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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 Defendants.

27 AND RELATED ACTION.

Case No.: CIVSB2412063

ASSIGNED FOR ALL PURPOSES TO:
Honorable Charlie Hill

**DECLARATION OF JAMES HAWKINS IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: October 1, 2026
Time: 8:30 a.m.
Dept.: S-27

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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 Final Approval of Class Action and PAGA 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 A** is a true and correct copy of the Order Granting Preliminary Approval of the Settlement. Attached as **Exhibit B** is a true and correct copy of the executed Settlement Agreement which the Parties ask the Court to approve. The Settlement Administration is now complete. Of the 95 participating class members, zero Class Members requested exclusion and none objected to the settlement. As such, Plaintiff now requests the Court grant final approval of the settlement.

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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 his Class Action against Defendant in a case entitled *Shannen Garner v. Strategic Security Services, Inc., et al.*, San Bernardino Superior Court Case No. CIVSB2412063 (the “Class Action”).

5. On June 24, 2024, Plaintiff filed his PAGA Action against Defendant in a case entitled *Shannen Garner v. Strategic Security Services, Inc., et al.*, San Bernardino Superior Court Case No. CIVSB2412063 (the “PAGA Action”).

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 **MEDIATION**

8 7. The Parties thereafter agreed to privately mediate this action. In preparation for the
9 mediation, Defendant provided Class Counsel with first- and last-time punch dates for all
10 employees, time and payroll records and relevant policies for Class Members during the Class
11 Period.

12 8. On May 21, 2025, the Parties participated in private mediation with Kevin T. Barnes,
13 Esq., a respected mediator of complex wage-and-hour actions, and with the assistance of his
14 evaluations, the Parties reached settlement. (S.A. ¶ 2.7).

15 9. Defendant denies that Defendant engaged in any misconduct in connection with the wage-
16 and-hour practices associated with the Class Members (inclusive of the Aggrieved Employees).
17 Defendant further denies that Defendant has any liability of any kind associated with the claims
18 alleged in the Actions. Defendant contends that Defendant has complied with both federal and state
19 wage-and-hour laws, and all other laws regulating its relationship with the Class Members and the
20 Aggrieved Employees, including the Named Plaintiff.

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

25 11. Settlement is the result of an informed and detailed analysis of Defendant's potential
26 liability and exposure in relation to the costs and risks associated with continued litigation. Through
27 both formal and informal efforts, Plaintiff obtained time and pay records, numerous policy
28 documents relating to the claims during the Class Period. Based on the documents and data

1 produced, as well as Class Counsel's own independent investigation and evaluation, Class Counsel
2 believes that the Settlement documented by this Settlement Agreement is fair, reasonable, and
3 adequate, and in the best interest of the Class in light of all known facts and circumstances, including
4 the risk of significant delay and defenses asserted to the merits of the Actions. While Defendant
5 specifically denies any liability in the Actions, Defendant has agreed to enter into this Settlement to
6 avoid the costs associated with defending the Actions.

7 12. In summary, Plaintiff's Counsel performed a thorough investigation into the claims
8 at issue, which included: (1) determining Plaintiff's suitability as private attorneys general and
9 class representative through interviews, background investigations, and analyses of employment
10 files and related records; (2) evaluating all of Plaintiff's potential representative claims; (3)
11 researching similar wage and hour class actions as to the claims brought, the nature of the positions,
12 and the type of employer; (4) analyzing employees' time and wage records; (5) reviewing
13 Defendant's employment policies and practices; (6) researching settlements in similar cases and the
14 prior settlement in this case; (7) evaluating Plaintiff's claims and estimating Defendant's liability
15 for purposes of settlement; (8) drafting the mediation brief; and (9) participating in the mediation.

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

21 14. As a result of the mediation, the Parties agreed to settle this matter for a Gross
22 Settlement Amount ("GSA") of \$150,000.00. Plaintiff's counsel balanced the terms of the proposed
23 Settlement against the risk of litigation and probable outcome at the class certification stage, and if
24 any Class were certified, at trial. Based on their own respective independent investigations and
25 evaluations, and after taking into account the sharply disputed factual and legal issues involved in
26 this matter, the risks attending further prosecution of the case, and the monetary benefits received
27 under the Settlement despite the questionable nature of the claims, Plaintiff's counsel is of the
28 opinion that Settlement for the consideration and on the terms set forth in the Settlement Agreement

1 is fair, reasonable and adequate and is in the best interests of Plaintiff and the Class. Counsel for the
2 Parties investigated the applicable law as applied to the facts discovered regarding the claims of
3 Plaintiff, Defendant's defenses thereto and the damages claimed by Plaintiff on behalf of the
4 Settlement Class.

