

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

Hill et al. v. Garda CL Northwest, Inc., King County Superior Court No. 09-2-07360-1 (“*Hill*”)
Gayken et al. v. Garda CL Northwest, Inc., King County Superior Court No. 15-2-26829-1
 (“*Gayken*”)

Subject to the approval of King County Superior Court (the “Court”), it is hereby agreed by and between Plaintiffs Larry Hill, Adam Wise, and Robert Miller (“*Hill* Plaintiffs”), on behalf of themselves and the Hill Class, and Michael Gayken, Rudi Greer, Jason Milam, and John Udea (“*Gayken* Plaintiffs”), on behalf of themselves and the Gayken Class (the *Hill* Plaintiffs and *Gayken* Plaintiffs are collectively referred to as “Class Representatives”), on the one hand, and Defendant Garda CL Northwest, Inc. (“Garda”), on the other hand (Plaintiffs and Garda being hereafter collectively described as the “Settling Parties”), as set forth below:

I. The Conditional Nature of This Agreement.

This Class Action Settlement Agreement and Release including the referenced Exhibits (“Agreement”) is made for the sole purpose of attempting to consummate settlement of the above captioned actions (the “Litigation”) on a class action basis. This Agreement and the settlement it evidences is made in compromise of disputed claims. Because this Agreement purports to settle the Litigation on a class action basis, this settlement must receive preliminary and final approval from the Court. Accordingly, the Settling Parties enter into this Agreement and associated settlement on a conditional basis that the Court enter an Order Granting Final Approval of the Settlement and Judgment (“Final Approval Order”). In the event that the Court does not execute and file the Final Approval Order, or in the event that the Final Approval Order does not become Final for any reason, this Agreement shall be deemed null and void *ab initio*, it shall be of no force or effect whatsoever, it shall not be referred to or utilized for any purpose whatsoever, and the negotiation, terms, and entry of the Agreement shall remain subject to the provisions of

Evidence Rule 408, except that the documents filed in support of the motion for preliminary approval and/or final approval shall remain part of the public record.

Garda denies all of the allegations and claims, including as to liability, damages, penalties, interest, fees, restitution and all other forms of relief as well as the class action allegations asserted in the Litigation. Garda has agreed to resolve the Litigation via this Agreement, but to the extent this Agreement is disapproved by the Court, deemed void, or does not otherwise take effect, Garda does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations in the Litigation upon all procedural and factual grounds, including without limitation the ability to challenge class and/or representative action treatment on any grounds or assert any and all defenses or privileges. The Class Representatives and Class Counsel agree that Garda retains and reserves these rights, and agree not to take positions to the contrary.

II. The Parties to this Agreement.

This Agreement is made and entered into by and among the Settling Parties, with the assistance of their respective counsel of record. This Agreement is intended by the Settling Parties to fully, finally and forever resolve, discharge and settle the Released Claims upon and subject to the terms and conditions hereof. This Agreement is also intended to result in the resolution with prejudice of the underlying Litigation.

III. The Litigation.

A. *Hill*. Plaintiffs Larry Hill, Adam Wise, and Robert Miller filed their Complaint against Garda on February 10, 2009 on behalf of themselves and others similarly situated (together, the “*Hill Class*”). Plaintiffs alleged claims for unpaid wages, attorney fees, and double damages, based on alleged off the clock work and missed meal or rest periods under Washington law. Garda answered the *Hill* Complaint on April 23, 2009, denying its material allegations. On

July 23, 2010, the Court entered an order certifying a class consisting of “All persons who have been employed by Garda CL Northwest or its predecessor to work on armored trucks in the State of Washington” at any time from February 11, 2006 through February 7, 2015. Following the close of discovery and summary judgment motions on liability, *Hill* proceeded to trial on damages only. On October 23, 2015, the trial court entered findings of fact and conclusions of law in favor of the Plaintiffs. Judgment was entered in that case by Judge Julie Spector in November 2015, with subsequent appeals.

Gayken. On or about November 3, 2015, Michael Gayken, Rudi Greer, Jason Milam, and John Udea filed their Complaint for Damages seeking damages for missed rest and meal periods under Washington law on an individual basis. Garda answered this Complaint on April 12, 2016, denying its material allegations. On May 10, 2016, pursuant to a stipulation of the parties, the trial court stayed all proceedings in *Gayken* during the pendency of Garda’s appeal of the adverse judgment in *Hill*. On August 13, 2017, the *Gayken* Plaintiffs filed a First Amended Complaint (Class Action), seeking to add class-based claims on behalf of others similarly situated, essentially for a time period post-*Hill*. This did not otherwise affect the stay of proceedings. Garda has not yet answered the First Amended Complaint. The *Gayken* Plaintiffs have not yet moved for class certification. On October 2, 2019, the Parties jointly asked the trial court to consolidate *Gayken* and *Hill* for the purposes of settlement approval proceedings, which the Court granted on October 11, 2019.

B. *The Mediation*. On September 5, 2019 counsel for Garda and Class Counsel, all of whom are experienced in these types of cases, attended a mediation session with David A. Rotman, an experienced mediator knowledgeable of both wage and hour laws and class and representative claims at issue in this Litigation. The mediation culminated in a Memorandum of

Understanding executed by counsel for the Settling Parties. Following that mediation, the Parties also asked the Court of Appeals to dismiss the pending appeal in *Hill* and remand the case to King County Superior Court for class settlement approval proceedings. The Court of Appeals entered an order dismissing the appeal and remanding the case back to the trial court on September 13, 2019.

C. *Purpose of this Agreement/Stipulation.* This Agreement is intended to result in the creation of a settlement class comprised of all Persons who were employed by Garda in the state of Washington as an armored car Driver/Messenger at any time during the period of February 11, 2006 through August 5, 2018, which comprises the class periods covered collectively by *Hill* and *Gayken*.

Solely for the purpose of settling this case, the Settling Parties stipulate and agree that the requirements for establishing class action certification with respect to this class have been met and are met. If this Settlement is not approved by the Court for any reason, Garda reserves its rights to contest class certification and the parties shall revert to the respective positions they held prior to entering into the Agreement. Without limiting the generality of the foregoing, it is understood and agreed by the Settling Parties that the *Gayken* Class has not been formally certified by the Court. For settlement purposes only, Garda stipulates to the certification of this class. If the settlement memorialized in this Agreement is not finally approved by the Court, the Settling Parties agree that Garda shall have the right to contest certification of the *Gayken* Class and Class Counsel shall not present any argument that this Agreement estops or otherwise precludes from Garda contesting class action certification on any grounds if *Gayken* were to proceed.

This Agreement, if approved by the Court, will result in the termination with prejudice of the Litigation through the entry of the Final Approval Order, and the release of all Released Claims for all Class Members.

IV. Defendant's Denial of Wrongdoing or Liability.

Garda denies all of the claims and contentions alleged by the Class Representatives in the Litigation. Nonetheless, Garda has concluded that further conduct of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Agreement. Garda has also taken into account the uncertainty and risks inherent in any litigation, especially in multi-party cases like this Litigation. Garda has therefore determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Agreement.

V. Claims of the Class Representatives and Benefits of Settlement.

The Class Representatives and Class Counsel believe that the claims presently asserted in the Litigation have merit and that evidence developed to date supports the claims. However, the Class Representatives and Class Counsel recognize and acknowledge the expense and length of the type of continued proceedings necessary to prosecute the Litigation against Garda through trial in the *Gayken* action and through appeals in both actions. The Class Representatives and Class Counsel have also taken into account the uncertain outcome and the risk of any litigation, as well as the difficulties and delays inherent in such litigation. Based upon their evaluation, the Class Representatives and Class Counsel have determined that the settlement set forth in the Agreement is in the best interests of the Class.

VI. Terms of Agreement and Agreement of Settlement.

Intending to fully settle and fully compromise all Released Claims as to all Settlement Class Members, and to finally terminate the Litigation, the Settling Parties hereby agree as follows:

1. Definitions.

As used in all parts of this Agreement, the following terms have the meanings specified below:

1.1. “Garda Releasees” means Garda and each of its parents, affiliates, subsidiaries, predecessors, successors, divisions, joint venturers, attorneys, and assigns and each of these entities’ past or present owners, directors, officers, employees, partners, members, principals, agents, insurers, co-insurers, re-insurers, shareholders, attorneys, employee benefit plans, employee benefit plan trustees, fiduciaries, and administrators, and personal or legal representatives.

1.2. “Agreement” means this agreement and all of its attachments and exhibits, which the Settling Parties understand and agree sets forth all material terms and conditions of the settlement between them, and which is subject to Court approval.

1.3. “Assessed Value” means the value assigned to the claims of each individual Participating Claimant, based on the Class Member Data provided by Garda, by the expert retained by Class Counsel, utilizing the methodology offered, accepted, and adopted by the Court in *Hill*.

1.4. “Claims Administrator” means the third-party claims administration firm of JND Class Action Administration.

1.5. “Class” means the *Hill* Class and the *Gayken* Class.

1.6. “Class Counsel” means Dan Johnson of Breskin Johnson & Townsend PLLC and Adam Berger of Schroeter Goldmark & Bender. It is understood and agreed that Class Counsel can act on behalf of the Class and Settlement Class with respect to seeking approval of this Agreement.

1.7. “Class Member” or “Member of the Class” means a Person who is a member of either the *Hill Class* or the *Gayken Class*, or both.

