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7 Attorneys for Plaintiff PETE RODRIGUEZ

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF ALAMEDA**

10 PETE RODRIGUEZ, in his representative
capacity, on behalf of the State of California, the
11 general public, and all aggrieved employees,

12 Plaintiff,

13 v.

14 CAMDEN SECURITY SERVICES, a
California Corporation authorized to do
15 business in California; WHELAN SECURITY
MANAGEMENT COMANY, INC., a Missouri
16 Corporation authorized to do business in
California; WHELAN SECURITY OF
17 CALIFORNIA, INC., a California Corporation
authorized to do business in California; and
18 DOES 1 THROUGH 50, inclusive,

19 Defendants.
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FILED
Superior Court of California
County of Alameda

11/21/2022

Clerk of Court, Executive Officer / Clerk of the Court

By: Nancy A. Rose Deputy
N. Rose

Case No.: RG21101042

*[Assigned for all purposes to Judge Dennis
Hayashi, Department 518]*

REPRESENTATIVE ACTION

**STIPULATION TO SETTLE PRIVATE
ATTORNEYS GENERAL ACT ("PAGA")
CLAIM; [PROPOSED] ORDER; AND
JUDGMENT THEREON**

Complaint Filed: May 26, 2021

Trial Date: None set

1 By and through their respective counsel of record, Plaintiff Pete Rodriguez ("Plaintiff") and
2 Defendant Camden Security Services ("Camden" or "Defendant") (collectively, "the Parties") respectfully
3 submit this Stipulation to Settle Private Attorneys General Act ("PAGA") Claim, and respectfully request
4 that the Court enter an Order in accordance therewith:

5 WHEREAS, on February 5, 2021, Plaintiff sent a letter to the California Labor and Workforce
6 Development Agency ("LWDA") fulfilling the administrative prerequisites to filing a Complaint against
7 Defendant alleging violations of the PAGA;

8 WHEREAS, Plaintiff requested the dismissal of Whelan Security Management Company, Inc. and
9 Whelan Security of California, Inc., without prejudice;

10 WHEREAS, on May 26, 2021, Plaintiff filed the Complaint in this action, asserting a single cause
11 of action under the PAGA;

12 WHEREAS, dismissal, without prejudice, as to Whelan Security Management Company, Inc. and
13 Whelan Security of California, Inc. was entered on May 19, 2022;

14 WHEREAS, Camden Security Services was sold to Whelan Security on September 18, 2020. On
15 November 30, 2020, Camden Security Services filed a Certificate of Dissolution with the California
16 Secretary of State;

17 WHEREAS, Camden Security Services informed Plaintiff's counsel of its desire to seek an early
18 resolution of this Action, due to its uncertain financial status and because of its non-operational status in
19 California;

20 WHEREAS, Camden Security Services has informed Plaintiff that there is a total of 8,713 pay
21 periods;

22 WHEREAS, the Parties have reached an agreement to resolve the PAGA claim alleged in this
23 action, pursuant to the terms of the Representative Action Settlement Agreement ("Settlement
24 Agreement"), which is attached hereto as **Exhibit 1**;

25 WHEREAS, the Gross Settlement Amount equates to a value of approximately \$15 per pay period
26 for the Aggrieved Employees;

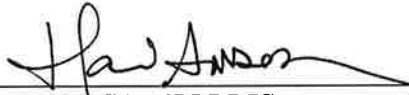
27 WHEREAS, pursuant to Labor Code section 2699(l)(2), "[t]he superior court shall review and
28 approve any settlement of any civil action filed pursuant to this part";

1 WHEREAS, Plaintiff submitted the Settlement Agreement to the LWDA at the same time it was
2 submitted to the Court for approval;

3 THEREFORE, it is hereby stipulated, by and between the Parties, through their counsel of record,
4 that the Court approve the Settlement Agreement and enter an Order Approving PAGA Settlement and
5 Judgment thereon.

6 Dated: November 17, 2022

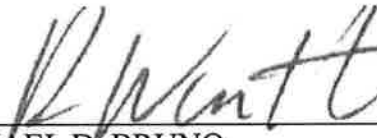
GRAHAMHOLLIS APC

7
8 By: 

9 GRAHAM S.P. HOLLIS
10 VILMARIE CORDERO
11 HALI M. ANDERSON
Attorneys for Plaintiff
PETE RODRIGUEZ

12 Dated: November 17, 2022

GORDON REES SCULLY MANSUKHANI,
LLP

13
14 By: 

15 MICHAEL D. BRUNO
16 RACHEL WINTTERLE
Attorneys for Defendant
CAMDEN SECURITY SERVICES

[PROPOSED] ORDER APPROVING PAGA SETTLEMENT

The Court, having reviewed the Parties' Stipulation and the Private Attorneys General Act (Labor Code § 2698 *et seq.*) Settlement Agreement ("Settlement Agreement"), and good cause appearing, hereby finds and orders as follows:

1. The Settlement Agreement and its terms, attached hereto as Exhibit 1, shall be incorporated herein by reference into this Order.

