

STIPULATION OF CLASS ACTION AND PAGA REPRESENTATIVE ACTION SETTLEMENT AND RELEASE

This Stipulation of Class Action and PAGA Representative Action Settlement and Release (“Stipulation” or “Settlement”) is entered into in the matter of *Mario Arredondo, et al. v. Pinkerton Consulting & Investigations, Inc.*, California Superior Court, County of San Diego, Case No. 37-2022-00025166-CU-OE-CTL (the “Action”), by and between Plaintiffs Mario Arredondo, Jr. (“Arredondo”) and Miguel Rivera (“Rivera”) (collectively, “Plaintiffs”) on the one hand, and Pinkerton Consulting & Investigations, Inc. (“Pinkerton” or “Defendant”), subject to the terms and conditions herein and the approval of the Court.

1. DEFINITIONS

1.1 “Action” refers to the civil action captioned *Mario Arredondo, et al. v. Pinkerton Consulting & Investigations, Inc.*, California Superior Court, County of San Diego Case No. 37-2022-00025166-CU-OE-CTL.

1.2 “Administration Costs” means the actual and direct costs reasonably charged by the Settlement Administrator for its services in administering the Settlement, currently projected by the Parties not to exceed Six Thousand Nine Hundred Ninety Dollars and Zero cents (\$6,990.00).

1.3 “Class Counsel” means Plaintiffs’ counsel, Nathan J. Reese and Allison E. Schubert of GrahamHollis A.P.C.

1.4 “Class Members” mean all employees employed by Defendant in California during the Class Period who worked in the following job titles: Emergency Response Agent; Executive Protection Agent; Executive Protection Driver; Executive Security Agent; Lead Agent; Patrol Agent; Residential Surveillance Agent; Security Agent; Executive Driver; Lead Executive Driver; Lead Security Driver; and Security Driver.

1.5 “Class Period” is the period of April 23, 2021 to the earlier of: (1) the date of preliminary approval of the settlement; (2) 60 days from March 13, 2024; or (3) the date upon which the total number of Class Members’ workweeks from June 27, 2018 forward equals 33,000 workweeks.

1.6 “Class Release Period” is the period of June 27, 2018 to the earlier of: (1) the date of preliminary approval of the settlement; (2) 60 days from March 13, 2024; or (3) the date upon which the total number of Class Members’ workweeks from June 27, 2018 forward equals 33,000 workweeks.

1.7 “Class Released Claims” means and includes any and all claims and damages arising from any of the facts alleged in operative Complaint during the Class Release Period for damages or that could have been raised in the operative Complaint, including alleged violation of the California Business and Professions Code sections 17200, *et seq.* for, *inter alia*, failure to pay overtime and minimum wages, pay all regular rate wages due, provide meal and rest periods and associated premium payments, timely pay of wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, reimburse

business expenses, and alleged unfair business practices stemming from these alleged Labor Code violations.

1.8 “Defendant’s Counsel” means Hieu T. Williams and Michelle C. Freeman of Hirschfeld Kraemer LLP.

1.9 “Effective Date” means, if no objections are made to this settlement prior to or at the time the Court holds a hearing regarding final approval of the settlement, the date upon which the Court grants Final Approval. If any person objects to this settlement, the “Effective Date” shall be the date on which the Judgment becomes a Final Judgment.

1.10 “Fee and Expense Award” means such award of fees and costs as the Court may authorize to be paid to Class Counsel for the services they have rendered and will render to the Class in the Action. Class Counsel shall apply to the Court for fees in an amount up to one-third (1/3) of the Gross Settlement Sum (Four Hundred Fifty Thousand dollars and Zero cents [\$450,000.00]) in attorneys’ fees plus the actual costs and expenses as supported by declaration. Class Counsel’s request for actual costs incurred in the litigation will not exceed Nineteen Thousand dollars and Zero cents (\$19,000).

1.11 “Final Approval” means the final settlement approval order and judgment that will be entered by the Court.

1.12 “Final Judgment” means the later of: (i) if no appeal is filed, sixty (60) calendar days after notice of entry of the Court’s Judgment; (ii) if an appeal is filed, the date affirmance of an appeal of the Judgment becomes final; or (iii) if an appeal is filed, the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment.

1.13 “Individual Settlement Payment” or “Individual Settlement Allocation” means the portion of the Net Settlement Sum allocable to each participating Class Member.

1.14 “LWDA Letters” refers to Plaintiffs’ letters to the California Labor and Workforce Development Agency requesting authorization to be appointed as private attorney generals for the purposes of pursuing claims pursuant to Labor Code 2699 *et seq.*, the Private Attorneys General Act (“PAGA”).

1.15 “Gross Settlement Sum” means the maximum amount of One Million Three Hundred Fifty Thousand dollars and Zero cents (\$1,350,000.00) that Defendant would pay as a result of this Stipulation of Settlement. The Gross Settlement Sum includes: (1) the Individual Settlement Allocations; (2) the Fee and Expense Award; (3) the Administration Costs; (4) the PAGA Payment; and (5) the Named Plaintiff Service Awards. The Gross Settlement Sum excludes the employer’s share of payroll taxes, which shall be paid separately by Defendant. All amounts to be paid by Defendant shall be paid to a Qualified Settlement Fund (“QSF”), which shall be administered by the Settlement Administrator. All amounts to be paid to anyone pursuant to this Stipulation of Settlement shall be paid out of the QSF.

1.16 “Mediator” means Steven J. Serratore, Esq.

1.17 “Named Plaintiff(s)” or “Class Representative(s)” refers to Mario Arredondo, Jr. and Miguel Rivera.

1.18 “Net Settlement Fund” means the Gross Settlement Sum less the Fee and Expense Award, the PAGA Payment, Administration Costs, and the Named Plaintiff Service Awards, as approved and awarded by the Court. This amount will be distributed to the Class Members who do not timely request exclusion from the Settlement.

1.19 “Notice” means the Court-approved form of Notice of Class and PAGA Settlement, substantially in the same form as **Exhibit A**, attached hereto.

1.20 “Objection/Exclusion Deadline” means the date forty-five (45) calendar days following the date on which the Settlement Administrator first mails the Notice to the Class Members.

1.21 “PAGA” refers to Labor Code § 2699 *et seq.*, the Private Attorneys General Act of 2004.

1.22 “PAGA Payment” means the sum of Forty Thousand dollars and Zero cents (\$40,000.00), which shall be allocated from the Gross Settlement Sum to civil penalties under Labor Code § 2698 *et seq.*, the Private Attorneys General Act (“PAGA”). Of the total PAGA Payment, seventy-five percent (75%) of this sum, or Thirty Thousand dollars and Zero cents (\$30,000.00) will be paid to the California Labor and Workforce Development Agency (“LWDA”), and the remaining twenty-five percent (25%) of this sum (Ten Thousand dollars and Zero cents [\$10,000.00]) will be known as the PAGA Employee Allocation and distributed to PAGA Employees.

