CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement" or "Settlement") is reached by and between Plaintiff Victor Cardenas ("Plaintiff"), individually and on behalf of all members of the Settlement Class (defined below) and Aggrieved Employees, on the one hand, and GI Security ("GI Security" or "Defendant"), on the other hand. Plaintiff and Defendant are referred to herein collectively as the "Parties." Plaintiff and the Settlement Class and Aggrieved Employees are represented by Abramson Labor Group ("Class Counsel"). Defendant is represented by Thakur Law Firm ("Defense Counsel").

Plaintiff filed a class action complaint against Defendant in Ventura County Superior Court (the "Court"), titled *Victor Cardenas v. GI Security, Inc.*, Case No. 56-2022-00570355-CU-OE-VTA on September 19, 2022 (the "Action"). The First Amended Complaint in the Action, filed on November 21, 2022 (the "Complaint"), alleges claims against Defendant for: (i) failure to pay overtime wages; (ii) failure to provide meal periods; (iii) failure to authorize and permit rest periods; (iv) wage statement violations; (v) waiting time penalties; (vi) failure to reimburse expenses; (vii) unfair competition; and (viii) civil penalties under the Labor Code Private Attorneys General Act ("PAGA"), Labor Code § 2698 *et seq*. GI Security denies the allegations in the Complaint, denies any failure to comply with the laws identified in the Complaint, and denies any and all liability for the causes of action alleged.

On September 15, 2022, Plaintiff timely sent a notice of Labor Code violations to the Labor & Workforce Development Agency ("LWDA") and GI Security, pursuant to Labor Code section 2699.3(d).

Given the risk and uncertainty of litigation, the Parties wish to settle Plaintiff's claims on a class-wide and representative basis. Accordingly, Plaintiff and Defendant agree as follows:

1. **Settlement Class.** For purposes of this Settlement only, Plaintiff and Defendant stipulate to the certification of a "Settlement Class," which shall be defined as:

   All current and former non-exempt employees who were employed by GI Security in California at any time from September 19, 2018 through January 23, 2024 (the "Class Period").

   Defendant represents there are approximately 393 Settlement Class members.

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure in a non-settlement context. If for any reason this Settlement is not approved or is terminated, this agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement.

2. **Aggrieved Employees.** For purposes of this Settlement, "Aggrieved Employees" shall be defined as all current and former non-exempt employees who were employed by GI Security in California at any time from September 15, 2021 through January 23, 2024 (the "PAGA Period").

3. **Release by Settlement Class**. Upon the Settlement being Final (defined below) and the Settlement being fully funded by GI Security, Plaintiff and every Settlement Class member who does not opt out of the class portion of the Settlement ("Participating Class Members") will release and discharge GI Security, as well as GI Security's parents, subsidiaries, affiliates, officers, shareholders, directors, agents, employees, attorneys, and insurers (the "Released Parties") from any and all causes of action, claims, rights, damages, and penalties that were alleged in the Complaint or that could have been alleged based on the facts alleged in the Complaint, including, but not limited to: (a) any alleged failure by GI Security (1) to pay overtime wages, (2) to provide meal periods, (3) to authorize and permit rest periods; (4) to issue compliant wage statements, (5) to timely pay wages at the end of employment, and (6) to reimburse work-related expenses; (b) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*, based on the alleged failures set forth in (a)(1) through (a)(6) above; (c) any violation of the California Labor Code arising from the conduct alleged in (a)(1) through (a)(6) above, including, without limitation, violation of California Labor Code sections 201–204, 226, 226.7, 510, 516, 558, 1194, 1198, 2802, 2804; and (d) any other applicable state or federal law, including any statute, ordinance, rule and/or regulation (Wage Order) imposing liability and/or obligations that could be brought based on the allegations in the Complaint, arising at any time during the Class Period ("Class Released Claims").

4. **Release by Aggrieved Employees**. Aggrieved Employees (whether or not they opt out of the class portion of the Settlement) shall release GI Security and Released Parties from any right or claim for civil penalties pursuant to the PAGA based on Labor Code violations that were alleged in Plaintiff's notice letter to the LWDA and/or in the Complaint, for the duration of the PAGA Period ("PAGA Released Claims").

5. **Release by Plaintiff.** Upon the Settlement being Final and the Settlement being fully funded by GI Security, Plaintiff, as the Class Representative, agrees to further release GI Security and the Released Parties from any and all charges, complaints, claims, demands, rights, liabilities, obligations, promises, agreements, controversies, transactions, occurrences, damages, suits, costs, losses, debts, actions, causes of action, and/or expenses (including back wages, penalties, liquidated damages, and attorney's fees and costs actually incurred), of any form or nature whatsoever, whether known or unknown, foreseen or unforeseen, anticipated or unanticipated, suspected or unsuspected or latent, that Plaintiff now has or may have against the Released Parties arising from or relating to any and all acts, events and omissions occurring prior to the Settlement being Final, whether or not asserted before such date ("Plaintiff's Released Claims"). Without limiting the generality of the foregoing, Plaintiff expressly releases all claims which were or could have been raised in the Action and any and all tort claims, contract claims, equitable claims, denial of leave claims, breach of fiduciary duty claims, breach of duty of fair representation claims, promissory estoppel claims, negligence claims, assault and battery claims, violation of public policy claims, ERISA claims, wrongful termination claims, discrimination claims, harassment claims, retaliation claims, constructive discharge claims, failure to provide reasonable accommodation claims, failure to engage in the interactive process claims, failure to prevent discrimination claims, failure to prevent retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, any and all claims for monetary damages and any other form of personal relief, any claim for unpaid wages, including those arising under the California Labor Code and/or Fair Labor Standards Act, and any and all