1.8. “Class Notice” or “Notice” or “Notice to Class Members” means a notice to be approved by the Court, which shall be submitted to the Court substantially in the form attached hereto as Exhibit 2. The Notice may be formatted by the Claims Administrator, and it will not appear on pleading paper when ultimately mailed to Class Members.

1.9. “Class Period” means the period from February 11, 2006 through and including August 5, 2018.

1.10. “Court” means the King County Superior Court for the State of Washington.

1.11. “Driver/Messenger” means the non-exempt (overtime eligible) position or job title of armored car Driver, Messenger, or Driver/Messenger as those terms are commonly used at Garda.

1.12. “Effective Date” means the date on which this Agreement is finally approved by the Court and the Final Approval Order becomes Final.

1.13. “Final” means the point at which the Final Approval Order has become final and irreversible because the latest of the following dates has occurred: (i) the date of final mandate on an appeal approving of the Final Approval Order without material modification; (ii) the date of a dismissal of the last pending appeal from the Final Approval Order; or (iii) if no appeal is filed, the expiration date of the time for the filing or noticing of any form of valid appeal from the Final Approval Order. Notwithstanding the foregoing, any proceeding or order, or any appeal pertaining solely to the award of attorneys’ fees or costs shall not, by itself, in any way delay or preclude the Final Approval Order from becoming Final and all acts or payments not at issue in such appeal shall proceed as provided in this Agreement.

1.14. “Final Fairness Hearing” or “Final Approval Hearing” means a hearing set by the Court to take place on or about the date which is twenty-one (21) days after the Notice Response Deadline for the purpose of (i) determining the fairness, adequacy and reasonableness

of the Agreement and associated settlement pursuant to class and collective action procedures and requirements; (ii) determining the good faith of the Agreement; (iii) awarding attorneys' fees, costs, and Class Representatives' service payments; and (iv) entering the Final Approval Order.

1.15. "Final Fairness Hearing Motion Date" shall mean the date on which the motion for final approval is filed pursuant to Paragraph 2.5.7, and this date shall be at least ten (10) court days prior to the Final Fairness Hearing.

1.16. "Gayken Class" shall mean Michael Gayken, Rudi Greer, Jason Milam, John Udea, and all others who were employed by Garda or its predecessor to work as Driver/Messengers on armored trucks in the State of Washington at any time within the period February 7, 2015 through August 5, 2018.

1.17. "Hill Class" shall mean Lawrence Hill, Adam Wise, Robert Miller, and all others who were employed by Garda or its predecessor to work as Driver/Messengers on armored trucks in the State of Washington at any time within the period February 11, 2006 through February 7, 2015.

1.18. "Class Member Data" means a complete and accurate record of all of the hours worked and rates of pay for each member of the *Hill* and *Gayken* Classes during the respective time periods of those classes, which Garda has provided or will provide to Class Counsel and the Settlement Administrator. It shall also include a complete and accurate record of all hours worked and rates of pay for the *Gayken* Plaintiffs from Nov. 3, 2012, to August 5, 2018.

1.19. "Last Known Address" or "Last Known Addresses" means the most recently recorded mailing address for a Class Member as such information is contained in employment or personnel records maintained by Garda.

1.20. "Litigation" or "the Litigation" means, collectively, the actions in the Superior Court of the State of Washington for King County styled *Hill et al. v. Garda CL Northwest, Inc.*, Case No. 09-2-07360-1, and *Gayken et al. v. Garda CL Northwest, Inc.*, Case

No. 15-2-26820-1.

1.21. “Maximum Settlement Amount” means the maximum gross amount that Garda shall pay under the terms of this Agreement, which is \$12,500,000 (twelve million, five hundred thousand dollars). This Maximum Settlement Amount shall cover all expenses associated with the settlement, including (a) Maximum Settlement Portion for Payments to Participating Class Members; (b) the maximum gross amount for Class Counsel’s attorneys’ fees to be paid in accordance with the terms set forth in Paragraph 2.8.1, which is \$3,750,000 (30% of the Maximum Settlement Amount); (c) the maximum gross amount for all of Class Counsel’s and the Class Representatives’ actual litigation costs and associated expenses, which shall not exceed \$100,000; (d) the gross amount for claims administration costs, which is anticipated to be less than \$10,000; and (e) the maximum gross amount for the service payments to be made by Garda to the Class Representatives, in accordance with the terms set forth in Paragraph 2.8.2, in a total amount of \$40,000. The Maximum Settlement Amount does not include payment of Payroll Taxes, which Garda shall pay separately and which shall not be paid from the Maximum Settlement Amount. Garda will not under any circumstances pay more than the Maximum Settlement Amount, except for Payroll Taxes.

1.22. “Maximum Settlement Portion for Payments to Participating Claimants” means the maximum amount available for payments to Participating Claimants, which is the Maximum Settlement Amount less all other payments provided for in this Agreement.

1.23. “Notice Mailing Deadline” means the date fourteen (14) days after the Preliminary Approval Date.

1.24. “Notice Response Deadline” means the date forty-five (45) days after the date that the Claims Administrator mails the Notice to the Class.

1.25. “Opt Out” or “Opt Outs” means Class Members who submit written requests, in the form specified in the Class Notices, to be excluded from the Class.

1.26. “Opt Out Request” means a written request by a Class Member to be excluded from the Class, in the form specified in the Class Notice.

1.27. “Order of Final Approval” or “Order Granting Final Approval of Settlement” means an order to be entered and filed by the Court, to be submitted to the Court substantially in the form attached hereto as Exhibit 3.

1.28. “Participating Claimants” means class members who do not submit timely requests to opt out of the Class.

1.29. “Payroll Taxes” shall mean the payroll taxes and associated payments that an employer is required to make when making standard wage payments to employees, i.e., the employer share of the payroll tax.

1.30. “Person” means a natural person.

1.31. “Preliminary Approval Date” means the date on which the Court enters the Preliminary Approval Order.

1.32. “Preliminary Approval Order” means an order executed and filed by the Court, to be submitted to the Court substantially in the form attached hereto as Exhibit 1.

1.33. A “Reasonable Address Verification Measure” means the utilization of the National Change of Address Database maintained by the United States Postal Service to review the accuracy of and, if possible, update a mailing address. A “Secondary Address Verification Measure” means the use of Social Security numbers to run a standard skip trace.

1.34. “Released Claims” means any and all claims (including without limitation Unknown Claims), demands, rights, liabilities and causes of action of every nature and description whatsoever that were alleged in any of the complaints filed in *Hill* or *Gayken* or that result from the actual or alleged failure to provide meal and/or rest periods and any related claims for overtime wages, whether statutory, constitutional, contractual or common law claims, against the Garda Releasees, or any of them, including without limitation claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief, that accrued during either the *Gayken* Class Period or the *Hill* Class Period, or both, as a result of any Class Members’ employment as an armored car Driver/Messenger in Washington for Garda. Without limiting the generality of the

foregoing, the Released Claims specifically include each of the following categories of claims or allegations: (a) failure to provide sufficient meal and rest periods, including any claims for minimum or overtime wages relating to such failure; (b) any and all claims for penalties or liquidated damages or other available remedies arising from the categories of allegations set forth above, including without limitation claims under RCW 49.52.050 and RCW 49.52.070, and the federal Fair Labor Standards Act; (c) any and all claims for interest, costs, or attorneys' fees arising from the categories of allegations set forth above in this Paragraph, including without limitation, claims under RCW 49.52.070.

1.35. "Settlement Class" or "Settlement Class Members" means the group of all Class Members who do not opt out of the Class by submitting Opt Out Requests pursuant to Paragraph 2.5.1, and thus means the collective group of all of the Class Members who will become subject to and bound by the Final Approval Order if the Effective Date occurs.

1.36. "Settlement Sum" means the total, gross amount due to an individual Participating Claimant, which shall be the product of the Settlement Sum Variable multiplied by the Assessed Value for that Participating Claimant. Because of the withholdings described in Paragraphs 2.1.3 and 2.2.1, the net amount ultimately received by each Participating Claimant will be less than his or her gross Settlement Sum.

1.37. "Settlement Sum Variable" means the number which is the quotient of the Maximum Settlement Portion for Payments to Participating Claimants divided by the total of the Assessed Values for all Participating Claimants.

1.38. "Updated Address" means a mailing address that was updated via a Reasonable Address Verification Measure or via an updated mailing address provided by the United States Postal Service or a Class Member.

1.39. "Wage" or "Wages" or "wage" or "wages" shall have the same meaning as the term wages under RCW 49.46.010 (7).

2. The Settlement.

2.1. *Consideration to Settlement Class Members*

2.1.1. Within fifteen (15) days of the Effective Date, and only if the Effective Date occurs, Garda, through the Claims Administrator, and according to the terms, conditions, and procedures set forth in this Agreement, shall pay each Participating Claimant his or her Settlement Sum, less the withholdings described in Paragraphs 2.1.3 and 2.2.1.

2.1.2. The Settlement Sums shall be allocated for reporting reasons as follows:
(a) one third (33.33%) shall be deemed payment in settlement of claims for unpaid wages; and
(b) two thirds (66.67%) shall be deemed payment for penalties, liquidated damages, and interest. Garda shall be responsible for payment of Payroll Taxes on the wage portion of these payments, in addition to the Maximum Settlement Amount.