1.23 “PAGA Employees” shall include all employees employed by Defendant in California during the PAGA Period who worked in the following job titles: Emergency Response Agent; Executive Protection Agent; Executive Protection Driver; Executive Security Agent; Lead Agent; Patrol Agent; Residential Surveillance Agent; Security Agent; Executive Driver; Lead Executive Driver; Lead Security Driver; and Security Driver.

1.24 “PAGA Employee Allocation” refers to the twenty-five percent (25%) of the PAGA Payment, or Ten Thousand dollars and Zero cents (\$10,000.00), which will be distributed to PAGA Employees in recognition of the settlement of PAGA Released Claims.

1.25 “PAGA Period” is the period from April 23, 2021 through the date of preliminary approval of the settlement or 60 days from March 13, 2024 (whichever is *earlier*).

1.26 “PAGA Released Claims” shall include any and all claims for penalties under PAGA during the PAGA Period that were or could have been alleged in the Action based on the facts or claims alleged in any version of the complaint.

1.27 “Parties” means Plaintiffs and Defendant, collectively.

1.28 “Payment Obligation Date” means the date which is sixty (60) calendar days after entry of judgment.

1.29 “Preliminary Approval” means an Order of the Court approving this Settlement, and the exhibits thereto, and setting a hearing for Final Approval of the Settlement, including approval of attorneys’ fees and costs.

1.30 “Released Parties” means Pinkerton and its predecessors, successors, subsidiaries, parent companies, other corporate affiliates, and assigns, and all of their owners, shareholders, members, officers, directors, exempt employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by, through, under or in concert with any of them.

1.31 “Request for Exclusion” means a letter or written request submitted by a Class Member to the Settlement Administrator and postmarked by the Objection/Exclusion Deadline that includes the Class Member’s name and signature, the last four digits of his or her Social Security Number and the following statement or something similar to “I request to be excluded from the class action proceedings in the matter of *Mario Arredondo, et al. v. Pinkerton Consulting & Investigations, Inc.* currently pending in the California Superior Court, County of San Diego.”

1.32 “Service Awards” means the sum paid to Arredondo and Rivera, in recognition of their efforts in obtaining the benefits of the Settlement and additionally, in recognition for their willingness to provide a full and separate general release through the date of the execution of this Settlement. The total amount of the Service Awards shall not exceed Fifteen Thousand dollars and Zero cents (\$15,000.00), with each Named Plaintiff requesting a Service Award of not more than Seven Thousand Five Hundred dollars and Zero cents (\$7,500.00) per individual.

1.33 “Settlement” means the terms and conditions set forth in this Stipulation of Class and PAGA Representative Action Settlement and Release.

1.34 “Settlement Administrator” means Apex Class Action LLC, subject to Court approval.

1.35 “Settlement Class” means all Class Members except those who submit a valid and timely Request for Exclusion.

1.36 “Workweeks” means the number of weeks that each Class Member worked in California during the Class Period.

1.37 “Waiting Time Penalties Subclass” means all Class Members, whose employment with Defendant ended at any time during the Class Period.

2. GENERAL

2.1 The following is the procedural history of this Action:

(a) Plaintiffs Arredondo and Rivera filed the Complaint on June 27, 2022 in the Superior Court for the State of California, County of San Diego, Case No. 37-2022-00025166-CU-OE-CTL, alleging representative PAGA allegations against Defendant on behalf of aggrieved employees of Defendant who worked for Defendant in California.

(b) The Parties have engaged in substantial litigation and have thoroughly investigated Plaintiffs' causes of action. During the course of the litigation, Plaintiffs propounded and Defendant responded to written discovery, including requests for production of documents and special interrogatories. Defendant produced in this Action: Plaintiffs' employee files, their time and payroll records, and their wage statements; Defendant's employee handbook and relevant wage and hour policies; a thirty-percent sample of Class Members' time and payroll records; job descriptions; and other documents relevant to the claims. Defendant also provided Class Counsel with the contact information for a thirty-percent sample of Class Members, which Class Counsel then used to conduct interviews with Class Members.

(c) The Parties agreed to attempt to resolve the Action through mediation. A mediation was held on March 13, 2024 with Mediator Steven J. Serratore, Esq. On March 15, 2024, the Parties were able to reach a deal in principle by mutual acceptance of a mediator's proposal and thereafter executed a Memorandum of Understanding ("MOU") outlining the key points of the settlement.

2.2 Defendant denies any liability and wrongdoing of any kind associated with the claims alleged in the Action, and further denies that the Action is appropriate for class and/or representative treatment for any purpose other than this Settlement. Defendant in no way admits any violation of law or any liability whatsoever to Plaintiffs and/or the Class Members, or "aggrieved" employees," individually or collectively, all such liability being expressly denied. Defendant contends that it has complied at all times with the California Labor Code, the Wage Orders and the California Business and Professions Code.

2.3 Plaintiffs believe that the Action is meritorious and that class certification is appropriate.

2.4 Class Counsel has conducted a thorough investigation into the facts of the Action, including written discovery, an extensive review and analysis of Defendant's documents, and interviewed key witnesses including Class Members. Class Counsel is knowledgeable about and has done extensive research with respect to the applicable law and potential defenses to the claims of the Class Members. Class Counsel has diligently pursued an investigation of the Class Members' claims against Defendant. Based on the forgoing data and on its own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement for the consideration and on the terms set forth in this Stipulation of Settlement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, the various defenses asserted by Defendant, and the numerous potential appellate issues. Further, Plaintiffs have carefully evaluated the terms of the Settlement, and, based upon that review, have determined that it is fair and reasonable.

2.5 Defendant makes no concessions or admissions of wrongdoing or liability of any kind whatsoever. Defendant maintains that for any purpose other than settlement, the Action is neither suitable nor appropriate for treatment as a class or representative action. Although Defendant has vigorously contested the allegations in the Action to date and denies that it committed any wrongful action or violation of law, Defendant believes that further litigation with respect to the Plaintiffs' claims would be protracted, expensive, and contrary to its best interests.

Substantial amounts of time, energy, and other resources have been, and, absent settlement, will continue to be devoted to Defendant's defense against Plaintiffs' claims. In light of these realities, Defendant believes that settlement is the best way to resolve the disputes among the Parties while minimizing its own further expenditures. Defendant thus agrees the Settlement is fair, reasonable and adequate.

2.6 The Parties stipulate and agree to the conditional certification of the Class for purposes of this Settlement only. Should, for whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be appropriate in a non-settlement context. Defendant expressly reserves its rights and declares that it intends to oppose class certification and any form of representative action vigorously should this Settlement not be granted Final Approval.