claims arising under any federal, state or local governmental statute, law, regulation or ordinance covering discrimination in employment, including but not limited to the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, The California Private Attorneys General Act, the California Family Rights Act, and the Family and Medical Leave Act of 1993, including discrimination based on race, color, religious creed, national origin, ancestry, physical or mental disability, medical condition, age, marital status, sex, sexual orientation or identity, harassment, and retaliation. This release expressly excludes any workers' compensation claim that Plaintiff may have, any claims for unemployment insurance, or any other claims which cannot be released by law. Plaintiff acknowledges that he may discover facts or law different from, or in addition to, the facts or law that he now knows or believes to be true but agree, nonetheless, that this Release by Plaintiff shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

6. As to Plaintiff's Released Claims only, Plaintiff expressly waives all rights and benefits under the terms of section 1542 of the California Civil Code. Section 1542 reads as follows:

> **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 releasing party.**

7. **Maximum Settlement Amount.** As consideration, Defendant agrees to pay a "Maximum Settlement Amount" or "MSA" of One Hundred Twenty Thousand Dollars and Zero Cents ($120,000.00) in full and complete settlement of the Action, as follows:

   A. The Parties have agreed to engage Phoenix Settlement Administrators ("Phoenix") as the "Settlement Administrator" to administer this Settlement.

   B. The Maximum Settlement Amount shall be funded by GI Security no later than ten (10) Court days after the Settlement becomes "Final." The Settlement will become "Final" after either (a) the 65th calendar day after a signed order finally approving this Agreement has been filed provided no motion to intervene or motion to vacate the judgment, appeal, writ or other appellate proceeding has been filed; or (b) the seventh (7th) calendar day after any motion to intervene or motion to vacate the judgment, appeal, writ, or other appellate proceeding opposing the Agreement has been finally dismissed with no material change to the terms of this Agreement and there is no right to pursue further remedies or relief, whichever is later. All payments by Defendant shall be deposited with the Settlement Administrator.

   C. This is a non-reversionary settlement. The Maximum Settlement Amount includes:

      i. All payments to the Participating Class Members;

      ii. All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than $10,000.00;

      iii. Up to $5,000.00 to Plaintiff as a Class Representative Service Payment, in recognition of Plaintiff's contributions to the Action and to the Settlement Class;

iv. Class Counsel attorney fees of one-third of the MSA (currently estimated to be $40,000.00), plus reasonable litigation costs and expenses incurred by Class Counsel in relation to the Action as supported by declaration, in an amount not to exceed $22,500.00;

v. The Parties have allocated $5,000.00 of the MSA to Plaintiff's claim for civil penalties under PAGA ("PAGA Payment") Per Labor Code § 2699(i), 75% of the PAGA Payment, or $3,750.00, will be payable to the LWDA, and the remaining 25%, or $1,250.00, will be payable to Aggrieved Employees as discussed below.

D. Defendant's share of payroll taxes on any wage portion of the payments to the Participating Class Members shall be paid by Defendant separately from, and in addition to, the Maximum Settlement Amount. Defendant's share of payroll taxes shall be deposited by Defendant with the Settlement Administrator at the same time it deposits the Maximum Settlement Amount.

E. With the exception of Defendant's share of the payroll taxes, in no event shall Defendant be required to pay anything more than the Maximum Settlement Amount (subject to the Escalator Clause below).

F. **Escalator Clause.** Defendant estimates that Settlement Class members worked approximately 20,540 workweeks in California during the Class Period. If the number of workweeks worked by Settlement Class members in California during the Class Period ("Workweeks"), as determined by the Settlement Administrator after preliminary approval, is more than 5% greater than 20,540 (i.e., if the Settlement Class members worked 21,567 or more Workweeks during the Class Period), then the Maximum Settlement Amount shall be increased proportionally by the number of workweeks in excess of 21,567 (e.g. if the actual number of workweeks is 6% greater than 20,540, than the Gross Settlement Amount will increase by 1%).

8. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment from the Settlement ("Settlement Award"). Settlement Awards will be determined and paid as follows:

A. The Settlement Administrator will deduct from the Maximum Settlement Amount the Court-approved amounts for Class Counsel's attorneys' fees and litigation costs, Plaintiff's Class Representative Service Payment, the Settlement Administrator's administration costs, and the PAGA Payment. The remaining amount shall be known as the "Net Settlement Amount" or "NSA." Settlement Awards will be the total of each Settlement Class member's (i) payment from the NSA and (ii) payment, if any, from the PAGA Payment, as described below.

i. <u>Payments from the Net Settlement Amount</u>: All Participating Class Members will receive a payment from the NSA based on each Participating Class Member's proportionate number of Workweeks worked for Defendant as a non-exempt employee in California during the Class Period. The Settlement Administrator will calculate each Participating Class Member's payment from the NSA by multiplying the NSA by a fraction, the numerator of which is the Participating Class

Member's number of Workweeks worked during the Class Period, and the denominator of which is the total Workweeks worked by all Participating Class Members during the Class Period.

ii. Payments from the PAGA Payment: In addition to the NSA, 25% of the PAGA Payment (i.e., $1,250.00) has been set aside as payments to Aggrieved Employees, as mentioned above. This amount shall be paid to all Aggrieved Employees (regardless of whether they opt out of the class portion of the Settlement) based on their proportional number of pay periods they were employed by Defendant during the PAGA Period ("PAGA Pay Periods"). Specifically, each Aggrieved Employee's payment from the PAGA Payment will be calculated by multiplying 25% of the PAGA Payment by a fraction, the numerator of which is the Aggrieved Employee's number of PAGA Pay Periods, and the denominator of which is the total PAGA Pay Periods of all Aggrieved Employees.

B. Within seven (7) business days following Defendant's deposit of the Maximum Settlement Amount and the employer's share of payroll taxes with the Settlement Administrator, the Settlement Administrator will calculate Settlement Awards, and provide the same to Class Counsel and Defense Counsel for review and approval. Within five (5) business days of receiving approval of its calculations by counsel, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to Participating Class Members, as well as the Class Representative Service Payment to Plaintiff, the LWDA's PAGA payment to the LWDA, and Class Counsel's attorneys' fees and costs to Class Counsel. The Settlement Administrator shall simultaneously pay all applicable withholdings to the applicable authorities with the necessary reports, submitting copies to Defense Counsel. The Settlement Administrator shall be authorized to pay itself the Court-approved administration costs at the same time it mails payments to Participating Class Members.

C. For purposes of calculating applicable taxes and withholdings for payments, each Settlement Award shall be allocated as follows: for amounts paid from the PAGA Payment, 100% penalties; for amounts paid from the Net Settlement Amount, 30% as wages, 35% as penalties, 35% as interest. The Settlement Administrator shall issue to Participating Class Members an IRS Form W-2 for amounts deemed "wages" and an IRS Form 1099 for the portions allocated as interest, penalties and expense reimbursement. As stated above, Defendant is responsible for the employer's share of the payroll taxes on the wage portion of the Settlement Awards, and these taxes will not be deducted from the Maximum Settlement Amount. Notwithstanding the treatment of the payments to each Participating Class Member above, none of the payments called for by this Settlement are to be treated as earnings, wages, pay, or compensation for any purpose of any applicable bonus, benefit, or retirement plan, unless required by such plans.

D. Neither Plaintiff, Defendant, nor their respective counsel make any representations as to the proper tax treatment of payments made under this Agreement. Participating Class Members and Aggrieved Employees shall be responsible for paying any personal income taxes owed on the amounts they receive and they assume full responsibility and liability for any employee taxes owed on their Settlement Awards.

E. Each Participating Class Member who is mailed a Settlement Award must cash his/her Settlement Award check within 180 days from the date the Settlement Administrator mails it. Any funds payable to a Participating Class Member whose check is not cashed within 180 days after mailing will be deposited by the Settlement Administrator with the California Unclaimed Property Fund, in the name of the Participating Class Member whose check is not cashed, thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subd. (b). If any Settlement Award check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall perform a "skip trace" for the Participating Class Member to whom the Settlement Award was mailed and shall re-mail the Settlement Award to any new address obtained through the skip trace.

9. **Attorneys' Fees and Costs.** Class Counsel will request, and Defendant will not oppose, a total award of attorneys' fees in an amount not to exceed one-third of the Maximum Settlement Amount (currently estimated at $40,000.00), plus reasonable litigation costs and expenses incurred, as supported by declaration in an amount not to exceed $22,500.00. These attorney's fees and costs shall be paid from the MSA and not in addition to the MSA. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement, including any objections raised and any appeals necessitated by those objections. Any amount requested for attorneys' fees and costs that is not approved by the Court, will revert to the Net Settlement Amount. As noted above, the Settlement Administrator will mail Class Counsel the attorneys' fees and cost award when it mails the Settlement Awards to Participating Class Members. The Settlement Administrator will issue Class Counsel an IRS Form 1009 when the Settlement Administrator pays the fee and cost award approved by the Court. With the exception of this payment for attorneys' fee and costs, all Parties shall bear their own fees and costs. Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion of the attorneys' fees and costs awarded in this matter. Class Counsel assumes full responsibility and liability for any taxes owed on the attorneys' fees awarded in this matter and holds GI Security harmless and agrees to indemnify GI Security from any dispute or controversy regarding division or sharing of these payments.

10. **Class Representative Service Payment.** Plaintiff will request, and Defendant will not oppose, a Class Representative Service Payment in an amount not to exceed $5,000.00. Plaintiff, in recognition of Plaintiff's time and risks undertaken in prosecuting the Action, and his service to the Settlement Class. The Service Payment shall be paid from the MSA and not in addition to the MSA. This award will be in addition to Plaintiff's Settlement Award as a Settlement Class member and shall be reported on an IRS Form 1099 by the Settlement Administrator. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment. Any amount requested for an Service Payment that is not approved by the Court, will revert to the Net Settlement Amount. The Settlement Administrator will mail Plaintiff the Class Representative Service Payment when it mails the Settlement Awards to Participating Class Members.

