

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES**

**NOTICE OF CLASS CERTIFICATION**

**If you were employed by Surveillance Security, Inc. as a security guard in the State of California at any time from July 22, 2016 through September 7, 2023, a class action lawsuit may affect your rights.**

**A court authorized this notice. This is not a solicitation from a lawyer. You are not being sued.**

**Please Read This Notice Carefully.**

A class action lawsuit is pending in the Superior Court of California, County of Los Angeles (“the Court”) against Surveillance Security, Inc. (“Defendant”). The case is entitled *Samuel Torres v. Surveillance Security, Inc.*, Case No. 20STCV27742. The lawsuit alleges that Defendant failed to pay all lawful wages, failed to provide lawful meal and rest breaks, failed to properly calculate the overtime rate of pay, failed to pay all accrued and vested vacation wages, failed to reimburse business expenses, failed to provide accurate and itemized wage statements, failed to timely pay all wages due upon separation from employment, and violated Business and Professions Code §§ 17200, *et seq.* (the “Unfair Competition Law”). The lawsuit also seeks civil penalties for these violations under Labor Code § 2698 *et seq.* (the Private Attorney General Act, or “PAGA”).

The Court has allowed certain of Plaintiff’s claims to proceed as a class action and certified the following Class: all current and former non-exempt security guards employed by Defendant in California at any time from July 22, 2016 through September 7, 2023 who have not signed class-action waivers (the “Class”).

The Court has permitted Plaintiff to pursue class-wide relief for Defendant’s alleged failure to: (1) pay all lawful wages; (2) properly calculate overtime; (3) pay all accrued and vested vacation wages; (4) provide accurate itemized wage statements; (5) violations of business and professions code; and (6) enforcement of Labor Code § 2698, *et seq.* (“PAGA”). Specifically, Plaintiff contends that Defendant failed to pay overtime wages at the regular rate of pay due to its alleged failure to include cash-in-lieu-benefits payments in the calculation of the regular rate of pay. In addition, Plaintiff contends Defendant failed to pay all wages due based on Defendant’s alleged failure to include cash-in-lieu-benefits payments in the regular rate of pay for purposes of calculating overtime pay, sick pay, unused vacation pay, and the premium for meal and rest break violations. Finally, Plaintiff contends that Defendant failed to provide accurate itemized wage statements because, as a result of the alleged failure to include the cash-in-lieu-benefits payments in the regular rate, the wage statements did not accurately itemize the hourly rates and wages earned for overtime pay, sick pay, and meal and rest break premiums.

The Court did not permit Plaintiff to pursue class-wide relief for Defendant’s alleged failure to (1) provide meal periods, (2) provide rest breaks, or (3) reimburse business expenses.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT</b>	
<b>DO NOTHING – REMAIN IN THE CLASS</b>	<p><b>Stay in the lawsuit. Await the Outcome. Share in possible benefits. Give up certain rights.</b></p> <p>By doing nothing, you are choosing to stay in the Class. You will be represented by the Plaintiff and his attorneys, your rights will be determined in this case, and you will be bound by the decisions in the case.</p> <p>By doing nothing, you keep the possibility of getting money that may come from a trial or settlement. But, you will give up your rights to sue Defendant in a separate lawsuit for the claims made in this class action.</p>
<b>EXCLUDE YOURSELF</b>	<p><b>Get out of this lawsuit. Get no benefits. Keep any rights that you may have.</b></p> <p>If you opt out of the Class (meaning you say in writing that you do not want to be included in this lawsuit), you will not be entitled to any recovery that may result from this Class Action, but you will not be bound by any past or future rulings against Defendant. You will be free to pursue your own claims against the Defendant on your own or as part of a different lawsuit and may hire a separate lawyer to do so.</p>

	If you are considering excluding yourself from the class, please note that there may be a risk that any new claims asserted against Defendants may no longer be timely and may be time barred.
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## **Basic Information About the Lawsuit**

### **1. Why did I get this notice?**

Records show that you worked for Defendant at some point between July 22, 2016 and September 7, 2023 (the “Class Period”) as a non-exempt security guard in California, and that you did not sign a class action waiver. This notice explains that the Court has allowed, or “certified,” a class action lawsuit that may affect you. You have legal rights and options that you may exercise before the Court holds a trial. The trial is to decide whether the claims being made against Defendant, on your behalf, are correct. Judge Carolyn B. Kuhl of the Superior Court of California, County of Los Angeles is overseeing this class action. The case is known as *Samuel Torres v. Surveillance Security, Inc.*, Case No. 20STCV27742.