2.7 The Parties acknowledge that factual and legal issues have not yet been resolved and that if this litigation were to proceed, the Court would specifically need to resolve, among other issues, whether the Class should be certified and/or whether it should be allowed to proceed as a representative action, and whether Plaintiffs and the Class Members: (1) were denied meal periods required by California law without being paid a premium as required by California Labor Code § 226.7; (2) were denied rest periods required by California law without being paid a premium as required by California Labor Code § 226.7; (3) worked hours for which they were not properly compensated with appropriate minimum, hourly, and/or overtime wages as required by the California Labor Code and/or applicable Industrial Welfare Commission Wage Order(s); (4) were provided with inaccurate itemized wage statements in violation of California Labor Code § 226; (5) were not timely paid final wages upon the termination of their employment from Defendant as required by California Labor Code §§ 201 and/or 202 and/or were owed waiting time penalties under California Labor Code § 203; (6) did not have complete and accurate payroll records maintained by Defendant in violation of California Labor Code § 1174; (7) incurred reasonable and necessary business expenses for which they were not reimbursed as required by California Labor Code § 2802; (8) suffered any unfair business practices in violation of California Business & Professions Code § 17200 *et seq.*, and/or (9) were entitled to penalties under the California Labor Code Private Attorneys General Act of 2004.

2.8 As a result of the information exchanged through discovery and informally in preparation for mediation, Defendant has identified: a class size of approximately 235 employees as of the date of mediation, 75 of whom are former employees; 235 employees who worked during the PAGA Period; approximately 30,000 workweeks worked by Class Members between the beginning of the Class Release Period and March 13, 2024; and 9,524 pay periods in which PAGA Employees worked between the beginning of the PAGA Period and March 13, 2024.

3. PRELIMINARY APPROVAL

3.1 The Parties agree to fully cooperate with each other to accomplish the terms of this Stipulation of Settlement, including but not limited to, execution of such documents and to take such other actions as may reasonably be necessary to implement the terms of this Stipulation.

3.2 Class Counsel shall seek Preliminary Approval of the Settlement on September 13, 2024. In conjunction with such hearing, Class Counsel shall submit this Stipulation of Settlement, together with the exhibits attached hereto, and any other documents necessary to implement the Settlement.

3.3 At two weeks prior to the deadline to file papers moving for Preliminary Approval, Defendant shall deliver the following information to Class Counsel: the total number of Class Members, the total number of PAGA Employees, the total number of workweeks worked by Class Members during the Class Release Period, and the total number of pay periods worked by PAGA Employees during the PAGA Period. Plaintiffs' Counsel shall provide a copy of the motion for preliminary approval to Defendant's Counsel for review seven (7) calendar days before filing it with the Court. Defendant agrees not to oppose Plaintiffs' motion for preliminary approval unless the motion is inconsistent with the terms set forth in this Settlement.

3.4 Prior to moving for preliminary approval, the Plaintiffs and Defendant stipulate to the filing of an amended complaint adding class allegations on behalf of Class Members and causes of action for failure to pay minimum wage, failure to pay overtime, failure to pay the regular rate of pay, failure to provide meal periods and pay meal period premiums, failure to provide rest breaks and pay rest break premiums, inaccurate wage statements, inaccurate employment records, untimely payment of wages during employment and upon termination, unreimbursed business expenses, and violation of California Business Code section 17200, *et seq.*

4. NOTICE AND CLAIM PROCESS

4.1 **Class Information.** Within fifteen (15) calendar days after entry of the order granting Preliminary Approval, Defendant shall provide to the Settlement Administrator a list of all Class Members, including their name, Social Security number, last-known address, telephone number, the start and end date (if a former employee) of employment during the Class Period, for each Class Member, the total number of workweeks worked by each Class Member during the Class Period, and the total number of pay periods worked by PAGA Employees during the PAGA Period.

4.2 **Notice by First Class U.S. Mail.** Prior to the mailing of the Notice to the Class Members, the Settlement Administrator will run one Accurant (or substantially similar) skip trace as well as perform one basic search on the National Change of Address Database to attempt to obtain the best possible address for the Class Members before it mails the notices to the Class Members. Within fourteen (14) calendar days after receiving the Class Member list from Defendant, the Settlement Administrator shall send the Notice via first class mail, to the Class Members.

4.3 **Undeliverable Notices.** If a Notice is returned as undeliverable with a forwarding address provided by the United States Postal Service, the Settlement Administrator will promptly resend the Notice to that forwarding address along with a brief letter stating that the recipient of the Notice has until the original deadline set forth on the Notice, or ten (10) calendar days after the re-mailing of the Notice (whichever is later), to submit a Request for Exclusion, objection to the settlement, or to dispute the amount of pay periods identified.

4.4 **Objection/ Exclusion.** The Class Notice shall state the total number of workweeks worked based on the data provided to the Settlement Administrator. The Notice shall provide that Class Members who wish to exclude themselves from the Settlement of Class Released Claims must submit a Request for Exclusion postmarked by the Objection/Exclusion Deadline. The Objection/Exclusion Deadline is forty-five (45) calendar days following the initial mailing of the Notice. Any Class Member who properly requests exclusion using this procedure will not receive any payment from the Settlement and will not be bound by the Stipulation of Settlement or have any right to object, appeal or comment thereon. Class Members who do not submit a valid and timely Request for Exclusion shall be bound by all terms of the Stipulation of Settlement and any judgment entered in the Actions once the Settlement is approved by the Court. Although Class Members may request exclusion of this Settlement, all PAGA Employees shall be bound by this Agreement regarding Plaintiffs' claims asserted under the PAGA and shall be bound by the release of PAGA Released Claims once the Settlement is approved by the Court.

4.5 **Disputes Regarding Individual Settlement Allocations.** Class Members who disagree with Defendant's records regarding their number of workweeks credited to him or her must provide documentation and/or an explanation showing contrary information directly to the Settlement Administrator within forty-five (45) calendar days following the date on which the Settlement Administrator mails the Notice to the Class Members. The dispute must: (1) contain the case number and name of the Action; (2) contain the Class Member's full name, address, telephone number, and last four digits of his or her Social Security number; (3) contain a clear statement explaining that the Class Member wishes to dispute the number of workweeks and/or pay periods credited to him or her and also stating the number of workweeks and/or pay periods that he or she contends is correct; and (4) attach documentation demonstrating that the Class Member was not credited with the correct number of workweeks and/or pay periods. The Settlement Administrator will in turn provide any such submissions by Class Members to the Parties. The Parties will meet and confer to determine whether adjustments to the Class Member's shifts and/or Individual Settlement Allocation are warranted. If the Parties are unable to reach an agreement as to a dispute, the Settlement Administrator will decide the outstanding issue. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Allocation will be binding upon the Class Member and the Parties. In the absence of circumstances indicating fraud, manipulation, negligence, or destruction, Defendant's records will be given a rebuttable presumption of accuracy. Any disputes must be submitted within forty-five (45) days following the initial mailing of the notice.

4.6 **Declaration of Due Diligence.** At least seven (7) calendar days prior to the deadline for Plaintiffs to file a motion seeking the Court's final approval of the Settlement, the Settlement Administrator will provide a declaration of due diligence and proof of mailing with regard to the mailing of the Notice to counsel for all Parties.