11. **Settlement Administrator.** The Parties will request the appointment of Phoenix as Settlement Administrator. Defendant will not object to Plaintiff's seeking permission to pay up to $10,000.00 from the Maximum Settlement Amount for the Settlement

Administrator's services. The Settlement Administrator shall be responsible for administering the Settlement. Among other things, the Settlement Administrator will be responsible for sending notices to Settlement Class members, calculating Settlement Awards and preparing all checks and mailings, including making and transmitting all payroll tax withholdings and providing reports to federal and state tax authorities, posting the Judgment to its website, and other duties as described in this Settlement. The Settlement Administrator shall also send weekly reports to the Parties and provide a declaration of due diligence in advance of final approval. The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount only after Settlement Awards have been mailed to Participating Class Members. Any funds allocated for the Settlement Administrator that are not approved by the Court, will revert to the Net Settlement Amount.

A. The Settlement 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.

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

12. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties (Plaintiff will endeavor to do so within 60 days of execution), Plaintiff shall apply to the Court for the entry of an Order:

A. Conditionally certifying the Settlement Class for purposes of this Settlement;
B. Appointing Abramson Labor Group as Class Counsel;
C. Appointing Plaintiff as Class Representative for the Settlement Class;
D. Approving Phoenix as Settlement Administrator;
E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and the Notice of Estimated Settlement Award, attached hereto as Exhibits A and B, respectively), and directing the mailing of same in English and Spanish; and
G. Scheduling a Final Approval hearing.

Plaintiff shall also submit the Settlement to the LWDA as required under Labor Code section 2699(l)(2).

13. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

A. Within fifteen (15) Court days after entry of an order preliminarily approving this Settlement, Defendant will provide the Settlement Administrator with the name, employee ID number, last known address, last known phone number, social security number, number of Workweeks employed as a non-exempt employee by Defendant in California during the Class Period, and number of pay periods employed as a non-exempt employee by Defendant in California during the PAGA Period, for each Settlement Class member (the "Class Data"). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator. To protect Settlement 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.

B. Within ten (10) Court days from receipt of the Class Data, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class members; (ii) update the addresses of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class member, and provide Class Counsel and Defense Counsel with its calculations for their approval; (iv) provide Class Counsel and Defense Counsel with formatted versions of the Notice Packets to be sent to Settlement Class members; and (v) after receiving approval from all counsel, mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

C. <u>Requests for Exclusion.</u> Any Settlement Class member who wishes to opt-out of the class portion of the Settlement must complete and mail a Request for Exclusion (defined herein) to the Settlement Administrator on or before sixty (60) calendar days after the date of the initial mailing of the Notice Packets (the "Response Deadline"). The Request for Exclusion is a document prepared by the Settlement Class member that must: (1) contain the Settlement Class member's name, address, and email address or telephone number; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from this settlement. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who excludes himself or herself from the Settlement Class will not be entitled to any recovery under this Settlement (except for any share from the PAGA Payment, if applicable), will not be bound by the terms of the Settlement (except for release of the PAGA Released Claims, if applicable), and will not have any right to object, appeal, or comment thereon. Conversely, every Settlement Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member, entitled to all benefits and bound by all terms and conditions of the Settlement, including the releases in paragraphs 3 and 4 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement. The Parties and their counsel agree not to take any action to encourage any Settlement Class member to request exclusion from the Settlement. The Settlement Administrator will provide the Parties with weekly updates regarding the number of Requests for Exclusion received.

i. <u>Opt-Out Threshold</u>. Defendant may, at its option, void this Settlement Agreement if (1) more than 10% of the total Settlement Class members opt-out of the Settlement. If Defendant opts to void the Settlement under this option, Defendant must provide notice to Plaintiff and the Settlement

Administrator of such decision within ten (10) Court days after the Settlement Administrator first informs the Parties that the 10% opt-out threshold was met, and Defendant will pay any fees incurred by the Settlement Administrator incurred until that date.

D. <u>Objections</u>. Settlement Class members who do not request exclusion may object to the Settlement by mailing a written objection before the Response Deadline to the Settlement Administrator as explained in the Class Notice. The Settlement Administrator shall, within two (2) business days of receipt, serve any written objection(s) as received on Class Counsel and Defense Counsel, and Class Counsel shall then file all such objections with the Court. Defense Counsel and Class Counsel shall file and serve any responses to written objections no later than five (5) calendar days prior to the Final Approval hearing. To be valid, any written objection must: (1) contain the objecting Settlement Class member's full name, current address, telephone number, and e-mail address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence supporting the objection; and (4) be postmarked no later than the Response Deadline. Absent good cause found by the Court, a Settlement Class member who wishes to object but who fails to comply with the procedures set forth herein and/or in the Class Notice shall be deemed not to have objected. Any attorney who intends to represent an objecting Settlement Class member at the Final Approval hearing must submit a Notice of Appearance to the Court and serve it on all Parties on or before the Response Deadline. The Parties and their counsel agree not to take any action to encourage any Settlement Class member to object to the Settlement. If a Settlement Class member submits both an objection and a Request for Exclusion, the Settlement Administrator will attempt to determine the Settlement Class member's true intention. If the Settlement Administrator is unable to do so, the Request for Exclusion shall govern, the Settlement Class member shall be deemed a Participating Class Member and the objection will be disregarded.