### **2. What is this lawsuit about?**

This Action is about whether Defendants failed to pay all lawful wages, failed to properly calculate the overtime rate of pay, failed to pay all accrued and vested vacation wages, failed to properly calculate meal and rest break premiums, failed to provide accurate and itemized wage statements, failed to timely pay all wages due upon separation from employment, all as required by applicable California law. In part, Plaintiff alleges that Defendant underpaid overtime pay, sick pay, meal or rest period premiums because they did not include cash-in-lieu-benefits payments in the regular rate of pay calculation. Defendant denies any wrongdoing.

### **3. What is a class action and who is involved?**

In a class action lawsuit, one or more people called “Class Representatives” sue on behalf of other people who have similar claims. The people together are a “Class” or “Class Members.” In this case, there is only one Class Representative, Samuel Torres. The Class Representative is called the Plaintiff. The company that he sued (in this case Surveillance Security, Inc.) is called the Defendant. One court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

### **4. What has happened in the lawsuit?**

On July 21, 2020, Plaintiff filed a potential class action against Defendant in the Superior Court for the County of Los Angeles, alleging, among other things, failure to pay all wages, failure to properly calculate overtime pay, failure to timely pay wages due at termination, and failure to provide accurate itemized wages statements. You can read Plaintiff’s First Amended Class Action Complaint (“Complaint”) at [www.apexclassaction.com/surveillancesecurity](http://www.apexclassaction.com/surveillancesecurity).

On September 7, 2023, the Court certified the Class, as defined above on page 1, and the following Subclasses:

- **Overtime Subclass:** All Class Members employed by Defendant in California at any time from July 22, 2019 through September 7, 2023 who received cash payments in lieu of payments for fringe benefits and who were paid overtime pay by Defendant during the same period.
- **Wage Statement Subclass:** All Class Members employed by Defendant in California at any time from July 22, 2019 to September 7, 2023 and who received overtime pay, sick pay, meal or rest period premiums and received cash payments in lieu of payments for fringe benefits during the same pay period and received a wage statement, or received a wage statement that did not include available sick pay hours.
- **Final Pay Subclass:** All former non-exempt security guards employed by Defendant in California at any time from May 23, 2019 through September 7, 2023 who received overtime pay, sick pay, meal or rest period premiums and received cash payments in lieu of payments for fringe benefits during the same pay period.
- **Vacation Pay Subclass:** All Class Members employed by Defendant in California at any time from July 22, 2016 through September 7, 2023 who were not paid by Defendant for their vested and unused vacation hours as wages at their final rate.

The Subclasses exclude Class Members who signed a class action waiver.

You can read the Court's Order Certifying the Class at [www.apexclassaction.com/surveillancesecurity](http://www.apexclassaction.com/surveillancesecurity).

Certifying the class does not mean that the Court has found the claims to be true. It just means that the Court has decided that the evidence supports the handling of the claims on a class-wide basis.

#### **5. What is the Class Representative asking for?**

The Class Representative is asking for, among other things, unpaid wages, liquidated damages, civil penalties pursuant to California Labor Code §§ 226(e)(1) and 226.3 for the alleged failure to provide itemized wages, waiting time pay pursuant to California Labor Code § 203 for the alleged failure to pay all wages owed at the time of termination or within 72 hours of resignation, civil penalties under Labor Code § 2698 et seq., interest, attorneys' fees and costs. More information about what Plaintiff is seeking is available in the Complaint, which you can read at [www.apexclassaction.com/surveillancesecurity](http://www.apexclassaction.com/surveillancesecurity).

#### **6. Is there any money available now?**

No money or benefits are available now because the Court has not yet decided whether the Defendant did anything wrong, and the two sides have not settled the case. There is no guarantee that money or benefits will be obtained. If they are, you will receive a notice describing how to receive a share.

### **Who Is In The Class?**

#### **7. How do I know if I am a Class Member?**

If you are a current or former security guard employed by Defendant in California at any time from July 22, 2016 through September 7, 2023, and you did not sign a class action waiver, you may be a Class Member.

In addition, if you received cash payments in lieu of payments for fringe benefits during the Class Period you may also be a member of on or more of the Subclasses. The term "received cash payments in lieu of payments for fringe benefits" means that the Health & Welfare fringe benefits were paid to you in cash and were not directly deposited in a plan, such as retirement plan (401k) or medical plan.

If your fringe benefits were deposited into a plan, and not paid as cash, you may only be a member of the Vacation Pay Subclass.