2.1.3. As further detailed in this Section 2, Garda, itself or through the Claims Administrator, will report each payment made pursuant to this Agreement to government authorities, including the Internal Revenue Service, as required by law, and it shall make all required deductions and/or withholdings.

2.1.4. Only Participating Claimants, Class Counsel, the Hill Plaintiffs, the Gayken Plaintiffs, and the Settlement Administrator are entitled to any payment under this Agreement and the associated Final Approval Order.

2.2. *Taxes*

2.2.1. Those payments (or portions thereof) allocated to the settlement of claims for unpaid wages (a) shall be subject to required withholdings and deductions, and so the net amounts payable will be less than the gross amounts; and (b) shall be reported in the year of payment as wage income to the Participating Claimants on a Form W-2 or analogous form. Those payments (or portions thereof) allocated to any other claims, including without limitations claims for penalties, liquidated damages, and interest (a) shall not be subject to withholdings and deductions, and so the net amounts payable will be equal to the gross amounts; and (b) shall be reported in the year of payment as non-wage income to the Participating Claimants on a Form

1099 or analogous form. Other than as set forth above, Garda will not, unless otherwise required by law, make any deductions, withholdings or additional payments from the Settlement Sum of any Participating Claimant, including without limitation, medical or other insurance payments or premiums, employee 401(k) contributions or matching employer contributions, wage garnishments, or charity withholdings. Any amount paid to Participating Claimants shall not create any credit or otherwise affect the calculation of any deferred compensation, benefit, or other compensation plan provided by Garda.

2.2.2. Other than the withholding and reporting requirements set forth in Paragraphs 2.1.2, 2.1.3 and 2.2.1, the Participating Claimants shall be solely responsible for the reporting and payment of any federal, state and/or local income or other tax or any other withholdings, if any, on any of the payments made pursuant to this Agreement. Garda makes no representations, and it is understood and agreed that Garda has made no representations, as to the taxability of any portions of the settlement payments to any Participating Claimants, the payment of any costs or attorneys' fee awards, any payments to the Class Representative, or any other payments made pursuant to this Agreement. The Notice will advise Class Members to seek their own tax advice prior to acting in response to that notice.

2.3. *Approval of Notice to the Class and Scheduling of a Final Fairness Hearing.*

2.3.1. The Class Representatives, through Class Counsel, shall file this Agreement with the Court and move for preliminary approval of this Agreement. Class Counsel will provide a copy of this motion to counsel for Garda reasonably in advance of filing. Via this submission, and a supporting motion, the Class Representatives, through Class Counsel, will request that the Court enter the Preliminary Approval Order thereby scheduling the Final Fairness Hearing for the purposes of determining the good faith of this settlement, granting final approval of the settlement, granting final approval of this Agreement, and entering the Final Approval Order. Via this same motion, the Class Representatives, through Class Counsel shall

advise the Court of the agreements set forth in Paragraphs 2.8.1, 2.8.2 and 2.8.3 of this Agreement.

2.3.2. The Class Representatives shall endeavor to notice the motion for entry of the Preliminary Approval Order described in Paragraph 2.3.1 for a hearing before the Court as soon as possible, subject to Court availability. Failure of the Court to enter the Preliminary Approval Order in its entirety or in a substantially similar form following the efforts of the Settling Parties to obtain such entry will be grounds for either of the Parties to terminate the settlement and the terms of this Agreement. In the event of termination by Plaintiffs, such termination shall be effective only if agreed to in writing by each Plaintiff.

2.3.3. If the Court enters the Preliminary Approval Order more than twenty (20) days after the hearing date for the motion for preliminary approval, Class Counsel and counsel for Garda shall meet and confer to reach agreement on any necessary revisions of the deadlines and timetables set forth in this Agreement. In the event that the Settling Parties fail to reach such agreement, any of the Settling Parties may apply to the Court via a noticed motion for modification of the dates and deadlines in this Agreement, provided that such a request to the Court may seek only reasonable modifications of the dates and deadlines contained in this Agreement and no other changes.

2.3.4. If the Court enters the Preliminary Approval Order, then at the resulting Final Fairness Hearing, the Class Representatives and Garda, through their counsel of record, shall address any written objections from Class Members, any concerns from Class Members who attend the hearing, and any concerns of the Court. Unless the Agreement is terminated or voided per its terms, the Settling Parties and their counsel will seek approval of the Agreement and entry of the Final Approval Order by the Court.

2.4. *Notice to Class Members.*

2.4.1. If, by entering the Preliminary Approval Order, the Court provides authorization to send the Class Notice to Class Members, Garda, through the Claims Administrator, will facilitate the mailing of the Notice to all Class Members at their Last Known

Addresses or Updated Addresses after Reasonable Address Verification Measures. The Notices shall be mailed via first class mail through the United States Postal Service, postage pre-paid. The Notice shall include instructions on how a Class Member can submit notice of a change in address or an Opt Out Request. No other materials will be included with the mailings enclosing these notices. No Settling Party shall send any other materials to any Class Member, provided that Class Counsel may respond to individual inquiries from Class Members, and provided further that Garda may communicate with Class Members who are currently employed by Garda in the normal course of business, including with respect to this settlement consistent with the terms of this Agreement and the Notice. Garda agrees to neither encourage nor discourage opting out and/or objecting to settlement.

2.4.2. The Notice and their envelopes or coverings shall be marked to denote the return address of the Claims Administrator as set forth on the change of address form in the Notice.

2.4.3. Garda shall compile information respecting the name, Last Known Address, and Social Security Number and transmit such information to the Claims Administrator for purpose of mailing the Notice and verifying Class Member addresses. This information will not be provided to the Class Representatives or Class Counsel, except insofar as separately transmitted to Class Counsel as Class Member Data. By preliminarily approving this settlement, the Court will be deemed to have authorized Garda to provide the Claims Administrator with the foregoing information regarding each Class Member, including his or her Social Security Number.

2.4.4. Prior to mailing the Notice to each Class Member, the Claims Administrator shall undertake a Reasonable Address Verification Measure to ascertain the current accuracy of the Last Known Address of each Class Member. To the extent this process yields an Updated Address, that Updated Address shall replace the Last Known Address and be treated as the new Last Known Address for purposes of this Agreement and for subsequent mailings in particular.

2.4.5. The Notice Mailing Deadline is the last date for the Claims Administrator to mail the Notices to the Last Known Address of each Class Member and post the Notices on the website established per this Agreement.

2.4.6. All costs of the mailing described in Paragraph 2.4.1 (including, for example, the fees charged by the Claims Administrator, the cost of the envelopes in which the Notice will be mailed, the cost of reproducing the Notice, the cost of postage to send the Notice, and the costs of maintaining the website established per this Agreement), shall be included in the portion of the Maximum Settlement Amount allocated for claims administration costs.

2.4.7. Unless the Claims Administrator receives a Notice returned from the United States Postal Service for reasons discussed below in this paragraph, each Notice shall be deemed mailed and received by the Class Member upon mailing. In the event that subsequent to the first mailing of a Notice, and prior to the Notice Response Deadline, a Notice is returned to the Claims Administrator by the United States Postal Service with a forwarding address for the recipient, the Claims Administrator shall re-mail that Notice to the forwarding address, that Notice will be deemed mailed and received at that point, and the forwarding address shall be deemed the Updated Address for that Class Member. In the event that subsequent to the first mailing of a Notice, and prior to the Notice Response Deadline, a Notice is returned to the Claims Administrator by the United States Postal Service because the address of the recipient is no longer valid, e.g., the envelope is marked "Return to Sender," the Claims Administrator shall undertake a Secondary Address Verification Measure to attempt to ascertain the current address of the particular Class Member in question and, if such an address is ascertained, the Claims Administrator will re-send that Notice within five (5) days of receiving such information. If no Updated Address is obtained for that Class Member through this second effort, the Notice shall be sent again to the Last Known Address, and in either event, the Notice shall be deemed received once it is mailed for the second time. In the event that subsequent to the second mailing of a Notice, and on or after the Notice Response Deadline, a Notice is returned to the Claims Administrator by the United States Postal Service because the address of the recipient is no

longer valid, i.e., the envelope is marked “Return to Sender,” the Claims Administrator shall be required to take no further action with that Notice and it shall be deemed to have been delivered. Nothing in this Paragraph 2.4.8 shall be deemed to extend the Notice Response Deadline.

2.5. *Responses to the Notice; Motion for Final Approval.*

2.5.1. Class Members may elect to “opt out” of the Class and thus exclude themselves from the Class. Class Members who wish to exercise this option must mail to the Claims Administrator a timely, fully completed Opt Out Request consistent with the instructions contained in the Notice. Class Members who do not properly submit Opt Out Requests postmarked on or before the Notice Response Deadline shall be deemed Members of the Settlement Class and will be deemed to have forever waived their rights to opt out of the Settlement. Class Members who properly submit Opt Out Requests shall have no further role in the Litigation, and for all purposes they shall be regarded as if they never were parties to this Litigation. To the extent that any Class Members properly submit Opt Out Requests, the funds that would have been allocated to them for payment of the Settlement Sums shall be allocated pro rata to the Participating Claimants.

2.5.2. Class Members who have not filed a valid Opt Out Request have the option to participate in the Litigation at their own expense by obtaining their own attorney(s). Class Members who choose this option will be responsible for any attorneys’ fees or costs incurred as a result of this election. The Notice will advise Class Members of this option.