2. All terms used herein shall have the same meaning as defined in the Settlement Agreement.

3. The Court finds that the Settlement of the Action as reflected in the Settlement Agreement is fair and reasonable and in compliance with all the requirements of California law. Therefore, the Court approves the Settlement and Settlement Agreement and enters the terms of the Settlement Agreement as the Order of this Court.

4. Without affecting the finality of this Order Approving PAGA Settlement in any way, this Court hereby retains continuing jurisdiction over the Parties as to all matters relating to the administration, consummation, enforcement, and interpretation of the terms of the Settlement and Settlement Agreement and this Order Approving PAGA Settlement, and for any other necessary purposes.

JUDGMENT

5. Pursuant to California Code of Civil Procedure section 877.6 and Labor Code section 2699(1)(3), the foregoing Settlement and Settlement Agreement, which is attached hereto as **Exhibit 1** and incorporated herein by reference, and Order Approving Settlement are incorporated into this Judgment, which shall be entered in this Action in the amount of \$130,000.00 against Camden Security Services.

IT IS SO ORDERED.

Dated: 11/21/2022



Honorable Dennis Hayashi
Judge of the Superior Court
Dennis Hayashi / Judge

EXHIBIT 1

REPRESENTATIVE ACTION SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into between Plaintiff Pete Rodriguez ("Plaintiff") in his capacity as a private attorney general pursuant to the California Labor Code Private Attorneys General Act on behalf of himself, other Aggrieved Employees, and the California Labor and Workforce Development Agency ("LWDA") on the one hand; and Defendant Camden Security Services ("Defendant"), on the other hand.

1. PREAMBLE

This Settlement Agreement is intended to resolve all claims made pursuant to the California Labor Code Private Attorneys General Act ("PAGA") in connection with the lawsuit: *Pete Rodriguez v. Camden Security Services, et al.* (Superior Court of California, County of Alameda, Case No. RG21101042) ("Action"). This Settlement Agreement is subject to the approval of the Court pursuant to section 2699(l) of the California Labor Code, and shall be effectuated and subject to the following terms and conditions:

2. DEFINITIONS

2.1 "**Action**" means the lawsuit entitled *Pete Rodriguez v. Camden Security Services* (Superior Court of California, County of Alameda, Case No. RG21101042), filed on May 26, 2021.

2.2 "**Agreement**" or "**Settlement**" means this Representative Action Settlement Agreement and Exhibit A hereto.

2.3 "**Attorneys' Fees and Litigation Expenses**" means the attorneys' fees and litigation expenses to be requested by PAGA Group Members' Counsel subject to Court approval in accordance with this Agreement.

2.4 "**Camden**" or "**Defendant**" means Camden Security Services, and all of its current or former subsidiaries, affiliates, predecessors, insurers, agents, employees, successors, assigns, officers, officials, directors, partners, employers, attorneys, personal representatives, executors, and shareholders.

2.5 "**Complaint**" means the Complaint filed in the Superior Court of the State of California, County of Alameda in Case No. RG21101042 on May 26, 2021.

2.6 "**Court**" means the Superior Court of California, County of Alameda and any appellate court which may review any orders entered by the Superior Court of California, County of Alameda related to this Settlement.

2.7 "**Execution**" means the signing of this Agreement by all signatories hereto.

2.8 "**Gross Settlement**" or "**Gross Settlement Amount**" means the maximum amount of money that Defendant Camden Security Services will be obligated to pay under this Settlement, One Hundred Thirty Thousand Dollars (\$130,000.00), on a non-reversionary basis as provided for in this Agreement. Under no circumstances shall Defendant be obligated to pay more than the Gross

Settlement Amount in connection with this Settlement.

2.9 ***"LWDA Payment Amount"*** means the amount payable to the LWDA pursuant to the PAGA, Cal. Lab. Code section 2699(i) and as specified in Subsection 4.1.1 of this Agreement.

2.10 ***"Notice(s)"*** means the document substantially in the form of the document attached hereto as Exhibit A, which has been agreed to by the Parties and, subject to Court approval, which shall be sent to the PAGA Group Members with the Settlement Payments to inform them of the material terms of the Agreement and the PAGA Released Claims.

2.11 ***"Notice and Settlement Administration Costs"*** means the costs to be paid to the Settlement Administrator for the purposes of preparing and sending Notices and payments pursuant to this Agreement, and performing other settlement administration functions in accordance with this Agreement, which will be paid from the LWDA Payment Amount.

2.12 ***"PAGA Group," "PAGA Group Members" and/or "Aggrieved Employees"*** mean(s) all non-exempt employees who at any time during the Settlement and Release Period worked at Camden Security Services, including, but not limited to Pete Rodriguez.