5 **THE CLAIMS**

6 15. The GSA includes, subject to Court approval, (1) attorneys' fees in the amount of
7 \$50,000.00 and reimbursement of reasonable litigation costs and expenses in the amount of
8 \$20,000.00 to Class Counsel ("Attorneys' Fees and Costs"); (2) Named Plaintiff Class
9 Representative Service Award in the amount of \$6,500.00 ("Enhancement Award for Named
10 Plaintiff"); (3) fees and expenses of administration of the Settlement to the Settlement Administrator
11 in an amount of \$5,950.00 ("Settlement Administration Costs"); (4) \$10,000.00 to PAGA with
12 twenty-five percent (25%) share of the PAGA Penalties to be a part of the Net Settlement Amount
13 that will be distributed to Class Members in the PAGA Group in the amount of \$2,500.00; and (5)
14 the seventy-five percent (75%) share of PAGA Penalties ("LWDA Payment") in the amount of
15 \$7,500.00 to the California Labor and Workforce Development Agency ("LWDA"). **The Entire**
16 **Net Settlement Amount will be paid to all Class Members who do not opt out of the Settlement**
17 **Class, and without the need to submit claims for payment.** After deductions, the Net Settlement
18 Amount ("NSA") is estimated to be approximately **\$57,550.00**. The Class Members are to be paid
19 based from the NSA on a pro rata basis based upon the weeks each class member worked in
20 comparison to the total work weeks worked by all Class Members.

21 16. The Settlement was negotiated and based upon the representation that there were no
22 more than 5,009 non-exempt workweeks worked by the Class Members during the period Class
23 Period. If that number is incorrect by more than 10%, Defendant, then the Gross Settlement Amount
24 shall increase proportionally over the 10% threshold (i.e. meaning if the workweeks increase by
25 11%, the GSA will increase by 1%).

26 17. Fairness of the Settlement is demonstrated by the uncertainty and risks to Plaintiff
27 involved both in not prevailing on one or more of the causes of action or theories alleged in the
28 operative Complaints and in non-certification, and if successful, Defendant disputes the ability of

1 Plaintiff to certify a class in this case. Defendant also argued it maintained lawful written policies
2 that were provided to the class members and enforced those policies. Yet, despite the defenses
3 proffered by Defendant, the proposed Settlement commits Defendant to pay each Class Member a
4 portion of the NSA. The amount to be paid to the Classes is fair, adequate and reasonable given the
5 significant risk to Plaintiff and the Class in continuing with the litigation and not prevailing on their
6 claims at class certification or at trial or not being paid anything even if trial was successful.

7 18. Class Members' time and pay records were produced and analyzed along with other
8 relevant data points, to come up with a damage model to determine Defendant's exposure for the
9 class.

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

13 20. To be sure, a number of cases have found wage and hours actions to be especially
14 amenable to class resolution. However, some courts have gone the other way, finding that some of
15 the very claims at issue here-especially meal period and rest period violations-were not suitable for
16 class adjudication because they raised too many individualized issues. *See Duran v. US. Bank*
17 *National Association*, 59 Cal. 4th 1, 31 (2014) (reversing a verdict from a class trial); *Ali v. U.S.A.*
18 *Cab Ltd.*, 176 Cal. App. 4th 1333, 1341 (2009) (affirming denial of certification because employees'
19 declarations attesting to having taken meal and rest periods demonstrated that individualized
20 inquiries were required to show harm); *Campbell v. Best Buy Stores, L.P.*, 2013 U.S. Dist. LEXIS
21 137792, at *30- 41 (C.D. Cal. Sept. 20, 2013) (following *Brinker* and denying certification of
22 proposed off-the-clock and rest and meal break classes due to lack of uniform policy); *Jimenez v.*
23 *Allstate Ins. Co.*, 2012 U.S. Dist. LEXIS 65328 (C.D. Cal. Apr. 18, 2012) (denying motion to certify
24 meal and rest period classes based on employer's practice of understaffing and overworking
25 employees); *Gonzalez v. Officemax NA.*, 2012 U.S. Dist. LEXIS 163853 (C.D. Cal. Nov. 5, 2012)
26 (same); *Brown v. Fed. Express Corp.*, 249 F.R.D.580, 587-88 (C.D. Cal. 2008) (denying
27 certification of driver meal and rest period claims based on the predominance of individual issues);
28 *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 Plaintiffs' 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 been denied.

