

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Samuel Torres (“Plaintiff”) and Defendant Surveillance Security, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned SAMUEL TORRES v. SURVEILLANCE SECURITY, INC., Los Angeles County Superior Court Case No. 20STCV27742, initially filed on July 21, 2020 and amended on October 16, 2020.

1.2. “Administrator” means Apex Class Action, LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Aggrieved Employee” means all Class Members (defined below) who worked at any time during the PAGA Period. The Aggrieved Employees are a subset of the Class.

1.5. “Class” means the individuals that comprise the class certified by the Court on September 7, 2023, which include all current and former non-exempt security guards employed by Surveillance Security, Inc. in California during the Class Period, who have not signed class action waivers, and that did not opt out from the certified class.

1.6. “Class Counsel” means Attorneys James R. Hawkins, Christina Lucio, and Mitchel Murray of James Hawkins APLC.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. “Class Notice” means the Court approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in English, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from May 23, 2019¹ to September 7, 2023.

1.13. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. “Class Representative Service Award” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. “Court” means the Superior Court of California, County of Los Angeles.

1.16 “Cure Notice” means the Court approved notice to be mailed to individuals who were inadvertently mailed a Notice of Class Certification but who signed class-action waivers and should not have been included in the certified Class, attached as Exhibit B and incorporated by reference into this Agreement.

1.17. “Defendant” means named Defendant Surveillance Security, Inc.

1.18. “Defense Counsel” means Raymond Chandler of the Law Office of Raymond Chandler and James L. Hudgens of the Law Office of James L. Hudgens.

1.19. “Effective Date” means the date by when all of the following have occurred: (i) this Settlement has been executed by all Parties and their respective counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) the Class Notice has been given to the Settlement Class, providing them with an opportunity to dispute information contained in the Class Notice, to opt out of the Settlement, or to object to the Settlement; (iv) the Court has held a final approval hearing and entered a final order and judgment certifying the Settlement Class and approving this Settlement; and (v) the later of the following events: if no appeal of the Court’s Final Approval Order is filed the later of (a) one year after the signing of the long form settlement agreement or the day after the deadline for filing any such appeal, or (b) if an appeal is filed, the day after the final resolution of the appeal and/or the expiration of any time period for any further appeal or judicial review, resulting in the final judicial approval of the Agreement. In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Court’s order approving the Settlement is completely final, there is no further recourse by an appellant or objector who seeks to contest the Settlement.

1.20. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.22. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.23. “Gross Settlement Amount” means \$220,000.00, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class

¹ The Court certified the Class for the period from July 22, 2016 through the present (September 7, 2023). However, based on based a prior class action settlement and release in Surveillance Security Wage and Hours Cases, Judicial Council Coordination Proceeding Case No. 4969 (Los Angeles Superior Court Case No. BC685544; Sacramento Superior Court Case No. 34-2017-00220142), the appropriate class period begins May 23, 2019.

Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Award and the Administration Expenses Payment.

1.24. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.25. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.26. “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.27. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.28. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Class Members as Individual Class Payments.

1.30. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.31. “PAGA Period” means the period from August 15, 2019 to January 30, 2025.

1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.33. “PAGA Notice” means Plaintiff’s letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$2,750) and 75% to LWDA (\$8,250) in settlement of PAGA claims.

1.35. “Plaintiff” means Samuel Torres, the named Plaintiff in the Action.

1.36. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.37. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.38. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.39. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.40. “Released Parties” means: Defendant, their affiliated companies, parent companies, subsidiaries, affiliates, shareholders, members, representatives, agents (including, without limitation, any investment

bankers, accountants, insurers, reinsurers, auditors, consultants, attorneys and any past, present or future officers, directors, managers, principals, and employees), predecessors, successors, and assigns.

1.41. “Response Deadline” means 45 days after the Administrator mails Class Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may fax, email, or mail Objection to the Settlement.