4.7 The Parties and their counsel agree not to take any action to encourage any Class Members to opt out of or to object to the Settlement.

4.8 Defendant will provide the Settlement Administrator with sufficient funds to make all payments due to Plaintiffs, Class Counsel, the LWDA, the Settlement Administrator, and the Class Members, plus any owed payroll taxes, no later than the Payment Obligation Date.

4.9 The Settlement Administrator will mail all required payments no later than ten (10) calendar days after the Payment Obligation Date. Individual Settlement Allocation checks not cashed within 180 calendar days of mailing will become void. If a Class Member's check is returned to the Settlement Administrator, with a forwarding address provided by the United States Postal Service, the Settlement Administrator will promptly resend the check to that Class Member.

4.10 No person shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, the Class, Class Counsel or the Settlement Administrator based on mailings, distributions and payments made in accordance with this Stipulation of Settlement.

4.11 The following is a summary of the proposed timeline related to this Settlement:

EVENT	DEADLINE
Preliminary Approval of the Settlement by the Court	TBD
Defendant to provide Settlement Administrator with list of Class Members, including their name, Social Security number, last-known address, telephone number, and the start and end date (if a former employee) of employment, for each Class Member during the Class Period, the total number of workweeks worked by each Class Member during the Class Period, and the total number of pay periods worked by PAGA Employees during the Class Period.	15 calendar days after entry of the order granting Preliminary Approval
Settlement Administrator to mail Notice to Class Members	14 calendar days after receiving Class Member List
Objections/Exclusion Deadline	45 calendar days after mailing of Notice
Settlement Administrator to notify Parties of the number of valid and timely request(s) for exclusion letters received	7 calendar days after Objections/Exclusion Deadline
Settlement Administrator to provide declaration of due diligence	7 calendar days prior to deadline for Plaintiffs to file their Motion for Final Approval
Deadline for Plaintiffs to file their Motion for Final Approval	16 court days prior to the date of the Final Approval Hearing
Final Approval Hearing	TBD
Effective Date of the Settlement	If no objections are made to this settlement prior to or at the time the Court holds a

	hearing regarding final approval of the settlement, the date the Court issues an order finally approving the settlement and entry of judgment by the Court. If any person objects to this settlement, the “Effective Date” shall be the later of the following: (a) the date on which Final Approval is granted; (b) if an objection to the settlement is made and subsequent appeal filed, the date of final affirmance on an appeal of the Judgment or the date of final dismissal with prejudice of the last pending appeal from the Judgment; or (c) if an objection to the settlement is made and no subsequent appeal is filed, the expiration date of the time for the filing or noticing of any form of valid appeal from the Judgment
Payment Obligation Date	Sixty (60) calendar days after entry of judgment
Settlement Administrator to mail Individual Settlement Payments	Ten (10) calendar days after the Defendant makes all the necessary payments into the Qualified Settlement Fund
Uncashed Checks Become Void	180 calendar days after mailing of the Individual Settlement Payment Checks to Class Members

5. SETTLEMENT COMPONENTS

5.1 The Settlement shall have five components: (1) the Individual Settlement Allocations; (2) the Fee and Expense Award; (3) the Administration Costs; (4) the PAGA Payment; and (5) the Service Awards. All of these components are included in the Gross Settlement Sum.

(a) **Escalation of Gross Settlement Sum:** Defendant’s time and pay records shall be determinative for purposes of calculating the number of workweeks during the Class Period, and number of pay periods during the PAGA Period. If the number of workweeks worked during the Class Release Period increases by more than 10% over the current estimate (i.e., that is above 33,000 workweeks) at the time Defendant provides class data to the settlement administrator for dissemination of settlement notices, Defendant shall have the option to either cut off the Class Period, Class Release Period, or PAGA Period as of the date that there are 33,000 workweeks worked during the Class Release Period or increase the Gross Settlement Sum on a proportional basis equal to the percentage increase in the workweeks above the 10% (i.e., if there is a 11%

increase in the number of workweeks during the Class Release Period, Defendant will have the option to increase the Gross Settlement Sum by 1%). Should Defendant seek to exercise its option to cut off the Class Period, Class Release Period, or PAGA Period on the date that there are 33,000 workweeks, Defendant may only do so at least seven (7) days prior to the deadline for Plaintiffs to file moving papers seeking preliminary approval of the Class Action settlement.

(b) **Payroll Taxes:** The Gross Settlement Sum does not include the employer's share of payroll taxes, which shall be paid by Defendant separate and apart from the Gross Settlement Sum. The payroll taxes will be computed by the Settlement Administrator based on the amounts paid to the participating Class Members. The Settlement Administrator shall be responsible for making all necessary payments and government filings in connection with such payments.

(c) **Individual Settlement Payments:** Administrator shall have the authority and obligation to calculate the amounts of Individual Settlement Payments in accordance with the methodology set forth in this Stipulation of Settlement and orders of the Court. The Parties agree that the formula for the Individual Settlement Payments to Class Members provided herein is reasonable and that the payments provided herein are designed to provide a fair settlement to such persons, in light of the uncertainties of the damages and penalties alleged to be owed to the Class and the calculation of such amounts.

(i) The Parties agree that Class Members will not have to submit a claim form in order to participate in the Settlement. Each Class Member who does not timely submit a Request for Exclusion will be mailed a check representing his or her Individual Settlement Payment for Class Released Claims.

(ii) **Distribution Formula for Settlement Class:** The Parties agree that the Net Settlement Fund will be distributed to Settlement Class Members for their Individual Settlement Payments on a pro rata basis according to the number of workweeks each Class Member worked during the Class Release Period. Thus, participating Class Members shall be allocated a pro-rata share of the Net Settlement Sum based on the ratio of the number of each Class Member's workweeks to the total number of workweeks for all Class Members and multiplying this result by the Net Settlement Sum. The administration shall use the following formula when calculating Individual Settlement Payments: **Net Settlement Amount x (Participating Class Member's Individual Number of Workweeks/Total Number of Workweeks for All Participating Class Members) = Portion of the Individual Settlement Payment Attributable to Class Released Claims.** For participating Class Members who are also members of the Waiting Time Penalties Subclass, an additional four workweeks shall be added to that participating Waiting Time Penalties Subclass Member's total of workweeks for purposes of this calculation. The additional workweeks added to a Waiting Time Penalties Subclass Member's workweeks total shall be used only for the purposes of calculating Class Member's Individual Settlement Payments and shall not be counted as actual workweeks worked by Class Members for the purposes of the Escalator Clause in paragraph 5.1(a).

