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[ADDITIONAL COUNSEL ON NEXT PAGE]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN

VICTOR RIMEY, an individual, and DENNIS DESHAWN DAVIS, an individual, and on behalf of all others similarly situated,

Plaintiffs,

v.

IRON MOUNTAIN SECURE SHREDDING, INC., a Delaware corporation; IRON MOUNTAIN INCORPORATED, a Delaware corporation; IRON MOUNTAIN INFORMATION MANAGEMENT SERVICES, INC., a Delaware corporation; IRON MOUNTAIN DATA CENTERS, LLC, a Delaware limited liability company; IRON MOUNTAIN DATA CENTERS SERVICES, LLC, a Delaware limited liability company; IRON MOUNTAIN INFORMATION MANAGEMENT, LLC, a Delaware limited liability company; and DOES 1 through 10 inclusive,

Defendants.

Case No. STK-CV-UOE-2024-12333

**JOINT STIPULATION AND SETTLEMENT AGREEMENT OF CLASS ACTION AND REPRESENTATIVE CLAIMS**

[ASSIGNED FOR ALL PURPOSES TO JUDGE GEORGE J. ABDALLAH]

Trial Date: Not Set
Complaint Filed: September 24, 2024

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This Joint Stipulation and Settlement Agreement of Class Action and Representative Action Claims ("Stipulation of Settlement" or "Settlement" or "Settlement Agreement") is made and entered into by and between Plaintiffs VICTOR RIMEY and DENNIS DESHAWN DAVIS ("Named Plaintiffs") and Defendants IRON MOUNTAIN SECURE SHREDDING, INC.; IRON MOUNTAIN INCORPORATED; IRON MOUNTAIN INFORMATION MANAGEMENT SERVICES, INC.; IRON MOUNTAIN DATA CENTERS, LLC; IRON MOUNTAIN DATA CENTERS SERVICES, LLC; AND IRON MOUNTAIN INFORMATION MANAGEMENT, LLC (together "Defendants") (Named Plaintiffs and Defendants are referred to together as the "Parties").

THE PARTIES STIPULATE AND AGREE as follows:

## DEFINITIONS

1. "**Court**" means the Superior Court of the State of California for the County of San Joaquin.

2. "**Defendants' Counsel**" means Elizabeth Staggs-Wilson, Esq., James Payer, Esq., and Greg Alonge, Esq. of Littler Mendelson, P.C.

3. "**Effective Date**" shall have the meaning ascribed to it in Paragraph 38 below.

4. "**Enhancement Awards**" means the payments made to Named Plaintiffs in their capacity as class representatives, which sum is over and above their Individual Settlement Payment.

5. "**Escalator Amount**" means the amount Defendants will pay in addition to the Gross Settlement Amount if the total number of Workweeks exceeds 120,000 Workweeks by 10% or more (*e.g.*, the Workweek count is greater than 132,000 Workweeks) and if Defendants elect to (1) increase the Gross Settlement Amount proportionately for each additional Workweek over 132,000 Workweeks rather than (2) select an end date for the Settlement Class Period and PAGA Period wherein the total number of Workweeks is less than or equal to 132,000 Workweeks.

6. "**Final Approval Hearing**" means the hearing whereat the Court shall consider, without limitations, any timely objections to the Settlement from Settlement Class Members, testimony from the Parties or their counsel, declarations regarding the claims process from the Settlement Administrator, and otherwise make a final determination regarding the fairness of the Settlement as set forth herein.

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7. "**Final Order and Judgment**" means the Final Order Approving Class Action and PAGA Settlement and Judgment in a form to be agreed upon by the Parties and approved by the Court.

8. "**Gross Settlement Amount**" means Five Hundred Twenty-Five Thousand Dollars and Zero Cents ($825,000.00), which is the maximum amount that Defendants will pay pursuant to this Settlement, excluding Defendants' share of payroll taxes and the Escalator Amount, if any, which shall be paid by Defendants separately and in addition to the Gross Settlement Amount.

9. "**Individual Settlement Payment**" means the portion of the Net Settlement Amount payable to a Qualified Class Member.

10. "**LWDA**" means the California Labor & Workforce Development Agency.

11. "**Operative Complaint**" means the Amended Complaint filed by Named Plaintiffs in the Lawsuit on December 23, 2025.

12. "**Net Settlement Amount**" has the meaning ascribed to it in Paragraph 41, below.

13. "**Notice**" or "**Class Notice**" means the Notice of Pendency of Class Action in substantially the form attached hereto as **Exhibit A**, and as approved by the Court.

14. "**PAGA Employees**" means the Settlement Class Members who worked at any time in California during the PAGA Period.

15. "**PAGA Employee Payment**" means the payment issued to each PAGA Employee for his/her/their share of the PAGA Payment.

16. "**PAGA LWDA Payment**" means the portion of the PAGA Payment issued to the State of California Labor and Workforce Development Agency ("LWDA").

17. "**PAGA Notice**" means Named Plaintiffs' Notices of Labor Code Violations California Labor Code Sections 2698 *et. seq.* that was sent to the California Labor and Workforce Development Agency on or about June 4, 2024 by Plaintiff Davis and September 24, 2024 by Plaintiff Rimey and was subsequently amended on July 18, 2025.

18. "**PAGA Payment**" means the PAGA LWDA Payment and the PAGA Employee Payments, which are made in settlement of all claims for PAGA penalties

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19. "**PAGA Period**" means the time period from June 4, 2023 to the date of preliminary approval, or an earlier date pursuant to Defendants' election under the escalator provision in Paragraph 38(a) herein.

20. "**Qualified Class Members**" means the Settlement Class Members who did not opt out of the Settlement Agreement and who will receive a share of the Net Settlement Amount.

21. "**Released Parties**" collectively shall encompass Defendants Iron Mountain Incorporated; Iron Mountain Information Management Services, Inc.; Iron Mountain Data Centers, LLC; Iron Mountain Data Centers Services, LLC; and Iron Mountain Information Management, LLC, and any of their past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with them.

22. "**Settlement Administrator**" means Apex Class Action, LLC.

23. "**Settlement Class Counsel**" means Thiago Coelho, Lauren Lendzion, Jesenia Martinez, and Jesse Chen of Wilshire Law Firm, PLC and David Bibiyan and Jason Rothman of Bibiyan Law Group, P.C.

24. "**Settlement Class Members**" means all non-exempt, hourly-paid employees of Defendants who worked in California at any time from September 1, 2022 through the date of Preliminary Approval or an earlier date pursuant to Defendants' election under the escalator provision in Paragraph 38(a) herein.

25. "**Settlement Class Period**" means the time period from September 1, 2022 to the date of preliminary approval, or an earlier date pursuant to Defendants' election under the escalator provision in Paragraph 38(a) herein.

26. "**Lawsuit**" means the action entitled *Rimey, et al. v. Iron Mountain Iron Mountain Secure Shredding, Inc., et al.*, pending in San Joaquin County Superior Court, Case No. STK-CV-UOE-2024-12333.

27. "**Workweeks**" means any week where a Settlement Class Member performed work for Defendants in California.

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## RECITALS

28. On July 11, 2025, following exchange and extensive review of relevant documents and class data, the Parties engaged in a full-day mediation with experienced wage and hour class action mediator Tripper Ortman, Esq. The mediation was successful and the Parties negotiated with the assistance of the mediator and reached this settlement.

29. Defendants deny any liability or wrongdoing of any kind whatsoever associated with the claims in the Lawsuits, and further denies that, for any purpose other than settling the Lawsuit, class action or representative treatment is appropriate for the Lawsuit.

30. It is the Parties' desire to fully, finally, and forever settle, compromise, and discharge all disputes and claims alleged in the Lawsuit.

31. It is the Parties' intention that this Stipulation of Settlement shall constitute a full and complete settlement and release of all Released Claims (as defined in Paragraphs 61, 62, and 63) against all Released Parties.

32. It is the Parties' intention that this Settlement shall not become effective until the Effective Date, as defined in Paragraph 38, below.

33. Settlement Class Counsel have conducted a thorough investigation into the facts of the Lawsuit, including an extensive review of relevant documents and data, and have diligently pursued an investigation of the Settlement Class Members' claims against Defendants. Based on its and their own independent investigation and evaluation, Settlement Class Counsel are of the opinion that the Settlement with Defendants is fair, reasonable and adequate and is in the best interest of the Settlement Class Members in light of all known facts and circumstances, including the risks of significant delay, the class not being certified, and the defenses asserted by Defendants. Defendants and Defendants' Counsel also agree that the Settlement is in the best interests of the Settlement Class Members. Counsel for the Parties further agree that the Settlement is fair, reasonable and adequate with respect to civil penalties sought pursuant to PAGA.

34. The Parties agree to cooperate and take all steps necessary and appropriate to consummate this settlement in accordance with the terms of this Stipulation of Settlement.