2.13 ***"PAGA Group Data"*** means information that Defendant Camden Security Services will provide in electronic form (including in an Excel document) to the Settlement Administrator which contains the following information for each PAGA Group Member: name, last-known address, last-known phone number, and Social Security Number or Individual Taxpayer Identification Number. Defendant Camden Security Services shall also provide the Settlement Administrator with the total number of pay periods worked by each PAGA Group Member during the Settlement and Release Period. Defendant Camden Security Services will provide this information as soon as practicable after the Court grants approval of the Settlement, but no later than ten (10) business days after the Court grants approval of the Settlement.

2.14 ***"PAGA Group Members' Counsel"*** means Graham S.P. Hollis and Hali M. Anderson of GrahamHollis, APC.

2.15 ***"PAGA Group Payment Amount"*** means the amount payable to PAGA Group Members in accordance with this Agreement.

2.16 ***"PAGA Representative" or "Plaintiff"*** means Plaintiff Pete Rodriguez in his capacity as a private attorney general pursuant to the PAGA on behalf of himself, other Aggrieved Employees, and the State of California in as alleged in the Complaint.

2.17 ***"Parties"*** means the PAGA Representative and Camden.

2.18 ***"Plaintiff's Enhancement Payment"*** means the amount PAGA Group Members' Counsel may request to be paid as a service payment to Pete Rodriguez as the named plaintiff and PAGA Representative which shall be paid in accordance with this Agreement, subject to the Court's approval.

2.19 ***"PAGA Released Claims"*** means the claims that are released, acquitted and discharged by the PAGA Group Members and the State of California pursuant to Section 8 of this Agreement.

2.20 **“Released Parties”** means Camden Security Services and each of its past, present, and/or future, direct, and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, assigns, and joint ventures.

2.21 **“Settlement Administrator”** means, subject to Court approval, CPT Group, Inc., the entity who shall perform certain notice and claims administration functions in accordance with this Agreement.

2.22 **“Settlement and Release Period”** means the period of time from February 5, 2019 through September 17, 2020.

2.23 **“Settlement Effective Date”** means the first day following the last of the following occurrences:

- 2.23.1. The date the Court has entered an order approving a joint stipulation of settlement seeking approval of the representative action settlement and Plaintiff’s counsel executes and returns a Waiver of Appeal rights; or
- 2.23.2. The date the time to appeal or seek permission to appeal or seek other judicial review of the entry of a Final Judgment approving the Settlement has expired with no appeal or other judicial review having been taken or sought.

3. RECITALS

3.1 On February 5, 2021, Plaintiff Pete Rodriguez submitted a letter to the LWDA, Camden Security Services, Whelan Security Management Company, Inc., and Whelan Security of California, Inc. notifying them that Plaintiff intended to seek penalties against Camden Security Services, Whelan Security Management Company, Inc., and Whelan Security of California, Inc. pursuant to PAGA for Camden Security Services, Whelan Security Management Company, Inc., and Whelan Security of California, Inc.’s alleged violations of California Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 223, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, *et seq.*, 2802, and the applicable Wage Orders. The LWDA did not respond to Plaintiff’s letter or give notice that it would investigate the matter.

3.2 On May 26, 2021, Plaintiff filed a representative PAGA enforcement action entitled *PETE RODRIGUEZ, in his representative capacity, on behalf of the State of California, the general public, and all aggrieved employees v. CAMDEN SECURITY SERVICES, a California Corporation authorized to do business in California; WHELAN SECURITY MANAGEMENT COMPANY, INC., a Missouri Corporation authorized to do business in California; WHELAN SECURITY of CALIFORNIA, INC., a California Corporation authorized to do business in California; and DOES 1 THROUGH 50 inclusive*, alleging the following California Labor Code violations pursuant to the PAGA: 1) Failure to timely pay minimum and regular wages; 2) Failure to timely pay all overtime wages; 3) Failure to provide legally compliant meal periods and/or pay premium wages for non-compliant meal periods; 4) Failure to provide legally compliant rest periods and/or pay premium wages for non-compliant rest periods; 5) Failure to

reimburse for necessary business expenses; 6) Illegal deduction of wages; 7) Failure to timely pay all wages due to temporary service employees; 8) Failure to maintain accurate records; 9) Failure to furnish accurate itemized wage statements; and 10) Failure to pay all wages due during and upon separation of employment.

3.3 Following the settlement of overlapping claims in multiple related cases, Plaintiff requested the dismissal of Whelan Security Management Company, Inc. and Whelan Security of California, Inc., without prejudice. Dismissal, without prejudice, as to Whelan Security Management Company, Inc. and Whelan Security of California, Inc. was entered on May 19, 2022.

3.4 Camden Security Services was sold to Whelan Security on September 18, 2020. On November 30, 2020, Camden Security Services filed a Certificate of Dissolution with the California Secretary of State.