(iii) **Distribution Formula for PAGA Employees:** As to PAGA Employee Allocation (the 25% of the PAGA Payment to be distributed to PAGA Employees or \$10,000.00), each PAGA Employee shall receive a pro rata portion according to the number of

pay periods each PAGA Employee worked during the PAGA Period. Thus, PAGA Employees shall be allocated a pro rata share of the PAGA Employee Allocation based on the ratio of the number of each PAGA Employees pay periods during the PAGA Period to the total number of pay periods for all PAGA Employees and multiplying this result by the PAGA Employee Allocation. The administration shall use the following formula to determine each PAGA Employee's portion of the PAGA Employee Allocation: **PAGA Employee Allocation x (PAGA Employee's Individual Number of Pay Periods/Total Number of Pay Periods for All PAGA Employees) = Portion of the Individual Settlement Payment Attributable to PAGA Released Claims.** Each PAGA Employee shall receive a distribution of the PAGA Employee Allocation, regardless of whether or not the PAGA Employee seeks exclusion from the class action portion of the Settlement.

(iv) Each Class Member and PAGA Employee mailed an Individual Settlement Payment will have one hundred eighty (180) calendar days from the date of the mailing of the Settlement Payment check to cash the check. The checks will state they are void if not cashed within 180 calendar days of mailing. The right of any Class Member to receive any settlement payment shall be conditioned upon his or her cashing the settlement check by the end of the 180th day after the Settlement Administrator mails any settlement check to the Class Member. Checks sent to Class Members and not cashed shall be null and void after 180 calendar days of mailing and the recipient Class Members shall thereafter have no right of any kind to receive payment. No Class Member or his or her heirs or estate shall acquire any interest in any settlement check that the Class Member does not cash by the end of the 180th day after the Settlement Administrator mails it.

(v) **Allocation of The Individual Settlement Payments.** The Parties recognize that the Individual Settlement Payments to be paid to Class Members reflect settlement of a dispute over claimed wages, interest, and penalties. Any amount attributable to the PAGA Employee Allocation shall be considered penalties. As to the remaining Individual Settlement Payments to the Settlement Class, they shall be allocated ten percent (10%) wages, forty-five percent (45%) penalties, and forty-five percent (45%) interest. The portion allocated to wages shall be reported on an IRS Form W-2, and the Settlement Administrator shall coordinate with Defendant, such that Defendant will pay the employer's portion of payroll taxes, including but not limited to FICA and FUTA, which is not part of the Gross Settlement Sum. Defendant agrees to reasonably cooperate with the Settlement Administrator to the extent necessary to determine or confirm the amount of the payroll tax payment required under this Section. The portion allocated to interest and/or statutory penalties shall be reported on an IRS Form 1099.

(vi) It shall be the responsibility of the Settlement Administrator to timely and properly withhold from Individual Settlement Payments payable to Class Members all applicable payroll and employment taxes, including all federal, state, and local income taxes, and to prepare and deliver the necessary tax documentation and, thereafter, to cause the appropriate deposits of withholding taxes and informational and other tax return filing to occur.

(vii) Each Class Member's share of all applicable payroll and employment taxes withheld and deposited with the applicable governmental authorities in accordance with this Stipulation of Settlement shall be a part of, and paid out of, the Individual Settlement Payment to each Class Member. Each Class Member will be responsible for paying all

applicable state, local, and federal income taxes on all amounts the Class Member receives pursuant to this Stipulation of Settlement.

(viii) **No Effect on Employee Benefits:** No payment made under this Agreement shall be considered as compensation for hours worked or hours paid for purposes of determining eligibility, vesting, participation, or contributions with respect to any employee benefit plan. For purposes of this Agreement, the term “benefit plan” means every ERISA “employee benefit plan,” as defined in the Employee Retirement and Income Security Act of 1974 (“ERISA”), 29 U.S.C. section 1002(3). The term also includes any 401(k) plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare, profit sharing, retirement, disability, vacation, severance, hospitalization, insurance, incentive, deferred compensation, or any other similar benefit plan, practice, program, or policy, regardless of whether any such plan is considered an ERISA employee benefit plan.

(d) **Allocation of the Remainder of The Net Settlement Sum.** This is a non-reversionary “all-in” settlement. No unclaimed amounts will revert to Defendant. Any funds associated with checks from the Net Settlement Amount that remain uncashed after 180 days shall escheat to the State of California and shall be sent by the Settlement Administrator to the State Controller’s Office, Unclaimed Property Division.

(e) **Service Award and General Release by Named Plaintiffs:** In seeking approval of the settlement, Class Counsel may petition the Court for a Service Award for each Named Plaintiff.

(i) Defendant agrees not to challenge Class Counsel’s request for Service Awards to Named Plaintiffs unless they exceed Seven Thousand Five Hundred dollars and Zero cents (\$7,500.00) per Named Plaintiff. The Service Awards will be paid in addition to Plaintiffs’ Individual Settlement Payment. The Service Awards shall not exceed Fifteen Thousand dollars and Zero cents (\$15,000.00) in total. Should the Court award less than the amount sought by Plaintiffs, the difference shall revert to the Net Settlement Fund. The amount awarded by the Court is not a material term of this Agreement.

(ii) The Service Awards are for the Class Representatives’ services and assistance to Class Members and PAGA Employees throughout the period of this litigation, and additionally, in recognition for their willingness to provide a full and separate general release of any and all claims against Defendant through the date of the execution of this Settlement, regardless of whether such claims are known and unknown, suspected or unsuspected.

(iii) Named Plaintiffs hereby release, on behalf of themselves and each of their family members, heirs, representatives, attorneys, and assigns, Released Parties from any and all claims of any nature whatsoever, fixed or contingent, known or unknown, suspected or unsuspected, including, without limitation, those related to unknown and unsuspected injuries as well as unknown and unsuspected consequences of known or suspected injuries, arising out of, or in connection with Plaintiffs’ employment with Defendant or their compensation while an employee, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law (“Plaintiffs’ Released Claims”). Except as to the claims explicitly excluded in this Agreement, Plaintiffs’ Released Claims include all claims asserted in the Action, and all

claims for unpaid or improperly paid wages, including overtime compensation and missed meal-period and rest-break wages; expense reimbursement, penalties, including, but not limited to recordkeeping penalties, pay-stub penalties, minimum-wage penalties, missed meal-period and rest-break penalties, and waiting-time penalties; and interest, attorneys' fees, and costs related thereto. Plaintiffs' Released Claims include all such claims, including but not limited to those arising under the California Labor Code; the wage orders of the California Industrial Welfare Commission; California Business and Professions Code section 17200 *et seq.*; the California common law of contract; the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. § 1001 *et seq.* Plaintiffs' Released Claims also include, but are not limited to all claims for lost wages and benefits, emotional distress, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, and wrongful termination, including, but not limited to, 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the California Fair Employment and Housing Act. This release only excludes the release of claims not permitted by law.

Named Plaintiffs expressly waive the protections of California Civil Code Section 1542. Named Plaintiffs understand and agree that claims or facts in addition to or different from those which are now known or believed by them to exist may hereafter be discovered. It is their intention to settle fully and release all of the claims they now have against the Released Parties, whether known or unknown, suspected or unsuspected. The Service Awards shall be paid to Named Plaintiffs specifically in exchange for the general release of the Released Parties from all claims.