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## TERMS OF SETTLEMENT

35. In consideration of the mutual covenants, promises and agreements set forth herein, the Parties agree, subject to the Court's approval, to the terms herein.

36. It is agreed by and between Named Plaintiffs and Defendants that the Lawsuit and any claims, demands, liabilities, penalties, damages or causes of action of any kind whatsoever claimed by Named Plaintiffs on behalf of themselves, the Settlement Class Members, and/or the PAGA Employees arising out of the disputes which are the subject of the Lawsuit, be settled and compromised, subject to the terms and conditions set forth in this Stipulation of Settlement and the Court's approval.

37. Effective Date: The Settlement embodied in this Stipulation of Settlement shall become effective when all of the following events have occurred ("Effective Date"): (i) this Stipulation of Settlement has been executed by Named Plaintiffs and Defendants; (ii) the Court has given preliminary approval to the Settlement; (iii) the Notice has been sent to the Settlement Class Members, providing them the opportunity to object to the Settlement, and the opportunity to opt out of the Settlement; (iv) the Notice has been sent to the LWDA; (v) the Court has held a formal fairness hearing and entered the Court's Final Order and Judgment; and (vi) the later of the following events: five (5) calendar days after the period for filing any appeal, writ, or other appellate proceeding opposing the Final Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed, *i.e.*, 65 days from the date the Court grants final approval and enters judgment, and notice of entry of judgment is served; or, if any appeal, writ, or other appellate proceeding opposing final approval has been filed within that timeframe; five (5) business days after any appeal, writ, or other appellate proceedings opposing the Settlement has finally and conclusively dismissed with no right to pursue further remedies or relief. If the Court declines to approve the Settlement, the entire Stipulation of Settlement is deemed void and unenforceable as if no settlement of any claim was ever reached. All negotiations, statements and proceedings and data relating thereto shall be protected by California Evidence Code § 1152 and shall be without prejudice to the rights of any of the Parties.

38. Gross Settlement Amount: To implement the terms of this Settlement, Defendants agree to pay a maximum total payment of Eight Hundred Twenty-Five Thousand Dollars and Zero

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Cents ($825,000.00), which includes payments to Settlement Class Members (excluding any appropriate and lawfully required employer-side payroll taxes owed by, Defendants on such payments and the Escalator Amount if Defendants elect to invoke it per paragraph 38(a), which Defendants shall be separately responsible for apart from the Gross Settlement Amount), Enhancement Award to the Named Plaintiffs, the PAGA Payment, the Settlement Administrator's fees and costs, approved attorneys' fees and litigation costs, and any other payments provided by this Settlement. Except as otherwise specified herein, including paragraph 38(a), Defendants shall not be required to pay any additional monies beyond the amount of the Gross Settlement Amount other than the employer-side payroll taxes and the Escalator Amount, if any. Further, no portion of the Gross Settlement Amount and the Escalator Clause, if any, shall revert to Defendants, and any amount of the Gross Settlement Amount and the Escalator Clause, if any, not required for paying the above-referenced amounts shall be paid to the Qualified Class Members on a pro rata basis according to the formula contained herein.

a. Defendants represent that the total number of Workweeks worked by Settlement Class Members as of July 11, 2025, is approximately 120,000 Workweeks. If the total number of Workweeks exceeds this total by 10% or more (*e.g.*, the Workweek count is greater than 132,000 Workweeks) for the Settlement Class Period, Defendants shall have the following options:

i. Pay the Escalator Amount, which is calculated by increasing the Gross Settlement Amount proportionately for each additional Workweek over 132,000 Workweeks (for example, if the Workweek count is 11% higher than 120,000 Workweeks, *i.e.*, the Workweek count is 133,200 Workweeks, the Escalator Amount will equal 1% of the Gross Settlement Amount, *i.e.*, $8,250); or

ii. Select an end date for the Settlement Class Period and PAGA Period wherein the total number of Workweeks is less than or equal to 132,000 Workweeks.

39. Tax Treatment of the Gross Settlement Amount: The Parties agree that the Gross Settlement Amount, including the Escalator Amount, if any, will qualify as a settlement fund pursuant to the requirements of section 468(B)(g) of the Internal Revenue Code of 1986, as amended, and

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section 1.468B-1 *et seq.* of the income tax regulations. Furthermore, the Settlement Administrator is hereby designated as the "Administrator" of the qualified settlement funds for purposes of section 1.46B-2(k) of the income tax regulations. As such, all taxes imposed on the gross income of the Gross Settlement Amount, including the Escalator Amount, if any, and any tax-related expenses arising from any income tax return or other reporting document that may be required by the Internal Revenue Service or any state or local taxing body will be paid from the Gross Settlement Amount.

40. Funding of Gross Settlement Amount: Within thirty (30) calendar days of the Effective Date, Defendants shall transfer to the Settlement Administrator an amount equal to the Gross Settlement Amount and the Escalator Amount, if any, plus the employer's share of payroll taxes. The delivery of these sums and the employer's share of payroll taxes to the Settlement Administrator shall constitute full and complete discharge of the entire obligation of Defendants under this Settlement. Once Defendants have made such payments, they will be deemed to have satisfied all terms and conditions under this Settlement, shall be entitled to all protections afforded to Defendants under this Settlement, and shall have no further obligations under the terms of the Settlement regardless of what occurs with respect to those sums.

41. Allocation of the Gross Settlement Amount: After the deduction of the amounts approved for the Enhancement Awards to the Named Plaintiffs, the PAGA Payment, the Settlement Administrator's costs, Settlement Class Counsel's fees and expenses from the Gross Settlement Amount, including the Escalator Amount, if any, the remainder shall be referred to as the Net Settlement Amount.

a. The Net Settlement Amount shall be divided among the Qualified Class Members on a pro-rata basis, based upon the following:

i. Each Qualified Class Member's Workweek count, which shall be the sum of the total number of Workweeks the Qualified Class Member worked during the Settlement Class Period;

ii. Divided by the combined sum of all Qualified Class Members' Workweek counts; and

iii. Multiplied by the value of the Net Settlement Amount.

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b. The Parties agree that if any Qualified Class Member disputes the basis for determining their share of the Settlement, Defendants' records shall presumptively control unless the Qualified Class Member can produce documentation evidence of other workweeks worked during the relevant time period. The Parties further agree that any dispute that cannot be resolved by Settlement Class Counsel and Defendants' Counsel may be brought before the Court before final approval of the Class Settlement.

c. To the extent that amounts for attorneys' fees and costs and the Enhancement Awards outlined below are not approved by the Court, such amounts will be reallocated to the Net Settlement Amount unless allocated otherwise by agreement of the Parties, with approval of the Court.

d. The Parties agree that all of the Net Settlement Amount distributed to each Qualified Class Member will be allocated as follows: twenty percent (20%) as alleged unpaid wages and eighty percent (80%) as alleged penalties and unpaid interest. The Settlement Administrator will issue an IRS W-2 to each Qualified Class Member for the portion of each Individual Settlement Payment allocated as alleged unpaid wages and subject to applicable tax withholdings. The Settlement Administrator shall issue an IRS Form 1099-MISC to each Qualified Class Member for the portion of each Individual Settlement Payment allocated as alleged unpaid non-wage penalties and interest and not subject to payroll tax withholdings. The Parties further agree that the PAGA Employee Payments will be treated entirely as civil penalties and will be reported as such to each PAGA Employee on an IRS Form 1099-MISC, if applicable.

e. Within ten (10) calendar days of the transfer of the Gross Settlement Amount, including the Escalator Amount, if any, to the Settlement Administrator, and only upon the Effective Date being met, the Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid to Qualified Class Members; (2) the Attorney Fee Award and Cost Award to Settlement Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Enhancement Awards paid to the Named Plaintiffs, as approved by the Court; (4) Administrative Costs, as approved by the Court; and (5) the PAGA Payment, as approved by the Court.

f. Qualified Class Members and PAGA Employees must cash or deposit their Individual Settlement Payment and PAGA Employee Payment checks within one hundred eighty

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(180) days from the date of issuance of the check. If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next ninety (90) days, it will expire and become non-negotiable. If any checks remain uncashed or not deposited by the expiration of the ninety (90) day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, cancel the checks. All funds associated with the Individual Settlement Payment checks and PAGA Employee Payment checks returned as undeliverable and funds associated with those Individual Settlement Payment checks and PAGA Employee Payment checks remaining uncashed, shall be delivered to the State of California's State Controller Unclaimed Property Fund with an identification of the amount of unclaimed funds attributable to each Qualified Class Member and PAGA Employee.

