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16 Attorneys for Plaintiff SHANNEN GARNER
17 individually and on behalf of all others similarly situated.

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF SAN BERNARDINO**

20 SHANNEN GARNER, individually and on
21 behalf of all others similarly situated,

22 Plaintiff,

23 v.

24 STRATEGIC SECURITY SERVICES, INC.;
25 and DOES 1 - 50, inclusive,

26 Defendant.

Case Nos.: CIVSB2412063 and CIVSB2420009

Judge: Hon. Charlie Hill
Department: S-30

**DECLARATION OF JAMES HAWKINS IN
SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND PAGA ACTION
SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES**

Date: June 3, 2026
Time: 8:30 a.m.

DECLARATION OF JAMES HAWKINS

I, James Hawkins, declare as follows:

1. I am an individual over the age of 18. I am a partner at the law firm of James Hawkins, APLC. I am one of the attorneys of record for Plaintiff SHANNEN GARNER (hereinafter referred to as “Plaintiff” or “Class Representative”), who commenced this Class and PAGA action on behalf of the Class Members and Aggrieved Employees. I submit this declaration in support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, which Plaintiff filed concurrently herewith, along with the supporting Memorandum of Points and Authorities. I have personal knowledge of the facts set forth below, and if called to testify regarding them, I could and would do so competently.

2. Attached hereto as **Exhibit 1** is a true and correct copy of the executed Class Action and PAGA Settlement Agreement (“Settlement Agreement”) which the Parties ask the Court to approve. Attached to the Settlement Agreement as **Exhibit A** is a true and correct copy of the Court Approved Notice of Class Action Settlement. (“Notice Packet” or “Class Notice”).

3. On April 10, 2024, Plaintiff submitted a letter to the California Labor Workforce Development Agency (the “LWDA”) for civil penalties under the Private Attorney General Act of 2004 (the “PAGA”).

4. On April 10, 2024, Plaintiff filed a putative class action complaint in San Bernardino County Superior Court against Defendant alleging various wage-and-hour violations in the matter *Shannen Garner v. Strategic Security Services, Inc., et al.* (San Bernardino Ct. Case No. CIVSB2412063) (the “Class Action”).

5. On June 24, 2024, Plaintiff filed a separate complaint in San Bernardino County Superior Court against Defendant alleging claims under the Private Attorneys General Act (“PAGA”) based on the same underlying alleged wage-and-hour violations in the Class Action (*Shannen Garner v. Strategic Security Services, Inc., et al.*) ((San Bernardino Ct. Case No. CIVSB2420009) (the “PAGA Action”) (collectively with the Class Action, the “Actions”).

6. The Class Action and PAGA Action both allege that Defendant violated various wage and-hour laws, including: (1) failure to pay wages including overtime and minimum wages as

1 required by Labor Code §§ 510 and 1194; (2) failure to provide meal periods as required by Labor
2 Code §§ 226.7, 512, and IWC Wage orders; (3) failure to provide rest periods as required by Labor
3 Code §§ 226.7, 512; (4) failure to pay timely wages required by Labor Code § 203; (5) failure to
4 provide accurate wage statements required by Labor Code §§ 226, 226.3, 558.1; (6) failure to
5 reimburse necessary business expenses; (7) failure to provide a day of rest; and (8) violation of
6 Business & Professions Code § 17200, et seq.

7 7. On May 21, 2025, the parties attended a private mediation session with experienced
8 mediator, Kevin T. Barnes, and in preparation for the mediation, engaged in written discovery and
9 informal exchanges of information, documents, and voluminous data, which enabled a thorough
10 evaluation of the claims in the Actions, and the likely outcomes, risks, and expense of pursuing
11 litigation. Following the mediation, the Parties reached a settlement. Following mediation, the
12 parties reached a settlement in principle that settled the claims for the Gross Settlement Amount
13 (“GSA”) of \$150,000.00.

14 8. On or about April 9, 2026, for the purposes of this Settlement, the Parties jointly
15 requested that the Court allow Plaintiff to file an amended complaint in the Class Action to
16 consolidate with the related PAGA case. An amended complaint will be filed as soon as the Court
17 enters an Order approving the stipulation to file the amended consolidated complaint.

18 9. Defendant denies that they’ve engaged in any misconduct in connection with the
19 wage-and-hour practices associated with the Class Members (inclusive of the Aggrieved
20 Employees). Defendant further deny that Defendant have any liability of any kind associated with
21 the claims alleged in the Actions. Defendant contend that Defendant have complied with both
22 federal and state wage-and-hour laws, and all other laws regulating its relationship with the Class
23 Members and the Aggrieved Employees, including the Named Plaintiff.

24 10. Class Counsel has investigated the facts relating to the Actions. Settlement
25 discussions were conducted at arm's length during a full-day mediation with a neutral third-party
26 mediator Kevin T. Barnes, Esq., and numerous subsequent settlement discussions, which ultimately
27 led to Settlement, of which is placed before this Court for approval.

28

1 11. Settlement is the result of an informed and detailed analysis of Defendant's potential
2 liability and exposure in relation to the costs and risks associated with continued litigation and
3 considering its financial position including review of business and personal tax returns and profit
4 and loss statements . Based on the documents and data produced, as well as Class Counsel's own
5 independent investigation and evaluation, Class Counsel believes that the Settlement documented
6 by this Settlement Agreement is fair, reasonable, and adequate, and in the best interest of the Class
7 in light of all known facts and circumstances, including the risk of significant delay and defenses
8 asserted to the merits of the Actions and Defendant's financial condition. While Defendant
9 specifically denies any liability in the Actions, Defendant has agreed to enter into this Settlement to
10 avoid the costs associated with defending the Actions.

11 12. In summary, Plaintiff's Counsel performed a thorough investigation into the claims
12 at issue, which included: (1) determining Plaintiff's suitability as private attorneys general and class
13 representative through interviews, background investigations, and analyses of employment files and
14 related records; (2) evaluating all of Plaintiff's potential representative claims; (3) researching
15 similar wage and hour class actions as to the claims brought, the nature of the positions, and the type
16 of employer; (4) reviewing Defendant's employment policies and practices; (6) researching
17 settlements in similar cases and the prior settlement in this case; (7) evaluating Plaintiff's claims
18 and estimating Defendant's liability for purposes of settlement; (8) drafting the mediation brief; and
19 (9) participating in the mediation.

20 13. By engaging in such a thorough investigation and evaluation of Plaintiff's claims,
21 Plaintiff's Counsel can opine that the Settlement, for the consideration and on the terms set forth in
22 the Settlement Agreement, is fair, reasonable, an adequate, and is in the best interests of Class
23 Members in light of all known facts and circumstances, including the risk of significant delay and
24 uncertainty associated with litigation, and various defenses asserted by Defendant.

25 14. The Parties agreed to settle this matter for a Gross Settlement Amount ("GSA") of
26 \$150,000.00 payable over approximately 19 payments. Plaintiff's counsel balanced the terms of the
27 proposed Settlement against the risk of litigation and probable outcome at the class certification
28 stage, and if any Class were certified, at trial. Based on their own respective independent

1 investigations and evaluations, and after taking into account the sharply disputed factual and legal
2 issues involved in this matter, the risks attending further prosecution of the case, and the monetary
3 benefits received under the Settlement despite the questionable nature of the claims, Plaintiff's
4 counsel is of the opinion that Settlement for the consideration and on the terms set forth in the
5 Settlement Agreement is fair, reasonable and adequate and is in the best interests of Plaintiff and
6 the Class. Counsel for the Parties investigated the applicable law as applied to the facts discovered
7 regarding the claims of Plaintiff, Defendant's defenses thereto and the damages claimed by Plaintiff
8 on behalf of the Settlement Class.

9 15. The GSA includes, subject to Court approval, (1) attorneys' fees in the amount of
10 \$50,000.00 and reimbursement of reasonable litigation costs and expenses not to exceed \$20,000.00
11 to Class Counsel ("Attorneys' Fees and Costs"); (2) Named Plaintiff Class Representative Service
12 Payment in the amount of \$6,500.00 to the Named Plaintiff ("Class Representative Service
13 Payment"); (3) fees and expenses of administration of the Settlement to the Settlement
14 Administrator in an amount of \$5,950.00 ("Administrator Costs"); (4) \$10,000.00 to PAGA with
15 twenty-five percent (25%) share of the PAGA Penalties to be a part of the Net Settlement Amount
16 that will be distributed to PAGA Settlement Members in the amount of \$2,500.00; and (5) the
17 seventy-five percent (75%) share of PAGA Penalties ("LWDA Payment") in the amount of
18 \$7,500.00 to the California Labor and Workforce Development Agency ("LWDA"). **The Entire**
19 **Gross Settlement Amount will be paid to all Settlement Class Members who do not opt out of**
20 **the Settlement Class, and without the need to submit claims for payment.** After deductions, the
21 Net Settlement Amount ("NSA") is estimated to be approximately **\$57,550.00**. The Settlement
22 Class Members are to be paid based from the NSA on a pro rata basis based upon the weeks each
23 class member worked in comparison to the total work weeks worked by all Class Members.

24 16. The Settlement was negotiated and based upon the representation at the time of
25 mediation that there were approximately 120 Class Members who worked a 4,574 non-exempt
26 workweeks during the period Class Period and approximately 120 employees who worked
27 approximately 2,880 PAGA Pay Periods during the PAGA Period.

28 17. Fairness of the Settlement is demonstrated by the uncertainty and risks to Plaintiff

involved both in not prevailing on one or more of the causes of action or theories alleged in the operative Complaints and in non-certification, and if successful, Defendant disputes the ability of Plaintiff to certify a class in this case. Defendant also argued it maintained lawful written policies that were provided to the class members and enforced those policies. Yet, despite the defenses proffered by Defendant, the proposed Settlement commits Defendant to pay each Class Member a portion of the NSA. The amount to be paid to the Classes is fair, adequate and reasonable given the significant risk to Plaintiff and the Class in continuing with the litigation and not prevailing on their claims at class certification or at trial or not being paid anything even if trial was successful.