1.42. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.43. “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

2.1. On July 21, 2020, Plaintiff commenced this Action by filing a Class Action Complaint alleging causes of action against Defendant for: 1) failure to pay all lawful wages; 2) failure to provide meal periods; 3) failure to permit rest breaks; 4) failure to properly calculate overtime rate; 5) failure to pay all accrued and vested vacation wages; 6) failure to reimburse business expenses; 7) failure to provide accurate itemized wage statements; 8) failure to pay all wages due upon separation from employment; and 9) violation of Business & Professions Code § 17200, et seq. (“Complaint”).

2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave written notice to Defendant and the LWDA by sending the PAGA Notice on July 21, 2020.

2.3. On October 19, 2020, Plaintiff filed a First Amended Complaint on October 19, 2020, adding a cause of action for enforcement of PAGA. The First Amended Complaint is the Operative Complaint in the action.

2.4. On May 31, 2022, the Parties participated in a mediation presided over by Joel Grossman, which was ultimately unsuccessful.

2.5. On September 7, 2023, the Court granted Plaintiff’s Motion for Class Certification and certified a class comprised of all current and former non-exempt security guards employed by Defendant in California at any time from July 22, 2016 through the present who have not signed class-action waivers.

2.6. On November 1, 2023, the Court approved the distribution of class notices to non-exempt security guards who comprised the certified class on September 7, 2023, which among other things, provided each individual information regarding their ability to opt out of the certified class and the procedures for doing so;

2.6. The Parties participated in a second mediation on August 30, 2024, and a third mediation on January 30, 2025 with Hon. William V. Gallo (Ret.). The third mediation led to this Agreement to settle the Action.

2.7. Prior to mediation, Plaintiff obtained, through informal discovery, Class Member and Aggrieved Employee information for the Class Period and PAGA period, a sampling of time and wage records for the Class Members, Plaintiff’s personnel file, and information regarding Defendant’s policies and practices during the Class period, to aid in preparation of Plaintiff’s evaluation of the claims and formulation of a damages model. Plaintiff’s investigation was sufficient to satisfy the criteria for Court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.8. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promise to pay \$220,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Service Award to the Class Representative of not more than \$10,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Award that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Award no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Award.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35%, or \$77,000.00, and Class Counsel Litigation Expenses Payment of up to \$30,000. Defendant will not oppose requests for these payments provided they do not exceed this amount. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$5,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$5,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Class Members on Calculation of Individual Class Payments. Non-Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$11,000.00 to be paid from the Gross Settlement Amount, with 75% (\$8,250.00) allocated to the LWDA PAGA Payment and 25% (\$2,750.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$2,750.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks. In connection with mediation, Defendant estimated that there are 176 Class Members who collectively worked a total of 4,230 Workweeks during the Class Period.

4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Award. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses

Payment and the Class Representative Service Award shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

Effective on the date when Defendant fully fund the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, Aggrieved Employees and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences which occurred on or before January 31, 2025, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Action and/or Operative Complaint; and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Action and/or Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 5.2, below ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be

and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

5.2 Released Class Claims by Class Members: All Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims, rights, demands, liabilities, and causes of action that were certified in the Court's order granting class certification entered on September 7, 2023 including failure to pay wages, failure to pay (or properly pay) overtime wages, failure to pay vested vacation pay at the proper rate upon termination, failure to provide accurate itemized wage statements, failure to timely pay wages upon termination of employment, and unfair competition based on these claims. Class Members do not release any other claims, including claims that were not certified in the class certification order entered on September 7, 2023 including failure to provide meal periods, failure to authorize and permit rest periods, and failure to reimburse business expenses, as well as claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 Released PAGA Claims: Upon entry of final judgment and contingent upon payment, Defendant shall be entitled to a release from the State of California of all PAGA claims pled or that could have been pled based on the factual allegations contained in the Operative Complaint in the Action and PAGA letter sent by Plaintiff during the PAGA Period as to the Aggrieved Employees.

6. MOTION FOR PRELIMINARY APPROVAL.

The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to: its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and the Administrator; (vi) a signed declaration from each Class Counsel

firm attesting to: its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vii) a redlined version of the Parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action, LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action, LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these

amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Cure Notice to Individuals Who Mistakenly Received Class Notice.