42. PAGA Payment: Subject to the Court's Approval, up to a maximum of Eighty Thousand Dollars and Zero Cents ($80,000.00) shall be allocated as the PAGA Payment. Fifty-Two Thousand Dollars and Zero Cents ($52,000.00) representing 65% of the PAGA Payment, shall be paid to the LWDA as the PAGA LWDA Payment. Twenty-Eight Thousand Dollars and Zero Cents ($28,000.00) representing 35% of the penalties paid pursuant to PAGA, shall be distributed to the PAGA Employees as PAGA Employee Payments. The PAGA Employees shall release their PAGA claims in their entirety and may not opt out of or object to the PAGA release. To arrive at the PAGA Employee Payments, the portion of the PAGA Payment allocated to the PAGA Employees shall be divided among the PAGA Employees on a pro-rata basis, based upon the following:

a. Each PAGA Employee's pay period count, which shall be the sum of the total number of pay periods the PAGA Employee worked in California during the PAGA Periods;

b. Divided by the combined sum of all PAGA Employees' pay period counts; and

c. Multiplied by the value of the portion of the PAGA Payment allocated to the PAGA Employees.

43. Individual Settlement Payments Do Not Trigger Additional Benefits: All Individual Settlement Payments, PAGA Employee Payments, and the Enhancement Awards shall not be utilized to calculate any additional benefits under any benefit plans to which Named Plaintiffs, Settlement

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Class Members and/or PAGA Employees may be eligible including, but not limited to: retirement plans, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, paid time off, sick leave plans, PTO plans, pension plans, or any other benefit plan. It is the Parties' intention that this Settlement will not affect any rights, contributions, or amounts to which Named Plaintiffs, Settlement Class Members, and PAGA Employees may be entitled under any benefit plans.

44. Settlement Administrator: The Settlement Administrator shall be Apex Class Action, LLC (the "Settlement Administrator"). The Settlement Administrator will maintain acceptable electronic and physical security protocols to adequately protect and safeguard the private employee information it will have access to as a result of the claims process. The fees and expenses of the Settlement Administrator, which is currently estimated at approximately Twenty-One Thousand Five Hundred Dollars and Zero Cents ($21,500.00), shall be paid through the Gross Settlement Amount.

45. Attorneys' Fees and Attorneys' Costs: Subject to the Court's approval, Settlement Class Counsel may petition the Court for attorneys' fees, which collectively shall not exceed Thirty-Five percent (35%) of the Gross Settlement Amount, which is currently estimated to be $288,750.00 unless increased pursuant to the Escalator Amount, if any, plus reasonable costs/expenses not to exceed Sixty Thousand Dollars and Zero Cents ($60,000.00), subject to approval by the Court. Defendants will not object to Settlement Class Counsel's application for attorneys' fees and costs in these amounts. The amount set forth above will cover all work performed and all fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in the future in connection with the approval by the Court of this Stipulation of Settlement, and the administration of the Settlement. Should Settlement Class Counsel collectively request a lesser amount, or should the Court approve a lesser amount of attorneys' fees and/or attorneys' costs, the difference between the lesser amount and the maximum amount set forth above shall be added to the Net Settlement Amount. Settlement Class Counsel shall not be entitled to further fees or costs from Defendants if they elect to appeal any reduction in the requested fee or cost award. Any reduction by the Court of Settlement Class Counsel's claimed attorneys' fees and/or reasonable costs/expenses shall not be sufficient grounds to void the Settlement. Named Plaintiff and Defendants shall bear their own attorneys' fees and costs, except as provided herein.

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46. Named Plaintiffs' Enhancement Awards: Settlement Class Counsel will not seek more than Ten Thousand Dollars and Zero Cents ($10,000.00) for each Named Plaintiff, in recognition for their service as class representatives, which shall be paid from the Gross Settlement Amount. It is understood that the Enhancement Awards are in addition to any claimed Individual Settlement Payment or PAGA Employee Payment to which Named Plaintiffs are entitled. The Enhancement Awards shall not be deemed wages and will be reported on an IRS Form 1099-MISC, if applicable.

47. Tax Forms: The Settlement Administrator shall be responsible for issuing the payments and withholding all required state and federal taxes in accordance with this Stipulation of Settlement. The Settlement Administrator will issue an IRS W-2 to each Qualified Settlement Class Member for the portion of each Individual Settlement Payment allocated as alleged unpaid wages and subject to applicable tax withholdings. The Settlement Administrator shall issue an IRS Form 1099-MISC to each Qualified Settlement Class Member for the portion of each Individual Settlement Payment allocated as alleged unpaid non-wage penalties and interest and not subject to payroll tax withholdings. The Settlement Administrator will also issue IRS Forms 1099 to: (1) Named Plaintiffs for the Enhancement Awards; (2) the PAGA Employees for the PAGA Employee Payments; and (3) Settlement Class Counsel for the amount paid for approved fees and costs. The Settlement Administrator will be responsible for preparing these forms correctly. The Settlement Administrator shall also be responsible for submitting Defendants' share of payroll taxes to the appropriate government agencies on behalf of Defendants. Named Plaintiffs, and Settlement Class Counsel will be responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received.

48. Indemnification: Named Plaintiffs, and Settlement Class Counsel acknowledge and agree that they are and will be responsible for the payment of any and all Federal, State, and Local taxes or penalties associated with their respective allocated portions of the payments described herein, and agree to indemnify, defend, and hold the Released Parties harmless from any and all claims by any Federal, State, or Local taxing authority that Named Plaintiff, or Settlement Class Counsel failed to pay or underpaid their or her or his share of taxes associated with the payments set forth in this Settlement. The Parties acknowledge and agree that Settlement Class Counsel is not responsible for

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the payment of any Federal, State, and Local taxes or penalties associated with payments to Named Plaintiff and Qualified Settlement Class Members.

**NOTICE TO THE SETTLEMENT CLASS**

49. Within thirty (30) calendar days of preliminary approval of this Settlement by the Court, Defendants shall provide to the Settlement Administrator a database containing the following information ("Class Member List"):

a. The full name, last known address, last known telephone number, and full social security number of all Settlement Class Members; and

b. The information necessary to determine the estimated settlement allocation to each Settlement Class Member and PAGA Employee, including without limitation, the total number of Workweeks worked by each Settlement Class Member, and the total number of pay periods worked by each PAGA Employee within the Settlement Periods.

50. The Settlement Administrator (along with any of its agents) shall represent and warrant that it will: (1) provide reasonable and appropriate administrative, physical and technical safeguards, including a reasonable security protocol, for any personally identifiable information ("PII"), which it receives from Defendants' Counsel and/or Settlement Class Counsel; (2) not disclose the PII to third parties, including agents or subcontractors, without Defendants' consent; (3) not disclose or otherwise use the PII other than to carry out its duties as set forth herein; and (4) promptly provide Defendants with notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction. The Settlement Administrator may provide notice to all Parties if the PII is subject to unauthorized access, use, disclosure, modification or destruction; however, all additional communications from the Settlement Administrator regarding the scope, circumstances, and substance shall be communicated solely to Defendants.

51. The Settlement Administrator shall send a Notice to each Settlement Class Member by first-class mail within fourteen (14) calendar days of receipt of the Class Member List. Prior to mailing the Notice, the Settlement Administrator shall update the addresses of the Settlement Class Members by reference to the National Change of Address Database maintained by the United States Postal Service. If a Notice is returned as nondeliverable but with a forwarding address, the Settlement

Administrator shall resend the Notice to the forwarding address. If a Notice is returned as nondeliverable with no forwarding address, the Settlement Administrator shall conduct an advanced skip trace to locate the most current address of the person to whom the Notice was addressed, and shall resend the Notice to any updated address within five (5) calendar days. Upon completion of these steps, the Parties shall be deemed to have satisfied their obligations to provide the Notice to the affected Settlement Class Members.

52. The Settlement Administrator shall provide to the Court, concurrently with Named Plaintiffs' Motion for Final Approval, a declaration of due diligence and proof of mailing with regard to the mailing of the Notices.

53. The Settlement Administrator shall also be responsible for:

a. Mailing the Notice as directed by the Court;

b. Consulting with counsel for the Parties concerning any relevant issue, including (without limitation) the estimated amounts of approximate Individual Settlement Payments, PAGA Employee Payments, and the acceptance of any late or deficient disputes;

c. Keeping track of timely and proper requests for exclusion;

d. Calculation of the Individual Settlement Payments, PAGA Employee Payments, and the PAGA LWDA Payment;

e. Providing weekly status reports to counsel for the Parties, including: (a) the number of Notices mailed (including information regarding undeliverable and/or emailed Notices); (b) the number of disputes received (and sending copies of said disputes); (c) the number of objections received; and (d) the number of requests for exclusion received;

f. Notifying Defendants' Counsel of the wiring instructions to fund the Gross Settlement Amount, including the Escalator Clause, if any, as approved by the Court;

g. Preparing the checks containing the Individual Settlement Payments;

h. Distributing and paying the Enhancement Awards, Individual Settlement Payments, PAGA Employee Payments, the PAGA LWDA Payment, and fees and costs awarded to Settlement Class Counsel;

i. Issuing tax forms and addressing employer and employee-side payroll taxes; and

j. Such other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform, including responding to questions from Settlement Class Members.