18. The thrust of this case centered around Defendant's on duty MP and RP policies as it was admitted all employees are on duty. Plaintiff's counsel was able to provide an analysis through this viewpoint along with other relevant data points, to come up with a damage model to determine Defendant's exposure for the class and PAGA penalties.

19. Although Plaintiff's Counsel believes the class claims are strong, Plaintiff's Counsel also recognize that if the litigation had continued, they may well have encountered significant legal and factual hurdles as well as Defendant's financial hurdles that could have prevented the Class from obtaining any recovery.

20. To be sure, a number of cases have found wage and hours actions to be especially amenable to class resolution. However, some courts have gone the other way, finding that some of the very claims at issue here-especially meal period and rest period violations-were not suitable for class adjudication because they raised too many individualized issues. *See Duran v. US. Bank National Association*, 59 Cal. 4th 1, 31 (2014) (reversing a verdict from a class trial); *Ali v. US.A. Cab Ltd.*, 176 Cal. App. 4th 1333, 1341 (2009) (affirming denial of certification because employees' declarations attesting to having taken meal and rest periods demonstrated that individualized inquiries were required to show harm); *Campbell v. Best Buy Stores, L.P.*, 2013 U.S. Dist. LEXIS 137792, at *30- 41 (C.D. Cal. Sept. 20, 2013) (following *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack of uniform policy); *Jimenez v. Allstate Ins. Co.*, 2012 U.S. Dist. LEXIS 65328 (C.D. Cal. Apr. 18, 2012) (denying motion to certify meal and rest period classes based on employer's practice of understaffing and overworking

employees); *Gonzalez v. Officemax NA.*, 2012 U.S. Dist. LEXIS 163853 (C.D. Cal. Nov. 5, 2012) (same); *Brown v. Fed. Express Corp.*, 249 F.R.D.580, 587-88 (C.D. Cal. 2008) (denying certification of driver meal and rest period claims based on the predominance of individual issues); *Kenny v. Supercuts, Inc.*, 252 F.R.D. 64 I, 645 (N.D. Cal. 2008) (denying certification on meal periods claim); *Blackwell v. Skywest Airlines, Inc.* , 245 F.R.D. 453, 467- 68 (S.D. Cal. 2007) (declining to certify class action because individual issues predominated when different employee stations provided different practices with respect to meal periods).

21. Some courts have denied certification even when an employer's policies are unlawful on their face. For instance, in *Ordonez v. Radio Shack, Inc.*, 2013 U.S. Dist. LEXIS 7868, *35-41 (C.D. Cal. Jan. 17, 2013), the court denied certification even though the plaintiff submitted evidence of a facially unlawful policy regarding rest breaks. The *Ordonez* court concluded that the predominance and superiority elements were not met based on the employer's presentation of anecdotal evidence of lawful compliance notwithstanding the unlawful policy. *Id.* at *38-40. And it should be underscored that that claims which are amendable to certification can be disposed of by motion for summary judgment. *See Loudy v. Eden Med. Ctr.*, 2013 U.S. Dist. LEXIS 122873, **36-53 (N.D. Cal. Aug. 28, 2013) (granting summary judgment on wage statement claim because plaintiff could not show injury due to defects and that incorrect wage information is not willful).

22. As the above examples illustrate, the prospect of certifying a wage and hour action is always uncertain, and the risk of being denied class certification militates in favor of settlement. A denial of class certification effectively forecloses continued litigation, as neither the individual nor his or her attorney will have any incentive to proceed with an individual case when such small claims are at stake. *See In re Baycol Cases I & II*, 51 Cal. 4th 751, 758 (2011) (explaining that a dismissal of class claims is effectively the "death knell" of the case, despite survival of individual claims). In other words, for cases where individual damages are relatively small, denial of class certification results in a near-complete loss for Plaintiff as well as no recovery for the employees, who are shut out of the action. Thus, if the putative Class had not been certified, the value of Plaintiff's case would have been reduced to a fraction of the value of this Settlement; indeed, Defendant would likely have offered no money to settle the class-wide claims if certification had

1 been denied.

2 23. Finally, early resolution saves time and money that would otherwise go to litigation.
3 The Parties' resources, as well as the Court's, will be further taxed by continued litigation. And if
4 this action had settled following additional litigation, the settlement amount would likely have taken
5 into account the additional costs incurred, and there may have been less available for Class
6 Members. Cost savings is one reason why California policy strongly favors early settlement. *See*
7 *Nemy v. Regents of University of California*, 3 Cal. 4th 273, 277 (1992) (explaining the high value
8 placed on settlements and observing that "[s]ettlement is perhaps most efficient the earlier the
9 settlement comes in the litigation continuum."). This concern also supports settlement.

10 24. Further, beyond the risk of an adverse ruling on the merits or certification, Class
11 Counsel considered the fact that continued litigation would likely take years and would be extremely
12 expensive given the breadth and complexity of the claims and also considering Defendant's financial
13 condition. In this case, post-trial and appellate proceedings are likely to occur, which will surely
14 drag the case far into the future even with a positive trial result. When facing a distant and unsure
15 resolution of the allegations in this action, the swift, sure and substantial Settlement is all the more
16 reasonable. Avoiding such costly litigation in favor of more immediate benefits to the Class was a
17 consideration favoring settlement. Given these realities, it is highly likely that the future expense
18 of this litigation, and its likely duration if the settlement is not approved, would be significant and
19 weigh heavily in favor of approval of this settlement.

20 25. The GSA is well within the acceptable range of reasonableness for the claims of the
21 Settlement Class Members. Based upon detailed data obtained through both formal and informal
22 discovery and information exchanges, there are approximately 120 class members who worked
23 approximately 4,574 workweeks during the Class Period.

24 26. Plaintiff contends that the strongest claims are Defendant's failure to provide
25 Plaintiff and the Class with duty free meal and rest periods. The average weighted hourly rate was
26 \$20.00. The average weighted OT rate was approximately \$30.00. There was an average of 6 work
27 shifts worked per workweek by Class Members with approximately 8.5 hours worked per shift..

28 27. Here, the off the clock claims for the Class Period was valued at approximately

1 \$411,660.00 assuming half hour per shift at an OT rate of \$30.00 for a total of about 27,444 shifts.
2 This calculation assumed a 100% violation rate for off the clock claims. The meal period claim
3 analysis confirmed approximately 100% violation rate taking into account unlawful on duty meal
4 periods and rest periods and was valued at approximately \$548,880 for meal periods (27,444
5 possible shifts shifts X \$20.00). The rest period claim analysis provided for a 100% violation rate
6 for approximately 27,444 rest period violations and an estimated damages valued at approximately
7 \$548,880.00 (27,444 shifts X \$20.00). The reimbursement claims provided little to no value and the
8 reimbursement claims appeared to be limited in scope, and not a class-wide issue affecting the
9 majority of employees. Assuming a reasonable \$50 monthly reimbursement value for personal
10 phone usage and uniform purchases, the claim for total unreimbursed business expenses would be
11 approximately \$7,250.00. Further, Defendant provided a company t-shirt as a portion of the
12 uniform. The waiting time penalty is valued at approximately \$575,700.00 for approximately 101
13 terminated employees. The LC 226 claim was valued at approximately \$101,400.00 in the wage
14 statement LC 226 period. Lastly, the PAGA penalties for the above-described violations, were
15 valued at approximately \$288,000 assuming one violation per pay period at approximately \$100 per
16 pay period for approximately 2,880 PAGA Pay Periods and 72 Aggrieved Employees. Of course,
17 this number could increase and or decrease drastically, depending on the ability of Plaintiff to prove
18 its practices were intentional or in bad faith. Evidence uncovered during the investigation seems to
19 demonstrate such a showing may be not be possible as to each and every alleged violation given the
20 facts that were uncovered. Of course, on the high end, the PAGA penalties could exceed or reach
21 close to double if not more in penalties for two violations if stacking were allowed, and if an
22 intentional violation could be proven for each and very pay period.

23 28. Of course, these penalties discussed above could be greatly reduced given the various
24 good faith defenses available to Defendant. For instance, Defendant could argue that given its
25 policies in place, given its payment of overtime and double time, and policies in place at the time,
26 there is no bad acts that can be proven to subject Defendant to penalties. Defendant could also argue
27 that if it could defeat Plaintiff's unpaid wage claims for instance, and, because the waiting time
28 penalty claims were derivative of the unpaid wages and meal period claims, Plaintiff's Labor Code

§ 203 would fail.

29. Defendant raised a host of strong defenses both as to class certification and on the merits. For instance, Defendant argued that it maintained a policy which required the Class Members to keep accurate records and that any “off-the-clock” claims would require exactly the type of individualized assessments that preclude class certification. As to the wage claim, Defendant claimed that Plaintiff and the Class would be unable to show the requisite “injury” to impose liability, and the wilfulness prong for any penalties under 203 or ill will or bad faith under PAGA such that substantial penalties would not be awarded.