3.5 Camden Security Services informed Plaintiff's counsel of its desire to seek an early resolution of this Action, due to its uncertain financial status and because of its non-operational status in California.

3.6 Camden Security Services denied and continues to deny liability or wrongdoing and all of Plaintiff's material allegations including, but not limited to, those made in the Complaint.

3.7 To resolve his individual claims against Camden, Plaintiff and Camden Security Services have entered into a separate individual settlement agreement, apart from this Settlement Agreement pertaining to the PAGA claims.

3.8 Plaintiff believes this Action is meritorious. PAGA Group Members' Counsel represents that they have conducted a thorough investigation into the facts of this case, and have diligently pursued an investigation of the PAGA Group Members' claims against Camden, including, but not limited to reviewing researching applicable law and the potential defenses, and reviewing the payroll and time records, among other files, pertaining to Plaintiff's allegations. Plaintiff also reviewed financial documents produced by Camden. Camden's financial records showed that Camden Security Services had limited financial resources with which to resolve these claims. Based on their own independent investigation and evaluation, PAGA Group Members' Counsel are of the opinion that the Settlement is fair, reasonable, and adequate and is in the best interest of the State of California and the PAGA Group Members in light of all known facts and circumstances, including the risk of significant delay, the defenses asserted by Camden, trial risk, appellate risk and Camden's financial condition.

3.9 Camden Security Services denies any liability or wrongdoing of any kind associated with the claims alleged and maintains that the Action is unmanageable as a PAGA representative action. Defendant further asserts that it has complied with all applicable provisions of federal or state statutory and common law throughout the Settlement and Release Period. Defendant also asserts that, even if the Court were to find it liable in this Action, substantial penalties under PAGA are not warranted and would not be awarded. Defendant continues to adhere to all defenses and objections it raised throughout this litigation. Defendant further maintains that it has entered into this agreement to avoid the cost, delay and uncertainty

of litigation

3.10 The Parties agree to cooperate and take all steps necessary and appropriate to obtain approval of this Settlement, to effectuate its terms.

3.11 Each of these Recitals is incorporated into this Agreement as if fully set forth herein.

4. TERMS OF SETTLEMENT

This Agreement is a product of compromise. Nothing in this Agreement shall be construed to be an admission by Plaintiff, the PAGA Group Members or the LWDA that their PAGA claims do not have merit or by Camden Security Services of any liability or wrongdoing as to Plaintiff, the PAGA Group Members, or any other person. The Parties have entered into this Agreement to avoid further disputes and litigation with the attendant inconvenience, nuisance, expenses, and risks. This Agreement and any related Court documents or orders are not and may not be cited or admitted as evidence of liability. The Parties agree that an express condition of this Agreement is that there has been no finding of liability on the merits, and that this Agreement therefore cannot be a basis to assert offensive collateral estoppel against Camden.

Subject to the other terms and conditions of this Agreement, and subject to Court approval, Camden Security Services agrees to the following:

4.1 Camden Security Services agrees to pay the Gross Settlement Amount of One Hundred Thirty Thousand Dollars (\$130,000.00) on a non-reversionary basis pursuant to the terms of this Agreement, so long as the Settlement Effective Date occurs. The Gross Settlement Amount will cover (1) the amount of Attorneys' Fees and Litigation Expenses awarded by the Court; (2) the Plaintiff's Enhancement Payment approved by the Court; (3) Notice and Settlement Administration Costs approved by the Court; (4)

4.1.1 LWDA Payment Amount: The LWDA Payment Amount shall be payable to the California Labor and Workforce Development Agency pursuant to Section 2699(i) of PAGA. The LWDA Payment Amount shall consist of seventy-five percent (75%) of the Gross Settlement Amount less the following:

4.1.1.1 Attorneys' Fees and Litigation Expenses

4.1.1.2 Plaintiff's Enhancement Payment; and

4.1.1.3 Notice and Settlement Administration Costs.

4.1.2 PAGA Group Payment Amount.

4.1.2.1 The PAGA Group Payment Amount shall consist of twenty-five percent (25%) of the Gross Settlement Amount, or Thirty-Two Thousand Five Hundred Dollars (\$32,500.00). The PAGA Group Payment Amount shall constitute the share of PAGA penalties recoverable by the PAGA Group Members pursuant to Section

2699(i) of PAGA. PAGA Group Members do not need to make a claim to participate in the Settlement.

4.1.2.2 The Settlement Administrator will manage the administration of the Settlement in cooperation with PAGA Group Members' Counsel and Camden Security Services and in accordance with the following parameters:

4.1.2.2.1 The Settlement Administrator shall pay a share from the PAGA Group Payment Amount as calculated based on the provisions of Subsection 4.1.2.3 to each PAGA Group Member.