E. <u>Notice of Estimated Settlement Award / Disputes.</u> Each Notice Packet mailed to Settlement Class members shall contain a Notice of Estimated Settlement Award, in which shall be disclosed the amount of the Settlement Class member's estimated Settlement Award as well as all of the information that was gleaned from Defendant's records in order to calculate the Settlement Award, including their number of Workweeks they worked as a non-exempt employee for Defendant during the Class Period and their number of PAGA Pay Periods (if any). Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in their Notice of Estimated Settlement Award, to provide documentation and/or an explanation to show contrary information. In the absence of any contrary documentation, the Settlement Administrator is entitled to presume the Workweeks and PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator promptly will consult with counsel for the Parties to determine whether an adjustment to the Settlement Class member's Settlement Award is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Award under this Settlement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class member and the Parties and shall not be subject to challenge.

F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within three (3) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member within two (2) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned to the Settlement Administrator as undeliverable shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline, whichever is later, to submit a Request for Exclusion, Objection, or dispute, as applicable. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline, if applicable. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet need not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defense Counsel to provide notice of the Settlement.

14. **Final Approval.** Following preliminary approval and the close of the period for submitting Requests for Exclusion, Objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

A. Granting final approval of the Settlement and adjudging its terms to be fair, reasonable, and adequate;

B. Approving Plaintiff's and Class Counsel's application for attorneys' fees, costs, Class Representative Service Payment, PAGA Payment, and settlement administration costs; and

C. Entering judgment pursuant to California Rule of Court 3.769. Plaintiff shall provide a draft of the Final Approval motion to Defendant's counsel for review at least three business days prior to filing with the Court.

15. **Non-Admission of Liability.** Defendant denies liability as to the matters alleged in the Action. Nothing in this Settlement shall operate or be construed as an admission of any liability (by any Party) or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement to avoid the risk, burden and expense of further litigation. Pursuant to California Evidence Code § 1152, this Settlement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement.

16. **Duty to Cooperate.** This Settlement is contingent on approval by the Court and, if Final Approval does not occur, the Parties agree that this Settlement is void, but remains

protected by California Evidence Code § 1152. However, if the Court declines to approve the Settlement for any reason, the Parties will meet and confer and attempt in good faith to remedy any issues raised by the Court and take any required action identified by the Court, in order to obtain Court approval. The Court's decision to award less than the requested amounts for the Class Representative Service Payment and attorneys' fees and costs shall not fall within the meaning of this paragraph.

17. **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the amount awarded for attorneys' fees and costs as set forth in this Settlement, the Parties, their respective counsel, and all Participating 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.

18. **Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.** If a 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 Participating 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 settlement administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment 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 MSA remains unchanged.

19. **Confidentiality.** Plaintiff and Class Counsel agree that, prior to filing a Motion for Preliminary Approval, they will keep the terms of this Settlement confidential and will not disclose to the fact of the Settlement, its terms or contents, or the negotiations underlying the Settlement, in any manner or form, to any person or entity, except as shall be contractually required to effectuate the terms of the Settlement as set forth herein, and except to Plaintiff's spouse or to his attorneys or tax preparers as necessary for those professionals to provide their professional services to Plaintiff. Even after preliminary approval, Plaintiff and Class Counsel agree not to make any public statements, issue any press releases, place information regarding the Settlement on their website, or make any other announcements publicizing the Settlement, except for communications between Settlement Class members and Class Counsel.

20. **No Solicitation**. The Parties separately agree that they and their 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 section 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.

21. **Continuing Jurisdiction.** Except as otherwise specifically provided for herein, the Court shall retain jurisdiction to construe, interpret and enforce this Settlement, to supervise all notices, the administration of the Settlement, and to hear and adjudicate any dispute arising from or related to the Settlement. The Parties agree that the Court has jurisdiction over the Settlement pursuant to California Code of Civil Procedure, Section 664.6 and California Rule of Court 3.769.

22. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement except by a written agreement signed by counsel for all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement will not constitute a waiver of any other provision.

23. **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 any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

24. **No Tax Advice.** Neither Plaintiff, Defendant, or their 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.

25. **Enforcement Action.** In the event either Party brings an action to enforce the terms of this Settlement, the prevailing party in such action shall be entitled to recover his/her/its reasonable attorneys' fees and costs incurred.

26. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant:	Pamela T. Thakur, Thakur Law Firm, 1400 N. Harbor Boulevard, Suite 410, Fullerton, CA 92835; pamela@thakurlawfirm.com
if to Plaintiff:	Neil M. Larsen, Abramson Labor Group, 1700 W. Burbank Blvd., Burbank, CA 91506; neil@abramsonlabor.com

27. **Applicable Law.** All terms and conditions of this Settlement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law or choice of law principles.