**REQUESTS FOR EXCLUSION**

54. Each Settlement Class Member shall have forty-five (45) calendar days from the mailing of the Notice within which to complete and postmark a written request for exclusion, for return to the Settlement Administrator. The written request for exclusion must: (1) state the Settlement Class Member's name, address, telephone number, and social security number or employee identification number; (2) state the Settlement Class Member's intention to exclude themselves from or opt-out of the Settlement (*e.g.* "I want to exclude myself from this settlement. I also understand that I retain all rights to sue Defendants for the claims asserted in this lawsuit."); (3) be addressed to the Settlement Administrator; (4) be signed by the Settlement Class Member or their or his or her lawful representative; and (5) be postmarked no later than forty-five (45) calendar days from the mailing of the Notice (or the fifteen (15) day extension referenced below for eligible Settlement Class Members). No requests for exclusion shall be accepted if postmarked after the forty-five (45) calendar day period for the filing of exclusions. Settlement Class Members whose Notices are returned as undeliverable and who are sent a re-mailed Settlement Notice shall be given an extension of fifteen (15) calendar days from their original deadline to postmark a request for exclusion. Settlement Class Members are responsible for maintaining a photocopy of their request for exclusion, reflecting that it was submitted in a timely manner. Any disputes regarding the timeliness of a request for exclusion or whether a written communication constitutes a valid request that cannot be resolved between the Parties shall be determined by the Court, whose determination shall be final.

55. Any Settlement Class Member who validly excludes himself/herself/themselves from this Settlement shall not be bound by this Settlement Agreement, except as to the PAGA Employees who shall release their PAGA claims in their entirety and may not opt out of or object to the PAGA release, and any Settlement Class Member who validly excludes himself/herself/themselves shall not be entitled to any portion of the Net Settlement Amount.

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56. If 10% of Settlement Class Members timely opt out of the Settlement by submitting valid and timely requests for exclusion, Defendants shall have the sole and absolute discretion to rescind/void the Settlement Agreement within fifteen (15) calendar days after receiving from the Settlement Administrator the final list of requests for exclusion. Defendants agree to meet and confer in good faith with Settlement Class Counsel before rescinding or voiding the Settlement Agreement. In the event that Defendants elect to rescind/void the Settlement Agreement, Defendants shall provide written notice of such rescission to Settlement Class Counsel. Such rescission shall have the same effect as a termination of the Settlement Agreement for failure to satisfy a condition of settlement, and the Settlement Agreement shall become null and void and have no further force or effect. The Parties specifically agree not to solicit opt-outs, directly or indirectly, through any means. In the event Defendants rescind the settlement, Defendants shall be solely responsible for any fees and costs incurred by the Settlement Administrator.

**OBJECTIONS TO THE SETTLEMENT**

57. Each Settlement Class Member shall have forty-five (45) calendar days from the mailing of the Notice, or such number of days as the Court shall specify, within which to postmark an objection, for return to the Settlement Administrator. Settlement Class Members whose Notices are returned as undeliverable and who are sent a re-mailed Settlement Notice shall be given an extension of fifteen (15) days from their original deadline to object to postmark an objection. Any Settlement Class Member, who does not affirmatively opt-out of the Settlement by submitting a valid and timely request for exclusion, may object to the approval of class action settlement ("Objecting Class Member"). Any Settlement Class Member who makes a timely request for exclusion has waived their right to object. The Objecting Class Member shall inform the Settlement Administrator in writing and (1) state the Objecting Class Member's name, address, telephone number, and social security number or employee identification number; (2) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (3) list identifying witness(es) the objector may call to testify at the Final Approval Hearing; (4) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval Hearing; (5) state whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class; (6) be addressed to the Settlement Administrator;

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(7) be signed by the Objecting Class Member or their or his or her lawful representative; and (8) be postmarked no later than forty-five (45) calendar days from the mailing of the Notice (or the fifteen (15) day extension referenced above for eligible Settlement Class Members). Regardless of whether a Settlement Class Member timely submitted a written objection, a Settlement Class Member who wishes to appear at the Final Approval Hearing and be heard orally in support of, or in opposition to the class action settlement, may do so. Settlement Class Members shall have no right to object to the PAGA release or PAGA Payment.

58. Any Settlement Class Member who fails to timely submit an objection shall be foreclosed from making any objection to this Settlement or from filing an appeal of the Court's Final Order and Judgment unless otherwise ordered by the Court.

59. Counsel for the Parties shall file any response to the objections submitted by Objecting Class Members, if any, at least seven (7) calendar days before the date of the Final Approval Hearing.

60. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to submit written objections to the Settlement or to appeal from the Court's Final Order and Judgment. Settlement Class Counsel shall not represent any Settlement Class Members with respect to any such objections to this Settlement.

**RELEASE OF CLAIMS BY NAMED PLAINTIFFS, QUALIFIED CLASS MEMBERS, AND PAGA EMPLOYEES**

61. The "Released Claims". Upon the date the Settlement is funded, the Qualified Class Members will release and discharge Defendants and the Released Parties from the claims asserted in the Operative Complaint and Named Plaintiff's PAGA Notice predicated on the factual allegations of the Operative Complaint during the Settlement Class Period and PAGA Period. Upon final approval by the Court, the claims released by the Qualified Class Members will include:

a. The claims alleged in the Operative Complaint, including, but not limited to: (1) failure to pay and/or accurately calculate minimum and straight time wages (Violations of Labor Code §§ 204, 1194, 1194.2, 1197); (2) failure to pay overtime wages (Violations of Labor Code §§ 510, 1194, 1198); (3) failure to provide meal periods or pay premiums in lieu thereof (Violation of Labor Code §§ 226.7, 512, and the applicable Wage Order); (4) failure to provide rest periods or pay

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premiums in lieu thereof (Violation of Labor Code § 226.7 and the applicable Wage Order); (5) failure to timely pay wages during and upon termination of employment (Violation of Labor Code §§ 201–203); (6) failure to provide accurate wage statements (Violation of Labor Code §§ 226); (7) failure to indemnify employees for expenditures (Violation of Labor Code § 2802); (8) failure to provide reporting time pay (Violation of Labor Code § 1198 and Cal. Code Regs tit 8, § 11140 , subd. 5(A)); (9) violation of California's Unfair Competition Law (Violation of Business & Professions Code §§ 17200 *et seq.*); and (10) failure to pay all accrued vacation wages at termination (Violation of Labor Code § 227.3), which encompass alleged violations of the California Labor Code and California Industrial Welfare Commission Wage Orders (specifically for violations of Labor Code sections 201, 202, 203, 204, 210, 218, 226, 226.7, 227.3, 246, 256, 510, 512, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698 *et seq.*, 2699 *et seq.*, 2800, 2802, 2804, and applicable IWC Wage Orders, and California Code of Regulations, Title 8, section 11000 *et seq.*) and the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* ("FLSA") (specifically for violations of 29 U.S.C. § 207, 211 & 29 C.F.R. § 516.2(b)) (pursuant to *Villacres v. ABM Indus. Inc.*, 189 Cal. App. 4th 562, 586-590 (2010); *Rangel v. PLS Check Cashers of CA*, 899 F.3d 1106, 1112 (9th Cir. 2018), which confirm an opt-in process is not required to obtain a release of FLSA claims in a state court class action settlement);

b. Any claims for injunctive relief, declaratory relief, restitution, alleged or which could have been alleged under the facts, allegations and/or claims pleaded in the Operative Complaint; and

c. Any and all other claims under California or federal law, that could have been alleged under the same or similar facts in the Operative Complaint and based on the alleged Labor Code violations.

d. In addition, to the extent required by law, the cashing of the settlement check by the Qualified Class Member shall be deemed to be an opt-in for purposes of releasing Released Parties from any claims predicated under the California Labor Code as outlined in the Operative Complaint. The Administrator shall include a legend on the settlement check stating, "By cashing this check, and to the extent required by law, I am opting into the settlement in *Victor Rimey, et al. v. Iron*

*Mountain Secure Shredding, Inc., et al.*, San Joaquin County Superior Court Case No STK-CV-UOE-2024-12333, and releasing the Released Claims described in the Settlement Agreement."