4.1.2.3 The amount that a PAGA Group Member may receive from the PAGA Group Payment Amount shall be calculated on a pro rata basis based upon the number of pay periods during which the PAGA Group Member worked at Camden Security Services during the Settlement and Release Period, as follows:

4.1.2.3.1 A PAGA Group Member's share will be calculated by dividing the total PAGA Group Payment Amount by the total number of pay periods worked by all PAGA Group Members at Camden Security Services during the Settlement and Release Period. The monetary value of each pay period will be calculated by dividing the PAGA Group Payment Amount by the aggregate number of pay periods for all PAGA Group Members.

4.1.2.3.2 Partial pay periods worked will be rounded up to the nearest full pay period.

4.1.2.3.3 The number of pay periods that each PAGA Group Member was employed will be determined based upon the PAGA Group Data provided by Camden Security Services to the Settlement Administrator.

4.1.2.4 The PAGA Group Payment Amount shall be distributed to PAGA Group Members in an amount calculated pursuant to Subsection 4.1.2.3 and in the form of a mailed check that shall remain valid for one hundred eighty (180) calendar days from issuance. For any PAGA Group Member whose check remains uncashed ninety (90) calendar days from issuance, the Settlement Administrator shall mail a reminder notice that the check will only remain valid for one hundred eighty (180) calendar days from issuance. Thereafter, all uncashed checks shall be voided and any remaining monies from the PAGA Group Payment Amount shall be sent to the State of California Department of Industrial Relations Unclaimed Wages Fund in the name of the PAGA Group Member who did not cash his or her individual settlement payment check.

- 4.2 So long as the Settlement Effective Date has occurred and completion of payment calculations as required under 4.1.2.3, the Settlement Administrator may pay the LWDA Payment, distribute checks to PAGA Group Members, and pay all Court-approved Attorneys' Fees and Litigation Expenses, Plaintiff's Enhancement Payment and Settlement Administrator costs within five business days after the later of the Settlement Effective Date or the date that the full Gross Settlement Amount has been transferred to the Settlement Administrator.

4.2.1 Attorneys' Fees and Litigation Expenses.

- 4.2.1.1 PAGA Group Members' Counsel shall apply to the Court for an award of reasonable Attorneys' Fees in the amount of Forty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$43,333.33) or 33 1/3% of the Gross Settlement Amount and reimbursement of actual Litigation Expenses incurred by PAGA Group Members' Counsel not to exceed Six Thousand Dollars (\$6,000.00) in total costs for PAGA Group Members' Counsel. Camden Security Services takes no position on the reasonableness of the Attorneys' Fees and Litigation Expenses sought by PAGA Group Members' Counsel and, therefore, will not oppose such a request. Subject to Court approval, the amount of Attorneys' Fees and Litigation Expenses approved by the Court shall be paid from the LWDA Payment Amount in accordance with Subsection 4.1.1 of this Agreement. Where applicable, this payment will be reported on an IRS Form 1099 issued to PAGA Group Members' Counsel. Should the Court award less than the full amount of Attorneys' Fees and Litigation Expenses sought, the difference shall revert to the Gross Settlement Amount for distribution to the LWDA, subject to Section 12.2.

4.2.2 Plaintiff's Enhancement Payment.

- 4.2.2.1 PAGA Group Members' Counsel shall apply to the Court for a Plaintiff's Enhancement Payment in the amount of Two-Thousand Five Hundred Dollars (\$2,500.00) to be paid to the Plaintiff Pete Rodriguez as the PAGA Representative, which will be paid from the LWDA Payment Amount in accordance with Subsection 4.1.1 of this Agreement. Camden Security Services takes no position on the reasonableness of the Plaintiff's Enhancement Payment sought by PAGA Group Members' Counsel for the Named Plaintiff/PAGA Representative and, therefore, will not oppose such a request. Should the Court award less than the full amount of the Plaintiff's Enhancement Payment requested, the difference shall revert to the Gross Settlement Fund for distribution to the LWDA.

4.2.3 Notice and Settlement Administration Costs.

4.2.3.1 Settlement Administrator shall be paid reasonable Notice and Administration Costs up to Six Thousand Dollars (\$6,000.00), which will be paid from the LWDA Payment Amount in accordance with Subsection 4.1.1 of this Agreement.

4.2.3.2 Under no circumstances shall Camden Security Services be obligated to pay more than the Gross Settlement Amount in connection with this Settlement.

5. NOTICE AND PAYMENTS TO PAGA GROUP MEMBERS, PAGA GROUP MEMBERS' COUNSEL, PAGA REPRESENTATIVE, LWDA AND SETTLEMENT ADMINISTRATOR

5.1 The Settlement Administrator shall provide to PAGA Group Members the Notice of the Settlement substantially in the form of attached **Exhibit A**, subject to Court approval. Given that this is a PAGA Settlement, PAGA Group Payment checks will be mailed with the Notices, as well as 1099 forms, if needed.