30. In sum, when factoring in the defenses and risks of ongoing litigation, and Defendant’s financial condition, Plaintiff estimates the risk-adjusted class recovery based on 50% risks for continued litigation and not recovering on one or more of the alleged claims as follows:

• Unpaid Wage Claims	\$205,830.00
• Waiting Time Penalty Claims	\$287,850.00
• Unreimbursed Expenses	\$3,625.00
• Meal and Rest Break Claims	\$548, 880.00
• Wage Statement Claims	\$50,700.00
• PAGA	\$144,000.00
• Total Risk Adjusted Penalties and Damages	\$1,240,885.00

31. As a result, the GSA of \$150,000.00 represents a reasonable recovery and accounts for a range of approximately 8.27% to 38% of the alleged ranges of damages including an adjusted risks exposure of 50% of the overall potential value including penalties and damages. This recovery could easily be much higher if at trial PAGA penalties were reduced or damages for certain pay periods or workweeks could not be proven for certain individuals. The proposed GSA is within the “ballpark of reasonableness” and should be approved. Counsel for Plaintiff believes that this is a fair and reasonable Settlement in light of the complexities of the case, the state of the law and uncertainties of class certification and litigation, the policies and practices Defendant have had in place or implemented during the purported liability period, Defendant’s ability to pay any verdict or settlement, and the benefit to be recovered for the Class. Further, the penalties of the maximum exposure accounted for over 38% of the possible exposure. Certainly, an adjusted risk exposure was

1 justified. Given the risks inherent in litigation and Defendant's financial viability, this settlement is
2 fair, adequate, and reasonable and is in the best interests of the Settlement Class and should be
3 preliminarily approved.

4 32. Based on the estimated Net Settlement Amount of \$55,050.00, on average each
5 Settlement Class Member will receive approximately **\$458.75** per Settlement Class Member. The
6 highest amount a Settlement Class Member will receive is approximately **\$3,204.30** based upon
7 \$12.03 per workweek after deductions, multiplied by approximately 266 maximum possible
8 workweeks in the Class Period for one Class Member. The lowest payment is estimated to be
9 approximately **\$12.03** for someone who worked only one workweek. To the extent any amount for
10 Attorneys' Fees, Costs, Claims Administration Costs or Enhancement Payment are not awarded, the
11 difference in those amounts will be added to the NSA. This is a guaranteed amount of money paid
12 to Settlement Class Members now, rather than the continued risk of further litigation and receiving
13 no money sometime in the far future and after trial and appeals.

14 33. The Aggrieved Employees who worked during the PAGA period will be paid an
15 Individual PAGA Payment based upon a pro rata share of the number of pay periods each PAGA
16 member worked compared to the total pay periods worked by all PAGA Settlement Members during
17 the PAGA period of approximately 2,880 PAGA pay periods. As a result, there are approximately
18 120 Aggrieved Employees who will each receive on average approximately \$20.83. The lowest
19 value is approximately \$0.87 for one pay period worked.

20 34. The Class Representative has provided extensive supporting documents and assisted
21 Class Counsel in developing information necessary to litigate and settle this case. Plaintiff also
22 conducted record review and consultation with counsel in preparation for mediation, and to assist
23 in evaluating and proving the claims. The settlement provides for an Enhancement Payment to be
24 paid to the Class Representative in the amount of \$6,500.00, subject to Court approval. The purpose
25 is to compensate the Class Representative an additional incentive payment, or service award, for
26 taking into consideration the risks, time, effort and expenses incurred in coming forward to provide
27 invaluable information and negotiate and litigate this matter on behalf of all Settlement Class
28 Members who otherwise, would probably not file their own individual claims to recover what may

1 be relatively low damages. Further, the Payment of \$6,500.00 as an Enhancement Service Payment
2 to the Class Representative is a very fair and justified as part of the Settlement based on the risks
3 Plaintiff has taken and benefits conferred upon the Settlement Class.

4 35. Class certification, as requested by the Parties for the purposes of the settlement only,
5 should be granted because Plaintiff alleges that the proposed Settlement Class Members' claims all
6 stem from the same alleged conduct, i.e., that Defendant violated California law because they: (1)
7 failure to pay wages including overtime and minimum wages as required by Labor Code §§ 510
8 and 1194; (2) failure to provide meal periods as required by Labor Code §§ 226.7, 512, and IWC
9 Wage orders; (3) failure to provide rest periods as required by Labor Code §§ 226.7, 512; (4) failure
10 to pay timely wages required by Labor Code § 203; (5) failure to provide accurate wage statements
11 required by Labor Code §§ 226, 226.3, 558.1; (6) failure to reimburse necessary business expenses;
12 (7) failure to provide a day of rest; and (8) violation of Business & Professions Code § 17200, et
13 seq. In addition to compensatory damages, Plaintiff and the Settlement Class seek attorneys' fees,
14 costs, and interest. Under these specific circumstances, the commonality requirement for class
15 certification is satisfied. The typicality requirement for certification is also met as it is alleged that
16 the Class Representative and the proposed Settlement Class were subjected to similar violations
17 based upon similar conduct, policies and practices of the Defendant regardless of their duties.

18 36. The adequacy requirement for certification is also met. The Class Representative
19 and Class Counsel have prosecuted this action vigorously on behalf of the Settlement Class. The
20 Class Representative will receive a reasonable award for the time and effort spent assisting Class
21 counsel with factual issues surrounding the case. Other than this specific payment to the Class
22 Representative, all of the Settlement Class Members will receive a proportionate share of the NSA,
23 as detailed above provided they do not exclude themselves. Further, all Aggrieved Employees
24 during the PAGA Period will receive their pro rata share of PAGA Penalties. As a result, there is
25 no conflict of interest between the Class Representative and the Settlement Class Members. Further,
26 the NSA will be fairly distributed among Participating Class Members, and no "settlement
27 allocation" questions will be raised.

28 37. Common questions of law and fact predominate over individual questions and class-

1 wide treatment of this dispute is superior to individual litigation. Plaintiff alleges that the proposed
2 Settlement Classes in this case are sufficiently cohesive, since all Settlement Class Members share
3 a common nucleus of facts and potential legal remedies, and since all of the Settlement Class
4 Members and the Class Representative seeks compensation for unpaid wages and other civil and
5 statutory penalties from Defendant for the allegations described in the Complaints. Common
6 questions about compensation or lack thereof for work performed by Settlement Class Members and
7 the Settlement Class Members' potential legal remedies are identical. The alternative method of
8 resolution is individual claims for relatively small amounts of damages, but individual cases would
9 be uneconomical for potential plaintiffs because the cost of litigation dwarfs potential recovery.
10 Therefore, a class action is the preferred method of resolution.

11 38. The class notice plan here calls for ILYM Group Inc. ("ILYM") to mail a Notice of
12 Class Action settlement to all known and reasonably ascertainable Settlement Class Members based
13 on Defendant's records. Further, the Settlement Administrator will conduct a skip-trace and use all
14 reasonable efforts to locate Settlement Class Members and will re-mail all returned envelopes with
15 forwarding addresses. The notice is consistent with the class certification notices approved by
16 numerous state and federal courts, and is the best notice practicable under circumstances of this
17 case. The proposed Settlement Class Members are ascertainable because all of the Settlement Class
18 Members have worked for Defendant during the Class Period and can be identified through
19 Defendant's records.

20 39. ILYM is experienced in administering class action settlements and has provided a
21 flat-fee proposal to administer this settlement for \$5,950.00.

22 40. The Notice also fulfills the neutrality requirement. It summarizes the proceedings to
23 date and the terms and conditions of the Settlement in an informative and coherent manner, and is
24 accurate, objective, and understandable to Settlement Class Members, as is required under
25 prevailing precedent. The Notice clearly states the Settlement does not constitute an admission of
26 liability by Defendant and recognizes the Court has not ruled on the merits. It also states the final
27 settlement approval decision has yet to be made. The Notice also clearly instructs the Settlement
28 Class Members on how to object or exclude themselves from the Settlement. Therefore, Settlement

1 Class Members will have the option to participate or exclude themselves simply by mailing a request
2 to exclude themselves. The Settlement Class consists of non-exempt employees who speak English.
3 Thus, the Notice of Class Action is drafted in a manner that is likely to be readily understood by the
4 Settlement Class. Accordingly, the Notice complies with the standards of fairness, completeness
5 and neutrality required of a Notice of Class Action Settlement. The Notice therefore is neutral,
6 objective and understandable.

7 41. I have a great deal of experience in wage and hour class action litigation. I have
8 obtained certification of several classes, I have been approved as class counsel in many other
9 wage/hour class actions, and I am currently litigating numerous others. Although not an all-
10 inclusive list, over the years I have prosecuted the following class action matters as lead and/or co-
11 lead counsel, all of which implicated similar law and facts to those associated with this action:

12 a. *Aguilar v. 7-Eleven, Inc.*, et. al., Orange County Superior Court- Case No.: 30-
13 2009-00268714-CU-OE-CXC. Certified Wage and Hour Class action seeking premium
14 wages for meal period and rest periods and resultant penalties. Class Notice pending.

15 b. *Carey, et. al. v. Arthur J. Gallagher*, et. al., USDC, SOUTHERN DISTRICT- Case
16 No.: 09-cv-0168. Wage and Hour Class action seeking past wages of overtime for mis-
17 classification of insurance claims adjusters employed by Gallagher Bassett, a third
18 party administrator (TPA) in the State of California. Certification granted. Plaintiffs'
19 counsel co-lead counsel. Case settled, Final Approval granted, no objections and funds
20 fully distributed.

21 c. *Dao v. 3M Company*, et al. USDC, CENTRAL DISTRICT, Case No. CV-08-
22 04554. Wage and Hour Class Action case seeking past wages for "off the clock",
23 overtime and meal and rest break violations for production workers in the State of
24 California. Plaintiffs' Counsel appointed as Lead Counsel. Case settled, Final
25 Approval granted, no objections and funds fully distributed.

26 d. *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
27 Wage and Hour Class Action case seeking past wages for meal and rest period
28 violations for retail employees in the State of California. Plaintiffs' counsel appointed

1 co-lead counsel. Case settled, Final Approval granted, no objections and funds fully
2 distributed.