23. Finally, early resolution saves time and money that would otherwise go to litigation. The Parties' resources, as well as the Court's, will be further taxed by continued litigation. And if this action had settled following additional litigation, the settlement amount would likely have taken

1 into account the additional costs incurred, and there may have been less available for Class
2 Members. Cost savings is one reason why California policy strongly favors early settlement. *See*
3 *Nemy v. Regents of University of California*, 3 Cal. 4th 273, 277 (1992) (explaining the high value
4 placed on settlements and observing that "[s]ettlement is perhaps most efficient the earlier the
5 settlement comes in the litigation continuum."). This concern also supports settlement.

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

16 25. The GSA is well within the acceptable range of reasonableness for the claims of the
17 Settlement Class Members and the Court has preliminarily approved the GSA and agreed. Based
18 upon detailed data obtained through both formal and informal discovery and information exchanges,
19 there are approximately 95 participating class members who worked approximately 5,009
20 workweeks during the Class Period.

21 26. As a result, Counsel believe the GSA of \$150,000.00 represents a reasonable
22 recovery when evaluated against the realistic, risk-adjusted value of the claims. Plaintiff's maximum
23 damages analysis was based on highly favorable assumptions regarding Plaintiff's ability to establish
24 liability and damages, including assumptions concerning the frequency of the alleged violations and
25 the availability of statutory and PAGA penalties. For example, the damages model assumed a 100%
26 violation rate for the alleged meal- and rest-period violations and assumed that all modeled off-the-
27 clock time was compensable at the overtime rate. The maximum theoretical exposure therefore
28 substantially exceeds the realistic value of the claims after accounting for the significant factual and

1 legal risks presented in this case. Actual recovery could be substantially lower if Plaintiff were
2 unable to establish violations for all claimed workweeks or pay periods, if certain claims or penalties
3 were found unavailable, or if the Court exercised its discretion to reduce PAGA penalties. Counsel
4 believe the proposed GSA is within the “ballpark of reasonableness” in light of the complexities of
5 the case, the state of the law, the uncertainties associated with class certification and continued
6 litigation, Defendant's policies and practices during the relevant liability period, and the substantial
7 and immediate benefit provided to the Settlement Class. Given the risks, costs, and delay inherent
8 in continued litigation, Counsel believe the Settlement is fair, adequate, and reasonable and in the
9 best interests of the Settlement Class.

10 27. Based on the estimated Net Settlement Amount of \$57,550.00, on average each
11 Settlement Class Member with approximately \$605.79 per Class Member. The highest amount a
12 Settlement Class Member will receive is approximately \$3,067.65. The lowest payment is estimated
13 to be approximately \$22.98 for someone who worked only one workweek. These amounts are
14 subject to employee-side tax and withholdings. To the extent any amount for Attorneys’ Fees, Costs,
15 Claims Administration Costs or Incentives are not awarded, the difference in those amounts will be
16 added to the NSA. This is a guaranteed amount of money paid to Settlement Class Members now,
17 rather than the continued risk of further litigation and receiving no money sometime in the far future
18 and after trial and appeals.

19 28. The PAGA members who worked during the PAGA period will be paid a PAGA
20 Payment based upon a pro rata share of the number of pay periods each PAGA member worked
21 compared to the total pay periods worked by all PAGA group members during the PAGA period of
22 approximately 2,540 pay periods during the PAGA period. As a result, there are approximately 95
23 PAGA members or Aggrieved Employees who will each receive on average approximately \$26.32
24 per PAGA member. The highest individual PAGA Penalties payment to an Aggrieved Employee
25 is approximately \$131.89. The lowest value is approximately \$0.98 for one pay period worked.

26 29. The Class Representative has provided extensive supporting documents and assisted
27 Class Counsel in developing information necessary to litigate and settle this case. Plaintiff also
28 conducted record review and consultation with counsel in preparation for mediation, and to assist

1 in evaluating and proving the claims. The settlement provides for a Payment to be paid to the Class
2 Representative in the amount of \$6,500.00, subject to Court approval. The purpose is to compensate
3 the Class Representative an additional incentive payment, taking into consideration the risks, time,
4 effort and expenses incurred in coming forward to provide invaluable information and negotiate and
5 litigate this matter on behalf of all Settlement Class Members who otherwise, would probably not
6 file their own individual claims to recover what may be relatively low damages. Further, the
7 Payment of \$6,500.00 as an Enhancement Award to the Class Representative is a very fair and
8 justified as part of the Settlement based on the risks Plaintiff has taken and benefits conferred upon
9 the Settlement Class.