62. Release of PAGA Claims. Upon the date the Settlement is funded, Named Plaintiffs and the PAGA Employees hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties of and from claims for violation of the California Private Attorneys General Act of 2004 (Labor Code § 2698 *et seq.*), ("PAGA claims") as alleged in the Operative Complaint, which includes those alleged in the PAGA Notice sent to the LWDA by Named Plaintiffs that arose at any time during the PAGA Period, including: (1) violation of Labor Code sections 201 to 203 by willfully failing at times to pay all wages owed at termination; (2) violation of Labor Code sections 204, 510, 1194, 1197, and 1198 by failing at times to pay for all hours worked, including minimum wages, straight time wages, and overtime wages; (3) violation of Labor Code section 204 by failing at times to pay all earned wages twice per month; (4) violation of Labor Code section 226 by failing at times to provide accurate itemized wage statements; (5) violation of Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by failing at times to provide meal breaks; (6) violation of Labor Code section 226.7 and applicable IWC Wage Orders by failing at times to authorize and permit rest and recovery/cooldown periods; (7) violation of Labor Code section 227.3 by failing to pay all unused and vested vacation time; (8) violation of Labor Code section 246, et seq. by failing to pay for all sick leave; (9) violation of Labor Code section 435, by requiring employees to agree to unlawful confidentiality and non-compete agreements; (10) violation of Labor Code section 1102.5 by unlawfully retaliating against employees; (11) violation of Labor Code section 1174.5 and applicable IWC Wage Orders by failing at times to maintain accurate records of hours worked and meal breaks taken or missed; (12) violation of Labor Code section 1174 by failing at times to keep accurate and complete payroll records; (13) violation of Labor Code section 2802 by failing at times to indemnify for necessary expenditures; (14) violation of Labor Code section 2810.5 by failing to provide particular written notice of employment-related information upon commencement of employment; (15) violation of IWC Wage Order 4, section 14, and all other applicable Wage Orders, by failing to provide suitable seating; and (16) violation of California Code of Regulations, title 8, sections 1527, 3366, 3457, and 8397.4, as well as Labor Code

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sections 2350 and 6712 by failing to provide adequate sanitation facilities, all of which encompass alleged violations of the California Labor Code (specifically for violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.6, 226.7, 227.3, 246, 435, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2350, 2699 *et seq.*, 2802, 2804, 2810.5, 6712, and applicable IWC Wage Orders, and California Code of Regulations, Title 8, section 11000 *et seq.*)and including any other Labor Code violations under PAGA that could have been asserted based upon the facts alleged in the PAGA Notice. The PAGA Employees will be issued a check for their PAGA Employee Payments and will not have the opportunity to opt out of, or object to, the PAGA Payment and release of the PAGA Claims set forth in this Paragraph. The PAGA Employees are bound by the release of the PAGA Claims regardless of whether they cash or deposit their PAGA Employee Payment.

63. Named Plaintiffs' Claims. In addition, as to the claims of Named Plaintiffs, the Released Claims further include, without limitation, any and all claims whatsoever regarding Named Plaintiff's respective employment and/or the termination of employment including, but not limited to, any claims for wages, bonuses, severance pay, vacation pay, penalties, employment benefits, stock options, violation of any personnel policy, any claims based on discrimination, harassment, unlawful retaliation, violation of public policy, or damages of any kind whatsoever, arising out of any common law torts, contracts, express or implied, any covenant of good faith and fair dealing, any theory of wrongful discharge, any theory of negligence, any theory of retaliation, any legal restriction on any Defendants' right to terminate the employment relationship, or any federal, state, or other governmental statute, executive order, regulation or ordinance, or common law, or any other basis whatsoever, to the fullest extent provided by law. Named Plaintiffs shall be deemed to have, and by operation of the Final Order and Judgment shall have, expressly waived and relinquished to the fullest extent permitted by law the provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law that purports to limit the scope of a general release. Named Plaintiffs have read Section 1542 of the Civil Code of the State of California, which provides as follows:

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**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.**

Named Plaintiffs understand that Section 1542 gives the right not to release existing claims of which they are not now aware, unless Named Plaintiffs voluntarily choose to waive this right. Having been so apprised, Named Plaintiffs nevertheless voluntarily waive the rights described in Section 1542, and elects to assume all risks for claims that now exist in their favor, known or unknown. The release of the claims of Named Plaintiffs as set forth in this Paragraph is a condition precedent to enforcement of the Settlement Agreement.

**DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL/CLASS CERTIFICATION**

64. For settlement purposes only, the Parties agree that the Settlement Class as defined in Paragraph 23 above, may be certified in the Lawsuit. The Parties are not certifying any PAGA claims. In support of this Agreement, Named Plaintiffs will request that the Court certify for settlement purposes the Settlement Class as to all non-PAGA claims that have been asserted, which Defendants shall not oppose or object to.

65. Settlement Class Counsel shall promptly submit this Stipulation of Settlement to the Court in support of Named Plaintiffs' Motion for Preliminary Approval and for determination by the Court as to whether the proposed Settlement is within the range of possible judicial approval. Promptly upon execution of this Stipulation of Settlement, Settlement Class Counsel shall apply to the Court for the entry of an order substantially in the following form:

a. Scheduling of the Final Approval Hearing on the question of whether the proposed Settlement, including payment of attorneys' fees and costs and the Enhancement Awards should be finally approved as fair, reasonable and adequate as to the Settlement Class Members and for approval of the PAGA Settlement;

b. Certifying the Settlement Class for purposes of the Settlement;

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c. Approving the Class Notice attached hereto as **Exhibit A**;

d. Directing the mailing of the Notice by first-class mail to the Settlement Class Members and PAGA Employees; and

e. Preliminarily approving the Settlement subject only to the objections of the Settlement Class Members and final review by the Court.

66. The Parties will work cooperatively to mutually agree upon the form and content of the Notice, as well as the Proposed Order Granting Preliminary Approval.

67. Named Plaintiffs and Settlement Class Counsel will not make any public disclosure of the Settlement until after the filing of the motion for preliminary approval of the Settlement. Named Plaintiffs and Settlement Class Counsel represent that they have not made any such disclosure. Named Plaintiffs, Defendants, Defendants' Counsel and Settlement Class Counsel shall not encourage members of the Settlement Class to opt-out. Settlement Class Counsel will take all steps necessary to ensure that Named Plaintiffs are aware of, and will encourage him to adhere to, the restriction against any public disclosure of the Settlement until after the Settlement is preliminarily approved by the Court. Thereafter, Settlement Class Counsel and Named Plaintiffs agree not to publicize the terms of this Settlement with the media, including but not limited to, any newspaper, journal, magazine, social media, online reporter of settlements and/or on any website.

**DUTIES OF THE PARTIES FOLLOWING FINAL APPROVAL**

68. Following final approval by the Court of the Settlement provided for in this Stipulation of Settlement, Settlement Class Counsel shall submit a proposed Final Order and Judgment in approximately the following form and with input from Defendants' Counsel: Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions including the approval of Settlement Class Counsel's application for an award of attorneys' fees and costs and the Enhancement Awards to the Named Plaintiffs. The Parties will work cooperatively to mutually agree upon the form and content of the proposed Final Order and Judgement.

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**VOIDING OF AGREEMENT IF SETTLEMENT NOT FINALIZED**

69. Subject to the obligations of mutual full cooperation set forth herein, either Named Plaintiffs or Defendants may terminate this Settlement if after submitting the settlement for approval to the Court, the Court declines to enter the preliminary approval order, the final approval order, or judgment in substantially the form submitted by the Parties, or if the Stipulation of Settlement as agreed does not become final because of appellate court action. The terminating party shall give to the other party (through counsel) written notice of its decision to terminate no later than fourteen (14) calendar days after receiving notice that one of the enumerated events has occurred. Termination shall have the following effects:

a. The Settlement Agreement shall be terminated and shall have no force or effect, and no Party shall be bound by any of its terms.

b. In the event the Settlement Agreement is terminated, Defendants shall have no obligation to make any payments to any party, Settlement Class Member, PAGA Employee, or attorney. If there are any fees incurred by the Settlement Administrator and the settlement is terminated by Defendants, Defendants shall solely be responsible for any costs and fees incurred by the Settlement Administrator.

c. The preliminary approval order, final approval order and judgment shall be vacated.

d. The Stipulation of Settlement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions prior to the Settlement.

e. Except as otherwise discoverable, neither this Settlement Agreement nor any ancillary documents, actions, statements or filings in furtherance of settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Lawsuit or any other action for any purpose whatsoever, except that Named Plaintiffs may reveal information that Defendants may have marked as confidential under the mediation privilege including the data, documents, and sampling exchanged for mediation purposes for the purpose of presenting the Court with information supporting the fairness, reasonableness or adequacy of the Settlement.

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**PARTIES' AUTHORITY**

70. The signatories hereto hereby represent that they are fully authorized to enter into this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

**MUTUAL FULL COOPERATION**

71. 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 taking of such action as reasonably may be necessary to implement the terms of this Stipulation of Settlement. The Parties to this Stipulation of Settlement shall use their best efforts, including all efforts contemplated by this Stipulation of Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set forth herein. As soon as practicable after execution of this Stipulation of Settlement, Settlement Class Counsel shall take all necessary steps to secure the Court's final approval of this Stipulation of Settlement.

**NO PRIOR ASSIGNMENTS**

72. The Parties and their respective counsel represent, covenant and warrant that they have not, directly or indirectly, assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged except as set forth herein.