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

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

30. **Entire Agreement.** This Settlement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

31. **Severability.** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, or not approved, such invalidity, illegality, unenforceability, or non-approval shall in no way affect any other provision if the Court and counsel, on behalf of the Parties and the Settlement Class members, mutually elect in writing to proceed as if such invalid, illegal, unenforceable, or unapproved provision had never been included in this Agreement. If the Parties do not elect to proceed, the Parties shall be restored to their respective positions in the Action, as of the date of the hearing on the motion for preliminary approval.

32. **Counterparts.** This Settlement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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

AGREED TO AND APPROVED BY:

DATED: 02-25-2025

GI SECURITY, INC.

By: ____________________

Its: DAN PEREZ

DATED: 02/06/25

VICTOR CARDENAS

Victor Cardenas

Victor Cardenas (Feb 6, 2025 19:28 MST)

Plaintiff and Class Representative

APPROVED AS TO FORM:

ABRAMSON LABOR GROUP

DATED: 2/7/25

By: Neil Larsen

Neil M. Larsen
Attorneys for Plaintiff

THAKUR LAW FIRM, PC

DATED: 02/25/2025

By: ____________________

Pamela T. Thakur
Attorneys for Defendant

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF VENTURA

VICTOR CARDENAS Plaintiff, vs. GI SECURITY, INC. Defendant.	Case No. 56-2022-00570355-CU-OE-VTA **NOTICE OF CLASS ACTION AND REPRESENTATIVE PAGA ACTION SETTLEMENT**

To: All current and former non-exempt employees who were employed by G I Security Inc. in California at any time from September 19, 2018 through January 23, 2024 (the "Class Period").

PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT.

Why should you read this Notice?

The Ventura County Superior Court ("Court") has granted preliminary approval of a proposed Class Action and Representative PAGA Action settlement (the "Settlement") in *Victor Cardenas v. GI Security, Inc.,* Ventura County Superior Court Case No. 23STCV21172 (the "Action"). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from the Settlement. Defendant's records show that you worked for Defendant as an hourly non-exempt employee in California at some point between September 19, 2018 through January 23, 2024 ("Class Period"). You are therefore a member of the proposed "Settlement Class." The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Action, to inform you of the terms of the proposed Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment. If final judgment is entered in this case, it will be posted to the Settlement Administrator's website, www.phoenixclassaction.com.

What is this case about?

Plaintiff Victor Cardenas ("Plaintiff") has filed a lawsuit ("Lawsuit") alleging that Defendant GI Security, Inc. ("Defendant") violated California law. In the operative First Amended Complaint ("Complaint"), Plaintiff alleges that Defendant: (1) failed to pay all overtime wages owed; (2) failed to provide meal periods, (3) failed to authorize and permit rest periods and pay rest period premiums, (4) failed to reimburse employee expenses, (5) failed to pay all wages at separation of employment; and, as a result of the above, (6) engaged in unlawful business practices. In addition, Plaintiff seeks civil penalties under the California Labor Code Private Attorneys General Act ("PAGA"). Plaintiff's attorneys, who also represent the interests of all Settlement Class members, are known as "Class Counsel."

Defendant denies that it has done anything wrong, maintains that it has acted in compliance with all applicable laws and that Plaintiff's claims have no merit. Defendant also denies that it owes any wages, restitution, penalties, or other damages. By agreeing to settle, Defendant is not admitting liability on any of the claims asserted in the Action or that the Action can or should proceed as a class action in a non-settlement context.

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with its business operations, Defendant has concluded that it is in their best interests to settle the Action on the terms summarized in this Notice. After Defendant provided relevant information to Class Counsel, the Settlement was reached after mediation and through arm's-length negotiations between the Parties.

Plaintiff and Class Counsel also support the Settlement. Among the reasons for support are the defenses potentially available to Defendant, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

<u>If you still work for Defendant, your decision about whether to participate in the Settlement will not affect your employment status with Defendant. California law and Defendant's company policy strictly prohibit unlawful retaliation.</u> Defendant will not target, retaliate, or discriminate against any Settlement Class member because of the Settlement Class member's decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiff / the Settlement Class:	Attorneys for Defendant:
ABRAMSON LABOR GROUP Neil M. Larsen neil@abramsonlabor.com 1700 W. Burbank Blvd. Burbank, California 91506 Tel: (213) 723-2522 www.abramsonlaborgroup.com	**THAKUR LAW FIRM, PC** Pamela T. Thakur pamela@thakurlawfirm.com Alexia Porron alexia@thakurlawfirm.com 1400 N. Harbor Blvd., Suite 410 Fullerton, California 92835 Tel.: (844) 394-6430 www.thakurlaw.com

What are the terms of the Settlement?

Defendant has agreed to pay $120,000.00 (the "Gross Settlement Amount") to fully resolve all claims in the Action, including claims by Settlement Class members, attorneys' fees, costs, settlement administration costs, PAGA civil penalties, and the Class Representative Service Payment.

The following deductions from the Gross Settlement Amount will be requested by the parties:

<u>Settlement Administration Costs</u>. The Court has approved Phoenix Settlement Administrators to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to $10,000.00 from the Gross Settlement Amount to pay the Settlement administration costs.

