments to the Wage and Hour Class Members for each additional workweek
14 above 121,000 workweeks based upon the value of a single workweek. The value of each workweek
15 will be calculated pursuant to Paragraph 23(a) without including the additional workweeks. For
16 example, should Defendant seek to include 50,000 workweeks in the Wage and Hour Class, and the
17 value of the workweek is calculated at \$10, then Defendant shall contribute up to an additional
18 \$100,000 to fund the Wage and Hour Class settlement ($50,000 - 40,000 = 10,000 \times \$10/\text{workweek} =$
19 \$100,000). Alternatively, at Defendant’s option and at its sole discretion, the end of the Wage and
20 Hour Class Period can be shortened so that the number of workweeks for the Wage and Hour Class
21 Members does not exceed 121,000 workweeks.

22 38. “Wage and Hour Class Fund” means the portion of the Net Settlement allocated to the
23 settlement payments to the Meal/Rest Class and Off-the-Clock Class which shall be 25.7% of the Net
24 Settlement Amount. Each Wage and Hour Class member’s pro rata share of the Wage and Hour
25 Class Fund will be calculated based on a point system. The Wage and Hour Class Members will
26 receive 2 points per workweek in the Off the Clock Subclass. Wage and Hour Class Members that
27 also fall within the Meal and Rest Period Subclass will get an extra point per workweek. Therefore,
28 Wage and Hour Class Member workweeks from April 19, 2014 through January 20, 2018 will be 2

1 points each, and Wage and Hour Class Member workweeks from January 21, 2018 through August 8,
2 2019 will be 3 points each.

3 39. “Wage and Hour Class Period” means April 19, 2014 through the date of mediation on
4 August 8, 2019

5 40. “Workweeks” are the weeks during the Meal and Rest Break Class Period and Off-the
6 Clock Class Period during which a Class Member worked at least one shift for Defendant in the state
7 of California.

8 RECITALS

9 41. Procedural History. On April 19, 2018, Plaintiff filed a Complaint in the Superior
10 Court for the County of Santa Clara County, Case No. 18CV326826 (the “Complaint”). On July 20,
11 2018, Plaintiff filed a First Amended Complaint (the “Action”). Defendant removed the Action to the
12 United States District Court on August 30, 2018. The claims currently pending in the Action include
13 the following: (1) failure to make proper disclosures, to obtain proper authorizations in violation of
14 the Fair Credit Reporting Act (FCRA) 15 U.S.C. § 1681b(b)(2), (2) failure to provide the required
15 summary of rights and certain disclosures regarding backgrounds checks in violation of the FCRA 15
16 U.S.C. §§ 1681d and 1681g(c), *et seq.* (3) failure to provide required meal periods in violation of
17 California Labor Code §§ 204, 223, 226.7, 512 and 1198; (4) failure to provide required rest periods
18 in violation of California Labor Code §§ 204, 223, 226.7, and 1198; (5) failure to pay minimum wages
19 and overtime wages in violation of California Labor Code §§ 510, 1194, 1197 & 1198, *et seq.* for
20 alleged off the clock work; (6) failure to provide accurate itemized wage statements in violation of
21 California Labor Code § 226; (7) failure to timely provide wages due in violation of California Labor
22 Code §§ 201, 202, and 203; (8) unfair competition in violation of California Business and Professions
23 Code §17200 *et seq.*; and (9) violation of the Private Attorney General Act (PAGA) in violation of
24 California Labor Code §2698 *et seq.*

25 42. Pursuant to the terms of settlement as set forth in this Agreement, the parties stipulate
26 to remand the Action to state court. A true and correct copy of the Stipulation for Remand is attached
27 as **Exhibit 3**.

1 43. Settlement Negotiations. On August 8, 2019, the Parties participated in a private
2 mediation session with Hunter Hughes III, a well-regarded and experienced wage and hour class action
3 mediator. As a result of the mediation the Parties, through counsel, reached and signed a memorandum
4 of understanding which outlined the material terms of a proposed class action settlement that would
5 fully resolve this Action in its entirety, subject to the Parties entering into a more comprehensive
6 written settlement agreement.

7 44. Benefits of Settlement to Plaintiff and the Class Members. Plaintiff and Class Counsel
8 recognize the expense and length of continued proceedings necessary to litigate Plaintiff's disputes in
9 the Action through trial and through any possible appeals. Plaintiff also has taken into account the
10 uncertainty and risks of the outcome of further litigation, and the difficulties and delays inherent in
11 such litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to
12 establish liability for the claims asserted in the Action, both generally and in response to Defendant's
13 defenses thereto, the difficulties in obtaining class certification, and the difficulties in establishing
14 damages, penalties, restitution and other relief sought in the Action. Plaintiff and Class Counsel also
15 have taken into account Defendant's agreement to enter into a settlement that confers substantial
16 benefits upon the Class Members. Based on the foregoing, Plaintiff and Class Counsel have
17 determined that the Settlement set forth in this Agreement is fair, adequate, and reasonable and is in
18 the best interests of all Class Members.

19 45. Defendant's Reasons for Settlement. Defendant recognizes that any further defense of
20 the Action would be protracted and expensive for all Parties. Substantial amounts of Defendant's
21 time, energy, and resources have been, and unless this Settlement is completed, shall continue to be,
22 devoted to the defense of the claims asserted by Plaintiff. Defendant has also taken into account the
23 risks of further litigation in reaching its decision to enter into this Settlement. Even though Defendant
24 contends it is not liable for any of the claims alleged by Plaintiff in the Action, Defendant has agreed,
25 nonetheless, to settle in the manner and upon the terms set forth in this Agreement and to put to rest
26 the claims alleged in this Action. Nothing contained in this Agreement, no documents referred to
27 herein, and no action taken to carry out this Agreement, shall be construed or used as an admission by
28

1 or against Defendant as to the merits or lack thereof of the claims asserted in the Action. Defendant
2 contends it has complied with all applicable state, federal and local laws.

3 46. The Parties stipulate to the conditional certification of the FCRA Class and Wage and
4 Hour Class for purposes of this Settlement only. This Agreement is contingent upon the Preliminary
5 and Final Approval and certification of the FCRA Class and Wage and Hour Class only for purposes
6 of this Settlement. Should this Settlement not become final, for whatever reason, the Parties'
7 stipulation to class certification as part of this Settlement shall become null and void ab initio, and the
8 fact that the Parties were willing to stipulate provisionally to class certification as part of this
9 Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of
10 whether a class should be certified in a non-settlement context in the Action, and shall not be
11 admissible for any purpose in any action. Nothing in this Agreement will be construed as an admission
12 or acknowledgement of any kind that any class should be certified in the Action or in any other action
13 or proceeding.

14 47. Defendant expressly reserves the right and declares that Defendant intends to oppose
15 class certification vigorously should this Settlement not be granted Final Approval or be modified or
16 reversed on appeal or otherwise not become final. If for any reason this Agreement does not become
17 effective, Defendant reserves the right to contest certification of any class for any reason. Defendant
18 does not concede the merits of Plaintiff's contentions regarding the suitability of the litigation for class
19 certification under the Federal Rules of Civil Procedure or California Code of Civil Procedure, but has
20 agreed to resolve the litigation through this Settlement in recognition of the expense and risk of
21 continuing with the litigation and in the belief that the settlement is fair, adequate and reasonable.
22 Therefore, in entering into this Agreement, it is the Parties' mutual intention and agreement that if for
23 any reason the Settlement Agreement does not become final, the conditional class certification will be
24 vacated, Plaintiff and Defendant will retain all rights to support or oppose certification for the purposes
25 of litigation, and any certification arising from the Court's Final Approval of this Settlement may not
26 be used by Plaintiff or Defendant in support of any argument for or against certification of any class.
27 Plaintiff will not be deemed to have waived, limited or affected in any way any claims, rights or
28 remedies in the Action, and Defendant will not be deemed to have waived, limited, or affected in any

1 way any of their claims, rights, remedies, objections or defenses in the Action. Neither the provisional
2 certification nor, if ultimately approved, the certification of the Class to consummate this Settlement
3 shall constitute a determination by the Court that a plaintiff class should be certified for purposes of
4 trial or for any other purpose in any action. Thus, if any appeal is successful, the Court’s certification
5 of the class for settlement purposes shall be deemed void nunc pro tunc.

6 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

7
8 **TERMS OF SETTLEMENT**

9 NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements set
10 forth herein, the Parties agree, subject to the Court’s approval, as follows:

11 48. Binding Settlement. This Settlement shall bind the Parties and all Class Members,
12 subject to the terms and conditions hereof and the Court’s approval.

13 49. Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the
14 Gross Settlement Amount that Defendant will pay under this Settlement is the total sum of One Million
15 Eight Hundred Fifty Thousand U.S. Dollars (\$1,850,000.00) for payment of all claims, including all
16 Individual Settlement Awards to Participating Class Members, Class Counsel Fees and Costs,
17 Settlement Administration Costs, the Class Representative Service Award, and the PAGA payment to
18 the LWDA. No matter the circumstances, Defendant shall pay no more than the amount of the Gross
19 Settlement Amount, except that Defendant’s share of employer-side payroll taxes shall not be paid
20 from the Gross Settlement Amount and shall remain the sole responsibility of Defendant. Defendant
21 reserves the right to void any settlement agreement where any court orders payment of an amount in
22 excess of the Gross Settlement Amount or otherwise enters any order that would or could require
23 Defendant to do so. Each class member shall be responsible for paying any taxes due on his or her
24 settlement. The Gross Settlement Amount shall be all-in with no reversion to Defendant

25 50. Claim Allocation - From the Gross Settlement Amount, seventy four point three percent
26 (74.3%) or One Million Three Hundred Seventy Five U.S. Dollars (\$1,375,000.00) shall be allocated
27 to the settlement with the FCRA Class and twenty five point seven percent (25.7%) or Four Hundred
28 Seventy Five Thousand U.S. Dollars (\$475,000.00) shall be allocated to the settlement with the Wage

1 and Hour Class. The payments for Settlement Administration Expenses; Attorneys' Fees; Attorneys'
2 Expenses; and Service Award shall be deducted 74.3% from the FCRA Class Fund and 25.7% from
3 the amount allocated to the Wage and Hour Class Fund. The PAGA Payment shall be deducted solely
4 from the Wage and Hour Class Fund. The settlement funds remaining after deductions from each fund
5 shall be the Net Settlement Amount distributed to the participating FCRA Class Members and Wage
6 and Hour Class Members.

