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12 LOOMIS ARMORED US, LLC

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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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.

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**.

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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.

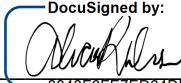
The Parties and their counsel hereby execute this Agreement.

[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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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
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