10 30. I believe that the consideration and terms set forth in the Settlement Agreement is
11 fair, reasonable, and adequate and are in the best interests of the Settlement Class in light of all
12 known facts and circumstances, including the various defenses asserted by Defendant, and
13 numerous potential appellate issues. In addition, the prospect of a potential adverse summary
14 judgment ruling, as well as the uncertainty of class certification, the difficulties of complex
15 litigation, the lengthy process of establishing specific damages and various possible delays and
16 appeals, were also carefully considered in agreeing to the proposed Settlement.

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

27 32. Given the risks inherent in litigation, this settlement is fair, adequate, and reasonable
28 and is in the best interests of the Settlement Class, and should be finally approved.

CLASS COUNSEL EXPERIENCE

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

- *Mojica v. Compass Group, Inc., et. al.* USDC Central District, Case No. 8:13-cv-01754.
- *Dao v. 3M Company, et al.* USDC, CENTRAL DISTRICT, Case No. CV-08-04554.
- *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
- *Morgan v. Aramark Campus, LLC*, USDC, CENTRAL DISTRICT, Case No. SACV08-00412.
- *West v Iron Mountain Information Management, Inc, et. al.*; Los Angeles County Superior Court, Case No. BC393709.
- *Gonzalez v. Superior Industries International, Inc., et al.*, Los Angeles County Superior Court, Case No. BC 357912.
- *Acosta v. Fleetwood Travel Trailers of California, Inc., et al.*, Riverside County Superior Court, Case No. RIC 440630.
- *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No. 05CC00293.
- *Padron v. Universal Protection Service, et al*, Orange County Superior Court, Case No. 05CC00013.
- *Martinez v. Securitas Security Services USA, et al.*, Santa Clara Superior Court, Case No. 105-CV047499, et al. J.C.C.P. No. 4460.
- *Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.*, Riverside Superior Court, Case No. RIC 420909.
- *Ruiz, et al. v. Unisource Worldwide, Inc., et al.*, USDC, CENTRAL DISTRICT, Case No. CV09-05848.

- ***Herrador v. Culligan International Company, et al.***, USDC, CENTRAL DISTRICT, Case No. SACV 08-680.
- ***Defries v. Domain Restaurants, et al.***, Orange County Superior Court, Case No. 05CC00128.
- ***Denton v. BLB Enterprises, Inc., et al.***, Orange County Superior Court, Case No. 07CC01292.
- ***Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.***, Los Angeles Superior Court, Case No. BC411477.
- ***McMurray v. Dave and Busters, Inc., et al.***, Orange County Superior Court, Case No. 06CC00099.
- ***Osuna v. DFG Restaurants, Inc., et al.***, Los Angeles Superior Court, Case No. BC 330145.
- ***Burns v. Gymboree Operations, Inc., et al.***, San Francisco Superior Court, Case No. CGC-07-461612.
- ***Willems v. Diedrich Coffee, Inc., et al.***, Orange County Superior Court, Case No. 07CC00015.
- ***Davila, et al. v. Beckman Coulter, Inc., et al.***, Orange County Superior Court, Case No. 07CC01347.
- ***Perez v. Naked Juice Company of Glendora, Inc.***, Los Angeles Superior Court, Case No. BC387088.
- ***Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and Hour Cases***, Los Angeles Superior Court, Case No. JCCP 4545.
- ***Placencia v. Amcor Packaging Distribution, Inc.***, Orange County Superior Court, Case No. 30-2013-00694012-CU-OE-CXC.
- ***Trani v. Lisi Aerospace, et al.***, Los Angeles Superior Court, Case No. BC495527.
- ***Galvan v. Goodwin Co.***, Orange County Superior Court, Case No. 30-2013-00637062-CU-OE-CXC.