7 51. Payments from the Gross Amount. Subject to the terms and conditions of this
8 Agreement, the Settlement Administrator will make the following payments to be deducted from the
9 Gross Settlement Amount as follows:

10 a. Class Representative Service Award. Subject to Court approval, Plaintiff shall be paid
11 a Class Representative Service Award not to exceed Ten Thousand Dollars (\$10,000.00), or any lesser
12 amount as awarded by the Court, for her time and effort in bringing and presenting the Action, risks
13 undertaken for the payment of costs in the event of loss, and for providing a general release of all
14 claims. Defendant shall not oppose or object to Plaintiff's request for a Class Representative Service
15 Award in an amount not to exceed Ten Thousand Dollars (\$10,000.00). The Class Representative
16 Service Award shall be paid to Plaintiff from the Gross Settlement Amount no later than fourteen (14)
17 days after Defendant provides the Settlement Administrator with the Gross Settlement Amount. The
18 Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for her Class Representative
19 Service Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on
20 his Class Representative Service Award. The Class Representative Service Award shall be made in
21 addition to Plaintiff's Individual Settlement Award. Any amount requested by Plaintiff for the Class
22 Representative Service Award and not awarded by the Court shall become part of the Net Settlement
23 Amount and made available for distribution to Participating Class Members, with 74.3% distributed
24 to the FCRA Class and 25.7% distributed to the Wage and Hour Class.

25 b. Class Counsel Award. Subject to Court approval, Class Counsel shall be entitled to
26 receive reasonable attorneys' fees in an amount not to exceed one-third percent (33 and 1/3%) of the
27 Gross Settlement Amount, which amounts to Six Hundred Sixteen Thousand Six Hundred Sixty Six
28 Dollars and Sixty Six Cents (\$616,666.66). In addition, subject to Court approval, Class Counsel

1 shall be entitled to an award of reasonable costs associated with Class Counsel's prosecution of the
2 Action which are properly documented in Class Counsel's billing statements, in an amount not to
3 exceed Ten Thousand Dollars (\$10,000.00). Class Counsel shall provide the Settlement Administrator
4 with a properly completed and signed IRS Form W-9 in order for the Settlement Administrator to
5 process the Class Counsel Award approved by the Court. Defendant shall not oppose or object to
6 Plaintiff's request for an award of attorneys' fees or litigation costs in the amounts referenced above.
7 In the event the Court awards Class Counsel less than one third of the Gross Settlement Amount in
8 attorneys' fees and/or less than Ten Thousand Dollars (\$10,000.00) in costs, the difference shall
9 become part of the Net Settlement Amount and made available for distribution to the Participating
10 Class Members, with 74.3% distributed to the FCRA Class and 25.7% distributed to the Wage and
11 Hour Class. Class Counsel shall be paid any Court-awarded attorneys' fees and costs no later than
12 fourteen (14) days after Defendant provides the Settlement Administrator with the Gross Settlement
13 Amount. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the Class
14 Counsel Award. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the
15 Class Counsel Award.

16 c. Settlement Administration Costs. The settlement administration fees and expenses,
17 which are estimated not to exceed Seventy Thousand Dollars (\$70,000.00), shall be paid from the
18 Gross Settlement Amount to KCC, Inc. Prior to Plaintiff filing a motion for final approval of this
19 Settlement, the Settlement Administrator shall provide the Parties with a declaration detailing services
20 it has rendered with respect to noticing the Class, and costs incurred and to be incurred in concluding
21 its responsibilities under the terms of this Agreement. The Parties agree to cooperate in the
22 Administration process and to make all reasonable efforts to control and minimize Settlement
23 Administration Costs.

24 i. The Parties each represent they do not have any financial interest in the Settlement
25 Administrator or otherwise have a relationship with the Settlement Administrator that could create
26 a conflict of interest.

27 ii. The Settlement Administrator shall keep the Parties timely apprised of the performance
28 of all Settlement Administrator responsibilities required by the Settlement, and to provide weekly

1 status reports regarding the mailing of the Notice Packet, returned as undeliverable Notice Packets,
2 and efforts to locate updated addresses and re mailing of such Notice Packets. The Settlement
3 Administrator shall be authorized to establish a Qualified Settlement Fund (“QSF”) pursuant to
4 IRS rules and regulations in which the Gross Settlement Amount shall be placed and from which
5 payments required by the Settlement shall be made.

6 d. Payment to the LWDA. Twenty-Five Thousand Dollars (\$25,000.00) from the Wage
7 and Hour Fund shall be paid by the Settlement Administrator directly to the LWDA for penalties under
8 PAGA, 75% of which shall be paid to the California Labor Workforce Development Agency
9 (“LWDA”), and the remaining 25% shall be paid to the Wage and Hour Class. The PAGA Payments
10 shall be made to all individuals in the Wage and Hour Class, with no right to opt-out of the PAGA
11 component of the settlement.

12 52. Payments from the Net Settlement Amount - Individual Settlement Awards. Individual
13 Settlement Awards shall be paid by the Settlement Administrator to the Participating Class Members
14 from the Net Settlement Amount; 74.3% to be allocated to the FCRA Class Fund and 25.7% to be
15 allocated to the Wage and Hour Class Fund as follows:

16 a. The FCRA Class shall be eligible to receive a pro-rata share of the Net
17 Settlement Amount allocated to the FCRA Class Fund in relation to the aggregate number of FCRA
18 Class Members. The pro-rata share shall be calculated by dividing the Net Settlement Amount
19 allocated to the FCRA Class Fund by the number of FCRA Class members.

20 b. The Wage and Hour Class shall be eligible to receive a pro rata distribution of
21 the Net Settlement Amount allocated to the Wage and Hour Class Fund based on the total number of
22 Workweeks worked by each Wage and Hour Class Member in relation to the aggregate number of
23 Workweeks worked by members of the Wage and Hour Class. Each Wage and Hour Class member’s
24 pro rata share of the Wage and Hour Class Fund will be calculated based on a point system. The Wage
25 and Hour Class Members will receive 2 points per workweek in the Off the Clock Subclass. Wage and
26 Hour Class Members that also fall within the Meal and Rest Period Subclass will get an extra point
27 per workweek. Therefore, Wage and Hour Class Member workweeks from April 19 2014 through
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1 January 20, 2018 will be 2 points each, and Wage and Hour Class Member workweeks from January
2 21, 2018 through August 8, 2019 will be 3 points each.

3 c. Defendant's Workweeks will be presumed to be correct, unless a Class Member
4 proves otherwise by credible documentary evidence. With the assistance of the Parties, all Workweek
5 disputes will be resolved and decided by the Settlement Administrator. The Settlement Administrator
6 shall determine the eligibility for, and the amounts of, each Individual Settlement Award under the
7 terms of this Agreement. The Settlement Administrator's determination of the eligibility for and
8 amount of each Individual Settlement Award shall be binding upon the Class Member and the Parties,
9 yet subject to review by Class Counsel, Defense Counsel and the Court

10 d. Individual Settlement Award payments shall be made by check and made
11 payable to each Participating Class Member as set forth in this Agreement.

12 e. Individual Settlement Awards to Participating FCRA Class Members shall not
13 be subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form 1099
14 to each Participating Class Member for the portion of each Individual Settlement Award payment
15 allocated to FCRA payments.

16 f. Individual Settlement Awards to Participating Wage and Hour Class Members
17 shall be characterized as 1/3 wages subject to all applicable tax withholdings, and 2/3 penalties and
18 interest not subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS
19 Form W-2 to each Class Member for the portion of each Individual Settlement Award payment
20 allocated as wages and subject to all applicable tax withholdings. The Settlement Administrator shall
21 issue an IRS Form 1099 to each Participating Class Member for the portion of each Individual
22 Settlement Award payment allocated to payments of non-wage penalties and interest and not subject
23 to payroll tax withholdings.

24 g. Distribution of Individual Settlement Awards. The Individual Settlement
25 Awards shall be mailed by the Settlement Administrator by regular First Class U.S. Mail to each
26 Participating Class Member's last known mailing address within fourteen (14) days after Defendant
27 provides the Settlement Administrator with the Gross Settlement Amount. Prior to mailing the
28 Individual Settlement Awards, the Settlement Administrator shall perform another skip-trace on

1 Notice Packets returned as undelivered to update and correct any known or identifiable address
2 changes.

3 h. Individual Settlement Award checks shall remain negotiable for One Hundred
4 Eighty (180) days from the date of mailing. A postcard reminding Participating Class Members to
5 negotiate or cash their Individual Settlement Award checks before the void date will be mailed by the
6 Settlement Administrator sixty (60) days after issuance of the Individual Settlement Award payments
7 to those Participating Class Members who have not negotiated their checks by that time. If an
8 Individual Settlement Award check remains uncashed after One Hundred Eighty (180) days from
9 issuance, the Settlement Administrator shall void any such uncashed checks. Thereafter, any uncashed
10 checks shall be distributed to Bay Area Legal Aid.

11 53. Settlement Administration.

12 a. CAFA Notice. Within 10 days of Class Counsel's filing the Motion for
13 Preliminary Approval, and only in the event that the Action is not remanded to state court, the
14 Settlement Administrator shall send out notice to all attorneys general of every state where California
15 and FCRA Class Members reside according to Defendant's records pursuant to the Class Action
16 Fairness Act.

17 b. Class Information. Within fifteen (15) days of entry of the Preliminary
18 Approval Order, Defendant shall provide the Settlement Administrator with the Class Information for
19 purposes of mailing the Notice Packets to FCRA Class Members and Wage and Hour Class Members.
20 The Class Information shall be considered confidential, shall not be disclosed to anyone other than
21 Defense Counsel and the Settlement Administrator, and shall be returned to Defense Counsel at the
22 conclusion of the matter. Specifically, the Settlement Administrator shall not provide the Class
23 Information to Plaintiff's counsel.

24 c. Notice by First Class U.S. Mail. Upon receipt of the Class Information, the
25 Settlement Administrator shall perform a search based on the National Change of Address Database
26 maintained by the United States Postal Service to update and correct any known or identifiable address
27 changes. Within ten (10) business days after receiving the Class Information from Defendant as
28 provided herein, the Settlement Administrator shall mail copies of the Notice Packet to all Class

1 Members via regular First Class U.S. Mail. The Settlement Administrator shall exercise its best
2 judgment to determine the current mailing address for each Class Member. The address identified by
3 the Settlement Administrator as the current mailing address shall be presumed to be the most current
4 mailing address for each Class Member. The Parties agree that this procedure for notice provides the
5 best notice practicable to Class Members and fully complies with due process.

6 d. Undeliverable Notice Packets. Any Notice Packet returned to the Settlement
7 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the
8 forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator
9 shall promptly attempt to determine a correct address by the use of skip-tracing, or other type of
10 automated search, using the name, address and/or Social Security number of the Class Member
11 involved, and shall then perform a re-mailing to the Class Member whose Notice Packet was returned
12 as non-delivered, assuming another mailing address is identified by the Settlement Administrator. If
13 a returned Notice Packet is associated with a currently employed Class Member, the Settlement
14 Administrator will notify Defendant, who will in turn obtain an updated and current address for such
15 Class Members and provide to the Administrator for remailing of the Notice Packets. Class Members
16 who are sent a re-mailed Notice Packet shall have their Response Deadline extended by 45 days from
17 any remailing of the Notice Packet, but in no event later than 30 days after the close of the Response
18 Deadline. If these procedures are followed, notice to Class Members shall be deemed to have been
19 fully satisfied, and if the intended recipient of the Notice Packet does not receive the Notice Packet,
20 the intended recipient shall nevertheless remain a Class Member and shall be bound by all terms of
21 the Settlement and the Final Order and Judgment.