5.2 The Notice and PAGA Group Payment checks shall be sent via first class mail to the last known address of each PAGA Group Member as provided in the PAGA Group Data. Prior to mailing the Notice, the Settlement Administrator will run the names and addresses through the National Change of Address Database to verify/update the address information. For returned mail, the administrator will utilize one or more skip tracing methods in order to determine current address information, and will re-mail Notices and PAGA Group Payment checks when updated addresses are ascertained.

5.3 The Notice and PAGA Group Payment checks will be sent out to PAGA Group Members by the Settlement Administrator no later than thirty (30) calendar days after the receipt of the PAGA Group Data from Camden, or thirty (30) calendar days after the receipt of funds in accordance with Section 7.1, whichever is later.

5.4 There is no provision in PAGA for PAGA Group Members to object to or opt out of the Settlement.

5.5 Attorneys' Fees and Litigation Expenses awarded by the Court, the Plaintiff's Enhancement Payment approved by the Court, and the Settlement Administration Costs approved by the Court shall be paid by the Settlement Administrator no later than thirty (30) calendar days after the receipt of funds in accordance with Section 7.1.

5.6 Payment to the LWDA shall be made by the Settlement Administrator no later than thirty (30) calendar days after the receipt of funds in accordance with Section 7.1.

6. LWDA NOTICE

6.1 PAGA Group Members' Counsel shall provide notice of the Settlement and any Court order entering Judgment to the LWDA in accordance with the PAGA.

7. SETTLEMENT FUNDING

7.1 Camden Security Services shall transfer the Gross Settlement Amount to the Settlement Administrator within thirty (30) calendar days of the Effective Date.

8. COMPREHENSIVE WAIVER AND RELEASE

8.1 Subject to approval by the Court of the Settlement, and for good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, Plaintiff, all PAGA Group Members, the Labor And Workforce Development Agency, and the State of California irrevocably release, acquit, and forever discharge Released Parties of and from any and all claims for civil penalties under California Labor Code Private Attorney General Act of 2004 ("PAGA"), arising from, or related to, the same set of operative facts as those set forth in the operative Complaint that are based upon, or derive from alleged violations of California Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 223, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, *et seq.*, 2802, and the applicable Wage Orders (the "PAGA Released Claims").

8.2 Given the payment of fees and costs contemplated by this Agreement, the State of California and PAGA Group Members' PAGA Released Claims also release all claims for Attorneys' Fees and Costs incurred by PAGA Group Members on behalf of the State of California and on their behalf or by PAGA Group Members' Counsel or any other attorney in connection with this Action, and this Settlement, and all claims related to conduct in discovery in the this Action to the extent such fees and costs exceed the fees and costs payable by operation of this Settlement.

8.3 The Parties acknowledge that this Settlement, including the releases provided in this Section, reflects a compromise of disputed claims.

9. DUTIES OF THE PARTIES WITH RESPECT TO OBTAINING COURT APPROVAL

9.1 The Parties shall file a Joint Stipulation to Settle Private Attorneys' General Act ("PAGA") Claim; Proposed Order; and Judgment Thereon. In the event the Court requires a Motion, the Parties agree to cooperate and file the appropriate pleadings to effectuate the terms of the Settlement. The proposed Order:

9.1.1 Approve the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate and directing consummation of its terms and provisions;

9.1.2 Approve Payment of the Gross Settlement Amount pursuant to this Agreement;

9.1.3 Approve PAGA Group Members' Counsel's application for an award of Attorneys' Fees and Litigation Expenses pursuant to this Agreement;

9.1.4 Approve the Plaintiff's Enhancement Payment to Named Plaintiff;

9.1.5 Approve the Notice and Settlement Administration Costs;

9.1.6 Enter Judgment against Camden.

9.2 Camden Security Services shall cooperate with PAGA Group Members' Counsel to obtain approval of the Settlement and entry of the Final Judgment and Order as to Camden.

9.3 The Final Judgment and Order shall not be considered final until the occurrence of the Settlement Effective Date.

10. MUTUAL FULL COOPERATION

10.1 The Parties agree to cooperate fully with each other to accomplish the terms of this Settlement including, but not limited to, execution of all necessary documents, and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court or otherwise, to effectuate the terms of this Settlement. As soon as practicable after execution of this Settlement, PAGA Group Members' Counsel shall, with the assistance and cooperation of Camden Security Services and its counsel, take all necessary steps to secure the Court's Judgment and Order in this Action.