**NO ADMISSION**

73. Nothing contained herein, nor the consummation of this Stipulation of Settlement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants. Each of the Parties hereto has entered into this Stipulation of Settlement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

**BREACH AND ENFORCEMENT ACTIONS**

74. The Parties will jointly request that the Court retain jurisdiction pursuant to California Code of Civil Procedure § 664.6 to oversee and enforce the terms of this Settlement. In the event of a breach of this Settlement, the nonbreaching Party shall provide notice to the breaching party and request that the breaching party cure any alleged breach. If the breach is not cured within thirty (30)

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days of said notice, the nonbreaching party may pursue legal action or other proceeding against any other breaching party or parties to enforce the provisions of this Stipulation of Settlement or to declare rights or obligations under this Stipulation of Settlement. In the event of such enforcement actions, the successful party or parties shall be entitled to recover from the unsuccessful party or parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions. All such disputes shall be resolved by the Court.

**NOTICES**

75. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing both electronically and by United States registered or certified mail, return receipt requested, and addressed as follows:

To Named Plaintiffs, the Settlement Class, and Settlement Class Counsel:

THIAGO COELHO
thiago.coelho@wilshirelawfirm.com
JESENIA MARTINEZ
jesenia.martinez@wilshirelawfirm.com
LAUREN LENDZION
lauren.lendzion@wilshirelawfirm.com
JESSE CHEN
jesse.chen@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

DAVID BIBIYAN
david@tomorrowlaw.com
JASON ROTHMAN
jason@tomorrowlaw.com
Vedang J. Patel
vedang@tomorrowlaw.com
BIBIYAN LAW GROUP, P.C.
1460 Westwood Boulevard
Los Angeles, California 90024
Telephone: (310) 438-5555
Facsimile: (310) 300-1705

To Defendants and Defendants' Counsel:

JAMES PAYER
jpayer@littler.com
GREG ALONGE
galonge@littler.com
LITTLER MENDELSON P.C.
633 West 5th Street, 63rd Floor
Los Angeles, California 90071
Telephone: 213.443.4300
Fax No.: 800.715.1330

**CONSTRUCTION**

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

**CAPTIONS AND INTERPRETATIONS**

77. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Stipulation of Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and not merely a recital.

**MODIFICATION**

78. This Stipulation of Settlement may not be changed, altered or modified, except in writing and signed by the Parties hereto and approved by the Court. This Stipulation of Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

**INTEGRATION CLAUSE**

79. This Stipulation of Settlement, and the Exhibits attached hereto and incorporated herein by reference, contain the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

**BINDING ON ASSIGNS**

80. This Stipulation of Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

**SETTLEMENT CLASS MEMBER SIGNATORIES**

81. It is agreed that because the Settlement Class Members are so numerous, it is impossible or impractical to have each member execute this Stipulation of Settlement. The Class Notice, **Exhibit A** hereto, will advise the Settlement Class Members of the binding nature of the release, and the release shall have the same force and effect as if this Stipulation of Settlement were executed by each member.

**COUNTERPARTS**

82. This Stipulation of Settlement may be executed in counterparts and by facsimile signatures, and when each party 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 Stipulation of Settlement binding upon and effective as to all Parties.

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release between Named Plaintiffs and Defendants as of the date(s) set forth below:

Dated: _____

Victor Rimey
Plaintiff and Class Representative

Dated: 05/13/2026

Dennis Deshawn davisDennis Deshawn Davis

Dennis Deshawn Davis
Plaintiff and Class Representative

Dated: 28-Apr-2026

DocuSigned by:
Dale Lawing
CB8827C1C95B475...

Dale Lawing, EVP Global Operations
Defendant Iron Mountain Secure Shredding, Inc.

Dated: 28-Apr-2026

DocuSigned by:
Dale Lawing
CB8827C1C95B475...

Dale Lawing, EVP Global Operations
Defendant Iron Mountain Incorporated

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Docusign Envelope ID: 97604D4E-79C1-80CD-830B-BC04769D2EA6

Docusign Envelope ID: B41023F7-B3B5-80E9-803F-1B39D126F185

**BINDING ON ASSIGNS**

80. This Stipulation of Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

**SETTLEMENT CLASS MEMBER SIGNATORIES**

81. It is agreed that because the Settlement Class Members are so numerous, it is impossible or impractical to have each member execute this Stipulation of Settlement. The Class Notice, **Exhibit A** hereto, will advise the Settlement Class Members of the binding nature of the release, and the release shall have the same force and effect as if this Stipulation of Settlement were executed by each member.

**COUNTERPARTS**

82. This Stipulation of Settlement may be executed in counterparts and by facsimile signatures, and when each party 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 Stipulation of Settlement binding upon and effective as to all Parties.

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release between Named Plaintiffs and Defendants as of the date(s) set forth below:

Dated: 5/12/2026

DocuSigned by:
Victor Rimey
CC8F0D8F82F141B...

Victor Rimey
Plaintiff and Class Representative

Dated: _____

_____
Dennis Deshawn Davis
Plaintiff and Class Representative

Dated: 28-Apr-2026

DocuSigned by:
Dale Lawing
CB8827C1C95B475...

Dale Lawing, EVP Global Operations
Defendant Iron Mountain Secure Shredding, Inc.

Dated: 28-Apr-2026

DocuSigned by:
Dale Lawing
CB8827C1C95B475...

Dale Lawing, EVP Global Operations
Defendant Iron Mountain Incorporated

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Dated: 28-Apr-2026

DocuSigned by:
Dale Lawing
0B0827618955475...

Dale Lawing, EVP Global Operations
Defendant Iron Mountain Information Management Services, Inc.

Dated: 28-Apr-2026

DocuSigned by:
Mark N. Kidd
0B33363E38DE4D5...

Mark Kidd, EVP & GM, Asset Lifecycle Management and Data Centers
Defendant Iron Mountain Data Centers, LLC

Dated: 28-Apr-2026

DocuSigned by:
Mark N. Kidd
0B3558AE38DE4D5...

Mark Kidd, EVP & GM, Asset Lifecycle Management and Data Centers
Defendant Iron Mountain Data Centers Services, LLC

Dated: 28-Apr-2026

DocuSigned by:
Dale Lawing
0B0827618955475...

Dale Lawing, EVP Global Operations
Defendant Iron Mountain Information Management, LLC

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# EXHIBIT A

**VICTOR RIMEY, *et al.* v. IIRON MOUNTAIN SECURE SHREDDING, INC., *et al.***
**San Joaquin County Case Number STK-CV-UOE-2024-12333**

**THIS NOTICE AFFECTS YOUR RIGHTS.**

**PLEASE READ IT CAREFULLY.**

YOU MAY BE ENTITLED TO MONEY UNDER THIS SETTLEMENT.

Notice is hereby given that a proposed settlement (the "Settlement") of the above-captioned class and representative action lawsuit has been reached by the Named Plaintiffs and Class Representatives Victor Rimey and Dennis Deshawn Davis ("Plaintiffs") and Defendants Iron Mountain Secure Shredding, Inc., Iron Mountain Incorporated, Iron Mountain Information Management Services, Inc., Iron Mountain Data Centers, LLC, Iron Mountain Data Centers Services, LLC, and Iron Mountain Information Management, LLC (together "Defendants"). The proposed Settlement has been granted preliminary approval by the Superior Court of California, County of San Joaquin.

The proposed Settlement will resolve all claims against the Defendants in the above-captioned lawsuit (the "Action"). A final fairness hearing addressing the fairness, adequacy, and reasonableness of the Settlement will be held on [insert date of Final Approval Hearing] to determine whether the Settlement should receive the Court's final approval. **Because your rights may be affected, it is extremely important that you read this Notice carefully. You do not need to do anything to participate in the Settlement. If you do not want to participate in the Settlement, you must opt-out of the Settlement by no later than** [insert date].

## 1. PURPOSE OF THIS NOTICE.

The Superior Court of California, County of San Joaquin has ordered that this Notice be sent to you because you have been identified as a potential Settlement Class Member. The relevant time period is from September 1, 2022 through [insert date] ("Settlement Class Period").

Settlement Class Members are defined as follows: All current and former nonexempt, hourly-paid employees of Defendants who worked in California at any time from September 1, 2022 through [insert date]. The court granted preliminary approval of the Settlement on _____.

Receipt of this Notice means that you are a Settlement Class Member and that you are entitled to share in the proceeds from the proposed Settlement. The purpose of this Notice is to: (a) provide a brief description of the Action; (b) inform you of the proposed Settlement; and (c) discuss your rights and options with respect to the Action and the Settlement.