7.5.1 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all individuals identified in the data sent to the Administrator for purposes of mailing the Notice of Class Certification who are not on the Class Data provided by Defendant under this Agreement, via first-class United States Postal Service ("USPS") mail, the Cure Notice substantially in the form attached to this Agreement as Exhibit B. Before mailing Cure Notices, the Administrator shall update all addresses using the National Change of Address database.

7.5.2 Not later than 3 business days after the Administrator's receipt of any Cure Notice returned by the USPS as undelivered, the Administrator shall re-mail the Cure Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Address Search, and re-mail the Cure Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Cure Notice to individuals whose Cure Notice is returned by the USPS a second time.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

7.7.1 Only Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class

Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Award.

7.7.2 Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice.

7.7.3 Non-Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Award, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of Class Notices mailed or re-mailed, Class Notices returned undelivered, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must attach copies of all objections received.

7.8.3 Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.4 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the number of written objections and attach the objections. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.5 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.

In connection with the mediation, Defendant estimated that there were 176 Class Members during the Class Period and the number of workweeks for the Class Members during the Class Period is 4,230 ("Class Workweeks"). Should the number of Class Workweeks increase by more than 10%, Defendant will have the option to either a) increase the gross settlement proportionally on a pro rata basis above the 10% buffer (i.e. increase of 1% of the GSA if Class Workweeks are 11% greater than estimate) or b) to shorten the Class Period to the pay period in which the number of Class Workweeks does not exceed more than 10% so that there is no increase in the amount.

9. MOTION FOR FINAL APPROVAL.

Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 5 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good

faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Award or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. AMENDED JUDGMENT.

If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant have any liability for any claims asserted, nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserve the right to contest certification of any class for any reasons, and Defendant reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the

Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party, with the exception of the Parties' Memorandum of Understanding, which remains in force and is not superseded hereby.

11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

11.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

11.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

11.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that

violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

11.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

11.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: James R. Hawkins, Christina M. Lucio, and Mitchell J. Murray, James Hawkins APLC, 9880 Research Drive, Suite 200, Irvine, CA 92618.

To Defendant: Raymond Chandler and James L. Hudgens, Law Office of Raymond Chandler, 15 W. Carillo Street, Suite 220, Santa Barbara, CA 93101.

11.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: 04/15/25

PLAINTIFF SAMUEL TORRES

Samuel Torres
Samuel Torres (Apr 15, 2025 10:34 PDT)
Samuel Torres

Dated: _____

DEFENDANT SURVEILLANCE SECURITY, INC.

Signature

By: _____

Name: _____

Its: _____

[Additional signatures appear on next page]

APPROVED AS TO FORM:

Dated: 04/15/2025

~~JAMES HAWKINS AP' T~~


James R. Hawkins
Christina M. Lucio
Mitchell J. Murray

Attorneys for Plaintiff

Dated: _____

LAW OFFICE OF RAYMOND CHANDLER
LAW OFFICE OF JAMES L. HUDGENS

Raymond Chandler
James L. Hudgens

Attorney for Defendant

Dated: 3/21/25

Samuel Torres

DEFENDANT SURVEILLANCE SECURITY, INC.

Signature

Brendan Waller

Digitally signed by Brendan Waller
DN: cn=Brendan Waller, o=Surveillance Security
Inc., ou=Executive, email=b.waller@surveillance-
security.com, c=US
Date: 2025.03.21 15:34:07 -0700'

By: _____

Name: Brendan D. Waller

Its: CEO

[Additional signatures appear on next page]

APPROVED AS TO FORM:

Dated: _____

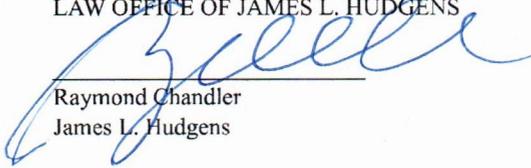
JAMES HAWKINS APLC

James R. Hawkins
Christina M. Lucio
Mitchell J. Murray

Attorneys for Plaintiff

Dated: 3-21-25

LAW OFFICE OF RAYMOND CHANDLER
LAW OFFICE OF JAMES L. HUDGENS



Raymond Chandler
James L. Hudgens

Attorney for Defendant

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

SAMUEL TORRES v. SURVEILLANCE SECURITY, INC.

