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16 SUPERIOR COURT OF THE STATE OF CALIFORNIA

17 COUNTY OF ALAMEDA

18 DAVID ARTEAGA, individually, and on)
19 behalf of other members of the general public)
20 similarly situated, and as aggrieved employee)
21 pursuant to the Private Attorneys General Act)
22 (“PAGA”))

23 Plaintiff,

24 vs.

25 G4S SECURE SOLUTIONS (USA) INC., a)
26 Florida corporation; and DOES 1 through 100,)
27 inclusive)

28 Defendants.)

Case No.: RG 17859072

CLASS ACTION

[Assigned to Brad Seligman, Dept. 32]

CLASS ACTION

SETTLEMENT AGREEMENT

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CLASS ACTION SETTLEMENT AGREEMENT

IT IS HEREBY STIPULATED, by and among Plaintiff David Arteaga, on behalf of himself and the Settlement Class Members on the one hand, and Defendant G4S Secure Solutions (USA) Inc. (“Defendant”), on the other hand, subject to the approval of the Court, that the Action is hereby being compromised and settled pursuant to the terms and conditions set forth in this Class Action Settlement Agreement (“Agreement”), and subject to the definitions, recitals and terms set forth herein, which by this reference become an integral part of this Agreement.

DEFINITIONS

1. “Action” means the matter of *David Arteaga v. G4S Secure Solutions (USA) Inc.* (case no. RG 17859072, filed on May 4, 2017, in Alameda County Superior Court).
2. “Class Counsel” means The Bainer Law Firm.
3. “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and resolution of this Action, and actual expenses and costs incurred in connection with the Action paid from the Gross Settlement Amount.
4. “Class Information” means information regarding Settlement Class Members that Defendant will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Settlement Class Member’s full name; last known address; last known home telephone number; Social Security Number; start date of employment; end date of employment; and Total Hours Worked during the Class Period.
5. “Class Period” means the period from May 4, 2013 through the date of entry of the order granting preliminary approval of this Settlement.
6. “Class Representative Enhancement Award” means the amount that the Court authorizes to be paid to Plaintiff, in addition to his Individual Settlement Payment, in recognition of his effort and risk in assisting with the prosecution of the Action.

1 7. “Court” means the Alameda County Superior Court (or any other court with
2 proper jurisdiction)

3 8. “Defendant” means G4S Secure Solutions (USA) Inc.

4 9. “Defense Counsel” means Gordon Rees Scully Mansukhani, LLP.

5 10. “Effective Date” means either (a) the date sixty (60) days after the entry of the
6 Final Judgment and order finally approving the Settlement, if no motions for reconsideration
7 and no appeals or other efforts to obtain review have been filed, or (b) in the event that a motion
8 for reconsideration, an appeal or other effort to obtain review of the Final Judgment and order
9 finally approving the Settlement, the date sixty (60) days after such reconsideration, appeal or
10 review has been finally concluded and is no longer subject to review, whether by appeal,
11 petition for rehearing, petition for review or otherwise.

12 11. “Gross Settlement Amount” means Five Million Six Hundred Thousand Dollars
13 (\$5,600,000.00).

14 12. “Individual Settlement Payment” means the amount payable from the Net
15 Settlement Amount to each Settlement Class Member who does not request to be excluded from
16 this Settlement.

17 13. “Net Settlement Amount” means the Gross Settlement Amount, less Class
18 Counsel Award, Class Representative Enhancement Award, PAGA Payment, and Settlement
19 Administrator Costs.

20 14. “Notice” means the Notice of Pendency of Class Action Settlement (substantially
21 in the form attached as **Exhibit 1**).

22 15. “PAGA Payment” means a payment made to the California Labor and Workforce
23 Development Agency in exchange for the release of claims under the Private Attorneys General
24 Act of 2004.

25 16. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean
26 either Plaintiff or Defendant.

27 17. “Payment Ratio” means the respective Total Hours Worked for each Settlement
28 Class Member divided by the sum of Total Hours Worked for all Settlement Class Members.

1 18. “Plaintiff” means David Arteaga.

2 19. “Released Claims” means any and all known and unknown claims, losses,
3 damages, liquidated damages, penalties, interest, liabilities, causes of action, civil complaints,
4 arbitration demands or suits which arise from the facts asserted in the Action, including, without
5 limitation to, all claims under the California Labor Code as alleged in the Action for failure to
6 provide meal or rest periods, failure to pay overtime or minimum wages, failure to timely pay
7 wages, inaccurate wage statements, waiting time penalties, penalties under the Private Attorneys
8 General Act sections 2698, *et seq.*, and violations of California Unfair Competition Law (Cal.
9 Bus. & Prof. Code §§ 17200, *et seq.*) or for other remuneration whether sought under statute,
10 tort, contract, as an unfair business practice, or otherwise.

11 20. “Released Parties” means Defendant and any parent, subsidiary, affiliate,
12 predecessor or successor, and all agents, employees (current and former), officers, directors,
13 insurers, and attorneys of Defendant.

14 21. “Response Deadline” means the date thirty (30) days after the Settlement
15 Administrator mails the Notice to Settlement Class Members and the last date on which
16 Settlement Class Members may postmark written requests for exclusion or a Notice of
17 Objection to the Settlement.

18 22. “Settlement” means the disposition of the Action pursuant to this Agreement.

19 23. “Settlement Administration Costs” means the amount to be paid to the Settlement
20 Administrator from the Gross Settlement Amount for administration of this Settlement.

21 24. “Settlement Administrator” means Phoenix Settlement Administrators.

22 25. “Settlement Class Members” means all current and former non-exempt security
23 guards employed by Defendant in California during the Class Period.