<u>Attorneys' Fees and Costs</u>. Class Counsel will ask for fees of up to one-third of Gross Settlement Amount, currently estimated to be $40,000.00, as reasonable compensation for the work Class Counsel performed, and will continue to perform, in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to $22,500.00 for reimbursement of verified costs Class Counsel incurred in connection with the Lawsuit.

Class Representative Service Payments. Class Counsel will ask the Court to approve an award of $5,000 to Plaintiff, also known as the "Class Representative." This award is to compensate the Class Representative for his service and extra work provided on behalf of the Settlement Class.

PAGA Civil Penalties. The parties have agreed to allocate $5,000.00 of the Gross Settlement Amount for the settlement of Plaintiff's PAGA claim. Pursuant to the requirements of the PAGA, seventy-five percent (75%) of that amount, or $3,750.00, will be paid to the California Labor & Workforce Development Agency ("LWDA"). The remaining $1,250.00 has been designated as the "PAGA Amount" and will be paid to certain Settlement Class members as described below.

Calculation of Settlement Class Members' Settlement Awards. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount ("NSA"), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated to be approximately $37,500.00. Together with the $1,250.00 PAGA Amount, the total amount to be distributed to Settlement Class members is estimated to be $38,750.00. Payments to Settlement Class members, known as "Settlement Awards," will be calculated as follows:

NSA Distribution: All Participating Class Members (i.e., all Settlement Class members who do not opt out of the Settlement) will receive a payment from the NSA based on each Participating Class Member's proportionate number of work weeks worked for Defendant in California as an hourly non-exempt employee in California during the Class Period.

PAGA Amount Distribution: In addition to the NSA, $1,250.00 of the Gross Settlement Amount has been designated as the "PAGA Amount" as described above, and will be allocated to all Aggrieved (whether or not they opt out of the Class Action portion of the Settlement) who worked for Defendant as a non-exempt employee in California at any time from September 15, 2021 through January 23, 2024, in proportion to the number of pay periods that each Aggrieved Employee worked for Defendant as a non-exempt employee in California during the PAGA Period.

The enclosed "Notice of Estimated Settlement Award" contains your estimated payment under the Settlement, as well as the data from Defendant's records that was relied upon in calculating your estimated payment.

Allocation and Taxes. For tax purposes, Settlement Awards shall be treated as follows: for payments from the PAGA Amount, 100% penalties; for payments from the NSA, 30% wages (with withholdings taken), and 70% penalties and interest. The Settlement Administrator will issue IRS forms W-2 for all amounts designated as "wages," and will issue IRS forms 1099 for all amounts designated as penalties and interest. Settlement Class members are responsible for the proper income tax treatment of the Settlement Awards. The Settlement Administrator, Defendant and its counsel, and Plaintiff and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release by Class Members. Upon the Settlement being Final (defined below) and the Settlement being fully funded by Defendant, Plaintiff and every Settlement Class member who does not opt out of the class portion of the Settlement ("Participating Class Members") will release and discharge Defendant, as well as Defendant's parents, subsidiaries, affiliates, officers, shareholders, directors, agents, employees, attorneys, and insurers (the "Released Parties") from any and all causes of action, claims, rights, damages, and penalties that were alleged in the Complaint or that could have been alleged based on the facts alleged in the Complaint, including, but not limited to: (a) any alleged failure by Defendant: (1) to pay overtime wages, (2) to provide meal periods, (3) to authorize and permit rest periods; (4) to issue compliant wage statements, (5) to timely pay wages at the end of employment, and (6) to reimburse work-related expenses; (b) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, et seq., based on the alleged failures set forth in (a)(1) through (a)(6) above; (c) any violation of the California Labor Code arising from the conduct alleged in (a)(1) through (a)(6) above, including, without limitation, violation of California Labor Code sections 201–204, 226, 226.7, 510, 516, 558, 1194, 1198, 2802, 2804; and (d) any other applicable state or federal law, including any statute, ordinance, rule and/or regulation (Wage Order) imposing liability and/or obligations that could be brought based on the allegations in the Complaint, arising at any time during the Class Period ("Class Released Claims").

Release by Aggrieved Employees. Aggrieved Employees (whether or not they opt out of the class portion of the Settlement) shall release Defendant and Released Parties from any right or claim for civil penalties pursuant to the PAGA based on Labor Code violations that were alleged in Plaintiff's notice letter to the LWDA and/or in the Complaint, for the duration of the PAGA Period ("PAGA Released Claims").

Conditional Settlement. By granting preliminary approval of the Settlement, the Court has determined that the Settlement falls within the range of possible approval as fair, reasonable, and adequate. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement.

How can I claim money from the Settlement?

Do Nothing. You do not need to do anything if you want to receive payment from and participate in the Settlement. If you do nothing, you will be entitled to your Settlement Award based on the number of workweeks you worked for Defendant during the Class Period and the number of pay periods you worked for Defendant during the PAGA Period. Your estimated individual Settlement Award is included in the enclosed Notice of Estimated Settlement Award. You also will be bound by the Settlement, including the release of claims stated herein.

Check Cashing Deadline and Uncashed Checks. You must cash or deposit your Settlement Award check within 180 days from the date that the Settlement Administrator mails the check to you. If you do not cash or deposit your check within 180 days, your check will be voided and the funds from the check will escheat to the State of California Unclaimed Property Fund in your name.