(iv) Named Plaintiffs acknowledge they are expressly waiving any and all rights and benefits conferred by the provisions of Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

(v) Named Plaintiffs promise never to sue nor participate in any lawsuit against the Released Parties in any forum or for any reason related to the laws or theories covered by the release set forth herein. Named Plaintiffs expressly waive any rights or potential rights of recovery that they may have in a potential class, collective, or representative settlement in any actions related to the claims released herein.

(vi) Because the Service Awards represent payments to the Named Plaintiffs for their services to the Class Members, and not wages, taxes will not be withheld from the Named Plaintiff Service Awards. The Settlement Administrator will report the Service Awards on a Form 1099, which it will provide to the Named Plaintiffs and to the pertinent taxing authorities as required by law.

(vii) The Named Plaintiffs assume full responsibility for paying all taxes and penalties, if any, federal and state, due as a result of the Service Awards.

5.2 Class Counsel's Fees and Expense Award: Defendant agrees not to challenge Class Counsel's request for its Fee and Expense Award up to the maximum amount of Four Hundred Fifty Thousand dollars and Zero cents (\$450,000.00), plus an award of reasonable litigation expenses actually and necessarily incurred in the Action. Should the Fee and Expense Award approved by the Court be less than the amount sought, the difference shall be added to the Net Settlement Fund. Payment of the Fee and Expense Award to Class Counsel shall constitute full satisfaction of any obligation to pay any amounts to any person, attorney or law firm for attorneys' fees, expenses or costs in the Action, and shall relieve Defendant of any other claims or liability to any other attorney or law firm for any attorneys' fees, expenses and/or costs to which any of them may claim to be entitled on behalf of Plaintiffs and/or the Settlement Class and PAGA Employees. The amount awarded by the Court for Fees and Expenses is not a material term of this Agreement.

5.3 Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel do not intend anything contained in this Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement be relied on as such. Plaintiffs, Class Members, PAGA Employees, and Class Counsel understand and agree that, except for Defendant's payment of Employer Taxes, they will be solely responsible for correctly characterizing any compensation received by them under the Settlement, on their personal income tax returns and paying any and all taxes due for any and all amounts paid to them under the Settlement.

5.4 Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY

TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

6. RELEASE BY THE CLASS AND PAGA EMPLOYEES

6.1 Upon full payment by Defendant of the Gross Settlement Sum to the Administrator as well as the employer's share of taxes necessary to effectuate the Settlement, all members of the Settlement Class who do not opt out of the Settlement, and Plaintiffs, shall release Released Parties from any and all Class Released Claims arising during the Class Release Period.

6.2 Upon full payment by Defendant of the Gross Settlement Sum to the Administrator as well as the employer's share of taxes necessary to effectuate the Settlement, all PAGA Employees, and Plaintiffs and the State of California (through Plaintiffs as Private Attorneys General), shall release Released Parties from any and all PAGA Released Claims arising during the PAGA Period.

7. VOIDING THE AGREEMENT

7.1 In the event of any of the following: (i) the Court does not approve the scope of the Class Released Claims, (ii) the Court requires a change to a material term of this Agreement, (iii) the Court finds the Gross Settlement Sum is insufficient to warrant approval, or (iv) five percent (5%) or more of Class Members opt out of the Settlement, Defendant may elect to reject this Settlement and the Settlement shall be null and void. If a Class Member opting out this Settlement has contractually released all the claims alleged in this Action as a result of participation in a prior settlement, said Class Member will not count toward the threshold necessary to void this settlement. If Defendant elects to void the Settlement, the Class Members and Defendant shall be returned to their respective statuses as of the date immediately prior to the execution of this Settlement. In the event an appeal is filed from the Final Approval Order and Judgment, or any other appellate review is sought prior to the Payment Obligation, administration of the Settlement, including disbursement of any payments of any settlement amounts, shall be stayed pending final resolution of the appeal or other appellate review.

8. PUBLICITY

8.1 Neither Plaintiffs nor Class Counsel will publicize this Settlement by name (*i.e.*, identifying (i) Defendant by name, or (ii) its industry (security) and location whether through a press release, posting on counsels' website, social media or any other public means. Nothing in this provision is intended to prevent Plaintiffs from discussing this settlement with their spouse, attorneys, or tax advisors. Nothing in this provision is intended to prevent Class Counsel from citing the Settlement in this case as evidence supporting their competence as counsel in wage/hour and/or class action matters in public court filings nor affects in any way the ability of Class Counsel to communicate with Class Members in this case or the Court in which this Action is pending.

9. PARTIES' AUTHORITY

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

10. ATTORNEYS' FEES AND COSTS

10.1 Except as expressly provided herein, Defendant and Plaintiffs shall each bear their own attorneys' fees and costs.

11. MUTUAL FULL COOPERATION

11.1 The Parties and their counsel agree to fully cooperate with each other to accomplish the terms of this Settlement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set forth herein. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions or actions that may become necessary to effectuate the terms of this Settlement, the Parties shall seek the assistance of the Court or the Mediator to resolve such disagreement.

12. NO ADMISSION

12.1 Nothing contained herein, nor the consummation of this Settlement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Each of the Parties hereto has entered into this Settlement with the intention of avoiding further disputes and litigation with the attendant risk, inconvenience and expenses. This Settlement is a settlement document and shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408 and/or any other similar law, be inadmissible as evidence in any proceeding, except an action or proceeding to approve the settlement, and/or interpret or enforce this Settlement.

13. CONSTRUCTION

13.1 The Parties hereto agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Settlement shall not be construed in favor of or against any of the Parties by reason of the extent to which any Party or his or its counsel participated in the drafting of this Settlement.

14. JURISDICTION OF THE COURT

14.1 Except for those matters to be resolved by the Settlement Administrator as expressly stated, any dispute regarding the interpretation or validity or otherwise arising out of this Settlement, or relating to the Actions or the Class Released Claims, shall be subject to the exclusive jurisdiction of the Court, and the Plaintiffs, Class Members and Defendant agree to submit to the personal and exclusive jurisdiction of the Court. The Court shall retain jurisdiction solely with respect to the interpretation, implementation, and enforcement of the terms of this Settlement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit

to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Settlement and all orders and judgments entered in connection therewith.

15. CALIFORNIA LAW GOVERNS

15.1 All terms of this Settlement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California, regardless of its conflict of laws.

16. INVALIDITY OF ANY PROVISION

16.1 The Parties request that before declaring any provision of this Stipulation of Settlement invalid, the Court shall first attempt to construe all provisions valid to the fullest extent possible consistent with applicable precedents.

17. AMENDMENT OR MODIFICATION

17.1 This Settlement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

18. ENTIRE AGREEMENT

18.1 This Settlement, including Exhibits attached hereto, contains the entire agreement between the Parties. All prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party’s legal counsel, including the Memorandum of Agreement between the Parties, are merged herein.

19. INTERIM STAY OF PROCEEDINGS

19.1 The Parties agree to hold in abeyance all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the final approval hearing to be conducted by the Court.