22 e. Exclusion. The Class Notice shall provide that Class Members who wish to
23 exclude themselves from either the FCRA Class or Wage and Hour Class, must submit a written
24 request to be excluded on or before the Response Deadline. Such request for exclusion: (1) must
25 contain the full name, address, telephone number and the last four digits of the Social Security number
26 of the person requesting exclusion; and (2) must be must be postmarked by the Response Deadline
27 and returned by mail to the Settlement Administrator at the specified address as directed by the Class
28 Notice. Subject to review by Class Counsel, Defense Counsel and the Court, the date of the postmark

1 on the return mailing envelope shall be the exclusive means used by the Settlement Administrator to
2 determine whether a request for exclusion has been timely submitted. Any Class Member who timely
3 requests exclusion will not be entitled to submit objections to the Settlement, will not be entitled to
4 any recovery under the Settlement, and will not be bound by the Settlement or have any right to object,
5 appeal or comment thereon. All Class Members who do not submit a valid and timely request for
6 exclusion on or before the Response Deadline shall be Participating Class Members and shall be bound
7 by all terms of the Settlement, if the Settlement is approved by the Court. No later than fourteen (14)
8 calendar days before the Final Approval Hearing the Claims Administrator shall provide counsel for
9 the Parties with a complete list of all Class Members who have timely requested exclusion from the
10 Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage
11 Class Members to submit requests for exclusion from the Settlement.

12 f. Objections. The Class Notice shall state that Class Members who wish to object
13 to the Settlement shall submit to the Settlement Administrator a Notice of Objection by the Response
14 Deadline. The Notice of Objection must (1) state the full name, address and telephone number of the
15 Class Member; (2) be signed by the Class Member; (3) state the grounds for the objection; (4) enclose
16 any supporting information and/or documentation, and (5) must be postmarked by the Response
17 Deadline and returned to the Settlement Administrator at the specified address as directed by the Class
18 Notice. Subject to review by Class Counsel, Defense Counsel and the Court, the date of the postmark
19 on the return mailing envelope shall be the exclusive means used by the Settlement Administrator to
20 determine whether a Class Member has timely objected to the Settlement. Class Members who fail to
21 timely object in the manner specified herein and the Class Notice shall be deemed to have waived any
22 objections to the Settlement. At no time shall any of the Parties, Class Counsel or Defense Counsel
23 seek to solicit or otherwise encourage or discourage Class Members from submitting a Notice of
24 Objection, opting out of the Settlement, or filing an appeal from the Final Approval Order and
25 Judgment.

26 g. Written Report Prior to Final Approval. Prior to the Final Approval Hearing,
27 the Settlement Administrator shall provide a written report or declaration to the Parties describing the
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1 process and results of the administration of the Settlement to date, which report or declaration shall be
2 filed by Plaintiff with the Court prior to the Final Approval Hearing.

3 h. Final Report by Settlement Administrator to Court After Disbursement of Gross
4 Settlement Amount. Within ten (10) days after final disbursement of all funds from the Gross
5 Settlement Amount, the Settlement Administrator will serve on the Parties and file with the Court a
6 declaration providing a final report on the disbursements of all funds from the Gross Settlement
7 Amount.

8 i. Monitoring and Reviewing Settlement Administration. The Parties have the
9 right to monitor and review the administration of the Settlement to verify that the monies allocated
10 under the Settlement are distributed in a correct amount, as provided for in this Agreement.

11 j. Best Efforts. The Parties agree to use their best efforts to carry out the terms of
12 this Settlement.

13 k. Disputes Regarding Administration of Settlement. Any dispute not resolved by
14 the Settlement Administrator concerning the administration of the Settlement shall be resolved by the
15 Court. Prior to any such involvement of the Court, counsel for the Parties shall confer in good faith
16 and make use of the services of a mediator, if necessary, to resolve the dispute without the necessity
17 of involving the Court.

18 54. Final Settlement Approval Hearing and Entry of Final Order and Judgment. Upon
19 expiration of the Response Deadline, a Final Approval Hearing shall be conducted to determine
20 whether to grant final approval of the Settlement, including determining the amounts properly payable
21 for: (i) Individual Settlement Awards made to the Participating Class Members; (ii) the Class Counsel
22 Award; (iii) the Class Representative Service Award; (iv) Settlement Administration Costs; and (v)
23 the PAGA payment to the LWDA. Upon approval, the Court shall enter a Final Approval Order and
24 Judgment.

25 55. Funding and Allocation of Gross Settlement Amount. Class Members shall not be
26 required to submit a claim form in order to receive a share of the Net Settlement Amount, and no
27 portion of the Gross Settlement Amount shall revert to Defendant or result in an unpaid residue.
28 Defendant shall fund the Gross Settlement Amount within fifteen (15) days after the Effective Date of

1 the Settlement by wire transfer and as agreed upon with the Settlement Administrator. If this
2 Settlement is not finally approved by the Court in full, or is terminated, rescinded, canceled or fails to
3 become effective for any reason, then no portion of the Gross Settlement Amount shall be paid by
4 Defendant.

5 56. Release by Plaintiff and Participating Class Members. Upon entry of Final Approval
6 Order and Judgment, Plaintiff and all other Participating Class Members in the FCRA Class and the
7 Wage and Hour Class shall be deemed to have released their respective Released Claims against the
8 Released Parties as follows:

9 a. Release of Claims FCRA Class. Upon entry of Final Approval Order and Judgment,
10 the Participating FCRA Class Members shall release Defendant to the fullest extent permitted by law
11 from all federal, state and local claims, causes of action, demands, and obligations of any kind in law
12 or equity, whether known or unknown, suspected or unsuspected, that were either asserted in the
13 Action or that could reasonably arise from facts alleged in the Action, relating in any way to, or arising
14 out of, background checks, motor vehicle reports, reference checks, investigations, and/or consumer
15 reports or investigative consumer reports (“reports) of any kind, including but not limited to claims
16 arising under the Fair Credit Reporting Act, the California Consumer Reporting Agencies Act, the
17 California Investigative Consumer Reporting Agencies Act, California Business and Professions Code
18 section 17200, *et seq.*, and like federal, state and local laws, including but not limited to all statutory,
19 compensatory, actual and punitive damages, restitution, declaratory, injunctive and equitable relief,
20 and attorneys’ fees and expenses, arising from or related to reports ordered through and including July
21 9, 2019.

22 b. Release of Claims Wage and Hour Class. Upon entry of Final Approval Order and
23 Judgment, the Wage and Hour Participating Class Members shall release Defendant and the Released
24 Parties of all claims, rights, demands, liabilities and causes of action of every nature and description,
25 whether known or unknown, that were or could have been pled based on the factual allegations in the
26 Complaint or First Amended Complaint which occurred or arose during the Wage and Hour Class
27 Period (as applicable under each Subclass), including without limitation claims for (1) failure to
28 provide meal periods pursuant to California Labor Code sections 204, 223, 226.7, 512, and 1198; (2)

1 failure to provide rest periods pursuant to California Labor Code sections 204, 223, 226.7, 1198; (3)
2 failure to pay hourly wages including overtime and minimum wages pursuant to California Labor
3 Code sections 223, 510, 1194, 1194.2, 1197, 1997.1; (4) failure to provide accurate written wage
4 statements pursuant to California Labor Code section 226(a); (5) failure to timely pay all final wages
5 pursuant to California Labor Code sections 201, 202, 203; (6) incorporated or related claims asserted
6 through California Business and Professions Code § 17200; (7) all civil and statutory penalties arising
7 from the released claims pursuant to California Labor Code sections 201, 202, 203, 204, 223, 226(a),
8 226.7, 227.3, 510, 512, 1194, 1197, 1198, incorporated or related claims asserted through PAGA
9 (Labor Code sections 2698 *et seq.*), and any other claims derived from or based upon or related to or
10 arising out of the factual predicate of the Complaint. This Release includes all statutory, constitutional,
11 contractual, equitable, or common law claims for all statutory and civil penalties, wages,
12 compensatory, punitive and liquidated damages, interest, attorneys' fees and expenses, declaratory,
13 injunctive, restitution and other equitable relief under federal and California law that arose during the
14 Wage and Hour Class Period based on the facts alleged in the Complaint and First Amended
15 Complaint, including the California Labor Code, the Wage Orders of the California Industrial Welfare
16 Commission, California Business & Professions Code § 17200 *et seq.*, the Fair Labor Standards Act
17 of 1938, as amended, and expressly excluding claims for wrongful termination, unemployment
18 insurance, disability, social security, and workers' compensation, and claims outside of the Wage and
19 Hour Class Period.

20 c. Plaintiff's Release of Claims. Upon entry of Final Approval Order and Judgment, in
21 addition to the releases specified in Section 56 (a) and (b) above, Plaintiff makes the additional
22 following general release of any and all claims, known or unknown, suspected or unsuspected, that
23 she had, now has, or may hereafter claim to have against Defendant and Released Parties. Plaintiff
24 hereby fully and finally releases Released Parties including Defendant, from any and all claims,
25 complaints, liens, demands, rights, liabilities, debts, obligations, guarantees, costs, expenses,
26 attorneys' fees, penalties, interest, damages (including but not limited to actual damages, statutory
27 damages, or punitive damages), restitution, injunctive relief, declaratory relief, remedies and causes
28 of action of every type, nature and description whatsoever, known or unknown, suspected or