3 e. *Morgan v. Aramark Campus, LLC*, USDC, CENTRAL DISTRICT, Case No.
4 SACV08-00412. Wage and Hour Class Action case seeking past wages for meal and
5 rest period violations for retail employees in the State of California. Plaintiffs'
6 Counsel appointed as Lead Counsel. Case settled, Final Approval granted, no
7 objections and funds fully distributed.

8 f. *West v Iron Mountain Information Management, Inc, et. al.*; Los Angeles County
9 Superior Court, Case No. BC393709. Wage and Hour Class Action seeking past
10 wages for overtime, meal and rest break violations for driver employees in the State of
11 California. Settlement for "binding arbitration." Arbitration Award for Plaintiff Class.
12 Arbitration Award confirmed. Plaintiffs' counsel, lead trial counsel and class counsel.

13 g. *Gonzalez v. Superior Industries Inter, Inc., et al.*, Los Angeles County Superior
14 Court, Case No. BC 357912. Wage and Hour Class Action seeking past wages for
15 overtime, meal and rest breaks violations for production employees in the State of
16 California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval
17 granted, no objections and funds fully distributed.

18 h. *Acosta v. Fleetwood Travel Trailers of California, Inc., et al.*, Riverside County
19 Superior Court, Case No. RIC 440630. Wage and Hour Class Action seeking past
20 wages for overtime, meal and rest break violations for production employees in the
21 State of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled,
22 Final Approval granted, no objections and funds fully distributed.

23 i. *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No. 05CC00293.
24 Wage and Hour Class Action seeking past wages for unlawful deductions, meal and
25 rest break violations for restaurant employees in the State of California. Plaintiffs'
26 counsel appointed as lead counsel. Case settled, Final Approval granted and funds
27 fully distributed.

28 j. *Padron v. Universal Protection Service, et al*, Orange County Superior Court, Case

1 No. 05CC00013. Wage and Hour Class Action seeking past wages for overtime, meal
2 and rest break violations for security officers in the State of California. Plaintiffs'
3 counsel appointed as co-lead counsel. Case settled, Final Approval granted, no
4 objections and funds fully distributed.

5 k. *Martinez v. Securitas Security Services USA, et al.*, Santa Clara Superior Court,
6 Case No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action
7 seeking past wages for meal and rest break violations for security officers employed by
8 defendant in the State of California. Plaintiffs' counsel and co-counsel. Case settled,
9 Final Approval granted and funds fully distributed.

10 l. *Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.*, Riverside Superior Court,
11 Case No. RIC 420909. Wage and Hour Class Action seeking past wages for overtime,
12 meal and rest break violations for housekeepers employed by defendant in the State of
13 California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval
14 granted, no objections and funds fully distributed.

15 m. *Ruiz, et al. v. Unisource Worldwide, Inc., et al.*, USDC, CENTRAL DISTRICT,
16 Case No. CV09-05848. Wage and Hour Class Action seeking past wages for meal and
17 rest period violations for non-exempt employees employed by defendant in the state of
18 California. Case settled. Awaiting Preliminary Approval hearing. Plaintiff has
19 petitioned the Court for Lead Counsel.

20 n. *Herrador v. Culligan International Company, et al.*, USDC, CENTRAL
21 DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action seeking past wages
22 for field and branch employees of defendant in the State of California. Plaintiffs'
23 counsel appointed as lead counsel. Case settled and awaiting Final Approval.

24 o. *Defries v. Domain Restaurants, et al.*, Orange County Superior Court, Case No.
25 05CC00128. Wage and Hour Class Action seeking past wages for restaurant
26 employees of defendant in the State of California. Plaintiffs' counsel appointed as lead
27 counsel. Case settled, Final Approval granted, no objections and funds fully
28 distributed.

1 p. *Denton v. BLB Enterprises, Inc., et al.*, Orange County Superior Court, Case No.
2 07CC01292. Wage and Hour Class Action seeking unpaid overtime, meal and rest
3 break violations for security guards employed by defendant in the State of California.
4 Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval granted, no
5 objections and funds fully distributed.

6 q. *Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.*, Los Angeles Superior
7 Court, Case No. BC411477. Wage and Hour Class Action seeking unpaid meal and
8 rest break violations for production employees employed by defendant in the State of
9 California. Plaintiff counsel appointed as lead counsel. Case settled, Final Approval
10 granted, no objections and funds fully distributed.

11 r. *McMurray v. Dave and Busters, Inc.*, et al., Orange County Superior Court, Case
12 No. 06CC00099. Wage and Hour Class Action seeking past wages for meal and rest
13 break violations for restaurant employees employed by defendant in the State of
14 California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final
15 Approval granted, no objections and funds fully distributed.

16 s. *Osuna v. DFG Restaurants, Inc.*, et al., Los Angeles Superior Court, Case No. BC
17 330145. Wage and Hour Class Action seeking past wages of overtime for mis-
18 classification of managers employed by Defendant, DBA Carl's Jrs. in the State of
19 California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final
20 Approval granted, no objections and funds fully distributed.

21 t. *Burns v. Gymboree Operations, Inc.*, et al., San Francisco Superior Court, Case No.
22 CGC-07-461612. Wage and Hour Class Action seeking past wages for meal and rest
23 break violations for retail employees employed by defendant in the State of California.
24 Plaintiffs' counsel appointed lead counsel. Case settled, Final Approval granted, no
25 objections and funds fully distributed.

26 u. *Willems v. Diedrich Coffee, Inc.*, et al., Orange County Superior Court, Case No.
27 07CC00015. Wage and Hour Class Action seeking past wages of overtime for mis-
28 classification of managers employed by Defendant in the State of California.

1 Plaintiffs' counsel appointed lead counsel. Case settled, Final Approval granted, no
2 objections and funds fully distributed.
3 v. *Davila, et al. v. Beckman Coulter, Inc., et al.*, Orange County Superior Court, Case
4 No. 07CC01347. Wage and Hour Class Action seeking past wages for overtime, meal
5 and rest break violations for production workers employed by defendant in the State of
6 California. Plaintiffs' counsel appointed lead counsel. Case settled; final approval
7 granted; no objections and funds fully distributed.
8 w. *Perez v. Naked Juice Company of Glendora, Inc.*, Los Angeles Superior Court,
9 Case No. BC387088. Wage and Hour Class Action seeking past wages for overtime,
10 meal and rest period violations for production employees employed by defendant in the
11 State of California. Plaintiff counsel appointed as lead counsel. Case settled, Final
12 Approval granted, no objections and funds fully distributed.

13 42. Here, the Parties' agreement to pay Class Counsel Fees of 33.3% of the GSA is
14 reasonable. My firm and I have been the only counsel to represent Plaintiff and the Settlement Class
15 in this matter, and we have borne the entire risk and cost of this litigation on a pure contingency fee
16 basis. The legal issues raised drew significantly upon my experience and the extensive review and
17 analysis of documents and information by me and others at my firm. In a complex action such as
18 this, the proposed attorneys' fees are, at the very least, on the low side of the market rate for
19 contingency fees.

20 43. At this juncture, with the addition of more hours due to the administration of the
21 Settlement by Class Counsel, administration of the Settlement, and preparation for final approval,
22 counsel for plaintiff will provide a detailed analysis of its time in advance of the final approval
23 hearing. Plaintiff's counsel will file a motion for attorneys' fees and costs to be heard concurrently
24 with the motion for final approval in accordance with the terms of the settlement agreement.

25 44. Despite the complexity of the case, Class Counsel has, through the investment of
26 substantial effort and the resources of my law firm been able to secure an outstanding settlement on
27 behalf of the Settlement Class. Plaintiff would have faced substantial legal and factual obstacles in
28 demonstrating that class certification was appropriate. Plaintiff would also have been required to

1 establish a significant amount of witness testimony, pattern and practice evidence, statistical
2 evidence, sampling evidence, expert testimony, and other evidence in order to present their case
3 both at the class certification stage and trial. Defendant vigorously contested liability, the amount
4 of claimed damages, and the propriety of class certification, and would have continued to do so
5 through trial. Accordingly, I believe the Settlement to be fair, reasonable, and adequate and in the
6 best interests of the Settlement Class. The fairness and adequacy of the Settlement is confirmed by
7 all known facts and circumstances, including the risk of significant delay and uncertainty associated
8 with litigation, the various defenses asserted by Defendant, and numerous potential appellate issues.

9 I declare under penalty of perjury that the foregoing is true and correct. Executed on April
10 23, 2026 at Irvine, California.

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12 James R. Hawkins
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EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement” or “Settlement”) is made by and between plaintiff Shannen Garner (“Plaintiff”), and Defendant Strategic Security Services, Inc. (“Defendant” or “Strategic Security”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as a “Party.”

1. DEFINITIONS.

- 1.1 “Actions” collectively means (1) plaintiff Shannen Garner’s lawsuit alleging wage and hour violations against Defendant on behalf of a putative class captioned *Shannen Garnder v. Strategic Security Services, Inc., et al.*, San Bernardino County Superior Court Case No. CIVSB2412063, initiated on April 10, 2024 (“*Garner Action I*”); and (2) plaintiff Shannen Garner’s lawsuit alleging wage and hour violations against Defendant pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”) captioned *Shannen Garnder v. Strategic Security Services, Inc., et al.*, filed in the San Bernardino County Superior Court Case No. CIVSB2420009, initiated on June 24, 2024 (“*Garner Action II*”).
- 1.2 “Administrator” means ILYM Group Inc., the neutral third-party entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employees” means all current and former non-exempt employees of Defendant who worked for Defendant in California during the PAGA Period.
- 1.5 “Class” means all current and former non-exempt employees of Defendant who worked for Defendant in California during the Class Period.
- 1.6 “Class Counsel” means James Hawkins APLC.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means Class Member and Aggrieved Employees’ identifying information in Defendant’s possession, including the Class Member’s and/or Aggrieved Employees’ name, last-known mailing address, Social Security number, and number of Class Workweeks and PAGA Pay Periods.
- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of

Address database, skip traces, and direct contact by the Administrator with Class Members.

- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period from April 10, 2020 through May 21, 2025 or the date the Court Preliminarily approves the Settlement.
- 1.13 “Class Representative” means the named plaintiff Shannen Garner in the Actions seeking Court approval to serve as Class Representative.
- 1.14 “Class Representative Service Payment” means the payment to the Class Representative for initiating his respective Action(s) and providing services in support of the Actions.
- 1.15 “Class Workweek(s)” means the number of weeks in the Class Period during which a Class Member worked as a current and former non-exempt employee of Defendant who worked for Defendant in California for at least one day. Class Workweeks shall be calculated according to Strategic Security’s records.
- 1.16 “Court” means the Superior Court of California, County of San Bernardino.
- 1.17 “Defendant” means named Defendant Strategic Security Services, Inc.
- 1.18 “Defense Counsel” means Jorden Buechner & Serranzana, APC.
- 1.19 “Effective Date” means either (a) the date 60 days after the Court enters Judgment on its Order Granting Final Approval of the Settlement, if no motions for reconsideration and no appeals or other efforts to obtain review have been filed, or (b) in the event that a motion for reconsideration, an appeal, or other effort to obtain review of the Judgment, the date sixty (60) days after such reconsideration, appeal, or review has been finally concluded and is no longer subject to review, whether by appeal, petition for rehearing, petition for review or otherwise.
- 1.20 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.21 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.22 “Gross Settlement Amount” means \$150,000.00, which is the total amount Defendant agrees to pay for any and all purposes in full and final Settlement of this matter. The Gross Settlement Amount will be used to pay the Individual Class Payments, Individual PAGA Payments, LWDA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses Payment.
- 1.23 “Individual Class Payment(s)” means a Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Class Workweeks the Participating Class Member worked as a current or former non-

exempt employee of Defendant's who worked in California during the Class Period.

- 1.24 "Individual PAGA Payment(s)" means an Aggrieved Employees' share of 25% of the PAGA Settlement Amount calculated according to the number of PAGA Pay Periods the Aggrieved Employee worked as a current or former non-exempt employee of Defendant who worked for Defendant in California during the PAGA Period.
- 1.25 "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.26 "LWDA" means the California Labor & Workforce Development Agency.
- 1.27 "LWDA Payment" means the 75% of the PAGA Settlement Amount paid to the LWDA.
- 1.28 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the Individual PAGA Payments, the LWDA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29 "Non-Participating Class Member(s)" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30 "PAGA Settlement Amount" means the amount the Parties agree to allocate to the Aggrieved Employees and the California Labor and Workforce Development Agency ("LWDA") in connection with the resolution of the PAGA claims in the PAGA Action. The Parties agree that the total amount (\$10,000.00) of PAGA civil penalties is to be paid from the Gross Settlement Amount, allocated as 25% to the Aggrieved Employees (\$2,500.00) and 75% to the LWDA (\$7,500.00) in settlement of the PAGA claims.
- 1.31 "PAGA Period" means from the period from April 10, 2020 through May 21, 2025 or the date the Court preliminarily approves the Settlement.
- 1.32 "PAGA Notice" means the notice dated April 10, 2024 filed on behalf of Shannen Garner with the LWDA against Defendant.
- 1.33 "PAGA Pay Period(s)" means the number of weeks in the PAGA Period during which an Aggrieved Employee worked as a current and former non-exempt employee of Defendant who worked for Defendant in California for at least one day. PAGA Pay Periods shall be calculated according to Strategic Security's records.
- 1.34 "Participating Class Member(s)" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.35 "Plaintiff" means Shannen Garner, the named plaintiff in the Actions.

- 1.36 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.37 “Class Release” means all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in Plaintiff’s Complaints filed in the Actions (“Operative Complaints”), including claims for unpaid minimum and overtime wages, meal and rest break violations, unreimbursed business expenses, late final pay, wage statement violations, and unfair business practices. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.
- 1.38 “PAGA Release” means Aggrieved Employees release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaints and/or Plaintiff’s April 10, 2024 PAGA notice letter to the LWDA.
- 1.39 “Plaintiff’s Release” means in addition to the claims released by Participating Class Members and Aggrieved Employees, Plaintiff will sign a general release of all claims, whether known or unknown, including any and all claims arising from, or related to, Plaintiff’s employment with or separation from Defendant through the Class Period, including a waiver of the California Civil Code Section 1542 rights.
- 1.40 “Released Parties” means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, and affiliates.
- 1.41 “Request for Exclusion” means a Class Member’s submission of a written request to the Administrator to be excluded from the Class Settlement signed by the Class Member.
- 1.42 “Response Deadline” means 45 days after the Administrator mails the Class Notice to Class Members, and shall be the last date on which a Class Member may: (a) fax, email, or mail his or her Request for Exclusion to the Administrator, or (b) fax, email, or mail his or her Objection to the Settlement to the Administrator. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the 45 days otherwise provided.
- 1.43 “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1 On April 10, 2024, plaintiff Shannen Garner, a former non-exempt employee of Strategic Security Services, Inc., filed a PAGA Notice with the LWDA, alleging various wage-and-hour claims under California law.

- 2.2 On April 10, 2024, plaintiff Shannen Garner commenced an action by filing a wage-and-hour putative class action complaint in San Bernardino County Superior Court against Defendant, entitled *Shannen Garnder v. Strategic Security Services, Inc., et al.*, San Bernardino County Superior Court Case No. CIVSB2412063. The Complaint alleges eight causes of action for: (1) failure to pay minimum and overtime wages; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to timely pay wages; (5) failure to provide accurate itemized wage statements; (6) failure to reimburse all business expenses; (7) failure to provide a day of rest; and (8) unfair business practices.
- 2.3 On December 9, 2024, Defendant answered the Complaint, generally denying all of the allegations contained in it and asserting a number of affirmative defenses.
- 2.4 On June 24, 2024, plaintiff Shannen Garner commenced a second action by filing a PAGA complaint in San Bernardino County Superior Court against Defendant, captioned *Shannen Garnder v. Strategic Security Services, Inc., et al.*, Case No. CIVSB2420009. The operative PAGA Complaint seeks civil penalties pursuant to PAGA based on the same alleged violations and theories of liability asserted in the Class Action Complaint.
- 2.5 On August 27, 2024, Defendant answered the PAGA Complaint, generally denying all of the allegations contained in it and asserting a number of affirmative defenses.
- 2.6 A mediation was held with mediator Kevin T. Barnes on May 21, 2025, at which time shortly thereafter, the Parties reached an agreement to resolve the Actions in their entirety.
- 2.7 In connection with the May 21, 2025 mediation, Plaintiff requested and Strategic Security provided information related to employees who worked for Strategic Security as former or current non-exempt employees in California, including the total number of employees, total number of workweeks, and average rate of pay, among other things. Strategic Security also produced various documents requested by Plaintiff before the mediation, including employee handbooks, time and payroll records, and relevant policies and procedures. In these and other ways, the Parties investigated the facts and analyzed the relevant legal issues with regard to the claims in the Actions and Defendant's defenses to them. Based on this investigation and analysis, Plaintiff believes the Actions have merit, while Defendant believes the Actions have no merit. Plaintiff submits that their investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.8 The Parties have each considered the uncertainties of continued litigation and the benefits to be obtained under the proposed settlement, and have considered the costs, risks, and delays associated with the continued prosecution of the Actions and the likely appeals of any rulings in favor Plaintiff or Defendant.
- 2.9 The Parties, through their counsel, have engaged in arm's-length negotiations concerning a resolution of the Actions, Released Class Claims, and Released PAGA Claims.

- 2.10 It is the Parties' intention and the objective of this Agreement to avoid the costs of further litigation and trial, and to settle and dispose of, fully and completely and forever, the claims released and described herein.
- 2.11 The Court has not granted class certification and the Parties have not briefed the issue of class certification. The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Strategic Security Services, Inc. promises to pay \$150,000.00 as the Gross Settlement Amount and to separately pay any and all employer-side payroll taxes owed on the Wage Portions of the Individual Class Payments. None of the Gross Settlement Amount will revert to Defendant.

3.1.1 Settlement Funding. Defendant shall fund the GSA and also fund its share of payroll taxes, by transmitting the funds to the settlement Administrator, in nineteen (19) installments: the first payment of fifteen thousand dollars (\$15,000.00) shall be due within 60 days of the Court's final approval of the Settlement, and the following eighteen (18) payments of seven thousand, five hundred dollars (\$7,500.00) shall be due each month thereafter until the total sum of one hundred fifty thousand dollars (\$150,000.00) is fully satisfied.

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

- 3.2.1 To Plaintiff: Class Representative Service Payment of not more than \$6,500.00 to the named Plaintiff (in addition to any Individual Class Payments and Individual PAGA Payments Plaintiff is entitled to receive as a Participating Class Member and Aggrieved Employee). Defendant will not oppose Plaintiff's request for the Class Representative Service Payment that does not exceed this amount. If the Court approves a Class Representative Service Payment in an amount less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Forms 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

- 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, or \$50,000.00, whichever is greater; and Class Counsel's Litigation Expenses Payment of the actual and reasonable litigation costs and expenses. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. The Released Parties shall have no liability to Class Counsel or any other plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS Forms 1099. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies

Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed \$5,950.00, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$5,950.00, the Administrator will retain the remainder in the Net Settlement Amount.

