EFS-020

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.:	FOR COURT USE ONLY
NAME: Fawn Bekam (SBN 307312); Jennifer S. Rivera (SBN 353268) FIRM NAME: Abramson Labor Group STREET ADDRESS: 1700 W. Burbank Blvd. CITY: Burbank STATE: CA ZIP CODE: 91506 TELEPHONE NO.: (213) 493-6300 FAX NO.: (213) 336-3704 E-MAIL ADDRESS: fawn@abramsonlabor.com; jennifer.r@abramsonlabor.com ATTORNEY FOR (*name*): JAMAR VINSON	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA STREET ADDRESS: 191 North First Street MAILING ADDRESS: CITY AND ZIP CODE: San Jose 95113 BRANCH NAME: Downtown Superior Court	
PLAINTIFF/PETITIONER: JAMAR VINSON, et al. DEFENDANT/RESPONDENT: NATIONAL SECURITY INDUSTRIES AND SERVICES, INC. OTHER:	CASE NUMBER: 23CV416392 JUDICIAL OFFICER: Hon. Theodore C. Zayner
PROPOSED ORDER (COVER SHEET)	DEPT: 19

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
   JAMAR VINSON

2. Title of the proposed order:
   [PROPOSED] JUDGMENT and ORDER GRANTING PLAINTIFFS' MOTION FOR APPROVAL OF SETTLEMENT OF PAGA

3. The proceeding to which the proposed order relates is:
   a. Description of proceeding: Compliance Hearing
   b. Date and time: February 25, 2026 at 2:30 p.m.
   c. Place: 191 North First Street
      San Jose, CA 95113
      Department 19

4. The proposed order was served on the other parties in the case.

Jennifer Rivera
(TYPE OR PRINT NAME)

Jennifer Rivera
(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME: Jarmar Vinson et al. v. National Security Industries and Services. Inc.	CASE NUMBER: 23CV416392

PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER

1. I am at least 18 years old and **not a party to this action.**

   a. My residence or business address is *(specify):*
   1700 W. Burbank Blvd.Burbank CA 91506

   b. My electronic service address is *(specify):* delaney@abramsonlabor.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

   a. On *(name of person served) (If the person served is an attorney, the party or parties represented should also be stated.):*
   Defendant National Security Industries and Services, Inc.

   b. To *(electronic service address of person served):* rleasia@littler.com; nlansdown@littler.com

   c. On *(date):* 3/4/2026

[x] Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

Delaney Graves
(TYPE OR PRINT NAME OF DECLARANT)

(SIGNATURE OF DECLARANT)

Fawn Bekam, Esq. (SBN 307312)
fawn@abramsonlabor.com
Jennifer S. Rivera, Esq. (SBN 353268)
Jennifer.r@abramsonlabor.com
ABRAMSON LABOR GROUP
1700 W. Burbank Boulevard
Burbank, California 91506
Tel: (213) 493-6300
Fax: (213) 723-2522

Emanuel M. Starr, Esq. (SBN 319778)
manny@frontierlawcenter.com
FRONTIER LAW CENTER
23901 Calabasas Road, Suite 1084
Calabasas, California 91302
Tel: (818) 914-3433
Fax: (818) 914-3433

Attorneys for Plaintiffs

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March 9, 2026
Clerk of the Court
Superior Court of CA
County of Santa Clara
23CV416392
By: afloresca

3/9/2026 8:15:19 AM

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

JARMAR VINSON and ROOSEVELT STEWART, on behalf of themselves, the State of California, and all Aggrieved Employees, Plaintiffs, vs. NATIONAL SECURITY INDUSTRIES AND SERVICES, INC.; and DOES 1 through 100, Inclusive, Defendants.	Case No. 23CV416392 **REPRESENTATIVE ACTION** [*Assigned for all purposes to the Hon. Theodore C. Zayner, Dept. 19*] **~~[PROPOSED]~~ JUDGMENT AND ORDER GRANTING PLAINTIFFS' MOTION FOR APPROVAL OF SETTLEMENT OF CLAIMS BROUGHT UNDER THE PRIVATE ATTORNEYS' GENERAL ACT** Date: June 18, 2025 Time: 1:30 p.m. Dept.: 19 Action Filed: May 12, 2023 Trial Date: None Set

This is a putative class and representative action under the Private Attorneys General Act (PAGA). Plaintiff Jarmar Vinson alleges Defendant National Security Industries and Services, Inc. committed various wage and hour violations. Before the court is Plaintiffs unopposed motion for approval of the PAGA settlement.