1 unsuspected, asserted or that might have been asserted, which she had, now has, or may hereafter
2 claim to have against Defendant or any of the Released Parties for claims that occurred prior to the
3 date of the Effective Date of this Agreement arising out of or relating to each Plaintiff’s employment
4 with Defendant, and/or any other occurrence taking place on or before the Effective Date of this
5 Agreement. Without limiting the generality of the foregoing, each Plaintiff expressly releases all
6 claims or rights that exist at the time of the execution of this Agreement arising out of alleged
7 violations of any contracts, express or implied (including but not limited to any contract of
8 employment); any contract or covenant of good faith or fair dealing (express or implied); any tort,
9 including, without limitation, negligence, fraud, misrepresentation under California Labor Code § 970,
10 negligent infliction of emotional distress, intentional infliction of emotional distress, slander and
11 defamation; wrongful or constructive termination; any “retaliation” claims; any claims relating to any
12 breach of public policy; any legal restrictions on Defendant’s right to discharge employees or refuse
13 to hire applicants; and any federal, state, or other governmental statute, regulation, order or ordinance,
14 including, without limitation: (1) Title VII of the Civil Rights Act of 1964 (race, color, religion, sex,
15 and national origin discrimination or harassment, including retaliation for reporting discrimination or
16 harassment); (2) 42 U.S.C. § 1981 (discrimination); (3) sections 503 and 504 of the Rehabilitation Act
17 of 1973 (handicap discrimination); (4) Equal Pay Act, 29 U.S.C. § 209(4)(1) (equal pay); (5)
18 Americans with Disabilities Act, 42 U.S.C. § 12100 et seq. (disability discrimination); (6) California
19 Fair Employment and Housing Act, Cal. Gov’t Code § 12900 et seq. (discrimination or harassment in
20 employment and/or housing, including discrimination or harassment based on race, religious creed,
21 color, national origin, ancestry, disability, marital status, sex (including pregnancy), sexual orientation,
22 or age, including, without limitation, retaliation for reporting discrimination or harassment); (8)
23 California Family Rights Act, Cal. Gov’t Code § 12945.1 et seq. (family/medical leave); (9) California
24 Labor Code, including but not limited to California Labor Code § 2698 et seq. (PAGA), or any
25 Industrial Welfare Commission Wage Order; (10) the Fair Labor Standards Act, 29 U.S.C. § 201 et
26 seq.; (11) Executive Order 11246 (race, color, religion, sex, and national origin discrimination or
27 harassment); (12) Executive Order 11141 (age discrimination); (13) California Business and
28 Professions Code Section 17200, et. seq., and (14) Employee Retirement Income Security Act, 29

1 U.S.C. § 1000 et seq. (employee benefits). This release includes all claims released by the Wage and
2 Hour and FCRA Class members, including but not limited to any claims under state or federal law for
3 minimum wage, overtime, premium pay, commissions, bonuses, expense reimbursement, claims for
4 vacation, sick pay or leave, , and all known and unknown claims to the fullest extent permissible by
5 law (including a waiver of any and all rights and benefits conferred by Cal. Civ. Code § 1542 and any
6 similar provision under any other law).

7 d. Plaintiff’s Waiver of Rights Under California Civil Code Section 1542. As partial
8 consideration for the Class Representative Service Payment, Plaintiff’s Released Claims shall include
9 all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiff discovers
10 facts and/or claims in addition to or different from those that they now know or believe to be true with
11 respect to the subject matter of Plaintiff’s Released Claims, those claims will remain released and
12 forever barred. Therefore, with respect to Plaintiff’s Released Claims, Plaintiff expressly waives and
13 relinquishes all of the provisions and all of their rights and benefits under the provisions of section
14 1542 of the California Civil Code, which reads:

15 **A general release does not extend to claims that the creditor or releasing party does not**
16 **know or suspect to exist in his or her favor at the time of executing the release, and that, if known**
17 **by him or her would have materially affected his or her settlement with the debtor or released**
18 **party.**

19 Notwithstanding the foregoing, the parties acknowledge that Plaintiff is pursuing a separate
20 individual lawsuit pending in the Superior Court for the County of Santa Clara County, entitled *Alicia*
21 *Rosales v. Loomis Armored US, LLC*, Case No. 18 CV326826, and the parties agree to simultaneously
22 execute a separate settlement agreement in connection with the dismissal of the individual lawsuit that
23 includes a general release of claims and a waiver of any and all rights and benefits conferred by Cal.
24 Civ. Code § 1542.

25 e. Class Counsel. Upon entry of Final Approval and Order of Judgment and except as
26 otherwise provided by this Agreement, Class Counsel and any counsel associated with Class Counsel
27 waive any claim to costs, attorneys’ fees and expenses against Defendant arising from or related to the
28 Action

1 57. No Effect on Benefits. The Individual Settlement Payments will not result in any
2 additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to
3 Plaintiff or Participating Class Members, and Plaintiff and Participating Class Members will be
4 deemed to have waived all such claims, whether known or unknown by them, as part of their release
5 of claims under this Agreement. Specifically, the Parties agree and understand that none of the
6 amounts paid under this Agreement to Plaintiff and the Participating Class Members constitute
7 compensation under any “Employee Benefit Plan” as defined by section 3(3) of ERISA; Participating
8 Class Members waive any and all claims for additional contributions to, and/or benefits under, any
9 Employee Benefit Plan maintained or sponsored by Defendant based on any amount paid under this
10 Agreement; and they release any claim for employee benefits, including any and all claims arising
11 under ERISA, arising out of, or related to, the amounts paid under this Agreement.

12 58. Tax Liability. The Parties make no representations as to the tax treatment or legal effect
13 of the payments specified herein, and Class Members are not relying on any statement or
14 representation by the Parties, Class Counsel or Defense Counsel in this regard. Class Members,
15 Plaintiff and Class Counsel understand and agree that they shall be responsible for the payment of all
16 taxes and penalties assessed on the payments specified herein, and shall hold the Defendant and
17 Defense Counsel free and harmless from and against any claims resulting from treatment of such
18 payments as non-taxable, including the treatment of such payments as not subject to withholding or
19 deduction for payroll and employment taxes.

20 59. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no provision of
21 this Agreement, and no written communication or disclosure between or among the Parties, Class
22 Counsel or Defense Counsel and other advisers, is or was intended to be, nor shall any such
23 communication or disclosure constitute or be construed or be relied upon as, tax advice within the
24 meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the
25 acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax
26 counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into
27 this Agreement based upon the recommendation of any other party or any attorney or advisor to any
28 other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or

1 adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party;
2 and (3) no attorney or adviser to any other party has imposed any limitation that protects the
3 confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation
4 is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of
5 any transaction, including any transaction contemplated by this Agreement.

6 60. Prior Settlements. Any non-exempt hourly route service employee who worked in an
7 armored vehicle who previously entered into an individual written settlement agreement with
8 Defendant to release the same claims alleged in the Action, including but not limited to any prior
9 settlement of an agency proceeding or civil matter, or any settlement or severance agreement
10 containing a general release of claims, shall be excluded as Class Members and shall have no right to
11 participate in the Settlement. Notwithstanding the foregoing, this provision does not exclude
12 individuals as Class Members who merely participated in the settlement of the *Reynaga et al. v. Loomis*
13 *US, LLC* and *Klein v. Loomis US, LLC* class actions, or any other prior class action matter, to the
14 extent that the present settlement does not overlap with prior settlements.

15 61. No Admission by Defendant. Defendant denies all claims alleged in this Action and
16 denies all wrongdoing whatsoever. Neither this Agreement, nor any of its terms and conditions, nor
17 any of the negotiations connected with it, are concessions or admissions, and none shall be used against
18 Defendant as admissions or indications with respect to any claim of any fault, concession, or omission
19 by Defendant. The Parties further agree that this Agreement will not be admissible in this or any other
20 proceeding as evidence that Defendant or the Released Parties are liable to Plaintiff or any Class
21 Member, other than according to the terms of this Agreement.

22 62. Publicity and Confidentiality.

23 a. Communication by Counsel. Plaintiff's counsel agrees that it will not solicit Class
24 Members to participate in this settlement or opt out of this settlement, and further agrees that it will
25 not initiate or contact or have any communications with the Class Members during the settlement
26 approval process. Nothing will prevent Plaintiff's counsel from responding to inquiries from Class
27 Members. For its part, Defendant agrees that it shall not discourage Class Members from participating
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1 in the settlement and shall refer any questions to the Settlement Administrator. Plaintiff’s counsel is
2 allowed to post publicly-filed documents on Plaintiff’s counsel’s website.

3 b. No Media. No public comment, communications to media, or any form of advertising
4 or public announcement (including social media) regarding the case shall be made by the parties and
5 their counsel. In response to any inquiries, the parties and their respective counsel shall simply state
6 that the matter has been resolved.

7 c. Confidentiality. Prior to filing of the motion for approval, Class Counsel shall not
8 discuss the terms of the Settlement or negotiations leading to Settlement with any person other than
9 the named Plaintiff.

10 d. Certification. Class Counsel certify to Defendant and the Court under penalty of
11 perjury that they presently do not represent and are not soliciting any individuals for the purpose of
12 pursuing an individual, class, representative or mass action against Defendant. The Court will retain
13 jurisdiction to enforce this provision as appropriate.

14 63. Preliminary Approval of Settlement. Plaintiff shall draft and file a motion for
15 preliminary approval, asking the Court to enter the Preliminary Approval Order (**Exhibit 2**). The
16 Parties agree to work diligently and cooperatively to have this Settlement presented to the Court for
17 preliminary approval. The Preliminary Approval Order shall provide for, among other things, the
18 Notice Packet to be sent to Class Members as specified herein.

19 64. Exhibits and Headings. The terms of this Agreement include the terms set forth in any
20 attached Exhibits, which are incorporated by this reference as though fully set forth herein. The
21 Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any
22 paragraphs or sections of this Agreement are inserted for convenience of reference only.

23 65. Interim Stay of Action. The Parties agree to stay and to request that the Court stay all
24 proceedings in the Action, except such proceedings necessary to implement and complete the
25 Settlement and enter the Final Order and Judgment.

26 66. Amendment or Modification. This Agreement may be amended or modified only by a
27 written instrument signed by the Parties and their respective counsel or their successors-in-interest.
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1 67. Entire Agreement. This Agreement and any attached Exhibits constitute the entire
2 agreement between the Parties, and no oral or written representations, warranties, or inducements have
3 been made to Plaintiff or Defendant concerning this Agreement or its Exhibits other than the
4 representations, warranties, and covenants contained and memorialized in this Agreement and its
5 Exhibits. No other prior or contemporaneous written or oral agreements may be deemed binding on
6 the Parties.

7 68. Authorization to Enter Into Settlement Agreement. Class Counsel and Defense
8 Counsel warrant and represent they are expressly authorized by the Parties whom they represent to
9 negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such
10 Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required
11 to effectuate the terms of this Agreement. The Parties, Class Counsel and Defense Counsel shall
12 cooperate with each other and use their best efforts to effect the implementation of the Settlement. In
13 the event the Parties are unable to reach agreement on the form or content of any document needed to
14 implement the Settlement, or on any supplemental provisions that may become necessary to effectuate
15 the terms of this Settlement, the Parties may seek the assistance of the Court and/or a mediator to
16 resolve such disagreement. The person signing this Agreement on behalf of Defendant represents and
17 warrants that he/she is authorized to sign this Agreement on behalf of Defendant. Plaintiff represents
18 and warrants that he is authorized to sign this Agreement and that he has not assigned any claim, or
19 part of a claim, covered by this Settlement to a third-party. The Parties have cooperated in the drafting
20 and preparation of this Agreement. Hence, in any construction made of this Agreement, the same shall
21 not be construed against any of the Parties.