2.5.3. Class Members who have not filed a valid Opt Out Request may object to the Agreement by submitting written objections to the Claims Administrator no later than the Notice Response Deadline. The Notice shall advise Class Members of this option. The Claims Administrator shall immediately provide any such objections to the Settling Parties, who shall subsequently provide them to the Court during the final approval process. The Settling Parties agree to respond to any objections at a hearing before the Court.

2.5.4. Class Members who, for future reference and mailings from the Court or Claims Administrator, if any, wish to change the name or address listed on the envelope in

which the Notice was first mailed to them, must either (a) add their new address information to a timely submitted Opt Out Request; or (b) advise the Settlement Administrator of his or her Updated Address, by means stated in the Notice, and/or through Class Counsel. To the extent that a Class Member requests a replacement Notice or associated forms prior to the Notice Response Deadline, the Claims Administrator shall provide that Class Member with a replacement Notice.

2.5.5. In the event that a Class Member disputes his or her Settlement Sum or Assessed Value, the Claims Administrator shall consult with Garda and Class Counsel to provide them an opportunity to review the dispute. If Garda and Class Counsel do not agree on resolution of the dispute, the Claims Administrator shall, in consultation with Plaintiffs' expert, determine the proper Settlement Sum and/or Assessed Value for the individual in question. The Claims Administrator shall provide written notice of such conclusion to the Class Member, Garda, and Class Counsel no later than 21 days after the Notice Response Deadline.

2.5.6. Prior to the Final Fairness Hearing and consistent with the rules imposed by the Court, the Class Representatives shall move the Court for entry of the Final Approval Order. Class Counsel shall provide a copy of this motion to Garda reasonably in advance of filing. Through this motion, the Class Representatives and Class Counsel shall be responsible for justifying the agreed upon payments set forth in Paragraphs 2.8.1, 2.8.2, and 2.8.3 of this Agreement. The Settling Parties shall make all reasonable efforts to secure entry of the Order of Final Approval. If the Court rejects the Agreement, or fails to enter the Order of Final Approval, or enter the Final Approval Order, Garda shall have the option to void this Agreement ab initio, and if it does so, Garda shall have no obligations to make any payments under the Agreement. In the event that the Agreement becomes void for this or any other reason, Garda agrees to pay the reasonable fees and costs already incurred by the Claims Administrator and retains all rights to challenge all claims and allegations in the Litigation upon all procedural and factual grounds, including without limitation the ability to challenge class or collective action treatment on any grounds or assert any and all defenses.

2.6. *Timing of Payment to Claimants.*

2.6.1. Within fifteen (15) days of, and only after, the Effective Date, Garda, through the Claims Administrator, shall pay to each Participating Claimant his or her respective Settlement Sum, including any funds that are being redistributed to such Participating Claimant on a pro rata basis, as provided in Paragraphs 2.5.1, 2.8.1, and 2.8.2.

2.6.2. In accordance with the terms of Paragraphs 2.1.1 and 2.1.2, Garda, through the Claims Administrator, shall issue to each Participating Claimant checks from an account administered by the Claims Administrator but funded by Garda, less required withholdings. Garda, through the Claims Administrator, shall mail such checks to each Participating Claimant at his or her Last Known Address, or Updated Address if obtained, on or before the date which is fifteen (15) days after the Effective Date. For any checks returned as undeliverable, the Claims Administrator shall undertake a Secondary Address Verification Measure for the Participating Claimant in question, and such checks shall be re-mailed to the updated address if one is obtained.

2.6.3. Checks issued to Participating Claimants pursuant to this Agreement shall state that they shall remain negotiable for a period of ninety (90) days from the date of mailing. If a check has not been cashed within sixty (60) days of issuance, the Claims Administrator shall send the Participating Claimant a letter or postcard reminder about the deadline for cashing the check and information on how to request a replacement. If any Class Members have not cashed their checks within thirty (30) days after mailing of this reminder, such checks shall be void. The funds from such uncashed checks shall be donated in equal shares to the Legal Foundation of Washington and the Public Citizen Foundation, Inc. Participating Claimants who fail to negotiate their settlement checks in a timely fashion shall remain subject to the terms of the Final Approval Order. Following the mailing of the payments pursuant to Paragraph 2.6.2, the Claims Administrator shall provide counsel for the Settling Parties with a written confirmation that such payments have been made.

2.7. *Releases and Dismissals.*

2.7.1. Upon the Effective Date, Class Representatives and each of the Settlement Class Members shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims.

2.8. *Payment of Costs, Attorneys' Fees, and Class Representative Service Payments.*

2.8.1. Class Counsel shall be entitled, subject to Court approval and the occurrence of the Effective Date, to an award of reasonable attorneys' fees and litigation costs and associated expenses, not to exceed the amounts specified herein. Subject to Court approval, Class Counsel may seek a gross amount up to, but not to exceed, \$3,750,000 for all attorneys' fees, and a gross amount not to exceed \$100,000 for all actual litigation costs and associated expenses. The Class Representatives and Class Counsel agree that they shall be responsible for justifying their requested fee, cost, and expense awards to the Court, and they agree to submit the necessary materials to justify the requested fee, cost and service payments along with an application/motion for approval of fees and costs prior to the Final Fairness Hearing. Garda agrees not to oppose any submission regarding, or request for approval of, an award of attorneys' fees, costs, and expenses, provided that it is consistent with this Paragraph 2.8.1 of this Agreement and, in particular, provided that Garda not be required to pay any more than \$3,850,000 in total to Class Counsel for all attorneys' fees, costs, and expenses combined. In the event that the Court (or appellate court) awards less than the requested amounts for attorneys' fees, costs and expenses, only the awarded amounts shall be paid and shall constitute full satisfaction of any claims for attorneys' fees, costs and expenses in the Litigation, and any remaining or unawarded portion of the maximum gross amount for attorneys' fees, costs, or expenses shall be allocated to the Participating Claimants on a pro rata basis and included in the distributions to Participating Claimants pursuant to this Agreement. If the Effective Date occurs, no more than fifteen (15) days after the Effective Date, Garda shall make payment of any attorneys' fees, costs, and expenses awarded by the Court pursuant to this Paragraph 2.8.1 to

Class Counsel through the Claims Administrator, and prior to Garda making this payment, Class Counsel shall provide counsel for Garda and the Claims Administrator with the pertinent taxpayer identification numbers for the payees and Form(s) W-9. Other than any reporting of this fee payment as required by this Agreement or law, which Garda shall make, Class Counsel and the Class Representatives shall alone be responsible for the reporting and payment of any federal, state and/or local income or other form of tax on any payment made pursuant to this paragraph. Payments awarded and made pursuant to this paragraph shall constitute full satisfaction of any claim for attorneys' fees, costs, or expenses incurred in this Litigation, and the Class Representatives and Class Counsel, on behalf of themselves and all Settlement Class Members, agree that they shall neither seek nor be entitled to any additional attorneys' fees, costs, or expenses under any theory, nor shall they seek amounts in excess of those specified herein. Other than as provided in this Paragraph 2.8.1 for the limited purpose discussed herein, no party shall be deemed the prevailing party in the Litigation for any purpose.

2.8.2. Within fifteen (15) days of the Effective Date, Garda, through the Claims Administrator, will forward a check payable to each Class Representative, in his or her personal capacity only and via his counsel of record, in the gross amount of \$10,000 to each *Hill* Class Representative and \$2,500 to each *Gayken* Class Representative, for a total of \$40,000; provided, however, that if the Court approves a lesser amount, payment shall be in such amount(s) as the Court orders. These service payments shall be the total compensation and consideration for such individual's efforts as Class Representative in the Litigation. In addition, and in consideration of such service awards and as a material term of this Agreement, each Class Representative represents and warrants that they are not aware of, and do not presently intend to assert, any claim against any of the Garda Releasees relating to or arising out of their Garda employment. The service payments, as above described, are separate from and in addition to any payments of Settlement Sums to which Class Representatives are entitled to under this Agreement as Participating Claimants. Class Representatives shall be deemed Participating Claimants. In the event that the Court (or appellate court) awards less than the above described

service payments to some or all of the Class Representatives, the unawarded portions shall be redistributed on a pro rata basis to the Participating Claimants pursuant to this Agreement.

2.8.3. Unless otherwise expressly provided, Garda shall have no responsibility for, and no liability whatsoever with respect to, the calculation by Plaintiffs' expert of Assessed Values or the allocation among Class Representatives, Class Counsel, and/or any other Person who may assert some claim thereto, of any award or payment issued or made in the Litigation or pursuant to this Agreement, including, but not limited to, any award or payment made pursuant to Paragraph 2.8.1 or 2.8.2.

2.9. *Claims Administrator.*

2.9.1. All fees and expenses reasonably incurred by the Claims Administrator as a result of procedures and processes expressly required by this Agreement shall be paid by Garda and taken from the Maximum Settlement Amount. The Class Representatives and Class Counsel shall have no responsibility for such fees or expenses, whether or not the Effective Date occurs. The total amount charged by the Claims Administrator shall not exceed \$15,000.