#### **8. Are you still not sure if you're included?**

If you still are not sure whether you are included in the Class, you can get free help by contacting Apex Class Action, LLC, the Administrator, at the designated phone number for this matter which is (800) 355-0700, or by calling or writing the lawyers representing the Class in this case ("Class Counsel"), at the phone number or address listed in Question 20, below.

#### **9. Who is the Class Representative?**

Plaintiff Samuel Torres will represent the Class. He is a former non-exempt security guard who was employed by Surveillance Security, Inc. in California.

### **YOUR RIGHTS AND OPTIONS**

**You have to decide whether to stay in the Class or ask to be excluded by no later than December 11, 2023.**

#### **10. What are my options as a Class Member?**

You have two options. You may either remain in the Class and your rights and any recovery you may be entitled to will be determined in this case or you may request to be excluded ("opt-out") from the Class and retain any rights you may have against Defendant.

### **11. What happens if I choose to stay in the Class?**

If you stay in the Class, you will be permitted to share in a recovery, if any, that may occur in this Action. However, if you remain in the Class, you will give up any rights to sue the Defendant separately about the certified claims in this lawsuit. You also will be legally bound by all of the orders the Court issues and any judgment the Court makes in this class action, even if there is no recovery.

### **12. How do I stay in the Class?**

To remain in the Class, you do not need to do anything. You will become a Class Member automatically.

### **13. What happens if I opt out of the Class?**

If you opt out of the Class (by submitting the enclosed Request for Exclusion Form), you will give up the right to participate in any recovery that may occur. But you will keep any rights you may currently have to sue the Defendant regarding the legal claims at issue in this lawsuit and may hire a separate lawyer to do so. You also will not be bound by the orders the Court issues or any judgment the Court makes in this class action.

### **14. How do I opt out of the Class?**

If you **do not** want to remain a member of the Class, **you must** complete, sign, and return the enclosed “Request For Exclusion Form” to the Notice Administrator postmarked, faxed or e-mailed no later than December 11, 2023.

Your Request for Exclusion Form must be sent to the following address or fax number:

Samuel Torres v. Surveillance Security, Inc.  
Class Action Settlement Administrator  
c/o Apex Class Action, LLC  
P. O. Box 54668  
Irvine, CA 92619  
Fax: (949) 878-3536  
Email: [claims@apexclassaction.com](mailto:claims@apexclassaction.com)

If your request is not postmarked, faxed or e-mailed by the due date, it will not be valid and you will remain in the Class.

If you are considering excluding yourself from the Class, please note that there may be a risk that any new claims asserted against Defendant may no longer be timely and may be time barred.

### **15. What are the risks if I remain in the Class?**

If you stay in the Class, you will be bound by the decisions of the Court. This means you will not be able to pursue any claim against Defendant on your own for matters that the Court has certified. If the Plaintiff loses, you will not get any recovery and will not be able to bring a later claim for the matters that the Court has certified.

### **16. What are the benefits if I remain in the Class?**

If you stay in the Class, you do not have to sue Defendant on your own for any claim you may have against Defendant related to the matters that the Court has certified. If there is a recovery, either by trial or by settlement, you may be entitled to a share of any recovery.

### **17. What happens if I do not do anything?**

By doing nothing, you are choosing to stay in the Class. You don't have to do anything now if you want to stay in the Class. If you stay in the Class and the Class Representative obtains money or benefits, either as a result of a trial or a settlement, you will be notified about how to receive a share (or how to ask to be excluded from any settlement). Regardless of whether the Plaintiff wins or loses the trial, you will not be able to sue, or continue to sue Defendant—as part of any other lawsuit—about the same matters that the Court has certified. You will also be legally bound by all of the orders the Court issues and any judgment the Court makes in this class action.

**18. Do I have to come to the trial?**

No. You do not have to come to trial unless you receive a subpoena to appear at trial by one of the parties. If you remain in the Class, Class Counsel and the Plaintiff will represent you. You are welcome to come at your own expense.

**19. Has a trial date been set?**

No trial date has been set in this case.

**THE LAWYERS REPRESENTING YOU**

**20. As a Class Member, do I have a lawyer representing my interests in this Class Action?**

Yes. The Court has appointed lawyers to represent you and the other Class Members. These lawyers are called Class Counsel. Class Counsel are experienced in handling similar cases against other employers. The following lawyers are representing the Class:

JAMES HAWKINS APLC  
9880 Research Dr., Suite 200  
Irvine, California 92618  
(949) 387-7200 (Phone)  
(949) 387-6676 (Fax)

James R. Hawkins, Esq. (james@jameshawkinsaplc.com)  
Christina M. Lucio, Esq. (christina@jameshawkinsaplc.com)  
Mitchell J. Murray, Esq. (mitchell@jameshawkinsaplc.com)

**21. Should I get my own lawyer?**

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you may have to pay that lawyer. If you hire a lawyer to speak for you or to appear in Court, your lawyer must file a Notice of Appearance.