I. BACKGROUND

According to the allegations of the complaint, Defendant employed Plaintiff as a non-exempt employee from approximately September 2021 to March 27, 2022. (Complaint, 9.) Plaintiff alleges Defendants failed to pay minimum wages; failed to pay final wages; and failed to provide accurate itemized wage statements. (*Id.* at 15.) Based on these allegations, Plaintiff filed a complaint on May 12, 2023, alleging a single cause of action for PAGA penalties. Plaintiff now seeks an order approving a settlement agreement (the Settlement Agreement or PAGA Settlement Agreement) as to the representative PAGA claims.

II. LEGAL STANDARDS FOR PAGA SETTLEMENT APPROVAL

Labor Code section 2699, subdivision (s)(2) provides that [t]he superior court shall review and approve any settlement of any civil action filed pursuant to PAGA. (Lab. Code, 2699, subd. (s)(2).) The court’s review ensur[es] that any negotiated resolution is fair to those affected. (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549, citing Lab. Code, 2699, subd. (l)(2).) Seventy-five percent of any penalties recovered under PAGA go to the Labor and Workforce Development Agency (LWDA), leaving the remaining twenty-five percent for the aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v. Moriana* (2022) 596 U.S. 639.) [C]lass certification is not required in this context as in a class action. (*Haralson v. U.S. Aviation Servs. Corp.* (N.D. Cal. 2019) 383 F. Supp. 3d 959, 971.)

Similar to its review of class action settlements, the court must determine independently whether a PAGA settlement is fair and reasonable, to protect the interests of the public and the LWDA in the enforcement of state labor laws. (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76-77.) It must make this assessment in view of PAGA’s purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws. (*Id*. at p. 77;

see also Haralson v. U.S. Aviation Servs. Corp. (N.D. Cal. 2019) 383 F. Supp. 3d 959, 971 [when a PAGA claim is settled, the relief provided for under the PAGA [should] be genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public . . .], quoting LWDA guidance discussed in *O Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110 (O Connor).)

The settlement must be reasonable in light of the potential verdict value. (*See O Connor, supra*, 201 F.Supp.3d at p. 1135 [rejecting settlement of less than one percent of the potential verdict].) But a permissible settlement may be substantially discounted, given that courts often exercise their discretion to award PAGA penalties below the statutory maximum even where a claim succeeds at trial. (*See Viceral v. Mistras Group, Inc.* (N.D. Cal. Oct. 11, 2016) No. 15-CV-02198-EMC, 2016 WL 5907869, at *8-9.)

III. PLAINTIFF'S INVESTIGATION AND SETTLEMENT PROCESS

On March 8, 2023, Plaintiff provided written notice to the LWDA and Defendant, alleging that Defendant failed to pay Aggrieved Employees at least the minimum wage for all hours worked, failed to provide accurate wage statements to such employees, and failed to pay all wages due and owing upon the termination of Aggrieved Employees. (*See* Declaration of Neil M. Larsen (Larsen Decl.), 10, Exhibits 2-3.)

In connection with mediation, the parties engaged in informal discovery. (*See* Larsen Decl., 13.) Defendant informally produced to Plaintiff's counsel relevant policies, a sampling of the Aggrieved Employees payroll and time records, and other relevant information and documents. (Ibid.) Plaintiff also retained an expert data analyst (Berger Consulting Group) to assist in assessing potential damages. (Ibid.)