2.9.2. The actions of the Claims Administrator shall be governed by the terms of this Agreement. The Settling Parties shall work cooperatively to ensure that the Claims Administrator receives information necessary to carrying out its responsibilities. The Claims Administrator shall, on a reasonable basis, keep Class Counsel and Garda's Counsel apprised of its progress, its efforts, and of the response from Class Members and of any other communications received by members of the Class, concerning the settlement. The Claims Administrator shall provide the Court, at least ten (10) days prior to the Final Fairness Hearing, a declaration of due diligence and proof of mailing with respect to (i) the mailing of the Notice, (ii) attempts to locate Class members, (iii) the number of Class Members for whom the Notice was ultimately undeliverable; and (iv) participation, objection and Opt Out rates.

2.9.3. In the event that any of the Settling Parties take the position that the Claims Administrator is not acting in accordance with the terms of the Agreement, that party's

counsel shall meet and confer with counsel for the other Settling Parties prior to raising any such issue with the Claims Administrator or the Court.

2.10. *Termination or Voidance of Settlement or Agreement*

2.10.1. In the event that the Agreement is not substantially approved by the Court or the settlement set forth in the Agreement is terminated, cancelled, or declared void, or fails to become effective in accordance with its terms, or if the Final Approval Order does not become Final, the Settling Parties shall resume the Litigation at that time as if no Agreement had been entered, with no payments whatsoever being made by Garda to anyone in accordance with the terms of this Agreement, except that Garda will be responsible for any reasonable costs incurred by the Claims Administrator up to the point in time that the Agreement is terminated, cancelled, or declared void. In such event, any judgment or order entered by the Court in accordance with the terms of the Agreement shall be treated as vacated nunc pro tunc, and the Agreement shall have no further force and effect with respect to the Settling Parties, and shall not be used in this Litigation or in any other proceeding for any purpose, including in relation to issues of class or collective action certification. Specifically, the Class Representatives and Class Counsel agree not to argue or present any argument, and hereby waive any argument, that this Agreement precludes Garda from contesting class or collective action certification or representative status on any grounds if the Litigation were to proceed. This Agreement shall not be deemed an admission by, or ground for estoppel against, Garda that class and/or collective action certification in the Litigation is proper or cannot be contested on any grounds. The terms, negotiation, and entry of this Agreement and the settlement shall remain subject to Federal Rule of Evidence 408 and Washington Evidence Rule 408, regardless of whether this Agreement or the settlement are terminated, cancelled, or declared void, although any documents filed in support of the motion for preliminary approval and/or final approval shall remain part of the public record.

2.10.2. If the Court changes the dates of hearings provided for in this Agreement by fewer than three (3) months, this shall not be deemed a substantial change

necessitating termination of the settlement, providing that the Settling Parties agree to adjust other dates and deadlines in the Agreement accordingly.

2.10.3. In the event that more than five percent (5%) of Class Members opt out of the Class by submitting Opt Out Requests pursuant to Paragraph 2.5.1, Garda shall have the right (but shall not be required) to terminate and void this settlement and Agreement.

2.10.4. Notwithstanding any other provision of this Agreement, no order of the Court or modification or reversal on appeal of any order of the Court concerning the amount or allocation of any attorneys' fee or litigation cost or expense awards or class representative service payment to be paid by Garda shall constitute grounds for cancellation or termination of the Agreement or grounds for limiting any other provision of the Final Approval Order, provided that Garda shall never be required to pay in excess of the total gross amounts for attorneys' fees and litigation costs and expenses and service payments specified in Paragraphs 2.8.1 and 2.8.2. It is further agreed that no order of the Court, including any order concerning attorneys' fees, may alter the Maximum Settlement Amount.

2.10.5. Unless otherwise ordered by the Court, in the event the Agreement shall be terminated, cancelled, or declared void, or fails to become effective in accordance with its terms, or if the Final Approval Order is reversed on appeal, within thirty (30) days after written notification of such event, Garda and Class Counsel shall notify each other of this event in writing.

2.11. Miscellaneous Provisions.

2.11.1. No Person shall have any claim against Class Counsel, the Claims Administrator, or counsel for Garda based on the payments made or other actions taken substantially in accordance with the Agreement and the settlement contained therein or further orders of the Court.

2.11.2. The Settling Parties (a) acknowledge that it is their intent to consummate this agreement; and (b) agree to exercise their best efforts to obtain Court approval,

secure the effectiveness of the Final Approval Order, and implement all terms and conditions of the Agreement.

2.11.3. The Agreement compromises claims which are contested in good faith, and it shall not be deemed an admission by any of the Settling Parties as to the merits of any claim or defense. The Settling Parties agree that the amounts paid in settlement and the other terms of the settlement were negotiated at arms-length and in good faith by the Settling Parties, and reflect a settlement that was reached voluntarily after consultation with competent legal counsel.

2.11.4. The Settling Parties agree that the Notice Response Deadline shall not be extended, and no untimely submissions or claims will be honored, under any circumstances, unless, and only unless, a Class Member can sufficiently demonstrate that his or her failure to respond to the Notice was the product of proven good cause, such as the fact that he or she was legally incompetent during the notice response period, e.g., he or she was incarcerated or hospitalized, or her or she was away from his or her address for the entire notice period due to military service; provided, however, no untimely submissions or claims will be honored for any reason or under any circumstances if they are not received by the Claims Administrator or Class Counsel prior to the Final Fairness Hearing Motion Date. If there are disputes about whether a Class Member has proven good cause to make an untimely submission, the Settling Parties shall meet and confer and attempt to resolve the issue prior to raising it with the Court. The Settling Parties agree that the establishment and enforcement of the Notice Response Deadline is valuable consideration to Garda, and the finality provided thereby is a material aspect of this agreement.

2.11.5. Neither the Agreement nor the settlement, nor any act performed or document executed pursuant to, or in furtherance of, the Agreement or the settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of Garda; or (b) is or may be deemed to be or

may be used as an admission of, or evidence of, any fault or omission of Garda, in any civil, criminal or administrative proceeding in any court, administrative agency, or other tribunal.

2.11.6. All of the exhibits to the Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

2.11.7. The Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

2.11.8. The Agreement, once executed by all Settling Parties, constitutes the entire agreement among the Settling Parties hereto and no representations, warranties, or inducements have been made to any party concerning the Agreement or its exhibits other than the representations, warranties, and covenants contained and memorialized in such documents. Except as otherwise provided herein, each party shall bear its own costs.

2.11.9. Class Counsel are expressly authorized by the Class Representatives to take all appropriate action required or permitted to be taken by the Class pursuant to the Agreement to effect its terms, and also are expressly authorized to enter into any modifications or amendments to, or documents or pleadings filed in support of, the Agreement on behalf of the Class which they deem appropriate.

2.11.10. Each counsel or other Person executing the Agreement or any of its exhibits on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

2.11.11. The Agreement may be executed in one or more counterparts by email or facsimile. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

2.11.12. The Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto; but this Agreement is not designed to and does not create any third party beneficiaries.

2.11.13. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Agreement.

2.11.14. The Agreement and the exhibits hereto shall be considered to have been negotiated, executed, and delivered, and to have been wholly performed, in the State of Washington, and the rights and obligations of the parties to the Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Washington without giving effect to that State's choice of law principles.

2.11.15. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either party. No party shall be deemed the drafter of this Agreement. The parties acknowledge that the terms of the Agreement are contractual and are the product of negotiations between the parties and their counsel. Each party and their counsel cooperated in the drafting and preparation of the Agreement.

2.11.16. Garda will not retaliate against Class Members for any actions taken or not taken with respect to this settlement.

2.11.17. Garda will not assert any claims against Class Counsel for their conduct in connection with the Litigation.

2.11.18. The parties to this agreement recognize and acknowledge that at the time of the execution of this Agreement, there are issues of law that may be unresolved which could impact the claims at issue in the Litigation absent this Agreement, including without limitation with respect to pending Federal Motor Carrier Safety Administration proceedings with respect to whether Washington's meal and rest break rules are preempted by federal law. The parties further recognize that they are reaching this settlement in light of the risks created by these and all other issues of unsettled law, and that all parties will take all efforts to enforce this Agreement and obtain Court approval for this settlement regardless of any subsequent legal developments. The Settling Parties and Class Counsel agree that the proposed classes are

receiving benefit from this settlement by obtaining a settlement (and associated consideration) prior to such possible developments, and the Settling Parties and their counsel agree not to argue otherwise or seek to void this settlement or prevent court approval on the basis of any subsequent precedent.

2.11.19. Prior to the submission of this Agreement and settlement agreement for preliminary approval by the Court, neither the Class Representatives nor Class Counsel shall communicate any terms of this settlement to any third parties. Following the submission for preliminary approval and thereafter, the Class Representatives and Class Counsel shall not publicize the settlement in this action or the terms thereof via press releases.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed.

DATED: October __, 2019


Lawrence Hill

DATED: October __, 2019

Adam Wise

DATED: October __, 2019

Robert Miller

DATED: October __, 2019

Michael Gaykin

receiving benefit from this settlement by obtaining a settlement (and associated consideration) prior to such possible developments, and the Settling Parties and their counsel agree not to argue otherwise or seek to void this settlement or prevent court approval on the basis of any subsequent precedent.