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

3.2.4.1 Tax Allocation of Individual Class Payments. Fifteen percent (15%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS Form W-2. Eighty-Five percent (85%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on an IRS Form 1099. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment and will hold Defendants harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

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

3.2.5 To the LWDA and Aggrieved Employees. Subject to Court approval, the Parties agree that the amount of \$10,000.00 from the Gross Settlement Amount will be paid in settlement of all individual and representative claims brought in the Action by or on behalf of Plaintiff and Aggrieved Employees under PAGA. Pursuant to PAGA, Seventy-Five Percent (75%) of this sum, or \$7,500.00, will be paid to the LWDA (the LWDA Payment) and Twenty-Five Percent (25%), or \$2,500.00, will be paid to the Aggrieved Employees (the Individual PAGA Payments).

3.2.5.1 Calculation of Individual PAGA Payments. The Administrator will calculate each Aggrieved Employees' share of the 25% paid from the PAGA Settlement Amount based on the number of his or her PAGA Pay Periods provided by Defendant. The Administrator will calculate the aggregate total number of PAGA Pay Periods for all Aggrieved Employees. The Administrator will divide the 25% share that is to be paid to the Aggrieved Employees by the aggregate total number of PAGA Pay Periods, resulting in the "PAGA Pay Period Value." To determine each Aggrieved

Employees' individual PAGA Payment, the Administrator will multiply each individual Aggrieved Employees' PAGA Pay Periods by the PAGA Pay Period Value.

3.2.5.2 Tax allocation of Individual PAGA Payments. Each Aggrieved Employee will be issued an IRS Form 1099 in connection with these Individual PAGA Payments, which will be counted as penalties rather than wages for tax purposes, and Aggrieved Employees will be solely and legally responsible to pay any and all applicable taxes on the payments made pursuant to this Section and will hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Class Data. Not later than 20 business days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' and Aggrieved Employees' 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 the Administrator's employees who need access to the Class Data to effectuate administration of the Settlement under this Agreement. Defendant will promptly notify Class Counsel if they discover that the Class Data omitted Class Member and/or Aggrieved Employee identifying information and provide corrected or updated Class Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.2 Funding of Gross Settlement Amount. Defendant shall fund the GSA and also fund its share of payroll taxes, by transmitting the funds to the settlement Administrator, in nineteen (19) installments: the first payment of fifteen thousand dollars (\$15,000.00) shall be due within 60 days of the Court's Final Approval of the Settlement, and the following eighteen (18) payments of seven thousand, five hundred dollars (\$7,500.00) shall be due each month thereafter until the total sum of one hundred fifty thousand dollars (\$150,000.00) is fully satisfied.
- 4.3 Payments from the Gross Settlement Amount. Within 10 business days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and PAGA Payments (including both the Individual PAGA Payments and the LWDA Payment).
- 4.3.1 The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Participating Class Members and the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less

than 180 days after the date of issuance) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.3.2 The Administrator must conduct an Address Search for all other Participating Class Members and Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Participating Class Members and Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a requested replacement check to any Participating Class Member and/or Aggrieved Employee whose original check was lost or misplaced, prior to the void date.
- 4.3.3 For any Participating Class Member whose Individual Class Payment check or any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member/Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384, subdivision (b).
- 4.3.4 The payment of Individual Class Payments and/or Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members and/or Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

- 4.4 Discharge of Obligations. Defendant shall discharge their obligations to Plaintiff, Participating Class Members, and Aggrieved Employees through the remittance of the Gross Settlement Amount to the Administrator as set forth in Section 4.2, above, regardless of whether checks representing Individual Class Payments and Individual PAGA Payments are actually received and/or negotiated by Plaintiff (or Class Counsel), Participating Class Members, and/or Aggrieved Employees. Once Defendants have complied with their obligation set forth in Section 4.2 above, they will be deemed to have satisfied all terms and conditions under this Agreement, shall be entitled to all protections afforded to them and the Released Parties under this Agreement, and shall have no further obligations under the terms of the Agreement, except to cooperate in good faith with Class Counsel and/or the Administrator to resolve any issue that may arise with the administration of the Settlement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the Gross Settlement Amount and the employer-side payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's General Release. Plaintiff, and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, assigns generally, and all those who claim through each of them or who assert claims on their behalf shall be deemed to have expressly released, waived and relinquished any and all claims, demands, rights, liabilities and causes of action they have or have ever had against any of the Released Parties, whether for economic damages, noneconomic damages, exemplary damages, penalties, restitution, injunctive or declaratory relief, interest, attorneys' fees, costs or any other forms of monetary or non-monetary relief in any way arising out of or relating to any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions or failures to act at any time, including but not limited to any claims arising from or related to each Plaintiff's employment or termination of that employment. This general release by Plaintiff shall include all statutory claims, common law claims (including but not limited to those sounding in contract, tort and equity), and claims for compensation to the fullest extent permitted by law. Plaintiff further agrees not to sue or otherwise make a claim against any of the Released Parties for any of the claims that are released pursuant to this Agreement.

5.2 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. Plaintiff acknowledges that the general release herein includes potential claims and costs that may not be known or suspected by them to exist, and they hereby expressly and affirmatively waive and relinquish any and all rights and benefits which they may otherwise have relating to the claims released in this Agreement pursuant to Civil Code section 1542, and any similar law of any state or territory of the United States. Civil Code section 1542 states 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 RELEASED PARTY.

5.3 Releases by Participating Class Members. All Participating Class Members, together and individually, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, executors, administrators, successors, and assigns, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released Class Claims during the Class Period.

5.4 Releases by Aggrieved Employees. All Aggrieved Employees, together and individually, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, executors, administrators, successors, and assigns, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released PAGA Claims during the PAGA Period.

6. MOTION FOR PRELIMINARY APPROVAL. Plaintiff and Class Counsel will prepare and file a motion for preliminary approval of the Settlement (“Motion for Preliminary Approval”), which Defendant shall not oppose.

- 6.1 Plaintiff’s Responsibilities. Plaintiff and Class Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval and the timely transmission to the LWDA all of the necessary PAGA documents.
- 6.2 Responsibilities of Class Counsel. Class Counsel are responsible for expeditiously finalizing and filing the unopposed Motion for Preliminary Approval, for obtaining a prompt hearing date for the Motion for Preliminary Approval, and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Order granting Preliminary Approval to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group Inc., to serve as the Administrator and verified that, as a condition of appointment, ILYM Group Inc., agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Class Workweeks, and PAGA Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 10 business days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this Agreement as

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

- 7.4.3 Not later than five (5) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members' written objections, challenges to Class Workweeks, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If at any point before Plaintiff files their Motion for Final Approval, the Administrator, Defendant, Defense Counsel, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, telephone number, and last four digits of his or her social security number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's

determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Section 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice, objects to the Settlement, receives a check for their Individual Class Payments and Individual PAGA Payments, or cashes the check.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the Settlement.
- 7.5.5 Because PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Section 5.4 of this Agreement and are eligible for an Individual PAGA Payment.
- 7.6 Challenges to Calculation of Class Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Class Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Class Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Class Workweeks to Defense Counsel and the Administrator's determination resolving the challenge.
- 7.7 Objections to Settlement.
 - 7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payment.
 - 7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney at their own expense to appear in Court) to present oral objections at the Final Approval Hearing. A written objection is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's objection to the Settlement and includes the Class Member's name, address, telephone number, and last four digits of his or her social security number. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's

mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

- 7.7.3 Non-Participating Class Members have no right to object to any components of the Settlement.
- 7.7.4 Aggrieved Employees have no right to object to any of the PAGA components of the Settlement, whether or not they have objected to the class components of the Settlement as a Participating Class Member.
- 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
 - 7.8.1 Website, Email Address, and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members, including the date, time, and location of the Final Approval Hearing. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.
 - 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator will inform Class Counsel and Defense Counsel of the total number of Class Members who timely submitted a valid Request for Exclusion. The Administrator shall retain the originals of all Requests for Exclusion in its files.
 - 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, and challenges to Class Workweeks received and/or resolved (“Weekly Report”). The Weekly Report must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all objections received.
 - 7.8.4 Class Workweek Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Class Workweeks. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
 - 7.8.5 Administrator’s Declaration. Not later than 10 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notices, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number

of written objections, and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

- 7.8.6 Final Report by Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 14 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS AND PAGA GROUP SIZE ESTIMATES.** Based on a review of its records, Defendant estimates that (1) there are approximately 120 Class Members who collectively worked a total of approximately 4,574 Class Workweeks as non-exempt employees for Defendant in California during the Class Period, and (2) there are approximately 120 Aggrieved Employees who collectively worked a total of approximately 2,880 PAGA Pay Periods during the PAGA Period. In the event that the total number of Class Workweeks exceeds the amount of Defendant's estimate of 4,574 Class Workweeks by more than ten percent (10%), then the Gross Settlement Amount shall increase proportionally over the 10% threshold (*i.e.* meaning if the workweeks increase by 11%, the GSA will increase by 1%).
9. **DEFENDANT'S RIGHT TO WITHDRAW.** If more than ten percent (10%) of the Class Members opt out of the Settlement, then Defendant shall have the option, in their sole discretion, to rescind and void this Agreement, in which case all of Defendant's obligations under this Agreement shall cease to be of any force or effect, and this Agreement shall be null and void. If Defendant exercises this option, they shall provide Plaintiff's Counsel (Gregory Mauro of James Hawkins APLC) with written notice of their election within seven (7) calendar days after the deadline for Class Members to opt out expires. Notwithstanding the foregoing, the Parties agree that in the event this Agreement is rescinded by Defendant pursuant to this Section, Strategic Security shall pay the expenses incurred by the Administrator through the date of Defendant's election to rescind, not to exceed the amount of the Administration Expenses Payment approved by the Court in the Preliminary Approval Order.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than five (5) business days before filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 10.1 Response to Objections. Each Party retains the right to respond to any written objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days before the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

- 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members or Aggrieved Employees), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Section.
- 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Actions, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all 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. In the event any appeal is filed from the Judgment, or any other appellate review is sought before the Effective Date, the Parties' obligations to perform under this Agreement will be suspended and administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review, and until such time as the Judgment becomes final.
- 10.5 Nullification of Settlement. In the event that: (i) the Court does not preliminarily approve the Settlement as provided herein, (ii) the Court does not finally approve the Settlement as provided herein, (iii) the Court does not enter the Judgment as provided for herein, or (iv) the Settlement does not become final for any other reason, including the exercise of Defendant's right to rescind as provided under Section 9 above, then this Agreement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Agreement will likewise be treated as withdrawn or vacated by stipulation of the Parties. The Parties shall return to their respective positions that existed before the mediation that resulted in this Agreement, and no term of this Agreement or any draft thereof, or the negotiation, documentation or other part or aspect of the Parties' settlement discussions, including the Memorandum of Understanding, shall have any effect or be admissible as evidence for any purpose in the Action, or in any other proceeding.
- 10.6 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members or Aggrieved Employees), this Agreement shall be null and void, as set forth in Section 10.5. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a

50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Section, as long as the Gross Settlement Amount remains unchanged.