On July 15, 2024, the parties participated in a full-day mediation with experienced wage and hour mediator Brandon McKelvey, Esq. (*See* Larsen Decl., 14.) At the mediation, the parties debated Plaintiff's ability to proceed on a representative PAGA basis, the legal basis for Plaintiff's representative claims and Defendant's defenses, the potential amount of civil penalties that could be recovered, and the data analyses and conclusions based thereon. (Ibid.) At the conclusion of the mediation, the parties accepted a mediator's proposal and were able to reach a settlement to resolve Plaintiff's PAGA claim. (Ibid.)

IV. SETTLEMENT PROVISIONS

The non-reversionary settlement amount is $117,500. (Larsen Decl., Ex. 1 at p. 2.) Attorney's fees of up to $39,162.75 (one-third of the gross settlement), litigation costs not to exceed $15,000, and administration costs not to exceed $10,000, will be paid from the gross settlement. (Id. at p. 5.) $59,066.69 will be allocated to PAGA penalties, 75% of which ($44,300.02) will be paid to the LWDA, with the remaining 25% ($14,766.67) distributed on a pro rata basis according to their pay periods during the PAGA period to Aggrieved Employees, who are defined as all non-exempt employees who are or were employed by Defendant at any time during the PAGA Period. (Id. at pp. 1, 5; see also MPA, pp. p. 2:6-19.) PAGA Period means the time period from June 16, 2021, to September 13, 2024. (Larsen Decl., Ex. 1 at p. 2.)

The [Net Settlement Amount] shall be distributed 75% (approximately $44,300.02) to the LWDA, and 25% (approximately $14,766.67) to Aggrieved Employees, on a pro rata basis based on their respective number of pay periods worked for Defendant during the PAGA Period, pursuant to the requirements of the PAGA as codified in Lab. Code 2699(i). There are approximately 277 Aggrieved Employees, resulting in average payments of approximately $53.31 to the Aggrieved Employees. (Larsen Decl., 16.) The Settlement Administrator will calculate the amount of the Individual PAGA Payment to be received by each Aggrieved Employee, which will be based on the formula set forth in Section III.7., supra. The Settlement Administrator will send each Aggrieved Employee a check for his or her Individual PAGA Payment along with the explanatory letter. Checks will remain negotiable for 180 days. Each Individual PAGA Payment shall be deemed 100% penalties and reported using IRS Form 1099, with no withholdings taken. (Larsen Decl., Ex. 1 at p. 7.)

Upon the occurrence of the Effective Date and the Settlement being fully funded, Plaintiff and all Aggrieved Employees will release the PAGA Released Claims against the Released Parties that arose during the PAGA Period. Upon the occurrence of the Effective Date and the Settlement being fully funded, Plaintiff and all Aggrieved Employees will be forever barred from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period against the Released Parties. Aggrieved Employees do not have the right to opt-out of the Settlement. (Larsen Decl., Ex. 1 at p. 5.) The Settlement Agreement defines PAGA Released Claims as: all claims for statutory penalties under the PAGA that could have been sought by the California Labor Commissioner for the purported violations identified in Plaintiffs Complaints and in their written notices submitted to the LWDA, including but not limited to the following (collectively, the Released Claims): PAGA claims for alleged violations of Labor Code sections 200-204, 210, 226(a), 226(e), 226.3, 226.7, 512, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and all applicable Industrial Welfare Commission Wage Orders (Wage Order). Parties means, collectively, Plaintiffs and Defendant. (*Id.* at Ex. 1 at p. 2.) Released Parties means (i) Defendant; (ii) each of Defendant's past, present and future parent organizations, subsidiaries and affiliates, including without limitation any corporation, limited liability company, partnership, trust, foundation and non-profit entity which controls, is controlled by, or is under common control with Defendant; and (iii) all past, present and future shareholders, directors, officers, agents, attorneys, insurers, members, partners, managers, employees, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing. (Ibid.)