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Lawrence Hill

DATED: October 31, 2019



Adam Wise

DATED: October 31, 2019

Robert Miller

DATED: October __, 2019

Michael Gaykin

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DATED: October __, 2019

Lawrence Hill

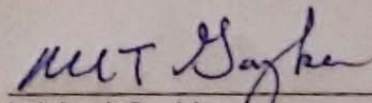
DATED: October __, 2019

Adam Wise

DATED: October __, 2019

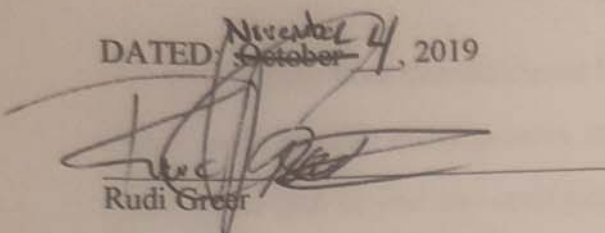
Robert Miller

DATED: October 31, 2019



Michael ~~Gaykin~~
gayken

DATED: ~~October~~ ^{November 4}, 2019


Rudi Greer

DATED: October __, 2019

Jason Milam

DATED: October __, 2019

John Udea

DATED: November __, 2019

Garda CL Northwest, Inc.

By: _____

Its: _____

APPROVED AS TO FORM:

DATED: October __, 2019

Catharine Morisset, WSBA # 29682
FISHER & PHILLIPS LLP:
1201 3rd Avenue, Suite 2750
Seattle, WA 98101
Attorneys for Defendant Garda

DATED: October __, 2019

Daniel F. Johnson, WSBA # 27848
BRESKIN JOHNSON & TOWNSEND,
PLLC
1111 Third Avenue, Suite 2230
Seattle, Washington 98101
Attorneys for Plaintiffs

DATED: October __, 2019

Rudi Greer

DATED: October 31, 2019



Jason Milan

DATED: October 31, 2019



John Udea

UEDA

DATED: November __, 2019

Garda CL Northwest, Inc.

By: _____

Its: _____

APPROVED AS TO FORM:

DATED: October __, 2019

DATED: October __, 2019

Catharine Morisset, WSBA # 29682
FISHER & PHILLIPS LLP;
1201 3rd Avenue, Suite 2750
Seattle, WA 98101

Attorneys for Defendant Garda



Daniel F. Johnson, WSBA # 27848
BRESKIN JOHNSON & TOWNSEND,
PLLC

1111 Third Avenue, Suite 2230
Seattle, Washington 98101
Attorneys for Plaintiffs

DATED: October __, 2019

Rudi Greer

DATED: October __, 2019

Jason Milam

DATED: October __, 2019

John Udea

DATED: November __, 2019



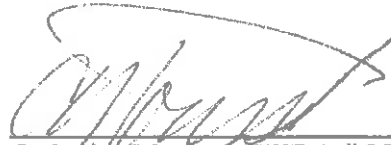
Garda CL Northwest, Inc.

By: Rolando Hernandez
Its: Senior Vice President Human Resources

APPROVED AS TO FORM:

DATED: October __, 2019

November 4, 2019



Catharine Morisset, WSBA # 29682
FISHER & PHILLIPS LLP:
1201 3rd Avenue, Suite 2750
Seattle, WA 98101
Attorneys for Defendant Garda

DATED: October __, 2019

Daniel F. Johnson, WSBA # 27848
BRESKIN JOHNSON & TOWNSEND,
PLLC
1111 Third Avenue, Suite 2230
Seattle, Washington 98101
Attorneys for Plaintiffs

EXHIBIT 1

1 decided liability and defenses by summary judgment, and held a trial on damages in June and
2 September of 2015. The Court entered judgment for the *Hill* class in November 2015, and
3 appeals followed.

4 3. Plaintiffs Michael Gayken, Rudi Greer, Jason Milam, and John Ueda, who
5 had opted out of the *Hill* class, filed the second of these consolidated cases against Garda on
6 November 3, 2015. In August 2017, they amended their complaint to include a proposed
7 class of similarly situated Garda employees for the period following the period covered by
8 the *Hill* class. The *Gayken* litigation remained stayed during the *Hill* appeals.

9 4. Plaintiffs in both cases are or were Drivers and/or Messengers working on
10 Garda armored vehicles in Washington state. Their claims focus on the allegation that they
11 were not afforded the rest breaks and meal periods required by Washington law.

12 5. The Class Representatives and Garda, through their counsel of record in the
13 Litigation and per the terms of the Agreement, have reached an agreement to resolve the
14 Litigation and settle all Released Claims.

15 6. The *Hill* Class consists of the collective group of “All persons who have been
16 employed by Garda CL Northwest or its predecessor to work on armored trucks in the State
17 of Washington” at any time from February 11, 2006 through February 7, 2015, excluding
18 opt-outs, per this Court’s order certifying the class on July 23, 2010. The proposed *Gayken*
19 Class consists of the collective group of all Persons who were employed by Garda in the
20 State of Washington as armored car Driver/Messengers during the period from February 7,
21 2015 through August 5, 2018. The parties have agreed to a settlement class that includes all
22 members of the *Hill* and proposed *Gayken* classes.

23 7. The Court conditionally finds that, for the purposes of approving this
24 settlement only and for no other purpose and with no other effect, the proposed Class meets
25 the requirements for certification under CR 23 (a): (a) the proposed Class is so numerous
26 that joinder of all members of the class is impracticable; (b) there are questions of law and

1 fact common to the proposed Class; (c) the claims of the Class Representatives are typical of
2 the claims of the members of the proposed Class; (d) the Class Representatives will fairly
3 and adequately protect the interests of the proposed Class Members; (e) a class action is
4 superior to other available methods for an efficient adjudication of this controversy,
5 especially given the settlement context here; and (f) the counsel of record for the Class
6 Representatives are qualified to serve as counsel for the Class Representatives in their own
7 capacity as well as their representative capacity and for the Class.

8 8. The moving party has presented to the Court for review an executed
9 Settlement Agreement.

10 9. The Settlement provides that, in exchange for dismissal of the Litigation and a
11 full release of all claims asserted in the Litigation, Garda will pay a total of \$12,500,000.
12 This Maximum Settlement Amount will pay attorneys' fees, litigation costs, settlement
13 administration expenses, and service awards to the Class Representatives, as well as awards
14 to the Settlement Class Members.

15 10. Under the Settlement, Class Counsel will seek the Court's approval for
16 payment of 30% of the Maximum Settlement Amount (\$3,750,000) for their attorney's fees,
17 plus up to \$100,000 to cover their actual litigation expenses during the more than 10 years of
18 litigation, approximately \$10,000 for the services of the Settlement Administrator, and
19 \$40,000 for service awards to the seven Class Representatives.

20 11. If these amounts are approved, there would be approximately \$8,600,000
21 remaining to be allocated to the Class, of which there are approximately 750 members, for an
22 average award of over \$11,000 each. The Settlement provides that these funds will be
23 allocated to class members on a pro rata basis using their rate(s) of pay, the dates of their
24 employment during the Class Period, and number of rest breaks and meal periods each
25 should have received during the Class Period, according to Class Member Data provided and
26 certified as complete and accurate by Garda.

1 12. The Settlement is within the range of reasonableness and meets the
2 requirements for preliminary approval.

3 13. The moving party has also presented to the Court for review a plan to provide
4 notice to the Members of the proposed Classes which sets out the terms of the settlement and
5 the Class Members' options including, inter alia, their options (i) to opt out of the Class, (ii)
6 to be represented by counsel of their choosing, and (iii) to object to the terms of the
7 settlement. The Notices will be mailed to all Class Members at their Last Known Addresses
8 and/or Updated Addresses. The plan regarding Notices proposed by the Settling Parties is
9 the best practical under the circumstances and satisfies pertinent due process requirements
10 and the requirements of CR 23.

11 Good cause appearing therefore, IT IS HEREBY ORDERED that:

12 1. Pursuant to CR 23, the Class is provisionally certified, and the
13 Settlement Agreement is preliminarily approved;

14 2. Notice of the proposed settlement, and the rights of Class Members to
15 be Participating Claimants, opt out of the settlement, or object to the settlement, shall be
16 given by mailing of the Notice by first class mail, postage prepaid, to all Class Members
17 pursuant to the applicable provisions in the Settlement Agreement. Garda shall provide the
18 Claims Administrator with the information necessary to conduct this mailing as set forth in
19 the Settlement Agreement;

20 3. The Court hereby appoints, for settlement purposes, Plaintiffs
21 Lawrence Hill, Adam Wise, Robert Miller, Michael Gayken, Rudi Greer, Jason Milam, and
22 John Udea as Class Representatives;

23 4. The Court hereby appoints as Class Counsel, for settlement purposes,
24 Dan Johnson of Breskin Johnson & Townsend PLLC and Adam Berger of Schroeter,
25 Goldmark, & Bender.