22 69. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
23 to the benefit of, the successors and assigns of the Parties.

24 70. California Law Governs. All terms of this Agreement and the Exhibits hereto shall be
25 governed by and interpreted according to the laws of the State of California, without giving effect to
26 any law that would cause the laws of any jurisdiction other than the State of California to be applied.

27 71. Counterparts. This Agreement may be executed in one or more counterparts. All
28 executed counterparts and each of them shall be deemed to be one and the same instrument.

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72. This Settlement is Fair, Adequate and Reasonable. Plaintiff and Class Counsel represent that this Settlement is a fair, adequate, and reasonable settlement of the Action and the Parties have arrived at this Settlement after extensive arm’s-length negotiations facilitated by an experienced and well-regarded mediator, taking into account all relevant factors, present and potential.

73. Jurisdiction of the Court. Following entry of the Final Order and Judgment, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties, Class Counsel and Defense Counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

74. Invalidity of Any Provision. Before declaring any term or provision of this Agreement invalid, the Parties request that the Court first attempt to construe the terms or provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement as valid and enforceable.

75. Binding Nature of Notice of Class Action Settlement. It is agreed that because the Class Members are so numerous, it is impossible or impractical to have each Class Member execute the Agreement. The Class Notice shall advise all Class Members of the binding nature of the Settlement and the release of Released Claims, and shall have the same force and effect as if this Agreement were executed by each Class Member, unless the Class Member timely returns a request for exclusion from the Settlement.

76. EXECUTION BY PARTIES AND COUNSEL.

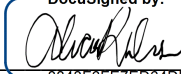
The Parties and their counsel hereby execute this Agreement.

[SIGNATURES CONTINUED ON NEXT PAGE]

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I HAVE READ THE FOREGOING AGREEMENT. I ACCEPT AND AGREE TO THE PROVISIONS IT CONTAINS, AND HEREBY EXECUTE IT VOLUNTARILY WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.

Dated: 8/12, 2020

DocuSigned by:

8843F6FE7ED64DD
PLAINTIFF ALICIA ROSALES

Dated: _____, 2020


DEFENDANT LOOMIS ARMORED US, LLC

By: _____


Its: _____

Approved as to form and content:

Dated: 8/14, 2020

DocuSigned by:

BECC8856CF9741C
SHAUN SETAREH
THOMAS SEGAL
FARRAH GRANT
SETAREH LAW GROUP
Attorneys for Plaintiff
ALICIA ROSALES

Dated: August 5, 2020


ROD M. FLIEGEL
ALISON HIGHTOWER
JOANNA L. BROOKSMICHAEL NELSON
LITTLER MENDELSON, P.C.
Attorneys for Defendant
LOOMIS ARMORED US, LLC

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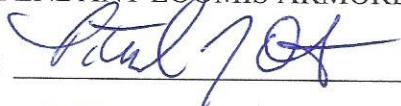
I HAVE READ THE FOREGOING AGREEMENT. I ACCEPT AND AGREE TO THE PROVISIONS IT CONTAINS, AND HEREBY EXECUTE IT VOLUNTARILY WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.

Dated: _____, 2020

PLAINTIFF ALICIA ROSALES

Dated: AUG 7, 2020

DEFENDANT LOOMIS ARMORED US, LLC

By: 

Its: CFO

Approved as to form and content:

Dated: _____, 2020

SHAUN SETAREH
THOMAS SEGAL
FARRAH GRANT
SETAREH LAW GROUP
Attorneys for Plaintiff
ALICIA ROSALES

Dated: August 5, 2020



ROD M. FLIEGEL
ALISON HIGHTOWER
JOANNA L. BROOKSMICHAEL NELSON
LITTLER MENDELSON, P.C.
Attorneys for Defendant
LOOMIS ARMORED US, LLC

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Re Alicia Rosales v. Loomis Armored US, LLC
United States District Court Northern District of CA, Case No. 5:18-CV-05354-EJD

PLEASE READ THIS ENTIRE NOTICE CAREFULLY. IT MAY AFFECT YOUR LEGAL RIGHT TO A MONETARY SETTLEMENT RELATED TO YOUR APPLICATION AND/OR EMPLOYMENT WITH LOOMIS ARMORED US, LLC (“DEFENDANT”) DURING THE TIME FRAME SPECIFIED BELOW. THIS IS A COURT-ORDERED NOTICE. IT IS NOT FROM A LAWYER AND YOU ARE NOT BEING SUED.

DEFENDANT’S RECORDS SHOW THAT YOU WERE EMPLOYED FOR A TOTAL OF [INSERT INDIVIDUAL # OF WORKWEEKS] WEEKS FOR THE MEAL AND REST BREAK CLASS PERIOD AND FOR A TOTAL OF [INSERT INDIVIDUAL # OF WORKWEEKS] WEEKS FOR THE OFF-THE-CLOCK CLASS PERIOD DURING THE RELEVANT TIME PERIOD, AND THAT YOU ARE ELIGIBLE FOR A PAYMENT FROM A CLASS ACTION SETTLEMENT. *[This paragraph will only be included if the individual is a member of the Wage and Hour class.]*

BASED UPON THE NUMBER OF WORKWEEKS THAT YOU WORKED FOR DEFENDANT IN CALIFORNIA BETWEEN DURING THE TIME FRAME SPECIFIED BELOW, IT IS ESTIMATED THAT YOUR PAYMENT UNDER THIS SETTLEMENT FROM THE WAGE AND HOUR CLASS FUND WILL BE \$[INSERT INDIVIDUAL DOLLAR AMOUNT] PRIOR TO ANY APPLICABLE TAXES AND DEDUCTIONS. *[How much they get in the Wage and Hour class will be printed only if that individual is in that class.]*

IT IS ESTIMATED THAT YOUR PAYMENT UNDER THIS SETTLEMENT FROM THE FAIR CREDIT REPORTING ACT CLASS FUND WILL BE \$[INSERT INDIVIDUAL DOLLAR AMOUNT] PRIOR TO ANY APPLICABLE TAXES AND DEDUCTIONS. *[How much they get in the FCRA class will be printed only if that individual is in that class.]*

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
INCLUDE THE FOLLOWING:	
DO NOTHING	You will receive a payment from the Settlement and you will release certain claims covered by the Settlement against Defendant.
EXCLUDE YOURSELF	Receive no payment of the Settlement and retain any and all rights you may have against Defendant.
OBJECT	Write to the Court about why you do not agree with the Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.

WAGE AND HOUR CLASS: The Settlement resolves Plaintiff Alicia Rosales' ("Plaintiff") alleged wage and hour claims against Defendant with respect to employees who worked for Defendant in California as a non-exempt route service employee (all Defendant employees who work or worked in armored vehicles to perform their job duties) at any time from April 19, 2014 through August 8, 2019. Defendant denies all of Plaintiff's allegations and claims.

FCRA CLASS: This Settlement also resolves Plaintiff's alleged claims for violation of the Fair Credit Reporting Act (16 U.S.C. §§ 1681 *et seq.*) ("FCRA") with respect to all applicants for employment in the United States for whom Defendant procured a background check report from April 19, 2013 to and including July 9, 2019. Defendant denies all of Plaintiff's allegations and claims.

NO MONEY WILL GO BACK TO DEFENDANT UNDER THE TERMS OF THIS SETTLEMENT.

BASIC INFORMATION

1. What is this lawsuit about?

Plaintiff alleges that Defendant failed to provide Class Members with meal periods, failed to provide them with rest breaks, failed to pay them all hourly and overtime wages, failed to provide them with written accurate wage statements and failed to pay timely pay them all wages upon separation under California Labor laws. Plaintiff also alleges that Defendant violated the FCRA by procuring a background check report with the use of a non-compliant disclosure form. Defendant denies liability, and contends that Class Members were properly compensated for all hours worked. This Settlement constitutes a compromise of highly disputed claims and should not be construed as an admission of liability on Defendant's part.

2. Why is this a Class Action?

In a class action lawsuit, one or more people called the "Class Representative" (in this case, Plaintiff) sue on behalf of people who the Class Representative alleges have similar claims. The people together are a "Class" or "Class Members." The United States District Court for The Northern District of California (the "Court") has granted preliminary approval of the proposed settlement (the "Settlement") of this class action lawsuit. If the Settlement does not receive final approval from the Court, the Class Members will not get the benefits of this Settlement and Plaintiff will need to go back to court to prove her case through trial.

3. Why is there a Settlement?

In the interest of efficiency and economy, the Parties to the litigation decided to resolve the litigation through the Settlement. In this way, the Parties avoid the risks and costs of trial. After settling the case, the Court will not decide who is right or wrong. Instead, it will determine whether the Settlement is fair, reasonable, and adequate.

4. Why did I receive this Notice?

You received this Notice because Defendant's records show that you are a Class Member in this case, as described below.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

Whether you are in the Settlement depends on whether you are a Class Member. You are a Wage and Hour Class Member if you worked for Defendant in California as a non-exempt route service employee (all Defendant employees who work or worked in armored vehicles to perform their job duties) at any time from April 19, 2014 through August 8, 2019. You are a FCRA Class Member if you applied for employment in the United States from April 19, 2013 to and including July 9, 2019. Defendant's records indicate that you are a Class Member.

6. What are my options:

As a Class Member, you have several options available to you. You may:

- (i) Participate in the Settlement and receive a settlement check(s). To participate in the Settlement, you do not need to do anything. You will receive a settlement check(s) that will be mailed to you after the Court grants final approval of the Settlement. The estimated amount of your settlement check(s) is listed on Page 1 of this Notice.
- (ii) Object to the Settlement; or
- (iii) Request to be excluded from the Settlement.

SETTLEMENT BENEFITS – WHAT YOU COULD RECEIVE?

7. What are the Settlement terms?

“Wage and Hour Class” means all individuals who worked for Defendant in California as a non-exempt route service employee (all Defendant employees who work or worked in armored vehicles to perform their job duties) at any time from April 19, 2014 through the date of mediation on August 8, 2019 (“Wage and Hour Class Period”).

“FCRA Class” shall include and mean the following: All applicants for employment in the United States for whom Defendant procured a background check report from April 19, 2013 to and including July 9, 2019 (“FCRA Class Period”).

Class Members who do not opt out of the Class(es) will be bound by the Settlement and will release their claims against Defendant as specified in the Settlement.