The foregoing releases are appropriately tailored to the allegations at issue. *(See Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537.)

V. FAIRNESS OF THE SETTLEMENT

Although the Parties had engaged in significant informal discovery, the Parties still had much written and deposition discovery to conduct if the case did not settle. Substantive motion work and trial preparation also remained for the Parties, as well as potential appeals. As a result, the Parties would likely incur considerably more attorneys fees and costs through trial and possible appeal. Moreover, as noted above, Plaintiffs analyzed [sic] Defendant's financial records confirm [sic] Defendant's financial distress defense. The Settlement avoids the risks associate [sic] with continued litigation and the accompanying expense, and the risks that

Defendant may file bankruptcy could leave Plaintiffs and Aggrieved Employees with no recourse. (MPA, p. 11:4-11.)

The proposed Settlement provides a fair and reasonable monetary recovery for the State of California and Aggrieved Employees in the face of vigorously disputed claims, when compared with the potential realistic exposure. Based on Plaintiffs review of the records and information produced by Defendant, and after applying reasonable discounts due to Defendant's financial condition and due to the possibility of losing on the merits and of the Court reducing penalties, the realistic PAGA exposure for Defendant's alleged labor code violations was $119,680. [Citation.] The GSA of $117,500 therefore represents approximately 98.17% of the realistic exposure, a favorable result for the State of California and Aggrieved Employees. [Citation.] Approval of the Settlement is appropriate, as the Settlement will provide a tangible monetary benefit to Aggrieved Employees and the State of California, while avoiding the risks and costs of continued litigation and trial. In addition, approval of the Settlement is appropriate because it furthers the purpose of PAGA. First, it requires Defendant to pay a significant, six-figure amount for alleged labor code violations. Second, it acts as a deterrent to Defendant and/or other employers from violating the Labor Code in the future. Finally, it rectifies the alleged violations by providing a monetary recovery for both the State of California and the Aggrieved Employees. (MPA, pp. 11:13-12:1.)

Although Plaintiffs steadfastly maintains that their claims are meritorious, Plaintiffs acknowledge that their position includes real risks and uncertainty. . . . Defendant contends that any underpayment of minimum wages was de minimis and no [sic] recoverable. . . . Defendant argues that it has maintained compliant meal and rest period policies and practices throughout the relevant time period, and that under Brinker it is only required to provide the opportunity to take meal periods and authorize and permit rest periods, not to ensure that breaks are taken. [Citation.] Further, Defendant argues that it informed Aggrieved Employees of their right to take meal and rest periods, and that any failure to take a compliant meal and rest period was the result of employee choice, and not Defendant's policy and/or practice. . . . Defendant maintains that employees do not incur personal expenses, because there is no need or requirement that such expenses be incurred. . . . Defendant asserts that it did not violate any wage statement obligations, and if an inadvertent clerical error did occur, Defendant has strong, good-faith defenses to Plaintiffs direct and derivate wage statement claims. [Citation.] Defendant further maintains that even if the Court awarded PAGA penalties for any of the alleged violations, in the event that Plaintiffs were successful in a judgement based upon the merits, the Court would substantially reduce the penalties based on the discretionary factors in Labor Code 2699(e)(2) . . . (MPA, pp. 9:14-10:20, emphasis original.)

[B]ased on the data provided by Defendant, and assuming Plaintiffs would be able to demonstrate a Labor Code violation in each pay period and assuming the initial violation penalty of $100 per pay period under Labor Code 2699(f)(2), Plaintiff calculates Defendant's potential PAGA exposure as $1,088,000 (i.e., $100 initial violation rate x 10,880 pay periods). Moreover, Defendant raised numerous defenses to Plaintiffs claims, both on the merits and with respect to the amount of penalties that might be awarded. In the face of Defendant's numerous defenses and Defendant's financial condition, Plaintiff discounted the potential exposure by 45% for the risk of failing to prevail on the merits, and an additional 80% discount for the risk of the Court reducing penalties and/or Defendant declaring bankruptcy if litigation continued, to arrive at a realistic exposure of approximately $119,680. Thus, the negotiated settlement of $117,500.00 equals about 98.17% of the realistic potential PAGA exposure. Plaintiffs counsel, in light of significant experience in PAGA actions, believes this Settlement to be fair and adequate for all involved. (Larsen Decl., 25.)