11. STATEMENT OF NO ADMISSION

11.1 Nothing contained in this Agreement shall be construed or deemed an admission of liability, culpability, or wrongdoing on the part of Camden, and Camden Security Services denies liability for any alleged wrongdoing. Camden Security Services expressly denies liability for the claims asserted and specifically denies and does not admit any of the pleaded facts not admitted in its pleadings in the PAGA Action. Nor shall this Agreement constitute an admission by Camden Security Services as to any interpretation of laws or as to the merits, validity, or accuracy of any claims made against it in this Action. Likewise, nothing in this Agreement shall be construed or deemed an admission by Plaintiff or the PAGA Group Members with regards to the validity of any of the defenses or affirmative defenses that Camden Security Services asserted during the pendency of the litigation. Each of the Parties has entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

11.2 This Agreement, and all related documents, including the Settlement Agreement and Notice and all other actions taken in implementation of the Settlement, including any statements, discussions, or communications, and any materials prepared, exchanged, issued, or used during the course of the negotiations leading to this Agreement are settlement documents and shall be inadmissible in evidence and shall not be used for any purpose in this PAGA Action or in any other judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or proceeding, or any other litigation against Camden, for any purpose, except in an action or

proceeding to approve, interpret, or enforce the terms of this Agreement.

11.3 In the event that this Agreement is not approved by the Court or any appellate court, or otherwise fails to become effective and enforceable, or is terminated, or the Settlement Effective Date does not occur for any reason, Camden Security Services will not be deemed to have waived, limited, or affected in any way any of its objections or defenses in this Action. Such objections and defenses include, but are not limited to, Camden's objections and defenses to any representative treatment and nothing in this Agreement or any document related to this Agreement shall be construed as a waiver by Camden Security Services of its contention that representative treatment is not appropriate and is contrary to law in this Action or any other case or proceeding.

12. VOIDING THE AGREEMENT

12.1 Subject to the provisions of Section 12.2 and 12.3, in the event that this Settlement is not approved, or if for any reason the Settlement Effective Date does not occur, the Settlement Agreement shall be deemed null, void, and unenforceable and shall not be used nor shall it be admissible in any subsequent proceedings either in this Court or in any other judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or other proceeding, or other litigation against Camden, and the Parties shall return to their respective positions prior to the Execution of this Agreement.

12.2 In the event that the Court reduces the Attorneys' Fees and Litigation Expenses requested by PAGA Group Members' Counsel, that finding shall not be a basis for rendering the entire Settlement Agreement null, void, or unenforceable. PAGA Group Members' Counsel retains their right to appeal any decision by the Court regarding the Attorneys' Fees and Litigation Expenses.

12.3 In the event that the Court reduces the Plaintiff's Enhancement Payment in the amount requested by PAGA Group Members' Counsel, that finding shall not be a basis for rendering the entire Settlement Agreement null, void, or unenforceable. PAGA Group Members' Counsel retains their right to appeal any decision by the Court regarding the Plaintiff's Enhancement Payment.

13. SIGNATORIES' AUTHORITY

13.1 The respective signatories to this Agreement each represent that they are fully authorized to enter into this Settlement on behalf of the respective Parties for submission to the Court for approval.

14. NO PRIOR ASSIGNMENTS

14.1 The Parties represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released

and discharged in this Settlement.

15. NOTICES

15.1 Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given: (i) on the date given, if given by hand delivery; (ii) within one (1) business day, if sent by overnight delivery services such as Federal Express or similar courier; (iii) on the third business day after mailing by United States registered or certified mail, return receipt requested, or (iv) on the day received for delivery by e-mail. All notices given under this Agreement shall be addressed as follows:

15.1.1 To PAGA Group Members' Counsel:

Graham S.P. Hollis
ghollis@grahamhollis.com
Hali M. Anderson
handerson@grahamhollis.com
GRAHAMHOLLIS, APC
3555 Fifth Avenue, Suite 200
San Diego, CA 92103
Counsel for Plaintiff Pete Rodriguez

To Camden Security Services:

Michael D. Bruno
mbruno@grsm.com
Rachel Wintterle
rwintterle@grsm.com
GORDON REES SCULLY MANSUKHANI, LLP
275 Battery Street, Suite 2000
San Francisco, CA 94111
Counsel for Defendant Camden Security Services

15.2 The negotiations related to this Agreement (including the negotiations related to the drafting of this Agreement and any negotiations prior to approval) will remain strictly confidential and shall not be discussed with anyone other than the PAGA Representative and Camden, its retained attorneys, its accountants and financial or tax advisers, its retained consultants, and the Court, unless otherwise agreed to by PAGA Group Members' Counsel and Camden Security Services or unless otherwise ordered by the Court. Notwithstanding the other provisions of this Section, Camden Security Services may, if necessary, disclose the Settlement in filings that Camden Security Services is required to make with the Securities and Exchange Commission, including 10-Q and 10-K filings, or in other disclosures to investors. Upon the filing of motion for approval, the Parties may discuss the terms of this Agreement, subject to this Section and Section 16.1.