## 2. DESCRIPTION OF THE ACTION.

In the Action, Plaintiffs seek injunctive relief, declaratory relief, restitution, damages, penalties, attorneys' fees, costs and any other further relief deemed appropriate by the Court by alleging that Defendants failed to pay and/or accurately calculate straight time wages, failed to pay overtime wages, failed to provide meal periods or pay premiums in lieu thereof, failed to provide rest periods or pay premiums in lieu thereof, failed to timely pay wages during and upon termination of employment, failed to provide accurate wage statements, failed to indemnify employees for expenditures, failure to provide reporting time pay, failed to pay accrued vacation pay, violated California's Unfair Competition Law, and violated the Private Attorneys General Act of 2004 ("PAGA"), which encompass alleged violations of the California Labor Code and California Industrial Welfare Commission Wage Orders (specifically for violations of Labor Code sections 201, 202, 203, 204, 210, 218, 226, 226.7, 246, 256, 510, 512, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698 et seq., 2699 et seq., 2800, 2802, 2804, and applicable IWC Wage Orders, and California Code of Regulations, Title 8, section 11000 et seq.) and the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* ("FLSA").

Defendants deny each and every allegation asserted in the Action and assert that they have no liability for the claims of Plaintiff or the Class.

The Superior Court of California, County of San Joaquin has made no ruling on the merits of Plaintiffs' claims or Defendants' defenses. The Court has preliminarily approved the proposed Settlement of the Action. The Court will decide whether to give final approval to the Settlement at a hearing scheduled for [insert date of Final Approval Hearing].

| Attorneys for the Settlement Class Members("Settlement Class Counsel") in the Action are: | | Attorneys for Defendants in this Action are: |
|---|---|---|
| Wilshire Law Firm, PLC<br>Thiago Coelho<br>*thiago.coelho@wilshirelawfirm.com*<br>Jesenia Martinez<br>*jesenia.martinez@wilshirelawfirm.com*<br>Lauren Lendzion<br>*lauren.lendzion@wilshirelawfirm.com*<br>Jesse Chen<br>*jesse.chen@wilshirelawfirm.com*<br>660 S. Figueroa Street., Sky Lobby<br>Los Angeles, California 90017<br>Telephone: (213) 381-9988<br>Facsimile: (213) 381-9989 | | Littler Mendelson PC<br>James Payer<br>*jpayer@littler.com*<br>Greg Alonge<br>*galonge@littler.com*<br>633 West 5th Street, 63rd Floor<br>Los Angeles, California 90071<br>Telephone: (213) 443-4300<br>Facsimile: (213) 443-4299 |

## 3. WHAT YOU MAY BE ENTITLED TO UNDER THE SETTLEMENT

As set forth below, Defendants have agreed to pay a total of $825,000.00 ("Gross Settlement Amount") to settle this Action. After attorneys' fees, litigation costs, Settlement Administrator's fees, Enhancement Awards and PAGA penalties (*see* section 6 below for more details) are deducted from the Gross Settlement Amount, it is estimated that approximately $_____ will remain for distribution to Settlement Class Members ("Net Settlement Amount"). Your share of the Net Settlement Amount will be your workweek count, which shall be the sum of the total number of any week where you performed work for Defendants in California during the Settlement Class Period, divided by the combined sum of all Qualified Class Members' Workweek counts, multiplied by the value of the Net Settlement Amount.

According to Defendants' records, you have ____ workweeks worked during the Class Period as a non-exempt, hourly-paid employee of Defendants. Based on the settlement formula described above, your estimated total distribution (gross) will be approximately $_____. That number may go up or down, depending upon such factors as the total amount of attorneys' fees and costs awarded to Plaintiffs' counsel by the Court, and the total number of Settlement Class Members who decide to participate in the Settlement.

## 4. SETTLEMENT ADMINISTRATOR

Apex Class Action, LLC has been appointed as the Settlement Administrator.

## 5. YOUR OPTIONS

As a Settlement Class Member, you have several options that are explained below. Each option will affect your rights, which you should understand before making your decision.

### (a) You Can Do Nothing and Receive Money under the Settlement.

You do not need to do anything if you want to receive money from the Settlement. If you do nothing, and if the Court grants final approval of the Settlement, on or after _____, 2026, you will receive payment as estimated in Section 3, above. **If you choose to do nothing and accept the Settlement, you will be bound by the terms of the Settlement Agreement, including the release of claims described in section 8, below.**

### (b) You Can Dispute the Number of Pay Periods Worked with which You Have Been Credited

If you believe that the number of pay periods worked calculated for you in Section 3, above, is incorrect, you may dispute the calculation. If you dispute the number of pay periods worked, it is your responsibility to supply documentation supporting your position. If you choose to dispute the calculation, you must send a written dispute, along

with any evidence you have to support your calculation of pay periods worked, to the Settlement Administrator at the following address:

[NAME]

[address]

In order to be timely, any dispute must be postmarked to the Settlement Administrator on or before **_____, 2026**. If you timely dispute the total number of pay periods worked listed in Section 3, above, the dispute shall be submitted to the Settlement Administrator, who shall examine the records and either verify the calculation or provide a corrected calculation. The Settlement Administrator will make every effort to resolve any such disputes prior to final approval of this Settlement Agreement. The Settlement Administrator's determination of disputes will be final.

**(c) You Can Opt Out of the Class.**

If you do not want to participate in the Settlement, you can request exclusion from being a Settlement Class Member (i.e., opt out). Your request for exclusion must contain your full name, address, birthdate, and a statement that you wish to be excluded. Your request for exclusion must be returned by mail to the Settlement Administrator at the address above and must be postmarked on or before [***forty-five (45) calendar days after notice date***]. If you request exclusion, you will not be excluded from the PAGA Employees subgroup. If you request exclusion, you will still be entitled to receive your share of the PAGA portion of the Settlement, if any, and will still be bound by the PAGA portion of the Settlement if you are a member of the PAGA Employee subgroup.

If you exclude yourself from the class, you will not be considered a Settlement Class Member, you will not receive any benefits under the Settlement, and you will be barred from objecting to the Settlement. By opting out of the class, you will retain whatever rights or claims you may have, if any, against the Defendants.

**(d) You Can Object to the Settlement.**

If you are a Settlement Class Member and you do not opt out of the class, you may object to the Settlement, personally or through an attorney, at your own expense, by mailing a written objection, and supporting papers, if any, to Settlement Administrator within forty-five (45) calendar days from the mailing of the Notice, or such number of days as the Court shall specify, at the following address:

[Administrator's name]
[address]

All objections must include the name and case number of the Action, your full name, your current address and telephone number, and your dates of employment with Defendants. Your written objection must clearly explain why you object to the Settlement. If you have any supporting papers — such as briefs, written evidence or declarations — they must be submitted along with the objection.

However, even if you do not submit a written objection in the manner and by the deadline specified above, you may appear, personally or through an attorney, at your own expense, at the Final Approval Hearing to present your objection directly to the Court. If you object to the Settlement and if the Court approves the Settlement, you will be bound by the terms of the Settlement Agreement in the same way as a Settlement Class Member who does not object.

## 6. SUMMARY OF TERMS OF SETTLEMENT AGREEMENT.

The principal terms of the Settlement Agreement are summarized in this Notice. If you have any questions about the Settlement Agreement, please contact Settlement Class Counsel at the address or telephone numbers provided above.

**(a) Settlement Amount.**

Defendants shall pay a total of Eight Hundred Twenty-Five Thousand Dollars and Zero Cents ($825,000.00), plus any employer-side payroll taxes on the wage portion of the settlement awards ("Gross Settlement Amount"). The Gross Settlement Amount shall be used to satisfy (1) the payments to all Settlement Class Members for all Released Claims (defined below), including, but not limited to, unpaid minimum, regular, overtime, and double time compensation, unpaid

wages due upon termination of employment, provision of inaccurate wage statements, missed meal and rest period penalties, unreimbursed business expenses, unpaid reporting time pay, unpaid accrued vacation pay, liquidated damages, restitution, penalties, interest, attorneys' fees and costs, at any time during the Class Period, as defined above in section 1, by all Settlement Class Members; (2) Settlement Class Counsel's attorneys' fees and litigation costs; (3) the Enhancement Awards; (4) penalties under PAGA; and (5) the settlement administration costs. The Gross Settlement Amount will be distributed in accordance with the terms of the Agreement.

**(b) Enhancement Award.**

The Settlement Administrator will distribute out of the Gross Settlement Amount no more than Ten Thousand Dollars and No Cents ($10,000.00) each to Plaintiff Victor Rimey and Plaintiff Dennis Deshawn Davis. This payment constitutes a class representative enhancement award paid to the Plaintiffs in recognition of the role they played in obtaining the Settlement for the Class.

**(c) Attorneys' Fees and Costs.**

All attorneys' fees and costs awarded by the Court to Settlement Class Counsel will be paid out of the Gross Settlement Amount. Settlement Class Counsel is asking the Court to award no more than Two Hundred Eighty-Eight Thousand, Seven Hundred Fifty Dollars and Zero Cents ($288,750.00) in attorneys' fees and Settlement Class Counsel's actual litigation expenses. Plaintiffs and Settlement Class Counsel support this amount because of the benefits obtained by Settlement Class Counsel for Settlement Class Members.