1 5. The Court hereby appoints JND Class Action Administration as the
2 Claims Administrator;

3 6. Garda has agreed to pay Class Counsel their reasonable attorneys' fees
4 in this matter in the maximum total gross amount not to exceed \$3,750,000 as well as certain
5 actual litigation costs and expenses in this matter up to the maximum gross amount of
6 \$100,000, and Garda has agreed to pay service awards in the maximum total amount of
7 \$40,000 to the Class Representatives, to reimburse them for their expenditure of time and
8 effort on the Litigation and their unique services to the Class.. The Court preliminarily finds
9 that these agreements are fair and reasonable;

10 7. A Final Fairness Hearing shall be held before this Court on [INSERT
11 DATE] at _____ .m. to consider whether the settlement should be given final approval by
12 the Court:

13 (a) Written objections by Class Members to the proposed settlement or to
14 Class Counsel's request for attorneys' fees, costs, or the class representative service awards
15 will be considered if received by the Claims Administrator on or before the Notice Response
16 Deadline;

17 (b) At the Final Fairness Hearing, Class Members who have filed timely
18 written objections may be heard orally in support of, or in opposition to, the settlement or the
19 award of attorneys' fees, costs, or the class representative service awards;

20 (c) Class Counsel and counsel for Garda should be prepared at the hearing
21 to respond to objections filed by Class Members, if any, and to provide, as appropriate, other
22 information bearing on whether or not the settlement should be approved; and

23 (d) In the event that the Effective Date occurs, all Settlement Class
24 Members will be deemed to have forever released and discharged the Released Claims. In
25 the event that the Effective Date does not occur for any reason whatsoever, the Settlement
26 Agreement shall be deemed null and void and shall have no effect whatsoever;

1 (e) Prior to the Settlement Hearing, Plaintiffs shall file a motion for final
2 approval of the settlement, including the award of attorneys' fees, costs, and the class
3 representative service award; and

4 (f) The Court orders the following implementation schedule for further
5 proceedings:

Event	Timing
(a) Notice Mailing Deadline (i.e., deadline for settlement administrator to mail class action notices to class members)	_____, 2019 (14 days after Preliminary Approval Date)
(b) Notice Response Deadline (i.e., deadline to opt out, object, or for former employees to file claims)	_____ 20__ (45 days after Class Notices are mailed)
(c) Deadline for Class Counsel to file motion for final approval of settlement and motion for attorneys' fees, costs, and Class Representative enhancement award	_____ 20__ (10 days before Final Approval Hearing)
(d) Deadline for Claims Administrator to file declaration of due diligence	_____ 20__ (10 days before Final Fairness Hearing)
(f) Final Fairness Hearing	_____ 2020 at _____ a.m. (21 days after Notice Response Deadline)

24
25 IT IS SO ORDERED.

1 DATED: _____, 2019

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The Honorable Julie Spector

EXHIBIT 2

— NOTICE OF SETTLEMENT —

AUTHORIZED BY THE SUPERIOR COURT FOR THE STATE OF WASHINGTON
King County Superior Court Civil Case No. 09-2-07360-1

TO: All persons who, at any time between February 11, 2006, through August 5, 2018, were employed by Garda CL Northwest as an armored car Driver or Messenger in the State of Washington.

- Employees and former employees brought two lawsuits against Garda CL NW for failing to provide lawful meal periods and rest breaks under Washington law. Defendants deny these allegations. The parties to the lawsuits have reached a proposed Settlement under which Garda will pay a total of \$12,500,000.
- Under the proposed Settlement, you are eligible to receive a payment as set forth below. You do not have to do anything to receive a share of the settlement payments.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will get a payment for your share of the Class Action Settlement. (You may need to provide the Settlement Administrator any updated contact information to ensure you receive a payment). You will give up your right to sue Garda for the legal claims in this Case.
ASK TO BE EXCLUDED FROM THE SETTLEMENT	This is the only option that allows you to ever be a part of any other lawsuit against Garda with respect to meal or rest breaks for the time period covered by this Case. If you ask to be excluded, you will not receive any payment as part of the settlement.
OBJECT	Write to the Court if you do not like the settlement and explain why. If the settlement is approved, you will still receive a payment and you will give up your right to sue Garda relating to the legal claims in this Case.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.

BASIC INFORMATION

1. What is the Case about?

The Plaintiffs claim that Garda violated Washington State wage and hour laws by failing to provide meal periods and rest breaks in conformity with the requirements of Washington law. Garda has denied the Plaintiffs' claims, and it contends that it has lawfully compensated its Driver-Messengers during the pertinent period.

2. What is a class action and who is involved?

In a class action lawsuit, "Class Representatives" sue on behalf of other people whom they believe have similar claims. These people together are a "Class" or "Class Members."

The Court has approved seven current and former employees of Garda as Class Representatives. They are Larry Hill, Adam Wise, and Robert Miller (who brought the first lawsuit in 2009), as well as Michael Gayken, Jason Milam, John Ueda, and Rudi Greer (who brought a second lawsuit in 2015). These seven representatives are the Plaintiffs.

The entity the Plaintiffs sued, Garda, is called the Defendant. In a class action, one court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

3. Why is there a Settlement?

These lawsuits have been proceeding in the courts for several years. There have been decisions in the cases, but the lawsuits are not yet concluded. Both sides have agreed to a Settlement. This allows the parties to avoid continued costs and delay, and the people affected will be entitled to compensation. The Class Representatives and their attorneys think the Settlement is fair, adequate, and reasonable, and in the best interests of the Class Members. This Settlement is conditioned on approval by the Court. Both Plaintiffs and Garda will ask the Court to approve the Settlement.

THE TERMS OF THE SETTLEMENT

4. What claims are covered by the Settlement?

The Settlement will resolve all of the claims Settlement Class Members brought against Garda in the complaints in the *Hill* or *Gayken* lawsuits or that relate to Garda's actual or alleged failure to provide the meal periods and rest breaks required by Washington law during the period from February 11, 2006, through August 5, 2018. Settlement Class Members who do not opt out of the Settlement will release (i.e., give up) all these claims against Garda, including any claim for wages, penalties, interest, fees, costs, attorney fees, and all other forms of relief that were sought or could have been sought relating to missed, interrupted, or non-compliant meal periods and rest breaks. The full terms of the release are set forth in the Settlement Agreement, which you can access at this website address: www.GardaWAClassAction.com.

5. What are the basic terms of the Settlement?

Subject to Court approval, Defendants will pay a total of \$12,500,000 as part of the Settlement, apportioned as follows:

- **Class Fund:** Defendants will pay a total of approximately \$8,600,000, allocated between Settlement Class Members who do not timely opt out of this Settlement.
- **Service Awards:** Defendants will pay up to \$40,000 to the seven Class Representatives for serving as proposed class representatives in this Case.
- **Settlement Administration Expenses:** Defendants will pay a Settlement Administrator for the processing of the Settlement, including the expenses of providing this Notice of the Settlement to all Class Members, processing payments to Settlement Class Members, and handling tax reporting requirements. Such expenses are estimated to be less than \$10,000.
- **Attorney Fees and Costs Award:** Defendants will pay up to \$3,850,000 to Plaintiffs' attorneys for the attorney's fees and litigation costs they have incurred and will incur through final judgment in representing Plaintiffs and the Settlement Class.

Distribution of Settlement Fund: Each Settlement Class Member who does not submit a valid and timely request for exclusion will automatically receive a settlement payment, assuming court approval of the Settlement. Your settlement payment will be calculated based on the estimated number of rest breaks and meal periods you should have received during the time period covered by the Settlement, the rate(s) paid to you for your work, and the amount of time that has passed since those breaks should have occurred, all based on the time and pay records maintained by Garda, and calculations performed by a court-approved expert. Based on Garda's records, Plaintiffs' expert has estimated your individual gross settlement amount to be <merge payment amount>, less applicable withholdings. This amount may change based on future court rulings or other developments in connection with the settlement. Checks will be mailed to Settlement

Comment [DJ1]: To be included if available at the time Notice is prepared for mailing.

Class Members by the Settlement Administrator. If any checks have not been deposited within ninety (90) days after distribution, the funds from those checks will be considered Residual Funds, which will be distributed to the Legal Foundation of Washington and the Public Citizen Litigation Project.

Tax Treatment of Settlement Awards: Thirty-three percent (33%) of each Settlement Class Member's settlement award will be treated as wages subject to normal tax withholding, and shall be reported to the taxing authorities and the Settlement Class Member on an IRS Form W-2. Sixty-seven percent (67%) of each Settlement Class Member's settlement award will be treated as non-wages (penalties, enhancements, and prejudgment interest) on which there will be no tax withholding and for which an IRS Form 1099 (marked "Other Income") shall be issued to the taxing authorities and the Settlement Class Member. Garda will pay the employer's share of payroll taxes due as part of the Settlement, and such payments shall not be deducted from the \$12,500,000 settlement amount.

Release of Claims: Upon final approval by the Court, the Settlement Class and each Settlement Class Member who has not submitted a valid and timely written request to be excluded from the Settlement will irrevocably release all claims against Garda that were asserted in either or both lawsuits relating to rest or meal periods for the time period from February 11, 2006, through and including August 5, 2018. This Release includes any claims for wages, overtime, penalties, interest, fees, costs, attorney fees and all other forms of relief that were sought or that could have been sought based on the facts alleged in the Complaints filed in the lawsuits relating to missed, interrupted or non-compliant meal periods and rest breaks.

HOW YOU CAN GET PAYMENT

6. How can I get a payment?

To get a payment, you do not need to take any action. As long as you do not submit a written request to be excluded from the Settlement, you will be a Settlement Class Member and will be entitled to payment. **If your address on this notice is incorrect, or your address changes, you must notify the Settlement Administrator at the address below, or by email at info@GardaWAClassAction.com**

7. When would I get my payment?

The Court will hold a hearing on [**HEARING DATE**] to decide whether to finally approve the settlement. If the Court approves the settlement, the parties will then have to wait to see whether there is an appeal. This will take at least thirty (30) days and, if there is an appeal, can take up to a year or more to resolve. In the event of an appeal, information regarding the appeal's progress will be made available at www.GardaWAClassAction.com. If there is no appeal, we expect payments will go out within approximately forty-five (45) days of the Court's final approval of the Settlement.