Considering the various rationales provided by Plaintiff, the settlement, which represents 98.17% of the maximum potential PAGA penalties, achieves a good result for the aggrieved employees. (*See* Larsen Decl., 25.)

While the PAGA statute does not expressly require judicial review of claimed attorney fees, the court believes it cannot adequately fulfill its statutory duty to review the penalties associated with PAGA settlements without also considering attorney fees. The court thus finds that it must scrutinize the attorney fee arrangement associated with a PAGA settlement. (*See U.S.*

v. Texas Instruments Corp. (9th Cir. 1994) 25 F.3d 725, 728 [attorney fee award must be considered by the trial court as part of its review of the entire settlement arrangement].)

Plaintiff's counsel seeks a fee award of $39,162.75 (one-third of the gross settlement amount). (Larsen Decl., 26.) Counsel Neil M. Larsen submits evidence of a lodestar of $57,817.50, based on a total of 115.1 hours billed at various rates for attorneys and paralegals working at his and co-counsel's firm. *(Id.* at 28, Ex. 5; see also Declaration of Manny Starr in Support of Motion for Approval of PAGA Settlement (Starr Decl.), 17, Ex. 6.) Taking counsels lodestar calculations together, this results in a negative multiplier, weighing in favor of the reasonableness of the request. (*See Laffitte v. Robert Half Intern. Inc.* (2016) 1 Cal.5th 480, 487-488, 503-504 [trial court did not abuse its discretion in approving fee award of 1/3 of the common fund, cross-checked against a lodestar resulting in a multiplier of 2.03 to 2.13]; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 255 [[m]ultipliers can range from 2 to 4 or even higher]; *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051, fn. 6 [stating that multipliers ranging from one to four are typical in common fund cases and citing the court's own survey of large settlements finding a range of 0.6-19.6, with most (20 of 24, or 83%) from 1.0 4.0 and a bare majority (13 of 24, or 54%) in the 1.5-3.0 range].) The benefits achieved by the settlement justify an award of attorney fees to Plaintiff's counsel and the requested attorney fee award is reasonable. Therefore, the court approves an attorney fees award in the amount of $39,162.75.

Plaintiff's counsel requests reimbursement of litigation costs in the amount of $14,320.56. (*See* Larsen Decl., 30, Ex. 7; Starr Decl., 18, Ex. 6.) $15,000 is the maximum amount set by the agreement. (*See* Larsen Decl., Ex. 1 at p. 5.) The court finds the requested amount to be reasonable and approves litigation costs in the amount of $14,320.56. The settlement administration costs are also approved in the requested amount of $4,950, below the maximum set by the agreement. (See ibid.) Counsel for Plaintiff submits evidence from the proposed settlement administrator supporting an award in the amount requested. (See Declaration of Jodey Lawrence of Phoenix Settlement Administrators in Support of Plaintiffs Motion for Approval of Settlement of Claims, Ex. B.)

A PAGA case is a representative action like a class action, and courts have recognized that an individual's willingness to act as a private attorney general may merit a service award. (*See Rodriguez v. West Publishing Corp.* (9th Cir. 2009) 563 F.3d 948, 959.) However, no service award appears to be sought here.

VI. ADMINISTRATION PROCESS

The parties have selected Phoenix as the settlement administrator. (Larsen Decl., Ex. 1 at p. 1.) No later than twenty-one (21) calendar days after the Effective Date, Defendant shall provide the Settlement Administrator with the Aggrieved Employee Data. Because the Aggrieved Employee Data will contain Social Security numbers, the Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement. Within 7 calendar days of receiving the aggrieved Employees information from Defendant, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the Individual PAGA Payments to each Aggrieved Employee and the data used to calculate said payments, including the number of pay periods each Aggrieved Employee worked during the PAGA Period and the total number of pay periods worked by Aggrieved Employees during the PAGA Period. The Settlement Administrator shall obtain approval from all counsel of the calculations before mailing Individual PAGA Payments. (Larsen Decl., Ex. 1 at p. 7.)