What other options do I have?

Disputing Information in Notice of Estimated Settlement Award. Your estimated Settlement Award has been calculated and is included in the enclosed Notice of Estimated Settlement Award. As stated above, your estimated Settlement Award is based on the number of workweeks you worked for Defendant during the Class Period and the number of pay periods you worked for Defendant during the PAGA Period. The information contained in Defendant's records regarding each of these factors is listed on the accompanying Notice of Estimated Settlement Award.

If you disagree with the information in your Notice of Estimated Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.** The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. If there is a dispute, the Settlement Administrator will consult with counsel for the Parties to determine whether an adjustment to the Settlement Class member's Settlement Award is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Award under the terms of this Settlement. While the Settlement Administrator and the

Parties will attempt to resolve any such dispute, the Court ultimately will decide any unresolved dispute.

Exclude Yourself from the Class Portion of the Settlement. If you **do not** wish to take part in the class portion of the Settlement, you may exclude yourself by sending to the Settlement Administrator a written “Request for Exclusion” letter, postmarked no later than <<RESPONSE DEADLINE>>, with your full name, address, telephone number, last 4 digits of your social security number, your signature, and a statement that you wish to exclude yourself from the Settlement Class in the *Cardenas v. GI Security* lawsuit.

Send any Request for Exclusion directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who submits a valid and timely Request for Exclusion shall, upon receipt, no longer be a Settlement Class member with respect to the class claims, shall be barred from participating in the class portion of the Settlement, and shall receive no benefits from the class portion of the Settlement. Any person who submits a valid and timely Request for Exclusion will also lack standing to submit any objection to the Settlement. However, all Aggrieved Employees who worked for Defendant during the PAGA Period (even those who submit a valid and timely Request for Exclusion from the Class Action portion of the Settlement) will be bound by the PAGA portion of the Settlement and will receive a portion of the PAGA Amount.

Objecting to the Settlement. If you do not submit a Request for Exclusion, you have the right to the Settlement by either mailing a written objection to the Settlement Administrator before the <<RESPONSE DEADLINE>>, or by orally objecting or otherwise offering comments at the Final Approval Hearing. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to submit a written objection to the class Settlement, or any portion of it, you may mail your written Objection to the Settlement Administrator. Any written Objection must include your full name, current address, current phone number and e-mail address, the name and contact information of any attorney representing you, each specific reason in support of your objection, and any legal or factual support for each objection, including any supporting papers, briefs, written evidence, declarations, and/or other evidence. All objections or other written correspondence must state the name and number of the case, which is *Victor Cardenas v. GI Security, Inc.*, Case No. 56-2022-00570355-CU-OE-VTA. Any written Objection must be postmarked on or before <<RESPONSE DEADLINE>>.

As noted above, whether or not you submit a written objection to the Settlement, you may also appear at the Final Approval Hearing to orally object with the Court. You have the right to appear either in person or through your own attorney. If you wish to appear at the Final Approval Hearing and/or retain an attorney to represent you at the hearing, you must do so at your own expense.

If you object to the Settlement, you will remain a Settlement Class member, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object. In other words, by submitting an Objection, you are not excluding yourself from the Settlement.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department 20 of the Ventura County Superior Court, located at the Hall of Justice, 800 South Victoria Avenue Ventura, California, 93009. At the Final Approval Hearing, the Court will also be asked to rule on Class Counsel’s request for attorneys’ fees and reimbursement of costs, the Class Representative Service Payment, and the Settlement administration costs. The Final Approval Hearing may be postponed or moved without further notice to the Settlement Class. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing at their own expense.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may consult the case information for the Action by using the Court's "Find a Case" webpage, located at https://www.ventura.courts.ca.gov/case-inquiry.html and entering the case number for this case. You may also contact the Settlement Administrator or Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT.

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is **<<RESPONSE DEADLINE>>**. These deadlines will be strictly enforced.

EXHIBIT B

NOTICE OF ESTIMATED SETTLEMENT AWARD

CARDENAS v. GI SECURITY, INC.
VENTURA COUNTY SUPERIOR COURT, CASE NO. 56-2022-00570355-CU-OE-VTA

Please complete, sign, and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

____
(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

____
Former Names (if any)

____
New Street Address

____
City State Zip Code

____
Phone number (if you wish to be contacted by phone)

(III) Information Used to Calculate Your Estimated Settlement Award:

According to Defendant's records:

(a) you were employed for ____ workweeks by Defendant as a non-exempt employee in California from September 19, 2018 to January 23, 2024; and

(b) you were employed for ____ pay period by Defendant as a non-exempt employee in California from September 15, 2021 to January 23, 2024.

Based on the above, your Settlement Award is estimated at **$**__________.

(IV) If you disagree with item (a) or (b) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this Form:

____
____
____
____

If you dispute the above information from Defendant's records, Defendant's records will control unless you are able to provide documentation that establishes that Defendant's records are mistaken. If there is a dispute about whether Defendant's information or yours is accurate, the dispute will be resolved as described in the "Notice of Class Action Settlement" that accompanies this Form.

Date: ________________ **Signature:** __________________

ANY DISPUTES (INCLUDING SUPPORTING DOCUMENTS) MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>.