Los Angeles County Superior Court Case No. 20STCV27742

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

You may be eligible to receive money from a class action lawsuit (“Action”) against Surveillance Security, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by a former employee of Defendant, Samuel Torres (“Plaintiff”), and seeks payment of (1) unpaid wages including overtime, unpaid vacation pay at the time of termination, wage statement penalties, waiting time penalties, and other relief for a certified class of all current and former non-exempt security guards employed by Surveillance Security, Inc. in California during from May 23, 2019 to September 7, 2023, who have not signed class action waivers (“Class Members”), and (2) penalties under the California Private Attorneys General Act (“PAGA”) for Class Members from August 15, 2019 to January 30, 2025 (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments; and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more Class Period workweeks or PAGA Period pay periods, you can submit a challenge by [deadline date]. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>You Don't Have to Do Anything to Participate in the Settlement</p>	<p>To participate in the Settlement, you do not need to take any further action. Upon final approval from the Court, you will receive a Settlement check for an amount as described above on page 1.</p>
<p>Class Members Can Object to the Class Settlement but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by _____</p>	<p>Class Members can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.</p>
<p>You Can Participate in the _____ Final Approval Hearing</p>	<p>The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p>You Can Challenge the Calculation of Your Workweeks/Pay Periods</p> <p>Written Challenges Must be Submitted by _____</p>	<p>The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and the number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.</p>

1. WHAT IS THE PURPOSE OF THIS NOTICE?

On September 7, 2023, the Court 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. After certification, notice was sent to the Class informing Class Members of their right to request exclusion from the Class by "opting out." You are receiving this notice because you are a Class Member – i.e. you worked for Defendant as a non-exempt security guard in California during the Class Period and did not sign a class-action waiver, and did not opt out of the Class.

Plaintiff and Defendant reached a proposed Settlement on behalf of all Class Members for the Class Period. This notice is intended to inform you of the class action Settlement and your options (i.e., participating and objecting).

2. WHAT IS THE ACTION ABOUT?

Pursuant to the Courts' order granting class certification, 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.

Defendant strongly denies violating any laws or failing to pay any wages and contend they complied with all applicable laws at all relevant times.

3.WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired a mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy, written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant do not admit any violations or concede the merit of any alleged claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and defenses, and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

4.WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant will pay \$220,000.00 as the Gross Settlement Amount ("Gross Settlement"). Defendant have agreed to deposit the Gross Settlement into an account controlled by Apex Class Action, LLC, the Court-appointed settlement administrator of the Settlement ("Administrator"). The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Administration Expenses Payment, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 14 days after the Effective Date of the Settlement. The Judgment will be final on the date the Court enters Judgment, or a later date if Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to \$77,000 (or 35%) of the Gross Settlement to Class Counsel for attorneys' fees and up to \$35,000.00 for litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$10,000, as a Class Representative Service Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

C. Up to \$5,500 to the Administrator for services administering the Settlement.

D. Up to \$11,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period pay periods.

Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Class Members based on their Class Period workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Settlement payment(s) are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Settlement payment(s) received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the California Controller's Unclaimed Property Fund for instructions on how to retrieve your money.

6. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void, Defendant will not pay any money and Class Members will not release any claims against Defendant.

7. Administrator. The Court has appointed a neutral company, Apex Class Action, LLC, to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over Class Period workweeks or PAGA Period pay periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 10 of this Notice.