**(d) Payment to the California Labor and Workforce Development Agency.**

The Settlement allocates Eighty Thousand Dollars and No Cents ($80,000.00) to the settlement of the Private Attorneys General Act ("PAGA") claims asserted in the Action. This means that, if the Settlement is approved, Fifty-Two Thousand Dollars and Zero Cents ($52,000.00) of the Gross Settlement Amount will be paid to the California Labor and Workforce Development Agency. The remaining Twenty-Eight Thousand Dollars and No Cents ($28,000.00) allocated to the PAGA claims will be payable to PAGA Employees, who are defined as all persons who are Settlement Class Members, who were employed at any time from June 4, 2023 and [date of preliminary approval]. Each PAGA Employee's share will be determined based on the number of pay periods they worked during this period.

**(e) Settlement Administrator.**

The Settlement will be administered by _____. The settlement administration costs, estimated at $_____ will be deducted from the Settlement Amount.

**7. ALLOCATION OF PAYMENTS AND TAX MATTERS.**

**(a) Allocation of Payments.**

The Individual Settlement Payments for Settlement Class Members shall be characterized as twenty percent (20%) wages and eighty percent (80%) penalties and interest. The portion of the Individual Settlement Payments deemed wages shall be subject to the withholding of all applicable local, state, and federal income and employment taxes. The portion of the Settlement Payments deemed interest or penalties will be reported on IRS Form 1099, or similar form, to the appropriate taxing authorities.

**(b) Tax Matters.**

Settlement Class members should consult with their tax advisors concerning the tax consequences of any payment they receive. No provision of the Settlement, and no written communication or disclosure between or among the parties or their attorneys and other advisers, is or was intended to be, nor shall 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). You must rely exclusively upon your own, independent legal and tax advisers for advice (including tax advice) in connection with this Settlement. Your participation in this Settlement is not based upon the recommendation of any other party or any attorney or advisor to any other party. You are not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on you. No attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such

attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by you of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement.

**8. RELEASES.**

Upon entry of the Order Granting Final Approval, each Settlement Class Member releases Defendants and any of their past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendants (collectively, the "Released Parties") from any and all other claims under California common law, the California Labor Code including but not limited to the Private Attorneys General Act, the Fair Labor Standards Act, California Industrial Welfare Commission Wage Orders, and the California Business and Professions Code alleged in or that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Action, including the following:

a. The Claims set forth in the Action, specifically, (1) failure to pay and/or accurately calculate minimum and straight time wages (Violations of Labor Code §§ 204, 1194, 1194.2, 1197); (2) failure to pay overtime wages (Violations of Labor Code §§ 510, 1194, 1198); (3) failure to provide meal periods or pay premiums in lieu thereof (Violation of Labor Code §§ 226.7, 512, and the applicable Wage Order); (4) failure to provide rest periods or pay premiums in lieu thereof (Violation of Labor Code § 226.7 and the applicable Wage Order); (5) failure to timely pay wages during and upon termination of employment (Violation of Labor Code §§ 201–203); (6) failure to provide accurate wage statements (Violation of Labor Code §§ 226); (7) failure to indemnify employees for expenditures (Violation of Labor Code § 2802); (8) failure to provide reporting time pay (Violation of Labor Code § 1198 and Cal. Code Regs tit 8, § 11140 , subd. 5(A)); (9) violation of California's Unfair Competition Law (Violation of Business & Professions Code §§ 17200 et seq.); and (10) failure to pay all accrued vacation wages at termination (Violation of Labor Code § 227.3), which encompass alleged violations of the California Labor Code and California Industrial Welfare Commission Wage Orders (specifically for violations of Labor Code sections 201, 202, 203, 204, 210, 218, 226, 226.7, 227.3, 246, 256, 510, 512, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698 et seq., 2699 et seq., 2800, 2802, 2804, and applicable IWC Wage Orders, and California Code of Regulations, Title 8, section 11000 et seq.) and the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. ("FLSA") (specifically for violations of 29 U.S.C. § 207, 211 & 29 C.F.R. § 516.2(b)) (pursuant to Villacres v. ABM Indus. Inc., 189 Cal. App. 4th 562, 586-590 (2010); Rangel v. PLS Check Cashers of CA, 899 F.3d 1106, 1112 (9th Cir. 2018), which confirm an opt-in process is not required to obtain a release of FLSA claims in a state court class action settlement); any claims for injunctive relief, declaratory relief, restitution, alleged or which could have been alleged under the facts, allegations and/or claims pleaded in the Operative Complaint; and any and all other claims under California or federal law, that could have been alleged under the same or similar facts in the Operative Complaint and based on the alleged Labor Code violations.

b. Any claims predicated on the same or similar facts and/or claims alleged in the Complaint and First Amended Complaint and/or any PAGA letter or amended PAGA letter sent to the LWDA by Plaintiff during the pendency or prior to the Action and incorporated therein, as well as any claims that could have been pled which arise from the facts alleged in the Action concerning the Plaintiff or the putative class, including (1) violation of Labor Code sections 201 to 203 by willfully failing at times to pay all wages owed at termination; (2) violation of Labor Code sections 204, 510, 1194, 1197, and 1198 by failing at times to pay for all hours worked, including minimum wages, straight time wages, and overtime wages; (3) violation of Labor Code section 204 by failing at times to pay all earned wages twice per month; (4) violation of Labor Code section 226 by failing at times to provide accurate itemized wage statements; (5) violation of Labor Code section 226.7 and applicable IWC Wage Orders by failing at times to provide meal breaks; (6) violation of Labor Code section 226.7 and applicable IWC Wage Orders by failing at times to authorize and permit rest and recovery/cooldown periods; (7) violation of Labor Code section 227.3 by failing to pay all unused and vested vacation time; (8) violation of Labor Code section 246, et seq. by failing to pay for all sick leave; (9) violation of Labor Code section 435, by requiring employees to agree to unlawful confidentiality and non-compete agreements; (10) violation of Labor Code section 1102.5 by unlawfully retaliating against employees; (11) violation of Labor Code section 1174.5 and applicable IWC Wage Orders by failing at times to maintain accurate records of hours worked and meal breaks taken or missed; (12) violation of Labor Code section 1174

by failing at times to keep accurate and complete payroll records; (13) violation of Labor Code section 2802 by failing at times to indemnify for necessary expenditures; (14) violation of Labor Code section 2810.5 by failing to provide particular written notice of employment-related information upon commencement of employment; (15) violation of IWC Wage Order 4, section 14, and all other applicable Wage Orders, by failing to provide suitable seating; and (16) violation of California Code of Regulations, title 8, sections 1527, 3366, 3457, and 8397.4, as well as Labor Code sections 2350 and 6712 by failing to provide adequate sanitation facilities all of which encompass alleged violations of the California Labor Code (specifically for violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.6, 226.7, 227.3, 246, 435, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2350, 2699 et seq., 2802, 2804, 2810.5, 6712, and applicable IWC Wage Orders, and California Code of Regulations, Title 8, section 11000 et seq.)and including any other Labor Code violations under PAGA that could have been asserted based upon the facts alleged in the PAGA Notice. The PAGA Employees will be issued a check for their PAGA Employee Payments and will not have the opportunity to opt out of, or object to, the PAGA Payment and release of the PAGA Claims set forth in this Paragraph. The PAGA Employees are bound by the release of the PAGA Claims regardless of whether they cash or deposit their PAGA Employee Payment; and

c. Any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices or punitive damages alleged or which could have been alleged under the facts, allegations and/or claims pleaded in the Action.

This release shall extend through the date of preliminary approval.

In addition to the claims enumerated above, if you execute and cash the compensation check received in connection with this settlement, you will be deemed to have opted in for FLSA, 29 U.S.C. 201, *et seq*. collective action settlement purposes, which results in release of your claims under the FLSA. The back of the settlement check will contain a legend making clear that by signing and cashing the check, you are agreeing and consenting to participate in the Action and in the Settlement and resolution of the action, that you waive and release all claims under the FLSA.

## 9. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT.

You are not required to attend the Final Approval Hearing or file an objection, although you may do both. The Final Approval Hearing on the fairness and adequacy of the proposed Settlement, the plan of distribution, and Settlement Class Counsel's request for attorneys' fees and costs will be held on [insert date/time/location of fairness hearing]. The Final Approval Hearing may be continued to another date without further notice. If you plan to attend the Final Approval Hearing, you may contact the Settlement Administrator to confirm the date and time.

## 10. ADDITIONAL INFORMATION.

This Notice only summarizes the Action, the Settlement Agreement and related matters. For more information, and to access other documents related to this Settlement, please visit Settlement Administrator's website at www.(list Administrator's website). Any questions regarding this Notice or Action may also be sent to the Settlement Administrator at the above address and telephone number. Alternatively, you may contact your own attorney, at your own expense, to advise you, or you may contact Settlement Class Counsel at the address and telephone number set forth above. If your address changes, or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

**PLEASE DIRECT ANY QUESTIONS TO PLAINTIFF'S COUNSEL OR THE SETTLEMENT ADMINISTRATOR. DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE.**