Defendant has agreed to pay a non-reversionary Gross Settlement Amount (“GSA”) of \$1,850,000 to fully resolve all claims in the lawsuit, including payments to Class Members, attorneys' fees and costs, and the class representative service award. The specific settlement terms are as follows:

The Gross Settlement Amount (“GSA”) under the Settlement is \$1,850,000, from which payments will be made for: (1) attorneys' fees in an amount up to one-third of the GSA (\$616,666.66) to Class Counsel, subject to Court approval; (2) attorney expenses incurred by Class Counsel not to exceed \$10,000, subject to Court approval; (3) a Class Representative service award to Plaintiff of up to \$10,000, subject to Court approval; (4) settlement administration costs not to exceed \$70,000 payable to KCC, Inc. subject to Court approval; and (5) payment to the California Labor and Workforce Development Agency of \$18,750 for payment of penalties under the Labor Code Private Attorney General Act ("PAGA"). From the GSA, 74.3% or \$1,375,000 shall be allocated to the settlement with the FCRA Class and 25.7% or \$475,000.00 shall be allocated to the settlement with the Wage and Hour Class. The GSA is non-reversionary, meaning no amount of the GSA will be retained by, or revert back to Defendant. Any monies in the GSA that are attributable to Class Members who opt out of the Settlement will be sent to Bay Area Legal Aid as a cy pres beneficiary. The payments for attorneys' fees, attorney expenses, service award and settlement administration shall be deducted 74.3% from the FCRA Class Fund and 25.7% from the amount allocated to the Wage and Hour Class Fund. The PAGA Payment shall be deducted solely from the Wage and Hour Class Fund. The settlement funds remaining after deductions from each fund shall be the Net Settlement Amount distributed to the participating FCRA Class Members and Wage and Hour Class Members.

After the deductions from the Gross Settlement Amount for attorneys' fees, attorney expenses, settlement administration costs, the service award to Plaintiff, and the payment under PAGA described above, the remaining balance (the "Net Settlement Amount" or "NSA") shall be available to pay settlement checks to the Class Members based upon the formula set forth in Paragraph 8 below.

8. *How will my Settlement payment be calculated?*

After deduction of the Court-approved fees and expenses set forth above, the remainder of the GSA shall be available for payment to Class Members based on the following formula:

“Workweeks” are the weeks during the Meal and Rest Break Class Period and Off-the Clock Class Period during which a Class Member worked at least one shift for Defendant in the state of California. Each Wage and Hour Class member’s pro rata share of the Wage and Hour Class Fund will be calculated based on a point system. The Wage and Hour Class Members will receive 2 points per workweek in the Off-the-Clock Subclass. Wage and Hour Class Members that also fall within the Meal and Rest Period Subclass will get an extra point per workweek. Therefore, Wage and Hour Class Member workweeks from April 19, 2014 through January 20, 2018 will be 2 points each, and Wage and Hour Class Member workweeks from January 21, 2018 through August 8, 2019 will be 3 points each.

The FCRA Class shall be eligible to receive a pro-rata share of the Net Settlement Amount allocated to the FCRA Class Fund in relation to the aggregate number of FCRA Class Members.

The pro-rata share shall be calculated by dividing the Net Settlement Amount allocated to the FCRA Class Fund by the number of FCRA Class members.

9. Disputing the data on your Individual Notice

You have the opportunity to dispute the data set forth on the first page of this Notice, including the number of workweeks used to calculate your Settlement payment, if you believe the data is incorrect. To dispute the data on this Notice, you must mail the Settlement Administrator credible documentary evidence at [INSERT ADDRESS] by [INSERT DATE] disputing the data on this Notice. The Settlement Administrator will use Defendant's records and the information you provide to resolve any disputes about the data appearing on this Notice. The Settlement Administrator's determination will be final and binding.

10. What are the possible settlement benefits from this Settlement?

You have the right to receive money from the Settlement if you received this Notice. The estimated amount of your share of the Settlement money is listed on the first page of this Notice.

California law and Defendant's policy strictly prohibit any retaliation against you for participating in the Settlement. Defendant will not take any adverse action against you because of your decision to participate in this Settlement. Defendant wants you to participate in the Settlement. Whether you participate in the Settlement or not, no amount Defendant has agreed to pay under the terms of the Settlement will go back to Defendant.

11. How do I participate in the Settlement and get a settlement payment?

You do not need to do anything to participate in the Settlement and receive a settlement payment. You will receive a settlement check(s) that will be mailed to you after the Court grants final approval of the Settlement.

12. When will I get my settlement check?

Checks for the amount of each Class Member's individual settlement payment will be distributed if and when the Settlement receives final approval from the Court. Settlement checks will be sent to the address listed on this Notice. If you move after receiving this Notice, fill out the change of address section on this Notice or prepare a letter with your new address and mail the Individual Notice or letter to ([REDACTED], [INSERT ADDRESS OF SETTLEMENT ADMINISTRATOR]). You can also call the Settlement Administrator at (800) --- ----- and advise them of your new address.

13. Will I have to pay taxes on my settlement payment?

Class Members will be responsible for paying any taxes owing for their settlement payments. The Claims Administrator will issue Form W-2's and 1099's with respect to such payments as required by law. Without any party hereto admitting any liability of any type or kind, the Parties agree and intend that the payments made under this Settlement are compensatory payments to the Class Members intended to compensate Class Members for alleged damages. With respect to the Wage

and Hour Class, the distributions to the Class Members from the NSA will be allocated 1/3 wages, subject to all applicable tax withholdings, and 2/3 penalties and interest, not subject to payroll tax withholdings. With respect to the FCRA class, each settlement share is allocated one hundred percent to penalties (for which 1099s will be issued). The Claims Administrator will withhold employee and employer taxes from the wage portion of the settlement payments and issue W-2's to the Class Members for the wage portion of the settlement payments and Form 1099s for the penalty and interest portion of the settlement payments.

14. Am I giving anything up by remaining in the Class?

Unless you remove yourself from the Settlement (which is called "excluding yourself" or "opting out"), you are part of the Class. By staying part of the Class, court orders will apply to you, and you will be bound by the Release of Claims set forth in the Settlement Agreement. A release means you can't sue or be part of any other lawsuit against Defendant about the claims or issues being released in this lawsuit for the Class Period.

If the Court approves the proposed Settlement, the Settlement Agreement will bind all Class Members who have not opted out of the Settlement, and will bar them from bringing the claims described in the release below against Defendant. Specifically, after Court approval, the Settlement provides for the following releases:

Release of Claims FCRA Class. Upon entry of Final Approval Order and Judgment, the Participating FCRA Class Members shall release Defendant to the fullest extent permitted by law from all federal, state and local claims, causes of action, demands, and obligations of any kind in law or equity, whether known or unknown, suspected or unsuspected, that were either asserted in the Action or that could reasonably arise from facts alleged in the Action, relating in any way to, or arising out of, background checks, motor vehicle reports, reference checks, investigations, and/or consumer reports or investigative consumer reports ("reports) of any kind, including but not limited to claims arising under the Fair Credit Reporting Act, the California Consumer Reporting Agencies Act, the California Investigative Consumer Reporting Agencies Act, California Business and Professions Code section 17200, *et seq.*, and like federal, state and local laws, including but not limited to all statutory, compensatory, actual and punitive damages, restitution, declaratory, injunctive and equitable relief, and attorneys' fees and expenses, arising from or related to reports ordered through and including July 9, 2019.

Release of Claims Wage and Hour Class. Upon entry of Final Approval Order and Judgment, the Wage and Hour Participating Class Members shall release Defendant and the Released Parties of all claims, rights, demands, liabilities and causes of action of every nature and description, whether known or unknown, that were or could have been pled based on the factual allegations in the Complaint or First Amended Complaint which occurred or arose during the Wage and Hour Class Period (as applicable under each Subclass), including without limitation claims for (1) failure to provide meal periods pursuant to California Labor Code sections 204, 223, 226.7, 512, and 1198; (2) failure to provide rest periods pursuant to California Labor Code sections 204, 223, 226.7, 1198; (3) failure to pay hourly wages including overtime and minimum wages pursuant to California Labor Code sections 223, 510, 1194, 1194.2, 1197, 1997.1; (4) failure to provide accurate written wage statements pursuant to California Labor Code section 226(a); (5)

failure to timely pay all final wages pursuant to California Labor Code sections 201, 202, 203; (6) incorporated or related claims asserted through California Business and Professions Code § 17200; (7) all civil and statutory penalties arising from the released claims pursuant to California Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7, 227.3, 510, 512, 1194, 1197, 1198, incorporated or related claims asserted through PAGA (Labor Code sections 2698 *et seq.*), and any other claims derived from or based upon or related to or arising out of the factual predicate of the Complaint. This Release includes all statutory, constitutional, contractual, equitable, or common law claims for all statutory and civil penalties, wages, compensatory, punitive and liquidated damages, interest, attorneys' fees and expenses, declaratory, injunctive, restitution and other equitable relief under federal and California law that arose during the Wage and Hour Class Period based on the facts alleged in the Complaint and First Amended Complaint, including the California Labor Code, the Wage Orders of the California Industrial Welfare Commission, California Business & Professions Code § 17200 *et seq.*, the Fair Labor Standards Act of 1938, as amended, and expressly excluding claims for wrongful termination, unemployment insurance, disability, social security, and workers' compensation, and claims outside of the Wage and Hour Class Period.

“Released Parties” means Defendant Loomis Armored US, LLC, and all divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, investors, successors and assigns, owners, officials, branches, partners, units, assigns, principals, heirs, representatives, accountants, auditors, consultants, reinsurers, predecessors in interest, beneficiaries, executors, members, privies, administrators, fiduciaries, and trustees and any individual or entity which could be jointly liable with Loomis Armored US, LLC.

YOUR RIGHTS – OBJECTING TO THE SETTLEMENT AND APPEARING AT THE HEARING

15. How do I object to the Settlement?

If you wish to object to the Settlement, you must submit to the Settlement Administrator a Notice of Objection by the Response Deadline of [INSERT DEADLINE]. The Notice of Objection must (1) state the full name, address and telephone number of the Class Member; (2) be signed by the Class Member; (3) state the grounds for the objection; (4) enclose any supporting information and/or documentation, and (5) must be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address as directed by the Class Notice.

Copies of all settlement documents, including the Settlement Agreement, Motion for Preliminary Approval of Class Action Settlement, and Motion for Final Approval of Class Action Settlement and Awards of Attorneys' Fees and Costs (when filed), are available for your inspection and review at [REDACTED].

If the Court rejects your objection, however, you will be bound by the terms of the Settlement. Persons who exclude themselves from the Settlement may not submit objections to the Settlement or appear at the final approval hearing.

16. Who are the attorneys representing the parties?

Plaintiff and Class Members' Attorney
("Class Counsel"):

Shaun Setareh
Thomas Segal
Farrah Grant
SETAREH LAW GROUP
315 South Beverly Drive, Suite 315
Beverly Hills, California 90212
Telephone (310) 888-7771
Facsimile (310) 888-0109

17. Can I appear at the Final Settlement hearing?

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend.