24 26. “Total Hours Worked” means the number of hours worked by Settlement Class
25 Members during the Class Period.

26 **RECITALS**

27 27. Class Certification. The Parties stipulate and agree to the certification of this
28 Action for purposes of this Settlement only. Should the Settlement not become final and

1 effective as herein provided, class certification shall immediately be set aside and the Settlement
2 Class immediately decertified. The Parties' willingness to stipulate to class certification as part
3 of the Settlement shall have no bearing on, and shall not be admissible in or considered in
4 connection with, the issue of whether a class should be certified in a non-settlement context in
5 this Action and shall have no bearing on, and shall not be admissible or considered in
6 connection with, the issue of whether a class should be certified in any other lawsuit.

7 28. Procedural History. On May 4, 2017, Plaintiff filed a putative class action
8 against Defendant for various wage and hour violations. Following an exchange of formal
9 discovery, informal discovery, and mediation data to assess potential class-wide damages, the
10 Parties participated in a private mediation with mediator Honorable Peter D. Lichtman (Ret.) on
11 October 3, 2017. The Parties reached an agreement as to all material terms for this Settlement at
12 the conclusion of the mediation session.

13 **TERMS OF AGREEMENT**

14 29. Release As To All Class Members. As of the Effective Date, Plaintiff and the
15 Settlement Class Members who are not excluded from this Settlement, on behalf of themselves
16 and each of their heirs, representatives, successors, assigns and attorneys, hereby release
17 Defendant and Released Parties from the Released Claims as consideration for Defendant's
18 payment of the Gross Settlement Amount.

19 30. Plaintiff's Individual Release. Additionally, Plaintiff, on behalf of himself and
20 each of his heirs, representatives, successors, and assigns, stipulates and agrees to release
21 Defendant and the Released Parties from all claims, demands, rights, liabilities and causes of
22 action of every nature and description whatsoever, known or unknown, asserted or that might
23 have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule
24 or regulation arising out of, relating to, or in connection with any act or omission by or on the
25 part of any of the Released Parties committed or omitted prior to the execution hereof. Plaintiff
26 stipulates and agrees that he expressly waives and relinquishes, to the fullest extent permitted by
27 law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any
28 comparable provision under federal or state law, which provides:

1 **A general release does not extend to claims which the**
2 **creditor does not know or suspect to exist in his or her**
3 **favor at the time of executing the release, which if known**
4 **by him or her must have materially affected his or her**
5 **settlement with the debtor.**

6 Plaintiff may hereafter discover facts in addition to or different from those he now
7 knows or believes to be true with respect to the subject matter of any claims, but shall be
8 deemed to have, and by operation of the Judgment shall have, fully, finally, and forever
9 settled and released any and all claims, whether known or unknown, suspected or
10 unsuspected, contingent or non-contingent, which now exist, or heretofore have existed,
11 upon any theory of law or equity now existing or coming into existence in the future,
12 including, but not limited to, conduct that is negligent, intentional, with or without malice,
13 or a breach of any duty, law or rule, without regard to the subsequent discovery or
14 existence of such different or additional facts.

15 31. Tax Liability. The Parties make no representations as to the tax treatment or legal
16 effect of the payments called for hereunder, and Settlement Class Members are not relying on
17 any statement or representation by the Parties in this regard. Settlement Class Members
18 understand and agree that they will be responsible for the payment of any employee-side taxes,
19 interest, and penalties assessed on the payments described herein.

20 32. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this
21 section, the “Acknowledging Party” and each Party to this Agreement other than the
22 Acknowledging Party, an “Other Party”) acknowledges and agrees that (1) no provision of this
23 Agreement, and no written communication or disclosure between or among the Parties or their
24 attorneys and other advisers, is or was intended to be, nor shall any such communication or
25 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of
26 United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the
27 Acknowledging Party (a) has relied exclusively upon his, her or its own, independent legal and
28 tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not
 entered into this Agreement based upon the recommendation of any other party or any attorney

1 or advisor to any Other Party, and (c) is not entitled to rely upon any communication or
2 disclosure by any attorney or adviser to any Other Party to avoid any tax penalty that may be
3 imposed on the Acknowledging Party; and (3) no attorney or adviser to any Other Party has
4 imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax
5 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
6 Acknowledging Party of the tax treatment or tax structure of any transaction, including any
7 transaction contemplated by this Agreement.

8 33. Notice and Preliminary Approval of Settlement. As part of this Settlement,
9 Plaintiff will request that the Court: (a) grant preliminary approval of the Settlement, (b)
10 certify a Settlement Class, (c) approve notice to Settlement Class Members of the
11 Settlement, and (d) grant final approval of the Settlement. Plaintiff shall request a hearing
12 before the Court to obtain preliminary approval of the Settlement. In conjunction with the
13 hearing, Plaintiff will submit this Agreement, which sets forth the terms of this Settlement,
14 and will include a proposed Notice, as necessary to implement the Settlement.

15 34. Settlement Administration. Within twenty-one (21) calendar days after the Court
16 grants preliminary approval of this Agreement, Defendant shall provide the Settlement
17 Administrator with the Class Information for purposes of mailing the Notice to Settlement Class
18 Members.

19 a. Notice By First Class U.S. Mail with Business Reply Mail Postage. Upon
20 receipt of the Class Information, the Settlement Administrator will perform a
21 search based on the National Change of Address Database to update and correct
22 any known or identifiable address changes. Within ten (10) business days after
23 receiving the Class Information from Defendant as provided herein, the
24 Settlement Administrator shall mail copies of the Notice to all Settlement Class
25 Members via regular First Class U.S. Mail. The Settlement Administrator shall
26 exercise its best judgment to determine the current mailing address for each
27 Settlement Class Member. The address identified by the Settlement
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1 Administrator as the current mailing address shall be presumed to be the best
2 mailing address for each Settlement Class Member.