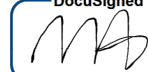
20. COUNTERPARTS

20.1 This Settlement may be executed in counterparts, and when each of the Parties has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully signed Settlement, which shall be binding upon and effective as to all Parties.

IT IS SO AGREED.

Dated: 6/11/2024

PLAINTIFF:
DocuSigned by:



86F57DD4622E497
MARIO ARREDONDO JR.

Dated: 6/18/2024 _____

PLAINTIFF:

DocuSigned by:

Miguel Rivera

117717ABB85E46C

MIGUEL RIVERA

Dated: _____

DEFENDANT:

PINKERTON CONSULTING &
INVESTIGATIONS, INC.

By: _____

Adam Bloomenstein
General Counsel

Dated: _____

PLAINTIFF:

MIGUEL RIVERA

Dated: 6/17/2024

DEFENDANT:

PINKERTON CONSULTING &
INVESTIGATIONS, INC.

By: _____
Adam Bloomenstein
General Counsel

DocuSigned by:
Adam Bloomenstein
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EXHIBIT A

COURT APPROVED NOTICE OF CLASS AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Mario Arredondo, et al. v. Pinkerton Consulting & Investigations, Inc.

Superior Court of California, County of San Diego, Case No. 37-2022-00025166-CU-OE-CTL

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employment class action Settlement resulting from a lawsuit (“Action”) against Pinkerton Consulting & Investigations, Inc. (“Pinkerton”) for alleged wage and hour violations. The Action was filed by former Pinkerton employees, Mario Arredondo, Jr. and Miguel Rivera (collectively “Plaintiffs”) and seeks payment for a class of employees who worked for Pinkerton in California in the following job titles: Emergency Response Agent; Executive Protection Agent; Executive Protection Driver; Executive Security Agent; Lead Agent; Patrol Agent; Residential Surveillance Agent; Security Agent; Executive Driver; Lead Executive Driver; Lead Security Driver; and Security Driver (“Class Members”) at any time during the Class Period (between April 23, 2021 and [date]). The Action seeks payment of unpaid wages, meal and rest premiums, reimbursement, and statutory penalties for alleged violations of California law that occurred from June 27, 2018 to [date] (“Class Release Period”).

The Action also seeks penalties under the California Private Attorneys General Act (“PAGA”) for all employees who worked for Pinkerton during the PAGA Period (April 23, 2021 through [date]) in the same job titles described above (“PAGA Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Pinkerton to fund Individual Settlement Payments, and (2) a PAGA Settlement requiring Pinkerton to fund Individual PAGA Payments and pay monies to the California Labor and Workforce Development Agency (“LWDA”).

Based on Pinkerton’s records, and the Parties’ current assumptions, **your Individual Settlement Payment is estimated to be \$[Est. Settlement Amount] (less withholding)**. The actual amount you may receive may be different and will depend on a number of factors.

The above estimates are based on Pinkerton’s records showing that **you worked [# of weeks] workweeks** during the Class Release Period and **you worked [# of pay periods] pay periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Pinkerton to make payments under the Settlement and requires Class Members and PAGA Employees to give up their rights to assert certain claims against Pinkerton.

If you worked for Pinkerton during the Class Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Settlement Payment. However, as a Participating Class Member, you will give up your right to assert the released wage and hour claims that accrued during the Class

Release Period against Pinkerton.

- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue the released claims that accrued during the Class Release Period against Pinkerton. You cannot, however, opt-out of the PAGA portion of the proposed Settlement.

Pinkerton will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>You Don't Have to Do Anything to Participate in the Settlement</p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Settlement Payment. In exchange, you will give up your right to assert the wage claims against Pinkerton that are covered by this Settlement (Released Claims).</p>
<p>You Can Opt-out of the Class Settlement</p> <p>The Opt-out Deadline is [45 Days After Mailing]</p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Settlement Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p>
<p>Participating Class Members Can Object to the Class Settlement</p> <p>Written Objections Must be Submitted by [45 Days After Mailing]</p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. See Section 7 of this Notice.</p>
<p>You Can Participate in the [FAH Date] Final Approval Hearing</p>	<p>The Court's Final Approval Hearing is scheduled to take place on [FAH Date]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. See Section 8 of this Notice.</p>
<p>You Can Challenge the Calculation of Your Workweeks</p> <p>Written Challenges Must be Submitted by [45 Days After Mailing]</p>	<p>The amount of your Individual Settlement Payment depends on how many workweeks you worked during the Class Release Period. The number of Class Release Period Workweeks you worked according to Pinkerton's records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by [45 Days After Mailing]. See Section 4 of this Notice.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Pinkerton. The Action accuses Pinkerton of violating California labor laws by: violating Labor Code sections 510 and 1198 (unpaid overtime), violating Labor Code sections 226.7 and 512(a) (unpaid meal period premiums), violating Labor Code section 226.7 (unpaid rest period premiums), violating Labor Code sections 1194 and 1197 (unpaid minimum wages), violating Labor Code sections 201 and 202 (final wages not timely paid), violating Labor Code section 226(a) (non-compliant wage statements), violating Labor Code section 1174 (non-compliant employment records), violating Labor Code section 2802 (unreimbursed business expenses), and violating Business & Professions Code section 17200, *et seq.* Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”).

Plaintiffs are represented by the following attorneys (collectively referred to as “Class Counsel”) in the Action: Nathan J. Reese and Allison E. Schubert of GrahamHollis, APC.

Pinkerton strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws. Pinkerton has entered into the Settlement solely for the purposes of resolving this dispute and has agreed to settle the case as part of a compromise with Plaintiffs. By agreeing to settle, Pinkerton is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Pinkerton or Plaintiffs are correct on the merits of Plaintiffs’ claims. In the meantime, Plaintiffs and Pinkerton hired an experienced, neutral mediator to preside over a mediation in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Pinkerton have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Pinkerton does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Pinkerton has agreed to pay a fair, reasonable and adequate amount considering the strengths and weaknesses of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Pinkerton will pay \$1,350,000.00 as the Gross Settlement Amount (GSA). Pinkerton has agreed to deposit the GSA into an account controlled by the Administrator of the Settlement. The Administrator will use the GSA to pay the Individual Settlement Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”).
2. Assuming the Court grants Final Approval and no objections are received, Pinkerton will fund the Settlement by transferring the GSA to the Administrator within ten (10) days following Final

Approval. The Administrator will then be responsible for calculating and mailing Individual Settlement Payments within ten (10) days following the funding of the Settlement.

To ensure you receive a payment, it is essential that you inform the Administrator (identified in Section 9 of this notice) about any changes to your mailing address that occur at any time prior to the mailing of the settlement payments.

3. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the GSA, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$450,000.00 (one-third or 1/3 of the GSA) to Class Counsel for attorneys' fees and up to \$19,000.00 for their litigation expenses. To date, Class Counsel has worked and incurred expenses on the Action without payment.
 - B. Up to \$15,000.00 to Class Representatives (up to \$7,500.00 for each of the Class Representatives) for Service Awards for filing the Action, working with Class Counsel and representing the Class and PAGA Employees. A Service Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Settlement Payments and any Individual PAGA Payments.
 - C. Up to \$6,990.00 to the Administrator for services administering the Settlement.
 - D. Up to \$40,000.00 for PAGA Penalties, with 75% (\$30,000.00) to be paid to the California Labor and Workforce Development Agency ("LWDA"), and the remaining twenty-five (25%) (\$10,000.00) to be paid to covered employees based on the number of pay periods they worked for during the PAGA Period.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

4. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement Sum") by making Individual Class Payments to Participating Class Members based on their Class Release Period Workweeks.
5. Taxes Owed on Payments to Class Members. Plaintiffs and Pinkerton are asking the Court to approve an allocation of ten percent (10%) of each Individual Class Payment to taxable wages ("Wage Portion") and ninety percent (90%) to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Pinkerton will separately pay employer payroll taxes it owes on the Wage Portion, and the Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the payments attributable to PAGA and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Pinkerton have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

6. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Settlement Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be distributed to the California State Controller's Office, Unclaimed Property Division.
7. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [45 Days After Mailing], that you wish to opt-out. If you wish to exclude yourself from the settlement, you must notify the Administrator by sending a written and signed Request for Exclusion by the [45 Days After Mailing] Response Deadline. The Request for Exclusion should be a letter from you or your representative setting forth your name and signature, the last four digits of your Social Security Number and the following statement or something similar to, "I request to be excluded from the class action proceedings in the matter of *Mario Arredondo, et al. v. Pinkerton Consulting & Investigations, Inc.* currently pending in the California Superior Court, County of San Diego." Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Pinkerton.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Pinkerton based on the facts alleged in the Action during the PAGA Period.

8. Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Pinkerton has fully funded the GSA and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement ("Released Class Claims"). This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Pinkerton or related entities alleging the Released Class Claims during the Class Release Period as alleged in the Action and resolved by this Settlement.

"Released Class Claims" means any and all claims and damages arising from any of the facts alleged in operative Complaint during the Class Release Period for damages or that could have been raised in the operative Complaint, including alleged violation of the California Business and Professions Code sections 17200, et seq. for, *inter alia*, failure to pay overtime and minimum wages, failure to pay all regular rate wages due, provide meal and rest periods and associated premium payments, timely pay of wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, failure to reimburse for business expenses, and alleged unfair business practices stemming from these alleged Labor Code violations.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Pinkerton has paid the GSA, all PAGA Employees (i.e. all current and former non-exempt employees in the specified positions who worked for Pinkerton in the State of California at any time from April 23, 2021 through [date]) will also be barred from asserting PAGA Released Claims against Pinkerton, regardless whether or not they exclude themselves from the Settlement. This means that all current and former non-exempt employees in the specified positions who worked for Pinkerton in the State of California

at any time from April 23, 2021 through [date], including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Pinkerton based on the facts alleged in the Action and resolved by this Settlement.

“Released PAGA Claims” means all claims for penalties under PAGA from April 23, 2021 through [date] that were or could have been alleged in the Action based on the facts or claims alleged in any version of the complaint or enumerated in the LWDA Letters irrespective of the underlying theory of recovery supporting the claim for PAGA penalties.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Sum by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$10,000.00 by the total number of PAGA Pay Periods worked by all PAGA Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Release Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Pinkerton’s records, are stated in the first page of this Notice. You have until **45 Days After Mailing** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator’s contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Pinkerton’s calculation of Workweeks and/or Pay Periods based on Pinkerton’s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Pinkerton’s Counsel. The Administrator’s decision is final. You cannot appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who does not opt-out) including those who also qualify as PAGA Employees. Said check shall include the portion of the settlement for Released Class Claims as well as Released PAGA Claims.

Non-Participating Class Members. If you are a Non-Participating Class Member (i.e., a Class Member who timely opts-out of the class settlement) and also a PAGA Employee, the Administrator will send, by U.S. mail, a single Individual PAGA Payment to you for releasing PAGA Released Claims.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator’s contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, the last four digits of your social security number, and a simple statement that you do not want to participate in the Settlement such as the following: “I request to be excluded from the class action proceedings in the matter of *Mario Arredondo, et al. v. Pinkerton Consulting & Investigations, Inc.* currently pending in the California Superior Court, County of San Diego.” Be sure to personally sign your request, identify the Action, and include your identifying information (full name, address, telephone number, social security number, and date). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [45 Days After Mailing], or it will be invalid.** Section 9 of the Notice has the Administrator’s contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Pinkerton are asking the Court to approve. At least 16 days before the [FAH Date] Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Awards stating (i) the amount Class Counsel is requesting for attorneys’ fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can view them on the Court’s website (<https://www.sdcourt.ca.gov/sdcourt/civil2>), clicking “View a Case File,” and entering the case number (37-2022-00025166-CU-OE-CTL).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is [45 Days After Mailing].** Be sure to tell the Administrator what you object to, why you object, any facts and reasoning that support your objection, as well as any documentation supporting your objection. Make sure you identify the Action *Mario Arredondo, et al. v. Pinkerton Consulting & Investigations, Inc.* and include your name, current address, telephone number, and sign the objection. Section 9 of this Notice has the Administrator’s contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don’t have to, attend the Final Approval Hearing on [FAH Date] at [time] in Department 71 of the San Diego Superior Court, located at Hall of Justice, 330 W Broadway, San Diego, CA 92101. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comments from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually attend the hearing. Check the Court’s website for the most current information at <https://www.sdcourt.ca.gov/virtualhearings>.

It’s possible the Court will reschedule the Final Approval Hearing. You should check the San Diego

Superior Court's website (<https://www.sdcourt.ca.gov/sdcourt/civil2>) and enter the case number (37-2022-00025166-CU-OE-CTL) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Settlement Agreement sets forth everything Pinkerton and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Settlement Agreement, the Judgment or any other Settlement documents is to go to Apex Class Action LLC's website at [\[insert\]](#). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website Court's website by going to <https://www.sdcourt.ca.gov/sdcourt/civil2>, clicking "View a Case File," and entering the case number (37-2022-00025166-CU-OE-CTL). You can also personally review court documents in the Civil Business Office at Hall of Justice, 330 W Broadway, San Diego, CA 92101. For more information, including regular business hours, go to: <https://www.sdcourt.ca.gov/sdcourt/civil2/civillocations>.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorneys: Nathan J. Reese
Allison E. Schubert
Name of Firm: **GrahamHollis APC**
Mailing Address: 3555 Fifth Ave, San Diego, CA 92115
Email Address: aschubert@grahamhollis.com
Telephone: 619-436-5592
Fax Number: 619-692-0822

Settlement Administrator:

Name of Company: Apex Class Action LLC
Email Address: [\[Email Address of Case Manager\]](#)
Mailing Address: **TBD**
Telephone: **TBD**
Fax Number: **TBD**

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.