**22. How will the lawyers be paid, and will the Class Representative be paid?**

You do not owe the Class Representative or Class Counsel any money unless a recovery is obtained. If recovery is obtained for the Class, Class Counsel will request from the Court an award for attorneys' fees and expenses. Class Counsel may also ask the Court to approve a reasonable incentive award for the Class Representative. If approved, these fees and expenses and the incentive award will be paid from the recovery obtained for the Class.

**GETTING MORE INFORMATION**

**23. Where do I get more information**

You may contact Class Counsel at any time at the address, phone number, or email addresses in Question 20 for additional information.

This Notice contains a summary of relevant court papers. Complete copies of public pleadings, Court rulings and other filings are available for review and copying at the Clerk's office. The address for the Spring Street Courthouse is 312 N. Spring St., Los Angeles, CA 90012, (213) 310-7000. Information is also available at [www.apexclassaction.com/surveillancesecurity](http://www.apexclassaction.com/surveillancesecurity), or by calling the Notice Administrator at (800) 355-0700, or by writing to: Samuel Torres v. Surveillance Security, Inc. Class Action, c/o Apex Class Action, LLC, P. O. Box 54668, Irvine, CA 92619

**Please do not contact the Court or Judge Kuhl. They cannot answer any questions or discuss the Action.**

DATED: NOVEMBER 20, 2023

BY ORDER OF THE SUPERIOR COURT OF CALIFORNIA, COUNTY  
OF LOS ANGELES

Superior Court of the State of California for the County of Los Angeles  
*Torres v. Surveillance Security, Inc.*  
Case No. 20STCV27742

**REQUEST FOR EXCLUSION FORM**

You should **only** complete this form if you want to be excluded (opt out) from the Class that has been certified in this case. Before completing this form, you should read the Court-issued Notice of Class Certification. You should **not** complete this form if you want to remain a member of the class.

If you want to be excluded from this class action, you must complete and sign this form and send it by mail, e-mail, or fax to:

Samuel Torres v. Surveillance Security, Inc.  
Class Action Settlement Administrator  
c/o Apex Class Action, LLC  
P. O. Box 54668  
Irvine, CA 92619  
Fax: (949) 878-3536  
Email: [claims@apexclassaction.com](mailto:claims@apexclassaction.com)

I certify that I have read the Court-issued Notice of Class Certification and I do **not** want to remain a member of the Class in *Torres v. Surveillance Security, Inc., et al.*, Case No. 20STCV27742 currently pending in the Superior Court of the State of California for the County of Los Angeles. I understand that, by completing this form, I will **not** share in any judgment or settlement that may be obtained for the Class, but I will keep any rights that I may currently have against Defendant Surveillance Security, Inc. regarding the legal claims at issue in the case. I understand that there may be a risk that any new claims asserted against Surveillance Security, Inc. may no longer be timely and may be time barred.

Name: \_\_\_\_\_  
First Middle Last

Last 4 Digits of Social Security Number or Full Employee ID Number \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip Telephone

Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Dated: \_\_\_\_\_, \_\_\_\_\_  
Signature

Superior Court of the State of California, County of Los Angeles  
*Samuel Torres v. Surveillance Security, Inc.*  
Case No. 20STCV27742

**CHANGE OF ADDRESS FORM**

I wish to change my name and/or mailing address and/or other contact information to the following:

Name: \_\_\_\_\_  
First Middle Last

Former Name: \_\_\_\_\_  
First Middle Last

Mailing Address: \_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City State Zip

Telephone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Email: \_\_\_\_\_

I understand all future correspondence in this Lawsuit, including important notices, will be sent to the address shown above and not to the address previously used. I hereby request and consent to the use of the address listed above for these purposes.

Dated: \_\_\_\_\_  
Signature

**PLEASE RETURN THIS FORM BY MAIL OR FAX TO:**

Samuel Torres v. Surveillance Security, Inc.  
Class Action Settlement Administrator  
c/o Apex Class Action, LLC  
P. O. Box 54668  
Irvine, CA 92619  
Fax: (949) 878-3536