YOUR RIGHTS – GETTING OUT OF THE SETTLEMENT

18. Can I remove myself from the Settlement?

Any Class Member who wishes to be excluded from the Class and Settlement must submit a written request to be excluded on or before the Response Deadline of [INSERT DEADLINE]. Such request for exclusion: (1) must contain the full name, address, telephone number and the last four digits of the Social Security number of the person requesting exclusion; and (2) must be postmarked by the Response Deadline and returned by mail to the Settlement Administrator at [INSERT ADDRESS]. **Do not send the Request for Exclusion to the Court.** The judgment following approval of the Settlement by the Court will bind all Class Members who do not request exclusion from the Settlement.

19. What is the difference between excluding and objecting?

Excluding yourself or opting out means removing yourself from the Class and the Settlement altogether – you will not receive any money or be bound by the terms of the Settlement. Objecting means that you are remaining in the Class and will receive money and be bound by the terms of the Settlement but that you are complaining about some part of the Settlement that you do not like.

WHAT IF I DO NOTHING?

20. What if I do nothing?

If you do nothing, you will be bound by the terms of the Settlement, which means you will receive a settlement payment and cannot bring a lawsuit against Defendant regarding the Released Claims covered by the Settlement.

DO I NEED TO HIRE MY OWN LAWYER?

21. Do I need to hire my own lawyer?

You do not need to hire your own lawyer, but you can if you want to. Plaintiff, you, and the entire Class are already represented by the Plaintiff's attorneys listed above, who are known as Class Counsel. Class Counsel's services are paid for under the Settlement. If you decide to hire your own attorney you will have to pay for your own attorney's services.

You may contact Class Counsel if you have any questions about this Notice or the Settlement, but please *do not contact the Court or Defendant*.

FINAL APPROVAL OF SETTLEMENT

22. When will the Settlement be final?

The Final Approval Hearing on the fairness, reasonableness, and adequacy of the Settlement will be held at [INSERT TIME] on [INSERT DATE] at [REDACTED]. The hearing may be continued without further notice. **You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend.**

MORE INFORMATION

23. Where can I get more information?

This Notice is only a summary of the Settlement. For more information you may inspect the Court files, including the Settlement Agreement, at the Court Clerk's Office located at [REDACTED]. You may also contact Class Counsel listed above for more information.

PLEASE DO NOT CALL THE COURT, DEFENDANT, OR ITS ATTORNEYS ABOUT THIS NOTICE

EXHIBIT 2

1 Shaun Setareh (SBN 204514)
2 shaun@setarehlaw.com
3 Thomas Segal (SBN 222791)
4 thomas@setarehlaw.com
5 Farrah Grant (SBN 293898)
6 farrah@setarehlaw.com

SETAREH LAW GROUP
315 S. Beverly Drive, Ste. 315
Beverly Hills, California 90212
Tel: (310) 888-7771
Fax: (310) 888-0109

8 Attorneys for Plaintiff,
ALICIA ROSALES

10 **SUPERIOR COURT OF CALIFORNIA**
11 **COUNTY OF SANTA CLARA**

12 ALICIA ROSALES, on behalf of herself
13 all others similarly situated,,

14 Plaintiff,

15 v.

16 LOOMIS ARMORED US, LLC,

17 Defendant.

Case No. **18CV326826**

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

[PROPOSED] ORDER

1
2 On April 19, 2018, Plaintiff ALICIA ROSALES (“Plaintiff”), filed a putative class action
3 against Defendant LOOMIS ARMORED US, LLC (“Defendants”) in the Superior Court of California,
4 County of Santa Clara entitled, *Alicia Rosales, on behalf of herself, all others similarly situated v.*
5 *Loomis Armored US, LLC, a Texas corporation; and Does 1 through 50, inclusive*, Case No.
6 18CV326826. On July 20, 2018, Plaintiff filed a First Amended Complaint (the “Action”). Defendant
7 removed the Action to the United States District Court on August 30, 2018. The claims currently
8 pending in the Action include the following: (1) failure to make proper disclosures, to obtain proper
9 authorizations in violation of the Fair Credit Reporting Act (FCRA) 15 U.S.C. § 1681b(b)(2), (2)
10 failure to provide the required summary of rights and certain disclosures regarding backgrounds
11 checks in violation of the FCRA 15 U.S.C. §§ 1681d and 1681g(c), *et seq.* (3) failure to provide
12 required meal periods in violation of California Labor Code §§ 204, 223, 226.7, 512 and 1198; (4)
13 failure to provide required rest periods in violation of California Labor Code §§ 204, 223, 226.7, and
14 1198; (5) failure to pay minimum wages and overtime wages in violation of California Labor Code §§
15 510, 1194, 1197 & 1198, *et seq.* for alleged off the clock work; (6) failure to provide accurate itemized
16 wage statements in violation of California Labor Code § 226; (7) failure to timely provide wages due
17 in violation of California Labor Code §§ 201, 202, and 203; (8) unfair competition in violation of
18 California Business and Professions Code §17200 *et seq.*; and (9) violation of the Private Attorney
19 General Act (PAGA) in violation of California Labor Code §2698 *et seq.*

20 NOW THEREFORE, having read and considered the Stipulation and Exhibits thereto, **IT IS**
21 **HEREBY ORDERED:**

22 1. This Order hereby incorporates by reference the definitions of the Stipulation as though
23 fully set forth herein, and all terms used herein shall have the same meaning as set forth in the
24 Stipulation. The Court hereby adopts the Stipulation, as set forth below.

25 2. The Court conditionally certifies and approves, for settlement purposes only, a “FCRA
26 Class” defined as follows: All applicants for employment in the United States for whom Defendant
27 procured a background check report from April 19, 2013 to and including July 9, 2019 (“FCRA Class
28 Period”). The Court conditionally certifies and approves, for settlement purposes only, a “Wage and

1 Hour Class” defined as follows: all individuals who worked for Defendant in California as a non-
2 exempt route service employee (all Defendant employees who work or worked in armored vehicles to
3 perform their job duties) at any time from April 19, 2014 through the date of mediation on August 8,
4 2019 (“Wage and Hour Class Period”). Individuals falling within the definition of the FCRA Class
5 and/or Wage and Hour Class will be referred to as “Class Members.”

6 3. Shaun Setareh, Thomas Segal, and Farrah Grant of Setareh Law Group (“Class
7 Counsel”) shall represent the Putative Class for purposes of the Settlement in this Action. Any
8 Putative Class Member may enter an appearance in the Action, at their own expense, either
9 individually or through counsel of their own choice. However, if they do not enter an appearance,
10 they will be represented by Class Counsel.

11 4. The Class Representative shall be Plaintiff, Alicia Rosales.

12 5. The Court hereby preliminarily approves the proposed Settlement upon the terms,
13 conditions, and all release language set forth in the Stipulation attached to the Declaration of Shaun
14 Setareh as **Exhibit A**. The Court finds that the Settlement appears to be within the range of
15 reasonableness necessary for preliminary approval by the Court. It appears to the Court that the
16 Settlement terms are fair, adequate, and reasonable as to all potential Class Members when balanced
17 against the probable outcome of further litigation, given the risks relating to liability and damages. It
18 further appears that extensive and costly investigation and research has been conducted such that
19 counsel for the Parties at this time are reasonably able to evaluate their respective positions. It further
20 appears to the Court that the Settlement at this time will avoid substantial additional costs by all parties,
21 as well as the delay and risks that would be presented by the further prosecution of the Action. It
22 appears that the Settlement has been reached as a result of intensive, arms-length negotiations utilizing
23 an experienced third party neutral.

24 6. The Court confirms KCC, Inc. as the Settlement Administrator and preliminarily
25 approves that settlement administration costs shall be paid from the Gross Settlement Amount (as that
26 term is defined in the Settlement). The cost of administration includes all tasks required of the
27 Settlement Administrator by this Agreement, including the issuance of the Notice of Class Action
28 Settlement and other documents as explained in the Joint Stipulation. KCC, Inc. is directed to perform

1 all other responsibilities set forth for the Settlement Administrator as set forth in the Stipulation.

2 7. A Final Approval Hearing (the “Hearing”) shall be held on _____ at _____
3 before the Honorable _____ in Courtroom _____ of the above-referenced Court. The purpose of
4 such Hearing will be to: (a) determine whether the proposed Stipulation should be approved by the
5 Court as fair, reasonable and adequate; (b) determine the reasonableness of Class Counsel’s request
6 for attorneys’ fees and costs; (c) the reasonableness of the Service Award requested for Plaintiff; and
7 (d) Order entry of Judgment in the Action, which shall constitute a complete release and bar with
8 respect the Released Claims described in Paragraph 13, below.

9 8. The Court hereby approves, as to form and content, the Notice of Class Action
10 Settlement (“Class Notice”) attached as **Exhibit A**. The Court finds that the mailing and distribution
11 of the Class Notice in the manner set forth in Paragraph 9 of this Order meet the requirements of due
12 process and are the best notice practicable under the circumstances and shall constitute due and
13 sufficient notice to all persons entitled thereto.

14 9. The Court directs the mailing of the Court approved Class Notice via First Class U.S.
15 Mail to the Class Members in accordance with the schedule and procedures set forth in the Stipulation.
16 The Court finds that the dates and procedure selected for the mailing of the Class Notice meet the
17 requirements of due process, provide the best notice practicable under the circumstances, and
18 constitute due and sufficient notice to all persons entitled to notice.

19 A. Defendants will provide to the Settlement Administrator the Class Information,
20 within fifteen (15) days after the entry of this Order; and

21 B. The Settlement Administrator shall mail the Class Notice within ten (10)
22 business days after receipt of the Class Information. The Settlement Administrator’s
23 duties will include establishing a toll-free telephone number through which Class
24 Members may make inquiries about the Settlement and a Post Office Box for the return
25 of Class Member communications; preparing, printing and mailing the Notice of
26 Settlement to Class Members; receiving and reviewing notices of objection and
27 requests for exclusion, if any, submitted by Class Members; calculating Individual
28 Settlement Payments; calculating and paying any and all payroll tax or other required

1 withholdings from the wage portion of the Individual Settlement Payments as required
2 under this Settlement Agreement and applicable law; providing weekly status reports
3 to Defense and Class Counsel; providing a due diligence declaration for submission to
4 the Court prior to the Final Approval Hearing; mailing Individual Settlement Payments
5 to Class Members; paying the Service Award, Class Counsel Fees Award and Class
6 Counsel Costs Award; mailing the PAGA Award to the California Labor & Workforce
7 Development Agency; establishing a Qualified Settlement Fund, as defined by the
8 Internal Revenue Code; printing and providing Class Members, Plaintiff and Class
9 Counsel with IRS Forms W-2 and/or 1099 as required under this Settlement Agreement
10 and applicable law; providing a due diligence declaration for submission to the Court
11 upon the completion of the Settlement; providing Defense Counsel with an accounting
12 of all checks issued and cashed, and for such other tasks as the Parties mutually agree.
13 The Settlement Administrator shall keep the Parties timely apprised of the performance
14 of all Settlement Administrator responsibilities. Any legally mandated tax reports, tax
15 forms, tax filings, or other tax documents required by administration of this Settlement
16 Agreement shall be prepared by the Settlement Administrator. Any expenses incurred
17 in connection with such preparation shall be a Settlement Administration Cost.

18 10. Putative Class Members may request exclusion from the Settlement by submitting a
19 timely written request to be excluded from the Class as set forth in the Stipulation. In order to be valid,
20 the Request for Exclusion letter must be postmarked and sent to the Settlement Administrator within
21 sixty (60) calendar days after the Settlement Administrator mails the Class Notice and Claim Form to
22 Class Members. Any Putative Class Member who submits a valid and timely Request for Exclusion
23 will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or
24 have any right to object, appeal or comment thereon. Putative Class Members who fail to submit valid
25 and timely Requests for Exclusion shall be bound by all terms of the Settlement and any Final
26 Judgment.

27 11. Putative Class Members who do not request exclusion may object to the Settlement
28 and/or appear at the Final Approval Hearing to show cause why the proposed Stipulation should not

1 be approved, Judgment in the Action should be entered, and to present any opposition to the
2 application of Class Counsel for attorneys' fees, costs and expenses. In order to object to the proposed
3 Stipulation, the Putative Class Member may send a Notice of Objection and copies of any papers in
4 support of his or her position pursuant to the terms of the Stipulation to the Settlement Administrator
5 within sixty (60) calendar days after the Settlement Administrator mails the Notice of Settlement to
6 Putative Class Members.

7 Any Putative Class Member who does not make his or her objection in the manner provided
8 for herein shall be deemed to have waived such objection and shall forever be foreclosed from making
9 any objection to the fairness or adequacy of the proposed Settlement as incorporated in the Stipulation
10 or to the award of attorneys' fees and costs and expenses to Class Counsel unless otherwise ordered
11 by the Court.

12 12. The Court hereby preliminarily approves the definition and disposition of the Gross
13 Settlement Amount as that term is defined in the Settlement. The Gross Settlement Amount is equal
14 to One Million Eight Hundred Fifty Thousand Dollars (\$1,850,000.00) which is inclusive of the
15 payment of attorneys' fees to Class Counsel not to exceed Six Hundred Sixteen Thousand Six Hundred
16 Sixty Six Dollars and Sixty Six Cents (\$616,666.66); Class Counsel's costs not to exceed Ten
17 Thousand Dollars (\$10,000); the Settlement Administration Costs not to exceed Seventy Thousand
18 Dollars (\$70,000); the Net Settlement Amount to be distributed to Class Members who do not exclude
19 themselves from the Settlement; the Class Representative Service Award to Plaintiff in the amount of
20 ten Thousand Dollars (\$10,000); and the PAGA Award not to exceed Twenty Five Thousand dollars
21 (\$25,000), Fifteen Thousand Dollars (\$18,750) of which is payable to the LWDA. The Court
22 preliminarily approves the above distribution of the Gross Settlement Amount, all subject to the
23 Court's Final Approval of the Settlement. In addition to the Gross Settlement Amount, Defendants
24 shall be required to pay Defendant's portion of any payroll taxes which will be paid pursuant to the
25 terms of the Stipulation.

26 13. Upon entry of Judgment by the Court in accordance with the Stipulation, all Putative
27 Class Members who did not exclude themselves from the Settlement shall fully and finally release and
28 discharge the Released parties as described below:

1 Release of Claims FCRA Class. Upon entry of Final Approval Order and Judgment, the
2 Participating FCRA Class Members shall release Defendant to the fullest extent permitted by law from
3 all federal, state and local claims, causes of action, demands, and obligations of any kind in law or
4 equity, whether known or unknown, suspected or unsuspected, that were either asserted in the Action
5 or that could reasonably arise from facts alleged in the Action, relating in any way to, or arising out
6 of, background checks, motor vehicle reports, reference checks, investigations, and/or consumer
7 reports or investigative consumer reports (“reports) of any kind, including but not limited to claims
8 arising under the Fair Credit Reporting Act, the California Consumer Reporting Agencies Act, the
9 California Investigative Consumer Reporting Agencies Act, California Business and Professions Code
10 section 17200, *et seq.*, and like federal, state and local laws, including but not limited to all statutory,
11 compensatory, actual and punitive damages, restitution, declaratory, injunctive and equitable relief,
12 and attorneys’ fees and expenses, arising from or related to reports ordered through and including July
13 9, 2019.

14 Release of Claims Wage and Hour Class. Upon entry of Final Approval Order and Judgment,
15 the Wage and Hour Participating Class Members shall release Defendant and the Released Parties of
16 all claims, rights, demands, liabilities and causes of action of every nature and description, whether
17 known or unknown, that were or could have been pled based on the factual allegations in the Complaint
18 or First Amended Complaint which occurred or arose during the Wage and Hour Class Period (as
19 applicable under each Subclass), including without limitation claims for (1) failure to provide meal
20 periods pursuant to California Labor Code sections 204, 223, 226.7, 512, and 1198; (2) failure to
21 provide rest periods pursuant to California Labor Code sections 204, 223, 226.7, 1198; (3) failure to
22 pay hourly wages including overtime and minimum wages pursuant to California Labor Code sections
23 223, 510, 1194, 1194.2, 1197, 1997.1; (4) failure to provide accurate written wage statements pursuant
24 to California Labor Code section 226(a); (5) failure to timely pay all final wages pursuant to California
25 Labor Code sections 201, 202, 203; (6) incorporated or related claims asserted through California
26 Business and Professions Code § 17200; (7) all civil and statutory penalties arising from the released
27 claims pursuant to California Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7, 227.3, 510,
28 512, 1194, 1197, 1198, incorporated or related claims asserted through PAGA (Labor Code sections

1 16. The Court reserves the right to adjourn the date of the Hearing without further notice
2 to the Class Members, and retains jurisdiction to consider all further applications arising out of or
3 connected with the proposed Stipulation.

4 18. All further proceedings in this Action shall be stayed except such proceedings
5 necessary to review, approve, and implement this Settlement.

6 19. In the event: (i) the Court does not finally approve the Settlement as contemplated by
7 the Settlement; (ii) the Court does not enter a Final Approval Order as contemplated by the Settlement,
8 which becomes final as a result of the occurrence of the Effective Date (as that term is defined by in
9 the Settlement); (iii) Defendant elects to void the Settlement as provided under the terms of the
10 Settlement; or (iv) the Settlement does not become final for any other reason, the Settlement shall be
11 null and void and any order or judgment entered by this Court in furtherance of the Settlement shall
12 be deemed as void from the beginning. In such a case, the Parties and any funds to be awarded under
13 this Settlement shall be returned to their respective statuses as of the date and time immediately prior
14 to the execution of the Settlement, and the Parties shall proceed in all respects as if the Settlement had
15 not been executed.

16 20. Neither the Settlement, preliminarily approved or not approved, nor any exhibit,
17 document or instrument delivered hereunder, nor any statement, transaction or proceeding in
18 connection with the negotiation, execution or implementation of this Settlement, shall be admissible
19 in evidence for any purpose except as provided in the Settlement.

20 **IT IS SO ORDERED.**

21
22 Dated: _____

Judge of the Superior Court

EXHIBIT 3

1 ROD M. FLIEGEL, Bar No. 168289
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10 Telephone: 925.932.2468
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11 Attorneys for Defendant
12 LOOMIS ARMORED US, LLC

13
14 UNITED STATES DISTRICT COURT
15 NORTHERN DISTRICT OF CALIFORNIA

16
17 ALICIA ROSALES, on behalf of herself
all others similarly situated,,

18 Plaintiff,

19 v.

20 LOOMIS ARMORED US, LLC,

21 Defendant.
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23
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Case No. 5:18-CV-05354-EJD

**JOINT STIPULATION AND ORDER TO
REMAND ACTION**

1 Plaintiff Alicia Rosales (“Plaintiff”) and Defendant Loomis Armored US, LLC
2 (“Defendant”), by and through their counsel (collectively “the Parties”), hereby agree and stipulate
3 as follows:

4 **WHEREAS**, this action was removed from the superior court of the County of Santa Clara
5 based on the Class Action Fairness Act on August 30, 2018 (ECF No. 1);

6 **WHEREAS**, Defendant filed a Motion to Transfer Venue (ECF No. 17);

7 **WHEREAS**, Plaintiff filed a Motion to Remand this action on November 20, 2018 (ECF No.
8 19);

9 **WHEREAS**, Defendant filed a Motion for Judgment on the Pleadings, or in the alternative,
10 Motion to Strike (ECF No. 23) on November 30, 2018, which was re-noticed on September 19, 2019
11 (ECF No. 50) pursuant to court order (ECF No. 47);

12 **WHEREAS**, on November 21, 2019, the Court terminated all pending motions without
13 prejudice to being re-noticed in the event the settlement is not completed (ECF No. 54);

14 **WHEREAS**, the Parties reached a settlement in principle on a class-wide basis documented
15 by a signed memorandum of understanding; and Stipulation of Settlement;

16 **WHEREAS**, the Parties at this time, after reaching a settlement in principle of this putative
17 class action, prefer to remand the action in order to avoid any uncertainty as to whether this Court
18 has jurisdiction over this action, which could jeopardize court approval of their settlement;

19 **WHEREAS**, after remand Plaintiff will file her motion for preliminary settlement approval;

20 **THEREFORE, IT IS HEREBY STIPULATED**, by and between Plaintiff and Defendant,
21 through their respective counsel of record that this action be remanded to the Superior Court for the
22 County of Santa Clara. Each party will bear their own attorney’s fees and costs.

23 **IT IS SO STIPULATED.**

24
25 Dated: March __, 2020

26 JOANNA L. BROOKS
27 LITTLER MENDELSON, P.C.
28 Attorneys for Defendant
LOOMIS ARMORED US, LLC

1 Dated: March __, 2020

SHAUN SETAREH
THOMAS SEGAL
SETAREH LAW GROUP
Attorneys for Plaintiff
ALICIA ROSALES

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6 **FILER'S ATTESTATION**

7 Pursuant to Local Rule 5-1, I, the filer of this document, attest that all other signatories listed,
8 and on whose behalf the filing is submitted, concur in the filing's content and have authorized the
9 filing.

10
11 Dated: March __, 2020

/s/ Michael W. Nelson
MICHAEL W. NELSON
LITTLER MENDELSON, P.C.

12
13
14
15
16 **IT IS SO ORDERED.** The action shall be remanded.

17
18 Dated: _____, 2020

THE HON. EDWARD DAVILA
JUDGE OF THE UNITED STATES
DISTRICT COURT

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21 4842-7536-3254.2 028378.1218