3 i. Undeliverable Notices. Any Notice returned to the Settlement
4 Administrator as non-delivered on or before the Response Deadline shall be
5 re-mailed to the forwarding address affixed thereto. If no forwarding
6 address is provided, the Settlement Administrator shall promptly attempt to
7 determine a correct address by use of skip-tracing, or other search using the
8 name, address and/or Social Security number of the respective Settlement
9 Class Member, and shall then perform a re-mailing, if another mailing
10 address is identified by the Settlement Administrator. If a Settlement Class
11 Member's Notice is returned to the Settlement Administrator more than
12 once as non-deliverable on or before the Response Deadline, then an
13 additional Notice need not be re-mailed and the Settlement Class Member
14 is deemed to have received Notice.

15 b. No Claim Form Necessary. All Settlement Class Members who do not
16 request to be excluded from the Settlement will receive Individual Settlement
17 Payments from the Net Settlement Amount; submission of a claim form is not
18 necessary to receive an Individual Settlement Payment. Estimated Individual
19 Settlement Payments will be stated in the Notice.

20 i. Disputes Regarding Individual Settlement Payments. Settlement
21 Class Members will have the opportunity, should they disagree with
22 Defendant's records regarding their employment dates or Total Hours
23 Worked, to provide documentation and/or an explanation to correct the
24 information and seek modification of their estimated Individual Settlement
25 Payments. If there is a dispute, the Settlement Administrator will consult
26 with the Parties to determine whether an adjustment is warranted. The
27 Settlement Administrator shall determine the eligibility for, and the
28 amounts of, any Individual Settlement Payments under the terms of this

1 Agreement. The Settlement Administrator's determination of the eligibility
2 for and amount of any Individual Settlement Payment shall be final and
3 binding upon the Settlement Class Members and the Parties.

4 ii. Disputes Regarding Administration of Settlement. Any disputes
5 not resolved concerning the administration of the Settlement will be
6 resolved by the Court, under the laws of the State of California. Prior to
7 any such involvement of the Court, counsel for the Parties will confer in
8 good faith to resolve the disputes without the necessity of involving the
9 Court.

10 c. Exclusions. The Notice shall state that Settlement Class Members who
11 wish to exclude themselves from the Settlement must submit a written request for
12 exclusion by the Response Deadline. The written request for exclusion: (1) must
13 contain the name, address, telephone number and the last four digits of the Social
14 Security number and/or the Employee ID number of the person requesting
15 exclusion, (2) must be signed by the Settlement Class Member; (3) must be
16 postmarked by the Response Deadline and returned to the Settlement
17 Administrator at the specified address; and (4) must describe the Settlement
18 Class Member's intent to request exclusion, opt out, or words to that effect. If a
19 signed request for exclusion is not timely submitted stating the name and address
20 of the Settlement Class Member, it will not be deemed valid for exclusion from
21 this Settlement. The date of the postmark on the return mailing envelope of the
22 request for exclusion shall be the exclusive means used to determine whether the
23 request for exclusion was timely submitted. Any Settlement Class Member who
24 requests to be excluded from the Settlement Class will not be entitled to any
25 recovery under the Settlement and will not be bound by the terms of the
26 Settlement or have any right to object, appeal or comment thereon. Settlement
27 Class Members who fail to submit a valid and timely written request for
28 exclusion on or before the Response Deadline shall be bound by all terms of the

1 Settlement and any Judgment entered in this Action, if the Settlement is finally
2 approved by the Court.

3 i. No later than fourteen (14) calendar days after the Response
4 Deadline, the Settlement Administrator shall provide counsel for Defendant
5 only with a complete list of all Settlement Class Members who have timely
6 submitted written requests for exclusion. At no time shall any of the Parties
7 or their counsel seek to solicit or otherwise encourage members of the
8 Settlement Class to submit requests for exclusion from the Settlement.

9 ii. No later than thirty (30) calendar days after the Response
10 Deadline, the Settlement Administrator will provide Defendant with an
11 accounting of all payments and awards payable from the Gross Settlement
12 Amount.

13 d. Objections. The Notice shall state that Settlement Class Members who
14 wish to object to the Settlement may mail to the Settlement Administrator a
15 written statement of objection (“Notice of Objection”) by the Response Deadline.
16 The date of the postmark on the return envelope shall be the exclusive means for
17 determining that a Notice of Objection was timely submitted. The Notice of
18 Objection must be signed by the Settlement Class Member and state: (1) the full
19 name of the Settlement Class Member; (2) the last four digits of the Settlement
20 Class Member’s Social Security number and/or the Employee ID number; and
21 (3) the basis for the objection. Class Counsel shall include all objections
22 received and Plaintiff’s response(s) with Plaintiff’s motion for final approval of
23 the Settlement. Settlement Class Members who submit a timely Notice of
24 Objection will have a right to have their objections heard at the Final
25 Approval/Settlement Fairness Hearing. Class Counsel shall not represent any
26 Settlement Class Members with respect to any such objections.

27 e. No Solicitation of Settlement Objections or Exclusions. The Parties agree
28 to use their best efforts to carry out the terms of this Settlement. At no time shall

1 any of the Parties or their counsel seek to solicit or otherwise encourage
2 Settlement Class Members to submit either Notices of Objection to the
3 Settlement or requests for exclusion from the Settlement, or to appeal from the
4 Court's Final Judgment.

5 35. Funding and Allocation of Gross Settlement Amount. Within five (5) business
6 days after the Effective Date, Defendant shall provide the Gross Settlement Amount to the
7 Settlement Administrator. Payments from the Gross Settlement Amount shall be made, as
8 specified in this Agreement and approved by the Court, for: (1) Individual Settlement Payments
9 to Settlement Class Members who do not request to be excluded, (2) Class Representative
10 Enhancement Award, (3) Class Counsel Award, (4) PAGA Payment, and (6) the Settlement
11 Administration Costs. Defendant's employer-taxes on the wage portion of any Individual
12 Settlement Payments will be paid separate and in addition to the Gross Settlement Amount by
13 Defendant.

14 a. Individual Settlement Payments. Individual Settlement Payments will be
15 paid from the Net Settlement Amount and shall be paid pursuant to the terms set
16 forth herein. Individual Settlement Payments shall be mailed by regular First
17 Class U.S. Mail to the respective Settlement Class Member's last known mailing
18 address within fourteen (14) calendar days after Defendant provides funds to the
19 Settlement Administrator for disbursement under this Agreement. Individual
20 Settlement Payments will be allocated as follows: 25% as wages, 50% as
21 penalties, and 25% as interest. Any checks issued to Settlement Class Members
22 shall remain valid and negotiable for one hundred and eighty (180) days from the
23 date of their issuance.

24 i. Calculation of Individual Settlement Payments. Defendant will
25 calculate the Total Hours Worked by each Settlement Class Member. The
26 Settlement Administrator will divide the respective Total Hours Worked
27 for each Settlement Class Member by the Total Hours Worked for all
28 Settlement Class Members, resulting in the Payment Ratio for each

1 Settlement Class Member. The Settlement Administrator will multiply
2 each Settlement Class Member's Payment Ratio by the Net Settlement
3 Amount to determine his or her Individual Settlement Payment. Each
4 Individual Settlement Payment will be reduced by any legally mandated
5 deductions (e.g., payroll taxes, etc.), as calculated by the Settlement
6 Administrator. Defendant's share of payroll taxes and other required
7 withholdings from Individual Settlement Payments, including but not
8 limited to Defendant's FICA and FUTA contributions, shall be paid by
9 Defendant in addition to the Gross Settlement Amount. Settlement Class
10 Members are not eligible to receive any compensation under the
11 Settlement other than Individual Settlement Payments.

12 b. Unpaid Cash Residue or Unclaimed/Abandoned Class Member Funds. In
13 accordance with California Rule of Civil Procedure section 384, any unpaid cash
14 residue or unclaimed or abandoned class member funds generally attributable to
15 California residents, plus any accrued interest that has not otherwise been
16 distributed pursuant to order of this Court, shall be transmitted as follows:

17 i. Twenty-five percent (25%) to the State of California State
18 Treasury for deposit in the Trial Court Improvement and Modernization
19 Fund, established in section 77209 of the Government Code, and subject
20 to appropriation in the annual Budget Act for the Judicial Council to
21 provide grants to trial courts for new or expanded collaborative courts or
22 grants for Sargent Shriver Civil Counsel;

23 ii. Twenty-five percent (25%) to the State of California State
24 Treasury for deposit into the Equal Access Fund of the Judicial Branch, to
25 be distributed in accordance with sections 6216 through 6223, inclusive,
26 of the Business and Professions Code, except that administrative costs
27 shall not be paid to the State Bar or the Judicial Council from this sum;
28

1 iii. The remaining fifty percent (50%) of any such unclaimed funds
2 will be sent to Legal Aid at Work.

3 c. Class Representative Enhancement Award. Subject to Court approval, in
4 exchange for the release of all Released Claims, a general release under
5 Section 1542 of the California Civil Code, and for his time and effort in bringing
6 and prosecuting this matter, Plaintiff shall be paid up to Five Thousand Dollars
7 (\$5,000.00), subject to Court approval. The Class Representative Enhancement
8 Award shall be paid to Plaintiff from the Gross Settlement Amount no later than
9 fourteen (14) calendar days after Defendant provides funds to the Settlement
10 Administrator for disbursement under this Agreement. Any portion of the
11 requested Class Representative Enhancement Award that is not awarded to the
12 Class Representative shall be part of the Net Settlement Amount and shall be
13 distributed to Settlement Class Members as provided in this Agreement. The
14 Settlement Administrator shall issue an IRS Form 1099 – MISC to Plaintiff for
15 his Class Representative Enhancement Award. Plaintiff shall be solely and
16 legally responsible to pay any and all applicable taxes on his Class
17 Representative Enhancement Award and shall hold harmless Defendant and
18 Released Parties from any claim or liability for taxes, penalties, or interest arising
19 as a result of the Class Representative Enhancement Award. The Class
20 Representative Enhancement Award shall be in addition to the Plaintiff's
21 Individual Settlement Payment as a Settlement Class Member.

22 d. Class Counsel Award. Defendant agrees not to oppose or object to any
23 application or motion by Class Counsel for attorneys' fees not to exceed One
24 Million Eight Hundred Sixty-Four Thousand Eight Hundred Dollars
25 (\$1,864,800) or 33.3% of the Gross Settlement Amount. Defendant further
26 agrees not to oppose any application or motion by Class Counsel for the
27 reimbursement of actual costs, subject to submission of records to the Court,
28 associated with Class Counsel's prosecution of this Action from the Gross

1 Settlement Amount. Any portion of the requested Class Counsel Award that is
2 not awarded to Class Counsel shall be part of the Net Settlement Amount and
3 distributed to Settlement Class Members as provided in this Agreement. So long
4 as there are no objections, Class Counsel shall be paid any Court-approved fees
5 and costs no later than fourteen (14) calendar days after Defendant provides
6 funds to the Settlement Administrator for disbursement under this Agreement.
7 Class Counsel shall be solely and legally responsible to pay all applicable taxes
8 on the payment made pursuant to this paragraph. The Settlement Administrator
9 shall issue an IRS Form 1099 – MISC to Class Counsel for the payments made
10 pursuant to this paragraph. This Settlement is not contingent upon the Court
11 awarding Class Counsel any particular amount in attorneys’ fees and costs.

12 e. PAGA Payment. Twenty Thousand Dollars (\$20,000.00) shall be
13 allocated to the release of Plaintiff’s PAGA claim. From that allocation, the
14 Settlement Administrator shall make the PAGA Payment to the California Labor
15 and Workforce Development Agency in the amount of Fifteen Thousand Dollars
16 (\$15,000.00). The PAGA Payment will be paid from the Gross Settlement
17 Amount within fourteen (14) calendar days after Defendant provides funds to the
18 Settlement Administrator for disbursement under this Agreement. The remaining
19 Five Thousand Dollars (\$5,000) of the amount allocated to the release of
20 Plaintiff’s PAGA claim shall be included as part of the Net Settlement Amount
21 for payment to Settlement Class Members who do not request to be excluded
22 from the Settlement.

23 f. Settlement Administration Costs. The Settlement Administrator shall be
24 paid for the costs of administration of the Settlement from the Gross Settlement
25 Amount. The capped cost of administration for this Settlement is \$38,000. The
26 Settlement Administrator shall provide the Parties with a declaration to support
27 the cost of administration. The Settlement Administrator shall be paid the
28 Settlement Administration Costs no later than fourteen (14) calendar days after

1 Defendant provides funds to the Settlement Administrator for disbursement
2 under this Agreement. The Settlement Administrator, on Defendant's behalf,
3 shall have the authority and obligation to make payments, credits and
4 disbursements, including in the manner set forth herein, to Settlement Class
5 Members and the Internal Revenue Service, calculated in accordance with the
6 methodology set out in this Agreement and orders of the Court.

7 i. The Parties agree to cooperate in the Settlement Administration
8 process and to make all reasonable efforts to control and minimize the
9 cost and expenses incurred in administration of the Settlement. The
10 Parties each represent they do not have any financial interest in the
11 Settlement Administrator or otherwise have a relationship with the
12 Settlement Administrator that could create a conflict of interest.

13 ii. The Settlement Administrator shall be responsible for: processing
14 and mailing payments to the Plaintiff, Class Counsel, Settlement Class
15 Members, the Internal Revenue Service, the California Labor and
16 Workforce Development Agency, California State Treasury, and the *cy*
17 *pres*; printing and mailing the Notice to the Settlement Class Members, as
18 directed by the Court; receiving and reporting the requests for exclusion
19 and Notices of Objection submitted by Settlement Class Members;
20 completing all tax reporting, withholdings, and payments to the Internal
21 Revenue Service, including employer's share of payroll taxes;
22 distributing all tax forms for payments under this Agreement; providing
23 declaration(s) and reports as necessary in support of preliminary and final
24 approval of this Settlement; and other tasks as the Parties mutually agree
25 or the Court orders the Settlement Administrator to perform both before
26 and after distribution of the Gross Settlement Amount. The Settlement
27 Administrator shall keep the Parties timely apprised of the performance
28 of all Settlement Administrator responsibilities.

1 g. No person shall have any claim against Defendant, Defense Counsel,
2 Plaintiff, Settlement Class Members, Class Counsel or the Settlement
3 Administrator based on distributions and payments made in accordance with this
4 Agreement.

5 36. Final Settlement Approval Hearing and Entry of Final Judgment. Upon
6 expiration of the Response Deadline, with the Court's permission, a Final
7 Approval/Settlement Fairness Hearing shall be conducted to determine final approval of the
8 Settlement along with the amount properly payable for (i) the Class Counsel Award, (ii) the
9 Class Representative Enhancement Award, (iii) Individual Settlement Payments, (iv) the
10 Settlement Administration Cost, and (v) the PAGA Payment. Pursuant to California Rule
11 of Court 3.769(h), after granting final approval, the Court shall retain jurisdiction over the
12 Parties to enforce the terms of the judgment.

13 37. Option to Terminate Settlement. If more than five percent (5%) of all
14 Settlement Class Members submit written requests for exclusion from the Settlement,
15 Defendant shall have, in its sole discretion, the option to terminate this Settlement. In such
16 case, Defense Counsel will notify Class Counsel of its decision to terminate the Settlement
17 within twenty-one (21) calendar days following a final report by the Settlement
18 Administrator of the number of requests for exclusion. Further, to the extent Defendant has
19 made any payments under this Agreement, all payments shall be fully refunded to
20 Defendant, except that any fees already incurred by the Settlement Administrator shall be
21 paid by Defendant, and the Parties shall proceed in all respects as though this Agreement
22 had not been executed.

23 38. Nullification of Settlement Agreement. In the event: (i) the Court does not
24 enter an order for preliminary approval; (ii) the Court does not enter an order for final
25 approval; (iii) the Court does not enter a Final Judgment, (iv) the Effective Date is not
26 triggered, or (v) the Settlement does not become final for any other reason, this Settlement
27 Agreement shall be null and void and any order or judgment entered by the Court in
28 furtherance of this Settlement shall be treated as void from the beginning. In such case,

1 Defendant shall not make any payment under this Agreement, and the Parties shall proceed
2 in all respects as if this Agreement had not been executed, except that any fees already
3 incurred by the Settlement Administrator shall be paid by the Parties in equal shares.

4 39. No Effect on Employee Benefits. Amounts paid to Plaintiff or other
5 Settlement Class Members pursuant to this Agreement shall be deemed not to be
6 pensionable earnings and shall not have any effect on the eligibility for, or calculation of,
7 any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the
8 Plaintiff or Settlement Class Members.

9 40. Publicity. Plaintiff and Class Counsel agree not to file a press release
10 regarding the settlement, respond to press/media inquiries regarding the settlement prior to
11 the Court granting Final Approval of the Settlement, or otherwise publicize the terms of
12 this Settlement, except in Court filings. Plaintiff will not disparage Defendant or its
13 counsel. Plaintiff will not speculate about the motivations behind the decision of
14 Defendant to settle this Action.

15 41. No Admission By Defendant. Defendant denies any and all claims alleged in
16 this Action and denies all wrongdoing whatsoever. This Agreement is not a concession or
17 admission of any liability or wrongdoing by Defendant, and it shall not be used against
18 Defendant as an admission with respect to any claim of fault, concession or omission by
19 Defendant.

20 42. Exhibits and Headings. The terms of this Agreement include the terms set
21 forth in the attached exhibit, which is incorporated by this reference as though fully set
22 forth herein. The exhibit to this Agreement is an integral part of the Settlement; however,
23 the terms of this Agreement control in case of conflict. The descriptive headings of any
24 paragraphs or sections of this Agreement are inserted for convenience of reference only.

25 43. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the
26 Action, except such proceedings necessary to implement and complete the Settlement,
27 pending the Final Approval/Settlement Fairness Hearing to be conducted by the Court.
28

1 44. Amendment or Modification. This Agreement may be amended or modified
2 only by a written instrument signed by counsel for all Parties or their successors-in-interest.

3 45. Entire Agreement. This Agreement and the attached exhibit constitute the
4 entire Agreement among these Parties, and no oral or written representations, warranties or
5 inducements have been made to any Party concerning this Agreement or its exhibit other
6 than the representations, warranties and covenants contained and memorialized in the
7 Agreement and its exhibit.

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

23 47. Binding on Successors and Assigns. This Agreement shall be binding upon,
24 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
25 defined.

26 48. California Law Governs. All terms of this Agreement and the exhibit hereto
27 shall be governed by and interpreted according to the laws of the State of California.
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DEFENDANT

Date: _____

Michael J. Hogsten
General Counsel - North America
Chief Compliance Officer
Senior Vice President
on behalf of Defendant
G4S Secure Solutions (USA) Inc.

DEFENDANT'S COUNSEL
Gordon & Rees LLP

Date: _____

Stephen E. Ronk
Linh T. Hua

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49. Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts together shall be deemed to be one and the same instrument.

50. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

51. Jurisdiction of the Court. In accordance with California Rule of Court 3.769(h), the Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

52. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

Date: 11-18-2017

PLAINTIFF



David Arteaga

CLASS COUNSEL
The Bainer Law Firm



Date: November 17, 2017

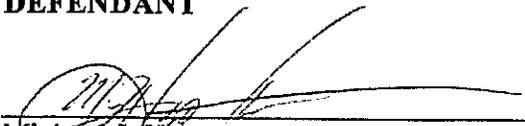
Matthew R. Bainer

[Signatures continue on following page.]

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DEFENDANT

Date: NOVEMBER 13, 2017

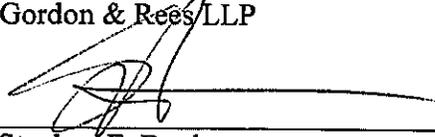


Michael J. Hogsten
General Counsel - North America
Chief Compliance Officer
Senior Vice President
on behalf of Defendant
G4S Secure Solutions (USA) Inc.

DEFENDANT'S COUNSEL

Gordon & Rees LLP

Date: 11/14/17



Stephen E. Ronk
Linh T. Hua

NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT

If you are or were employed by G4S Secure Solutions (USA) Inc. ("G4S"), as a non-exempt security guard in California, at any time between May 4, 2013 and [date], a class action settlement may affect your rights.

*A court authorized this Notice in the matter of David Arteaga v. G4S Secure Solutions (USA) Inc.
_____ Superior Court, Case No. _____*

Your legal rights may be affected by this Settlement. Please read this Notice carefully.

Plaintiff David Arteaga, on behalf of himself and other similarly situated employees, sued G4S for failure to pay overtime wages, failure to pay minimum wages, failure to provide meal and rest periods, failure to timely pay wages, failure to provide accurate wage statements, and violation of the Private Attorneys General Act and Business & Professions Code ("Action"). G4S strongly denies any and all claims alleged in the Action and denies any and all wrongdoing and liability. The proposed Settlement is not a concession or admission by G4S that the Action has any merit whatsoever. The Court has not ruled on the merits of Plaintiff's claims.

The Court has preliminarily approved the Settlement in this Action and determined that there is sufficient evidence to suggest that the proposed Settlement is fair, adequate, and reasonable. If you qualify as a Settlement Class Member, you may receive money from the Settlement. A final determination will be made by the Court at a Final Approval/Settlement Fairness Hearing.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will be paid your Individual Settlement Payment in exchange for releasing the Released Claims against Defendant and Released Parties (see Section 11).
EXCLUDE YOURSELF	You will not be paid your Individual Settlement Payment, and you will retain any rights to sue for the Released Claims against G4S. You will not be able to object to the Settlement.
DISPUTE THE NUMBER OF TOTAL HOURS WORKED	If you dispute the listed number of hours that you worked as a non-exempt security guard for G4S in California at any time between May 4, 2013 and [date] ("Class Period"), you may contact the Settlement Administrator to provide additional information and resolve the dispute. You will be paid your Individual Settlement Payment, or an adjusted amount.
OBJECT	You will tell the Court why you don't agree with the Settlement, following the procedures described more fully below in Section 13. The Court may or may not agree with your objection. However, if the Court does not agree with your objection, you may still be paid your Individual Settlement Payment.
HOW MUCH CAN I GET?	The number of hours that you worked as a non-exempt security guard for G4S in California during the Class Period ("Total Hours Worked") is _____. Your estimated Individual Settlement Payment is \$_____.

1. Why Did I Get This Notice?

You are not being sued. Plaintiff sued G4S in a class and representative action on behalf of current and former security guards of G4S in California. Records show that you worked for G4S in California as a non-exempt security guard during the Class Period.

You received this Notice because you have a right to know about a proposed Settlement and your options before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, the Settlement Administrator appointed by the Court will make all payments approved by the Court. This Notice explains the Action, the Settlement, your legal rights, what benefits are available, who is eligible to receive them, and how to receive payment.

2. What Is This Action About?

Plaintiff is a current non-exempt security guard of G4S who worked in California during the Class Period. On May 4, 2017, Plaintiff filed a putative class action against G4S for various alleged wage and hour violations, including: (1) failure of pay overtime wages, (2) failure of pay minimum wages, (3) failure to provide meal periods, (4) failure to provide rest periods, (5) failure to timely pay wages upon termination, (6) failure to provide accurate wage statements, (7) violation of the Private Attorneys General Act, and (8) violation of the California Business & Professions Code. The parties reached an agreement to resolve Plaintiff's claims. The Court has preliminarily approved Plaintiff to represent the Settlement Class. However, the Court has not made any findings with respect to the merits of Plaintiff's claims.

3. Do I Need to Hire an Attorney?

You do not need to hire your own attorney. The Court has already preliminarily appointed Class Counsel (see Section 15). However, you may hire your own attorney at your own expense if you choose to do so.

4. What Is G4S's Position?

G4S denies any wrongdoing or liability whatsoever and denies that wages, damages, or penalties are owed, or that it acted contrary to California law. G4S believes that it has valid defenses to Plaintiff's claims. By agreeing to settle, G4S is not admitting liability on any of the factual or legal allegations in the Action, or that the Action can proceed as a class or representative action. G4S has agreed to settle the Action as a compromise with Plaintiff and Class Counsel.

5. Why Is There a Settlement?

The Court did not decide in favor of Plaintiff or G4S. After a thorough investigation into the facts of this Action, the parties agreed to the Settlement following a mediation session with a neutral third-party mediator. The Action settled because Class Counsel and Plaintiff believe that the amount of the Settlement is fair, adequate, and reasonable in light of the strengths and weaknesses of the claims and other factors present and potential in this Action.

6. What Does the Settlement Provide?

Settlement Class Members who do not timely send a valid request for exclusion to the Settlement Administrator will receive Individual Settlement Payments from the Net Settlement Amount ("NSA"). The NSA is the portion of the Gross Settlement Amount ("GSA") available for distribution to Settlement Class Members, after deductions ordered by the Court in its final approval, as discussed below.

The GSA is \$5,600,000. From the GSA, Class Counsel will ask the Court to award attorneys' fees in the amount of \$1,864,800, which represents 33.3 % of the GSA, and actual litigation costs. Class Counsel will also ask the Court to

authorize an Enhancement Award to be paid to Plaintiff from the GSA in the amount of \$5,000, to compensate him for the risks, time, and expense of his involvement in the Action. This payment is in addition to any Individual Settlement Payment that Plaintiff is otherwise entitled to as a Settlement Class Member. The Settlement Administrator will also be paid for the expense of notifying the Settlement Class Members of the Settlement, processing forms and requests for exclusions, distributing all payments, and completed all tasks related to the administration of this Settlement. Settlement Administration Costs are \$38,000, to be paid from the GSA. Finally, Class Counsel will ask the Court to approve an allocation in the amount of \$20,000, for claims released under the California Private Attorneys General Act of 2004, with 75% of the allocation (\$15,000), to be awarded to the California Labor and Workforce Development Agency, and 25% of the allocation (\$5,000), to be awarded to Settlement Class Members by including that amount in the NSA.

7. What Can I Get From the Settlement?

Settlement Class Members (who do not request to be excluded) will be paid from the Net Settlement Amount; 25% of each Individual Settlement Payment will be designated for alleged unpaid wages, for which an IRS Form W-2 shall be issued; 50% will be designated for alleged penalties, for which an IRS Form 1099 shall be issued; and 25% will be designated for alleged interest, for which an IRS Form 1099 shall be issued, as appropriate. Individual Settlement Payments from the Net Settlement Amount are subject to any applicable tax withholdings. The amount of tax withholding from your Individual Settlement Payment may or may not be sufficient to cover your applicable tax obligations to the Internal Revenue Service. Please consult your tax adviser, as needed. Neither the named parties nor any counsel in this Action make any representations as to the tax treatment of Individual Settlement Payments provided by the Settlement.

8. How Was My Individual Payment Amount Calculated?

Based on G4S's records, the Settlement Administrator calculated each Settlement Class Member's Individual Settlement Payment by: (1) calculating the Total Hours Worked for each Settlement Class Member during the Class Period; and (2) dividing each respective Settlement Class Member's Total Hours Worked by the Total Hours Worked by all Settlement Class Members during the Class Period, resulting in the Payment Ratio for each Settlement Class Member. Each Settlement Class Member's Payment Ratio is then multiplied by the NSA to determine his or her Individual Settlement Payment. Each Individual Settlement Payment will be reduced by any legally mandated deductions (e.g., payroll taxes, etc.), for each Settlement Class Member.

Settlement Class Members who subject valid and timely requests for exclusion will not be entitled to receive Individual Settlement Payments. The estimated Individual Settlement Payments allocated to those individuals will be redistributed to other Settlement Class Members, as calculated by the Settlement Administrator to reflect proportionally increases to the payments for Settlement Class Member who do not request exclusion such that the aggregate of settlement payout to Settlement Class Members equals 100% of the NSA.

9. How Can I Get Payment?

You do not need to take any action to qualify for payment. However, if you dispute the number Total Hours Worked, as stated above, you may contact the Settlement Administrator with the details of your dispute, including any supporting information or documentation, no later than [date]. If you do nothing, you will receive your Individual Settlement Payment calculated based on the Total Hours Worked as identified in this Notice and be bound by the terms of the Settlement (including the Released Claims described in Section 11).

10. When Would I Get My Payment?

The Court will hold the Final Approval/Settlement Fairness Hearing on [DATE], at [TIME], in Department 322 of the California Superior Court for the County of _____, located at _____, to decide whether to grant final approval of the Settlement and enter final judgment. This hearing date is subject to continuance without further notice. If the Court grants final approval of the Settlement, your Individual Settlement Payment will be mailed after entry of Final judgment, unless there are objections, appeals, or other challenges to the Settlement, the Final Judgment or otherwise.

11. What Rights Do I Give Up If I Participate or Do Nothing?

Unless you submit a timely and valid request for exclusion from the Settlement, you will remain a Settlement Class Member, and you will be bound by the terms of the Settlement, including releasing the Released Claims against G4S and Released Parties. It also means that all of the Court's orders will apply to you and legally bind you.

Unless you submit a valid and timely request for exclusion, you shall be deemed to fully and finally release and discharge G4S and any parent, subsidiary, affiliate, predecessor or successor, and all agents, employees (current and former), officers, directors, insurers, and attorneys ("Released Parties") from any and all known and unknown claims, losses, damages, liquidated damages, penalties, interest, liabilities, causes of action, civil complaints, arbitration demands or suits which arise from the facts asserted in the Action, including, without limitation to, all claims under the California Labor Code as alleged in the Action for failure to provide meal or rest periods, failure to pay overtime or minimum wages, failure to timely pay wages, inaccurate wage statements, waiting time penalties, penalties under the Private Attorneys General Act sections 2698, *et seq.*, and violations of California Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*) or for other remuneration whether sought under statute, tort, contract, as an unfair business practice, or otherwise ("Released Claims").

12. How Do I Exclude Myself from the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself by submitting a written request for exclusion no later than [date]. The written request for exclusion: (1) must contain the name, address, telephone number and the last four digits of the Social Security number and/or the Employee ID number of the person requesting exclusion, (2) must be signed by the Settlement Class Member; (3) must be postmarked no later than [date] and returned to the Settlement Administrator at the address listed below; and (4) must describe the Settlement Class Member's intent to request exclusion, opt out, or words to that effect.

Settlement Administrator
Address
Phone: (***) ***-****

If you submit a valid and timely request for exclusion, you shall be barred from participating in the Settlement. You may not object and will not receive an Individual Settlement Payment. You will retain all rights you may have against G4S.

13. How Do I Object to the Settlement and Appear at the Final Approval and Fairness Hearing?

To object, you must submit a valid and timely written objection to the Settlement Administrator listed in Section 12, no later than [date]. The written objection must be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class Member; (2) the last four digits of the Settlement Class Member's Social Security number and/or the Employee ID number; and (3) the basis for the objection. Any Settlement Class Member who fails to submit a valid and timely written objection shall be barred from making any statement objecting to this Settlement, including at the Final Approval Hearing, and shall forever waive his or her objection, except by special

permission of the Court. If the Court rejects your objection, you will be bound by the terms of the Settlement. You do not have to attend the Final Approval Hearing, but you may do so at your own expense. If you send an Objection, you do not have to come to Court to talk about it.

14. When Is the Final Approval and Fairness Hearing?

The Court will hold a Final Approval/Settlement Fairness Hearing in Department 322 of the California Superior Court for the County of _____, located at _____, on [date] at [time], to determine whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also be asked to approve Class Counsel's request for attorneys' fees and litigation costs, Plaintiff's Enhancement Award, Settlement Administration Costs, and the PAGA Payment.

The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing, but you may do so at your own expense. Notice of the final judgment will be on file with the Clerk of the Court and posted on [settlement administrator website].

15. How Do I Get Additional Information?

This Notice provides a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the Class Action Settlement Agreement between Plaintiff and G4S, which is on file with the Clerk of the Court. Additionally, the pleadings and other records in this Action may be examined at any time during regular business hours at the Office of the Clerk of the California Superior Court for the County of _____, located at _____. If you have any questions, you may contact the Settlement Administrator or Class Counsel.

CLASS COUNSEL	COUNSEL FOR G4S
Matthew R. Bainer, Esq. THE BAINER LAW FIRM 191 Harrison Street, Suite 1100 Oakland, California 94612 Tel.: (510) 922-1802	Stephen E. Ronk, Esq. Linh T. Hua, Esq. GORDON & REES LLP 633 West Fifth St., 52 Floor Los Angeles, California 90071 Tel.: (213) 576-5000

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

BY ORDER OF THE COURT.