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

12. **ADDITIONAL PROVISIONS.**

12.1 No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations contained in the operative complaint in the Actions or in the PAGA Notices have merit or that Defendant have any liability for any claims asserted. Defendant contends that all of Strategic Security's employment practices comply and have complied with all applicable laws and regulations; that Defendant never employed any of the Class Members and Aggrieved Employees; that Class Members and Aggrieved Employees were and are properly compensated for all wages, including (without limitation) minimum wages and overtime wages, were and are properly provided meal periods, were and are properly authorized and permitted to take rest periods, were and are timely paid all final wages, were and are timely paid all wages during employment, were and are provided reporting time pay when appropriate, were and are furnished accurate itemized wage statements, and were and are reimbursed for all necessary business expenses; that Defendant kept and keep requisite payroll records; that Defendant did not and do not engage in unfair competition, business acts, or practices; and that Defendant's conduct was not and is not willful, knowing and intentional, or otherwise unlawful with respect to any of the claims. Defendant have denied and continue to deny each of the claims alleged and the contentions made by Plaintiffs in the Actions or PAGA Notices. Defendant denies any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Actions or PAGA Notices and believe they have valid defenses to Plaintiff's claims. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to hold any employee to their arbitration agreement, Defendant reserves the right to contest certification of any putative class for any reasons, Defendant reserves the right to challenge representative action treatment of the Actions for any reasons, and Defendant reserves all available defenses to the claims in the Actions or PAGA Notices. The Settlement and this Agreement reflect the compromise and settlement of disputed claims between the Parties, and this Agreement's provisions and any and all drafts, communications or discussions relating thereto do not constitute, are not intended to constitute, and will not under any circumstances be deemed to constitute an admission by Defendant as to the merits, validity, or accuracy of any of the allegations or claims in the Actions, nor a waiver of any defense. The Settlement, this Agreement, and Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary

Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate, or publicize any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to a party, counsel, or a court or administrative agency in any related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Except as provided in this Section, Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect.

- 12.3 No Press Releases/Public Comment. Unless they first obtain Defendant's express written consent, Class Counsel and Plaintiff shall not (a) discuss, reveal, disclose, publicize, or promote the terms of this Settlement, or the negotiations leading to this Settlement, to any third party (including but not limited to the media, the legal community, or the public at large), or (b) issue any press releases or initiate any contact with the media regarding the Settlement, or otherwise advertise or publicize the Settlement, although Class Counsel may publicize the Settlement in general terms without reference to any identifying case information and without reference to the name of Defendant or any Released Parties. Nothing in this Agreement is intended to prevent Plaintiff or Class Counsel from disclosing or discussing the terms of this Settlement (i) with the Court, (ii) with any Class Member, (iii) with the Administrator, or (iv) as otherwise required by law.
- 12.4 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment.
- 12.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party. Notwithstanding the foregoing, this Agreement does not prohibit any Participating Class Member or Aggrieved Employee from accepting and negotiating a check for an Individual Class Payment or Individual PAGA Payment in connection with the Settlement, notwithstanding any release previously executed between any Participating Class Member or Aggrieved Employee and Defendant, including pursuant to a prior severance agreement.
- 12.6 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.7 Parties Represented by Counsel. The Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this Agreement by independent counsel of their own choosing, they have read this Agreement and

have had it fully explained to them by such counsel, and they are fully aware of the contents of this Agreement and of its legal effect.

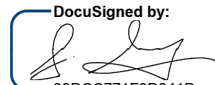
- 12.8 Voluntary Agreement. This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of either Party, or of any other person, firm or entity. Each Party has made such investigation of the facts pertaining to this Agreement and of all other matters pertaining hereto as she or it deems necessary.
- 12.9 Cooperation. The Parties agree to cooperate fully with each other to accomplish the terms of this Agreement, including but not limited to execution and delivery of any and all additional papers, documents, and other assurances and taking such other action that may be reasonably necessary to implement the terms of this Agreement. The Parties and their counsel shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, to effectuate this Agreement and the terms set forth herein.
- 12.10 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Parties in this Settlement.
- 12.11 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.12 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.13 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.14 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.15 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.16 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Actions and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.17 Use and Return of Class Data. Information provided to Class Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of employment data for the Class provided to Class Counsel by Defendant in connection with the Actions, the mediation sessions, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that

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

- 12.18 Agreement Constitutes a Complete Defense. To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of or contrary to this Agreement.
- 12.19 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.20 Calendar Days. Unless otherwise noted, all references to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or on a federal or state legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.21 Execution in Counterparts. This Agreement may be executed in one or more counterparts, including by facsimile or electronically (i.e., PDF or DocuSign), which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.22 Stay of Litigation. The Parties agree that upon the execution of this Agreement, and subject to the Court's approval, the litigation may be stayed, except to effectuate the terms of this Agreement. Pursuant to California Code of Civil Procedure section 583.330, the Parties further agree that upon the execution of this Agreement, any period of time during which the Actions have been stayed by the Court for purposes of the approval and administration of this Settlement shall be excluded in computing the time within which the Actions must be brought to trial pursuant to California Code of Civil Procedure section 583.310.

13. SIGNATURES.

Date 4/23/2026

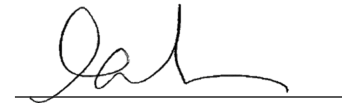
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 39DCC771F9D341D...
 Shannen Garner
 Plaintiff

Date _____

As an authorized representative for
Defendant Strategic Security Services, Inc.

Approved as to Form and Content and Agreed as to the Confidentiality Provision (Section 12.2)
and Publicity Provision (Section 12.3)

Date 4/23/2026 _____



James R. Hawkins
Gregory Mauro
Michael Calvo
Lauren Falk
Ava Issary
James Hawkins APLC
Counsel for Plaintiff Shannen Garner

Date _____

Angela Serranzana
Counsel for Defendant Strategic
Security Services, Inc.

Date 4/22/26

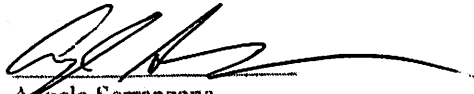

Mohammad Ali
As an authorized representative for
Defendant Strategic Security Services, Inc

Approved as to Form and Content and Agreed as to the Confidentiality Provision (Section 12.2)
and Publicity Provision (Section 12.3)

Date _____

James R. Hawkins
Gregory Mauro
Michael Calvo
Lauren Falk
Ava Issary
James Hawkins APLC
Counsel for Plaintiff Shannen Garner

Date 4/22/26


Angela Serranzana
Counsel for Defendant Strategic
Security Services, Inc.

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EXHIBIT A

**NOTICE OF PROPOSED SETTLEMENT OF CLASS AND PAGA ACTION
AND HEARING DATE FOR FINAL COURT APPROVAL**

(Shannen Garner v. Strategic Security Services, Inc., et al.
San Bernardino Superior Court, Case Nos. CIVSB2412063 and CIVSB2420009)

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$<<[REDACTED]>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself From the Settlement	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object to the Settlement	You may write to the Court about why you believe the Settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class and PAGA representative action settlement (the “Settlement”) of the above-referenced lawsuits pending in the Superior Court for the State of California, County of San Bernardino (the “Court”) has been reached between Plaintiff Shannen Garner (“Plaintiff” or “Class Representative”) and Defendant Strategic Security Services, Inc. (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Settlement Notice because you have been identified as a member of the Class for whose benefit the Settlement was reached. The Settlement Class is defined as:

All current and former non-exempt employees of Defendant who worked for Defendant in California during the Class Period.

The Class Period means the period from April 10, 2020 through May 21, 2025 or the date the Court Preliminarily approves the Settlement. (“Class Period”).

This Settlement Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On April 10, 2024, Shannen Garner filed a class action lawsuit against Defendant, alleging various wage-and-hour violations under California law. Garner also filed a Notice of Violations with the Labor and Workforce Development Agency (“LWDA”) pursuant to the California Labor Code Private Attorneys General Act (“PAGA”), and served the same on Defendants.

On June 24, 2024, Garner initiated a representative action against Defendant under PAGA, alleging similar underlying wage-and-hour violations as the class action.