THE LAWYERS REPRESENTING YOU

8. Do I have a lawyer in this case?

The Court has decided that Daniel Johnson of Breskin Johnson Townsend PLLC and Adam Berger of Schroeter Goldmark & Bender are qualified to represent all Settlement Class Members. These lawyers are called "Class Counsel." Class members who do not timely exclude themselves from the Class will be represented by Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

EXCLUDING YOURSELF FROM THE SETTLEMENT

9. How do I exclude myself from the Settlement?

If you fit the definition of a Settlement Class Member and want to exclude yourself from the Settlement, you must request exclusion in writing by [NOTICE DEADLINE]. You may be excluded as a member of the class by submitting a written request stating, "I request that I be excluded from the Class in the case of Hill/Gayken v. Garda CL NW." The request must include your name, your address, and your signature. You must mail a copy of the letter to the Settlement Administrator at the following address postmarked no later than [NOTICE DEADLINE]:

Hill/Gayken v. Garda CL NW Settlement Administrator
c/o JND Legal Administration
P.O. Box 91350
Seattle, WA 98111
1-844-924-0850

If you exclude yourself from the Settlement (i.e., opt out), you will not receive any payment from the Settlement. You will also not be entitled to object to the Settlement, and you will not be bound by the terms of the Settlement, including the Release described in Section 5, above.

OBJECTING TO THE SETTLEMENT

10. If I don't like the Settlement, how do I tell the Court?

If you are a Settlement Class Member, have not excluded yourself from the Settlement, and do not like the Settlement or the fee request, you can object. You must do so in writing and you must state the reasons why you think the Court should not approve the Settlement. If you object, be sure to include your name, address, and telephone number, the name of the Case (Hill/Gayken v. Garda CL NW) the reasons you object to the Settlement, and a signature. You must mail the objection to Settlement Administrator (address above) **postmarked no later than [NOTICE DEADLINE]**:

THE COURT'S FAIRNESS HEARING

11. When and where will the Court decide to approve the Settlement?

The Court will hold a Fairness Hearing at [HEARING DATE], at the King County Superior Court, 516 3rd Ave, Seattle, WA 98104, before the Honorable Julie Spector, Courtroom Number W-325. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to finally approve the Settlement. You may attend the hearing, but you are not required to attend.

GETTING MORE INFORMATION

12. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by writing to the Settlement Administrator (address above), or by visiting www.GardaWAClassAction.com. Plaintiff's motion for final approval of the Settlement will be available for you to review on [FINAL APPROVAL HEARING -10] at www.GardaWAClassAction.com.

EXHIBIT 3

1 THE HONORABLE JULIE SPECTOR

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8 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
9 IN AND FOR THE COUNTY OF KING

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11 LAWRENCE HILL, et al.,
12 Plaintiffs,
13 v.
14 GARDA CL NORTHWEST, INC,
15 Defendant.

No. 09-2-07360-1
(Consolidated with No. 15-2-26829-1)

[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND
JUDGMENT

(Class Action)

16
17 This matter came on for hearing upon the application of the Plaintiffs for
18 approval of the settlement set forth in the Class Action Settlement Agreement and Release
19 (“Agreement”) in this matter. Due and adequate notice having been given to the Class, and
20 the Court having considered the Agreement, all papers filed and proceedings had herein, and
21 all oral and written comments received regarding the proposed settlement, and having
22 reviewed the record in this litigation, and good cause appearing for issuance of this order,

23 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

- 24 1. The Court, for purposes of this Order Granting Final Approval of
25 Class Action Settlement and Judgment, adopts all defined terms as set forth in Exhibit A,
26

1 attached hereto. [Exh. A will include, verbatim, applicable definitions from the Settlement
2 Agreement in this case.]

3 2. The Court has jurisdiction over the subject matter of the Litigation and
4 the Class Representatives, the Members of the Settlement Class, and Garda CL Northwest,
5 Inc. (“Garda”).

6 3. The Court granted Preliminary Approval of the parties’ proposed
7 Settlement by order dated [REDACTED]. Pursuant to that Order, the approved Notice was
8 sent to all Persons within the definition of the Class, and fully met the requirements of due
9 process under Washington law. Based on evidence and other material submitted in
10 conjunction with the Settlement Hearing, the actual notices to the Class were adequate. In
11 response to the Notice [Insert summary of responses and discuss any issues raised thereby]

12 4. Solely for purposes of effectuating this settlement, this Court has
13 previously certified a Settlement Class consisting of all Persons who worked for Garda as
14 Driver/Messengers on armored trucks in the State of Washington at any time between
15 February 11, 2006 and August 5, 2018, excepting opt-outs. The Court deems this definition
16 sufficient for purposes of due process and CR 23.

17 5. The Court finds that the terms of the Settlement are fair, adequate and
18 reasonable, and that the Settlement should be finally approved and judgment entered thereon.

19 5. The Court finds that the Agreement was entered by the parties in good
20 faith and at arm’s length by experienced attorneys, and that the terms of settlement are fair,
21 adequate and reasonable in light of the risks, delay and uncertainty of further litigation and in
22 light of the substantial immediate benefits offered to the Participating Class Members by the
23 Settlement. The Settling Parties are directed to perform in accordance with the terms set forth
24 in the Agreement. The Settling Parties are to bear their own costs, except as otherwise
25 provided in the Agreement.
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1 6. Those Persons (identified in Exhibit B hereto) who have validly and
2 timely requested exclusion from the Class shall not be bound by the terms of this Order and
3 Judgment.

4 7. By this Order and Judgment, subject to the occurrence of the Effective
5 Date as defined in Exhibit A, the Class Representatives shall release, relinquish, and
6 discharge, and each of the Settlement Class Members shall be deemed to have, and by
7 operation of the Order and Judgment shall have, fully, finally, and forever released,
8 relinquished, and discharged all Released Claims.

9 8. Neither the Agreement nor the settlement contained therein, nor any
10 act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or
11 may be deemed to be or may be used as an admission of, or evidence of, the validity of any
12 Released Claim, or of any wrongdoing or liability of Garda; or (ii) is or may be deemed to be
13 or may be used as an admission of, or evidence of, any fault or omission of Garda in any
14 civil, criminal, or administrative proceeding in any court, administrative agency, or other
15 tribunal. In the event that the Effective Date does not occur, Garda shall not be estopped or
16 otherwise precluded from contesting class or collective action certification in the Litigation
17 on any grounds available to it prior to the Settlement. Garda may file the Agreement and/or
18 the Judgment from the Litigation in any other action that may be brought against it in order
19 to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel,
20 release, good faith settlement, judgment bar, or reduction or any theory of claim preclusion
21 or issue preclusion or similar defense or counterclaim.

22 9. Within 15 days of the Effective Date of the Settlement, Garda shall,
23 through the Settlement Administrator, pay all Participating Class Members their shares of the
24 Settlement as provided in the Settlement Agreement. The only Class Members entitled to
25 payment pursuant to this Judgment are Participating Claimants. The funds associated with
26 checks that remain uncashed after 90 days from the date of issuance shall be donated in equal

1 shares to the Legal Foundation of Washington and the Public Citizen Litigation Project.
2 Participating Claimants who fail to negotiate their settlement checks in a timely fashion shall
3 remain subject to the terms of this Order and Judgment.

4 10. As contemplated by the Agreement, Class Counsel have requested
5 approval of certain fees, costs, and service awards, and the Court approves the following
6 payments: (a) attorneys' fees payable to Class Counsel in this matter in the amount of
7 \$3,750,000; (b) allowable costs in this matter in the amount of \$100,000, (c) reasonable costs
8 for settlement administration, and (d) service payments in the total amount of \$40,000 to the
9 Class Representatives (\$10,000 to each of the three *Hill* Plaintiffs and \$2,500 to each of the
10 four *Gayken* Plaintiffs) to compensate them for their unique services. The Court finds that
11 such amounts, and Garda's agreement to pay such amounts, are fair and reasonable in light of
12 the extraordinary duration of this litigation, Class Counsel's acceptance of the risk in taking
13 these cases and of the delay in being compensated for their work and their risk, and in light
14 of the Class Representatives' contributions to bringing, maintaining, and resolving the
15 Litigation. Garda is directed to make such payments out of the Maximum Settlement
16 Amount within 15 days of the Effective Date in accordance with the terms of the Settlement
17 Agreement. Any fees and costs awarded to Class Counsel, and service payments awarded to
18 the Class Representatives, shall be allocated as directed by Class Counsel, and Garda shall
19 bear no responsibility or liability with respect to the allocation of such fees, costs, and service
20 payments.

21 11. The Court reserves exclusive and continuing jurisdiction over the
22 Litigation, the Class Representatives, the Class, and Garda for the purposes of supervising
23 the implementation, enforcement, construction, administration and interpretation of the
24 Agreement, as well as this Order and Judgment.

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12. This document shall constitute a judgment for purposes of CR 54.

IT IS SO ORDERED.

DATED: _____, 2020

The Honorable Julie Spector