

NOTICE OF CLASS ACTION SETTLEMENT

Re Alicia Rosales v. Loomis Armored US, LLC
Superior Court of the State of California for the County of Santa Clara
Case No. 18CV326826

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.

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 from the Settlement and retain any and all rights you may have against Defendant.
OBJECT	Inform 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	Speak in Court about the fairness of the Settlement.

WAGE AND HOUR CLASS: The Settlement resolves Plaintiff Alicia Rosales’s (“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 between April 19, 2014 and March 17, 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 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 Superior Court of the State of California for the County of Santa Clara (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 between April 19, 2014 and March 17, 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 COULD YOU 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 March 17, 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, LLC. 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 Attorneys 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 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 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 March 17, 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 *Rosales v. Loomis Armored US, LLC* Settlement Administrator, P.O. Box 43208, Providence, RI 02940-3208 postmarked by July 9, 2021 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 *Rosales v. Loomis Armored US, LLC* Settlement Administrator, P.O. Box 43208, Providence, RI 02940-3208 . You can also call the Settlement Administrator at 1-888-810-9117 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 owed for their settlement payments. The Settlement Administrator will issue Form W-2s and 1099s 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 IRS Form 1099s will be issued). The Settlement Administrator will withhold employee and employer taxes from the wage portion of the settlement payments and issue W-2s 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 section 17200; and (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 section 17200 *et seq.*, the Fair Labor Standards Act of 1938, as amended, and expressly excluding claims for wrongful termination, unemployment insurance, disability, social security, 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 may appear at the Final Approval Hearing to make an oral objection without submitting a written objection. Due to the COVID-19 pandemic, hearings before the judge overseeing this case are currently being conducted remotely with the assistance of a third-party service provider, CourtCall. If that remains the case at the time of the Final Approval Hearing, Class Members who wish to appear at the Final Approval Hearing should Contact Class counsel to arrange a remote appearance though CourtCall, at least three days before the hearing if possible. Any CourtCall fees for an appearance by objecting Class Members shall be paid by Class Counsel.

If you wish to object to the Settlement in writing, you may submit to the Settlement Administrator a Notice of Objection by the Response Deadline of July 9, 2021. The Notice of Objection shall state: (1) the full name 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) 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 www.RosalesLoomisSettlement.com.

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
SETAREH LAW GROUP
9665 Wilshire Blvd., Suite 430
Beverly Hills, California 90212
Telephone: (310) 888-7771
Facsimile: (310) 888-0109

17. Can I appear at the Final Approval 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 July 9, 2021. Such request for exclusion: (1) must contain the full name of the person requesting exclusion; and (2) must be postmarked by the Response Deadline and returned by mail to the Settlement Administrator at *Rosales v. Loomis Armored US, LLC* Settlement Administrator, P.O. Box 43208, Providence, RI 02940-3208). **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 dislike.

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 1:30 p.m. on August 5, 2021 at Downtown Superior Court, Department I, 2nd Floor, 191 North First Street, San Jose, CA 95113. 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 Superior Court of California, County of Santa Clara, Downtown Superior Court, Department I, 2nd Floor, 191 North First Street, San Jose, CA 95113. You may also contact Class Counsel listed above for more information.

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