8. Class Members' Release. After the Judgment is final and Defendant have fully funded the Gross Settlement and separately paid all employer payroll taxes, Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on the PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Class Members will be bound by the following release, as set forth under the terms of the proposed Settlement:

All Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims, rights, demands, liabilities, and causes of action that were certified in the Court's order granting class certification entered on September 7, 2023 including failure to pay wages, failure to pay (or properly pay) overtime wages, failure to pay vested vacation pay at the proper rate upon termination, failure to provide accurate itemized wage statements, failure to timely pay wages upon termination of employment, and unfair competition based on these claims. Class Members do not release any other claims, including claims that were not certified in the class certification order entered on September 7, 2023 including failure to provide meal periods, failure to authorize and permit rest periods, and failure to reimburse business expenses, as well as claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant have paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting the Released PAGA claims against Defendant. This means that all Aggrieved Employees cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the Released PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Release is as follows, as set forth under the terms of the proposed Settlement:

Upon entry of final judgment and contingent upon payment, Defendant shall be entitled to a release from the State of California of all PAGA claims pled or that could have been pled based on the factual allegations contained in the Operative Complaint in the Action and PAGA letter sent by Plaintiff during the PAGA Period as to the Aggrieved Employees.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Class Period workweeks worked by all Class Members, and (b) multiplying the result by the number of workweeks worked by each individual Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,750 (25% of the PAGA Penalties) by the total number of PAGA Period pay periods worked by all Aggrieved Employees, and (b) multiplying the result by the number of PAGA Period pay periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Period workweeks you worked and the number of PAGA Period pay periods you worked, as determined from Defendant's records, are stated on the first page of this Notice. You have until _____ to challenge the number of Class Period workweeks and/or PAGA Period pay periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 8 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Class Period workweeks and/or PAGA Period pay periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Class Period workweek and/or PAGA Period pay period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

The Administrator will send, by U.S. mail, a single check to every Class Member. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 8 of this Notice has the Administrator's contact information.

6. HOW DO I OBJECT TO THE SETTLEMENT?

Only Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least _____ days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 8 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ (url) _____ or the Court's website _____ (url) _____.

A Class Member who disagrees with any aspect of the proposed Settlement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 8 of this Notice has the Administrator's contact information.

Alternatively, a Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you

object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

7. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at ___(time)___ in Department 12 of the Los Angeles Superior Court, located at the Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually by going to <https://lacc.lacourt.org/> and entering the case no., 20STCV27742. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

8. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____(specify entity)_____'s website at _____(url)_____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.lacourt.org/casesummary/ui/> and entering the Case Number for the Action, case no. 20STCV27742. You can also make an appointment to personally review court documents in the Clerk's Office at the Spring Street Courthouse by calling (213) 310-7000.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorney: James R. Hawkins, Christina M. Lucio, and Mitchell J. Murray
Email Address: mitchell@jameshawkinsapl.com
Name of Firm: James Hawkins APLC
Mailing Address: 9880 Research Drive, Suite 200, Irvine, CA 92618
Telephone: (949) 387-7200

Settlement Administrator:

Name of Company: _____
Email Address: _____
Mailing Address: _____
Telephone: _____
Fax Number: _____

9. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is

already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds. You will have no other way to recover the money.

10. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT B

SAMUEL TORRES v. SURVEILLANCE SECURITY, INC.

Los Angeles County Superior Court Case No. 20STCV27742

You are being sent this notice because, due to an administrative error, you were mistakenly included in the Notice of Class Certification regarding a certified class of non-exempt security guards employed by Surveillance Security, Inc. (“Defendant”) who did not sign arbitration agreements with class action waivers. After further review of your records, Defendant has determined that you have in fact signed an arbitration agreement with a class action waiver with Surveillance Security, Inc., and therefore, you are not part of the certified class in question.

As a result, Class Counsel does not represent you in this matter, and you are not impacted by the legal proceedings associated with this certified class. Please disregard any communication you have received regarding this case, as it does not apply to you.

If you have any questions or concerns, or if you would like to confirm the details of your arbitration agreement, please feel free to contact Defendant’s counsel at rdc@rdclawoffice.com.

ADDENDUM TO THE CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Addendum to the Class Action and PAGA Settlement Agreement (“Addendum”) is made by and between Plaintiff Samuel Torres (“Plaintiff”), individually and on behalf of the Class, and Defendant Surveillance Security, Inc. (“Defendant”) (collectively, the “Parties”). This Addendum incorporates by this reference as if set forth fully herein the complete contents of the Class Action and PAGA Settlement Agreement (“Settlement Agreement”) executed by the Parties and filed with the Court on May 2, 2025 as Exhibit 1 to the Declaration of James R. Hawkins in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement.

Pursuant to Section 11.9 of the Settlement Agreement providing for modification of the Settlement Agreement through a writing signed by counsel for the Parties, the Parties modify the Settlement Agreement as follows¹:

Modifications of Existing Terms

The following paragraphs of the Settlement Agreement are added/modified as follows:

7.4.5 The deadlines for Class Members’ written objections and Challenges to Workweeks and/or Pay Periods will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE. In connection with the mediation, Defendant estimated that there were 176 Class Members during the Class Period and the number of workweeks for the Class Members during the Class Period is 4,230 (“Class Workweeks”). Should the number of Class Workweeks increase by more than 10%, Defendant will increase the gross settlement proportionally on a pro rata basis above the 10% buffer (i.e. increase of 1% of the GSA if Class Workweeks are 11% greater than estimate).

All other sections of the Settlement Agreement not expressly modified herein by this Addendum are not modified in any way and are expressly carried forward and implemented into

¹ Appendix A to this Addendum is provided to the Court to show the terms of the Settlement Agreement side-by-side with the modifications set forth herein.

this Addendum through the reference above.

The Parties agree that they have not relied on any oral statements that are not included in this Addendum, and further agree that they intend this Addendum to be a modification of the Settlement Agreement as described in Section 11.9 of the Settlement Agreement.

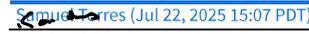
This Addendum may be executed in counterparts consistent with the terms of Section 11.18 of the Settlement Agreement.

SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF SAMUEL TORRES

Dated: 07/22/25



Plaintiff Samuel Torres

DEFENDANT SURVEILLANCE SECURITY, INC.

Dated: _____

Brendan D. Waller, CEO
On behalf of Defendant Surveillance Security, Inc.

APPROVED AS TO FORM

JAMES HAWKINS APLC

Dated: 07/22/2025



James R. Hawkins
Christina M. Lucio
Mitchell J. Murray
Attorneys for Plaintiff Samuel Torres and the Class

this Addendum through the reference above.

The Parties agree that they have not relied on any oral statements that are not included in this Addendum, and further agree that they intend this Addendum to be a modification of the Settlement Agreement as described in Section 11.9 of the Settlement Agreement.

This Addendum may be executed in counterparts consistent with the terms of Section 11.18 of the Settlement Agreement.

SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF SAMUEL TORRES

Dated: _____

Plaintiff Samuel Torres

DEFENDANT SURVEILLANCE SECURITY, INC.

Brendan Waller

Digitally signed by Brendan Waller
DN: cn=Brendan Waller, o=Surveillance Security
Inc., ou=Executive, email=b.waller@surveillance-
security.com, c=US
Date: 2025.07.18 13:41:16 -0700

Dated: 7/18/25

Brendan D. Waller, CEO
On behalf of Defendant Surveillance Security, Inc.

APPROVED AS TO FORM

JAMES HAWKINS APLC

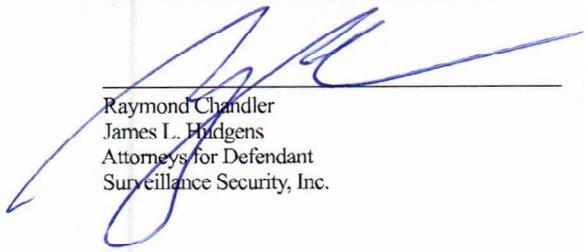
Dated: _____

James R. Hawkins
Christina M. Lucio
Mitchell J. Murray
Attorneys for Plaintiff Samuel Torres and the Class

**LAW OFFICE OF RAYMOND CHANDLER
LAW OFFICE OF JAMES L. HUDGENS**

Dated:

July 18, 2025



Raymond Chandler
James L. Hudgens
Attorneys for Defendant
Surveillance Security, Inc.