The Settlement Administrator will calculate the amount of the Individual PAGA Payment to be received by each Aggrieved Employee, which will be based on the formula set forth in Section III.7., supra. The Settlement Administrator will send each Aggrieved Employee a check for his or her Individual PAGA Payment along with the explanatory letter. Checks will remain negotiable for 180 days. Each Individual PAGA Payment shall be deemed 100% penalties and reported using IRS Form 1099, with no withholdings taken. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee. Any checks returned as non-deliverable on or before the check-cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other reputable search method using the name, address and/or Social Security number of the Aggrieved Employee involved, and will perform up to a single re-mailing if a new address is located. Funds represented by checks returned as undeliverable after a re-mailing, checks for whom the Settlement Administrator could not locate an updated address after performing a skip trace, and funds represented by checks remaining uncashed more than 180 days after issuance (collectively, Uncashed Checks), shall escheat to the California State Controller's Office for deposit in the Unclaimed Property Fund, in the name of the Aggrieved Employee.

On November 21, 2025, the Settlement Administrator issued payments to: (1) Aggrieved Employees; (2) the LWDA; (3) Plaintiffs Counsels Court-approved attorneys fees and litigation costs; and (4) the Settlement Administrator for Court-approved Settlement administration costs incurred in connection with the Settlement. *See* Declaration of Lluvia Islas on Behalf of Phoenix Settlement Administrators with Respect to Disbursement of Settlement Funds, ¶ 7.

Settlement Class members have 180 days to cash their settlement checks, and the check-cashing deadline is May 20, 2026. *Id.* ¶ 9.

Pursuant to the Settlement Agreement, the Settlement Administrator will deposit all unclaimed property funds to be paid to the California State Controller's Office- Unclaimed Property Fund in the name of Aggrieved Employees n June 2026. *Id.* ¶ 11.

These notice procedures are appropriate and are approved.

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VII. CONCLUSION AND ORDER

Accordingly, the motion for approval of PAGA settlement is GRANTED. The parties ~~shall~~ returned ~~return~~ for a compliance hearing ~~to occur~~ in Department 19 on: February 25, 2026 at 2:30 p.m. All uncashed funds remaining after the check cashing period shall be disbursed per the terms of this Judgment.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: March 6, 2026

By: ______________________

Honorable Theodore C. Zayner

Judge of the Superior Court

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 1700 W. Burbank Blvd., Burbank, CA 91506. On the below date, I served a true copy of the foregoing documents described as:

[PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFFS' MOTION FOR APPROVAL OF SETTLEMENT OF CLAIMS BROUGHT UNDER THE PRIVATE ATTORNEYS' GENERAL ACT

on all interested parties in this action directed as follows:

Richard A. Leasia Jacqueline Menendez **LITTLER MENDELSON, P.C.** 50 W. San Fernando, 7th Floor San Jose, California 95113 rleasia@littler.com nlansdown@littler.com *Attorneys for Defendant* NATIONAL SECURITY INDUSTRIES AND SERVICES, INC.	Emanuel M. Starr **FRONTIER LAW CENTER** 23901 Calabasas Road, Suite 1084 Calabasas, California 91302 manny@frontierlawcenter.com *Attorney for Plaintiff*

/X / (BY ELECTRONIC SERVICE): BY ELECTRONIC TRANSMISSION) I served the foregoing by electronic transmission to the email addresses listed above, pursuant to Cal. Code Civ. Proc. § 1010.6 and Cal. Rules of Court Rule 2.251.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct.

Executed on, March 4, 2026 at Burbank, California.

Delaney Graves