16. MEDIA

16.1 Neither Plaintiff, nor his counsel, shall initiate any statements to the media regarding this Settlement. To the extent PAGA Group Members' Counsel communicates with the media regarding the Settlement, PAGA Group Members' Counsel agrees to limit the scope of their comments to simply instruct the media to refer to the approved settlement agreement. This Paragraph does not preclude appropriate Notice as set forth in Section 5 of this Agreement nor does this Paragraph preclude PAGA Group Members' Counsel from referencing this Settlement in pleadings to other courts for the purposes of being appointed counsel.

17. DOCUMENTS AND DISCOVERY

17.1 PAGA Group Members' Counsel will maintain confidentiality of documents and data produced by Camden Security Services in the Action pursuant to any protective order entered in the case.

18. MISCELLANEOUS PROVISIONS

18.1 Construction. The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and that this Settlement shall not be construed in favor of or against any party by reason of the extent to which any party or her or his counsel participated in the drafting of this Settlement.

18.2 Captions and Interpretations. Paragraph titles or captions contained in this Agreement are a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision of this Agreement. Each term of this Agreement is contractual and not merely a recital.

18.3 Modification. This Agreement may not be changed, altered, or modified, except in writing signed by the Parties, or their counsel acting on their behalf, and approved by the Court. Notwithstanding the foregoing, the Parties agree that any dates contained in this Agreement may be modified by agreement of the Parties without Court approval if the Parties agree and cause exists for such modification. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

18.4 Integration Clause. This Agreement, the Exhibit A hereto, and any other documents delivered pursuant hereto contain the entire agreement between the Parties relating to the resolution of this Action, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged in this Agreement. No rights under this Settlement may be waived except in writing and signed by the Party against whom such waiver is to be enforced.

18.5 Binding on Assigns. This Settlement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

18.6 PAGA Group Members' Counsel Signatories. It is agreed that because the PAGA Group Members are so numerous, it is impossible or impractical to have each PAGA Group Member execute this Settlement Agreement. The Notice provided in accordance with Section 5 of this Agreement will provide all PAGA Group Members with Notice and summary of the Settlement, and will advise all PAGA Group Members of the binding nature of the release. Notice shall have the same force and effect as if this Settlement were executed by each PAGA Group Member.

18.7 Counterparts. This Agreement may be executed by facsimile signature and in any number of counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one and the same Agreement, which shall be binding upon and effective as to all Parties.

18.8 Applicable Law. This Agreement shall be governed by California law without regard to its choice of law or conflicts of law principles or provisions.

18.9 The Court shall retain jurisdiction to enforce the settlement pursuant to California Code of Civil Procedure ("CCP") § 664.6.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, Plaintiff and Defendant and their respective undersigned counsel have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated:

PLAINTIFF Pete Rodriguez, in his capacity as a private attorneys general pursuant to the California Labor Code Private Attorneys General Act

By: _____
Pete Rodriguez

Dated: November 7, 2022 | 1:19 PM PST DEFENDANT Camden Security Services

By: _____
Defendant Camden Security Services

DocuSigned by:
Camra LaTourrette
AF10B30C7EC543E...

**APPROVED AS TO FORM AND CONTENT ON BEHALF OF THE NAMED PLAINTIFF
AND AS A SUBSTANTIVE RECOMMENDATION TO THE COURT ON BEHALF OF
THE PAGA GROUP MEMBER:**

Dated:

GRAHAMHOLLIS, APC

By: _____
Graham S.P. Hollis
Hali M. Anderson
Counsel for Plaintiff Pete Rodriguez and
PAGA Group Members

APPROVED AS TO FORM AND CONTENT

Dated:

GORDON REES SCULLY MANSUKHANI, LLP

By: _____
Michael D. Bruno
Rachel Wintterle
Attorneys for Defendant
Camden Security Services

IN WITNESS WHEREOF, Plaintiff and Defendant and their respective undersigned counsel have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: 11/10/2022

PLAINTIFF Pete Rodriguez, in his capacity as a private attorneys general pursuant to the California Labor Code Private Attorneys General Act

By: 
Pete Rodriguez

Dated:

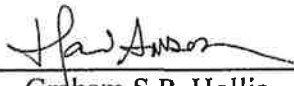
DEFENDANT Camden Security Services

By: _____
Defendant Camden Security Services

APPROVED AS TO FORM AND CONTENT ON BEHALF OF THE NAMED PLAINTIFF AND AS A SUBSTANTIVE RECOMMENDATION TO THE COURT ON BEHALF OF THE PAGA GROUP MEMBER:

Dated: 11/17/2022

GRAHAMHOLLIS, APC

By:  _____
Graham S.P. Hollis
Hali M. Anderson
Counsel for Plaintiff Pete Rodriguez and
PAGA Group Members

APPROVED AS TO FORM AND CONTENT

Dated: November 17, 2022

GORDON REES SCULLY MANSUKHANI, LLP

By:  _____
Michael D. Bruno
Rachel Winterle
Attorneys for Defendant
Camden Security Services