The operative complaints allege claims (“Claims”) for: 1) failure to pay wages including minimum wage and overtime in violation of Labor Code §§ 510 and 1194; (2) failure to provide meal periods and/or meal premiums in violation of Labor Code §§ 226.7 and 512 and the Industrial Welfare Commission’s (“IWC”) Wage Orders; (3) failure to provide rest periods and/or rest premiums in violation of Labor Code §§ 226.7 and 512; (4) failure to pay timely wages in violation of Labor Code § 203; (5) failure to provide accurate itemized wage statements in violation of Labor Code § 226; (6) failure to provide a day’s rest in seven in violation of Labor Code §§551 and 552; (7) failure to reimburse necessary business expenses in violation of Labor Code § 2802; and (8) violation of Business and Professions code § 17200 - the Unfair Competition Law (“UCL”) and (9) for civil penalties pursuant to the Private Attorney’s General Act.

Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Actions, dispute any wages, damages and penalties claimed by the Class Representative are owed, and further contend that, for any purpose other than settlement, the Actions are not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times they complied with the California Labor Code, the Industrial Welfare Commission Wage Orders, and all applicable law.

On May 21, 2025, the parties participated in an all-day mediation with Kevin T. Barnes, Esq., an experienced mediator of wage and hour class and PAGA actions. With the mediator’s guidance, the parties eventually negotiated a complete settlement of the Claims. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved Plaintiff to serve as the Class Representative, and the law firm James Hawkins APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay a Gross Settlement Amount of One Hundred and Fifty Thousand Dollars and Zero Cents (\$150,000.00) (the “Gross Settlement Amount”) to fund the Settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees and Costs, Class Representative Enhancement Award, and Settlement Administration Costs, all as approved by the Court.

After the Effective Date, Defendant will pay the Gross Settlement Amount by depositing the money in nineteen (19) installments with the Settlement Administrator. “Effective Date” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which are subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- i. Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$5,950.00, for expenses incurred in administering the Settlement, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.

- ii. Class Counsel Fees and Costs. Payment to Class Counsel for an award of attorneys' fees of no more than 33.3% of the Gross Settlement Amount (currently \$50,000.00) and actually incurred litigation expenses of not more than \$20,000.00 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- iii. Class Representative Service Award Payment. A Class Representative Service Payment of up to \$6,500.00 to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Actions.
- iv. PAGA Penalties. A payment of \$10,000.00 for PAGA penalties, \$7,500.00 of which will be paid to the LWDA and the remaining \$2,500.00 will be distributed to Aggrieved Employees as described herein.

Calculation of Payments to Participating Class Members. After all the above payments of the Court-approved Settlement Administration Costs, Class Counsel Fees and Costs, Class Representative Service Payment, and PAGA Penalties are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to Settlement Class Members who do **not** request exclusion ("Participating Settlement Class Members"). The Individual Settlement Payment for each Participating Settlement Class Member will be calculated by dividing the respective Workweeks for that Participating Settlement Class Member by the total Workweeks for all Participating Settlement Class Members and multiplying that result by the Net Settlement Amount.

- A "workweek" is defined as a normal seven-day week of work during the Settlement Class Period in which, according to Defendant's records and as calculated by the Settlement Administrator, a member of the Settlement Class worked at least one day.

Calculation of Individual PAGA Payments to Aggrieved Employees. Aggrieved Employees shall receive their respective Individual PAGA Payments regardless of whether they exclude themselves or opt-out of this Settlement. "Aggrieved Employees" means all current and former non-exempt employees of Defendant who worked for Defendant in California from April 10, 2020 through May 21, 2025. ("PAGA Period"). An Aggrieved Employees' portion of the PAGA Penalties ("Individual PAGA Payment") will be calculated by dividing the individual's respective workweeks worked during the PAGA Period by the total workweeks for all Aggrieved Employees during the PAGA Period, and multiplying that result by \$2,500.00 (i.e., 25% of the PAGA Penalties that is to be allocated to Aggrieved Employees pursuant to PAGA).

If the Court grants final approval of the Settlement, you will automatically be mailed a check for your Individual Settlement Payment and Individual PAGA Payment (if applicable) to the same address as this Settlement Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Fifteen percent (15%) of each Individual Settlement Payment is allocated to settlement of wage claims. Taxes are withheld from this amount, and each Participating Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Eighty-Five percent (85%) of each Individual Settlement Payment is allocated to settlement of claims for interest and statutory penalties, which is not subject to withholdings and for which each Participating Settlement Class Member will be issued an Internal Revenue Service Form 1099 for that amount. In addition, no taxes will be withheld from the Individual PAGA Payment, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement. The Settlement Administrator may distribute your Individual

Settlement Payment and Individual PAGA Payment (if applicable) by way of a single check that combines both payments.

No Credit Toward Benefit Plans. The Individual Settlement Payments and Individual PAGA Payments will not be utilized to calculate any additional benefits under any benefit plans to which any Settlement Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Settlement Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon funding of the Gross Settlement Amount by Defendant, Plaintiff and the Participating Settlement Class Members shall release the Released Parties from all Released Class Claims for the Class Period. Upon funding of the Gross Settlement Amount by Defendant, Plaintiff, all Aggrieved Employees, the LWDA, and the State of California shall release the Released Parties from all Released PAGA Claims for the PAGA Period, irrespective of whether they opted-out of the class settlement, and will be bound by the PAGA release.

"Released Class Claims" means all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in Plaintiff's Complaints filed in the Actions ("Operative Complaints"), including claims for unpaid minimum and overtime wages, meal and rest break violations, unreimbursed business expenses, late final pay, wage statement violations, and unfair business practices. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

"Released PAGA Claims" is defined in full in Paragraph 5 of the Settlement Agreement and described in part here: means Aggrieved Employees release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaints and/or Plaintiff's April 10, 2024 PAGA notice letter to the LWDA.

"Released Parties" means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, and affiliates.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in the Actions will apply to you and legally bind you.

5. How much will my payment be?

Defendant's records reflect that you have << [REDACTED] >> Workweeks worked during the Class Period.

Based on this information, your estimated Individual Settlement Payment is << [REDACTED] >>.

Defendant's records reflect that you have << [REDACTED] >> Workweeks worked during the PAGA Period.

Based on this information, your estimated PAGA Settlement Member Payment is << [REDACTED] >>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than << [Forty-Five (45) days after the Notice or fourteen (14) calendar days from the original response deadline for a re-mailed Notice] >>.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Settlement Payment will be mailed automatically to the same address as this Settlement Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: ILYM Group, Inc.

The Court will hold a hearing on << to decide whether to finally approve the Settlement. The hearing may be rescheduled or continued without further notice to you. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www. .com.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive your Individual PAGA Payment (if you qualify).

To opt out, you must submit to the Settlement Administrator, by fax or mail, a written, signed, and dated request for exclusion postmarked no later than << . The address for the Settlement Administrator is << Settlement Administrator's Mailing Address >>. The request for exclusion must state in substance that you have read the Settlement Notice and that you wish to be excluded from the Settlement of the class action lawsuit entitled *Shannen Garner v. Strategic Security Services, Inc., et al.* currently pending in the San Bernardino Superior Court, Case No. CIVSB2412063. The request for exclusion must contain your name, current address, telephone number, signature, and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a Settlement Class Member.

Written requests for exclusion that are postmarked after << , or are incomplete or unsigned will be rejected, and those Settlement Class Members will remain bound by the Settlement and the Release described above. If you submit both a request for exclusion and objection to the Settlement (regardless of which came first), the objection will nullify the request for exclusion. 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.

8. How do I tell the Court that I would like to challenge the Settlement?

If you have not opted out and believe the Settlement should not be finally approved by the Court for any reason, you may object to the proposed Settlement. Objections must be in writing and state your name, current address, telephone number, signature, and last four digits of your Social Security Number for verification purposes, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Shannen Garner v. Strategic Security Services, Inc. et al., San Bernardino Superior Court, Case No.*

CIVSB2412063. If the Court permits, regardless of whether you submit a written objection, you may also appear at the final approval hearing (described in Section 9 below) and state your objection.

To object to the Settlement, you cannot opt out. If you submit an objection to the Settlement and also a request to be excluded (opt-out), the objection will nullify the request for exclusion (opt-out). 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. Any Settlement Class Member who does not object in the manner provided in this Settlement Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than << [redacted] >>. The address for the Settlement Administrator is << **Settlement Administrator's Mailing Address** >>.

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **00:00 AM/PM on** [redacted], at the San Bernardino County Superior Court, Department S-30, located at 247 West Third Street, San Bernardino, CA 92415-0210 before the Hon. Charlie Lee Hill, Jr. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend the Final Approval Hearing**, although any Settlement Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at << [redacted] >> or write to **Shannen Garner v. Strategic Security Services, Inc. et al**, San Bernardino Superior Court, Case No. CIVSB2412063 << **Settlement Administrator's Mailing Address** >>.

You may also contact Class Counsel at the address here:

James R. Hawkins, Esq.
Gregory Mauro, Esq.
James Hawkins APLC
9880 Research Dr.
Irvine, CA 92618
Tel: (949) 387-7200
Fax: (949) 387-6676
Email: greg@jameshawkinsaplc.com

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment, or other Settlement documents by visiting the Settlement Administrator's website at [www.\[redacted\].com](http://www.[redacted].com).

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your Settlement Payment.

- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the California Controller's Unclaimed Property Fund in the name of the Class Member/Aggrieved Employee. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

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EXHIBIT B

JAMES *JH* HAWKINS

A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

April 10, 2024

Via LWDA Website

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail

STRATEGIC SECURITY SERVICES, INC.
Agent for Service of Process:
Mohammed Ali
10730 Helendale Avenue,
Tujunga, CA 91042
Receipt No.: 9589 0710 5270 0748 0704 47

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.*

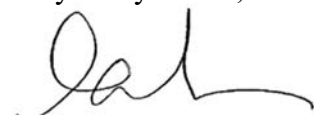
To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff SHANNEN GARNER, individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency and STRATEGIC SECURITY SERVICES, INC. through its Agent for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in San Bernardino County Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,



Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint