

## 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 March 2, 2018, 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.  
Alameda County Superior Court, Case No. RG17859072*

*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

<b>DO NOTHING</b>	You will be paid your Individual Settlement Payment in exchange for releasing the Released Claims against Defendant and Released Parties (see Section 11).
<b>EXCLUDE YOURSELF</b>	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.
<b>DISPUTE THE NUMBER OF TOTAL HOURS WORKED</b>	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 March 2, 2018 ("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.
<b>OBJECT</b>	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.
<b>HOW MUCH CAN I GET?</b>	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 <<Insert Hrs.>>. Your estimated Individual Settlement Payment is \$<<Est. Amount>>.

### 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 May 18, 2018. 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 July 10, 2018, at 3:00 p.m., in Department 23 of the California Superior Court for the County of Alameda, located at 1221 Oak Street, Oakland, California 94612 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 May 18, 2018. 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 May 18, 2018 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.

Arteaga v. G4S Secure Solutions (USA) Inc.  
c/o Phoenix Settlement Administrators  
PO Box 7208  
Orange, CA 92863  
Phone: (888) 350-7806

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 may not have his or her objection considered by 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 23 of the California Superior Court for the County of Alameda, located at 1221 Oak Street, Oakland, California 94612 on July 10, 2018, at 3:00 p.m., 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 <http://phoenixclassaction.com/arteaga-v-g4s-secure-solutions-usa/>.

### 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, in addition to other documents and information related to this settlement, is available at the following website: <http://phoenixclassaction.com/arteaga-v-g4s-secure-solutions-usa/>. Additionally, the pleadings and other records in this Action may be examined at any time on the Court's own Domain Web website at <https://publicrecords.alameda.courts.ca.gov/prs> by entering in the case number RG17859072. If you have any questions, you may contact the Settlement Administrator or Class Counsel.

<b>CLASS COUNSEL</b>	<b>COUNSEL FOR G4S</b>
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**PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.**

**BY ORDER OF THE COURT.**