- ***Reyes v. Bristol Fiberlite***, Orange County Superior Court, Case No. 30-2013-00653425-CU-OE-CXC.
- ***Gutierrez v. HMT Tank***, USDC Central Dist., Case No. CV14-1967-CAS(MAN)
- ***Williams v. Il Fornaio America Corp.***, Sacramento County, Case No. 34-2011-0009616.
- ***Aguilar v. 7-Eleven, Inc.***, Orange County, Case No. 30-2009-002687141-CU-OE-CXC.
- ***Madrigal v. Huntington Beach Market Broiler, Inc.***, Orange County, Case No. 30-2012-00611260.
- ***Vang v. Jazz Semiconductor, Inc.***, Orange County, Case no. 30-2011-00460278.
- ***Vigueras v. Red Robin International, Inc.***, USDC Central Dist. Case No. *SACV 17-1422 JVS (DFMx)*;
- ***Smith v. Space Exploration Technologies Corp.***, Los Angeles Superior Court, Case No. *BC55429*;
- ***Cano v. Financial Statement Services, Inc.***, Orange County Superior Court, Case No. 30-2013-00653349-CU-OE-CXC;
- ***Mendez v. Liberty Glass Fabricators, Inc.***, Riverside County Superior Court Case No. *RIC1800119*;
- ***Attia v. Neiman Marcus Group, Inc.***, United States District Court for the Central District of California Case No. 8:16-cv-001504-DOC-FFM;
- ***O'Brien, et al. v. Cerida Investment Corp.***, Santa Clara Superior Court Case No. *21CV384527*;
- ***Gonzalez v. Quality Aluminum Forge, LLC***, Orange County Superior Court Case No. 30-2015-00817941;
- ***Shay v. Apple, Inc.***, United States District Court for the Southern District of California Case No. 3:20-cv-1629-JO-BLM;
- ***Milligan v. CWI, Inc.***, San Bernardino Superior Court Case No. CIVDS 2013999;
- ***Aguilar v. LDI Mechanical, Inc.***, Riverside County Case No. *RIC1610019*;

- *Abron v. University Healthcare Alliance*, Alameda County Superior Court Case No. RG20066438;
- *Benson v. F21 Opco, LLC*, San Diego Superior Court Case No. 37-2021,00024619-CU-OE-CTL;
- *Allen v. Creative Stone Mfg., Inc.*, San Bernardino County Superior Court Case No. CIVSB2201498;
- *Santamaria v. Bright Horizons Children's Center*, San Bernardino County Superior Court Case No. CIVSB2210140;
- *Yniguez v. Airgas USA, LLC*, Los Angeles County Superior Court Case No. 20STCV18190;
- *Cervantez v. Genuine Parts Company*, Los Angeles County Superior Court Case No. 22STCV00981;
- *Robles v. Jetro Holdings, LLC*, San Diego Superior Court Case No. 37-2021-00015414-CU-OE-CTL;
- *Hernandez v. Euromarket Designs, Inc.*, Santa Clara County Superior Court Case No. 20CV3770922;
- *Ayala v. Veg-Land, et al.*, Orange County Superior Court Case No. 30-2014-00738775-CU-OE-CXC;
- *Puente v. Sully-Miller Contracting Co.*, Orange County Superior Court Case No. 30-2015-00792088-CU-OE-CXC;
- *Garcia v. Revolution Foods, Inc.*, Los Angeles Superior Court Case No. BC579142;
- *Attaway, et al. v. Alliance Residential, LLC*, Santa Clara County Superior Court Case No. 20CV365134;
- *Bowman v. Delta Dental of California*, Alameda County Superior Court Case No. RG21108230;
- *Hernandez v. Burrtec Waste & Recycling Services, LLC*, United States District Court for the Central District of California Case No. 5:21-CV-001490-JWH-SP;

- ***Grant v. T-Mobile USA, Inc.***, United States District Court for the Central District of California Case No. 2:21-CV-02268;
- ***Dawson v. Wonderful Pistachios and Almonds, LLC***, Kern County Superior Court Case No. BCV-17-100848;
- ***Hamilton, et al. v. Michael Kors Stores (California), Inc.***, Los Angeles County Superior Court Case NO. 19STCV37061;
- ***Ross v. Stater Bros.***, San Bernardino Superior Court Case No. CIVDS1902518;
- ***Walker v. Barrett Business Services, Inc., et al.***, Los Angeles County Superior Court Case No. 20STCV39172;
- ***Benitez, et al. v. Medtronic, Inc., et al.***, Orange County Superior Court Case No. 30-2019-01069185-CU-OE-CXC;
- ***Montgomery v. Copart, Inc.***, Sacramento County Superior Court Case No. 34-2020-00280733-CU-OE-GDS;
- ***Vizcarra-McNamee v. Nordstrom, Inc.***, Orange County Superior Court Case No. 30-2020-01141916-CU-OE-CXC;
- ***Ayers v. Cherry Hill Programs, Inc.***, Fresno County Superior Court Case No. 20CECG00821;
- ***Sleeper v. Boot Barn, Inc.***, Sacramento County Superior Court Case No. 34-2019-00272000-CU-OE-GDS;
- ***Pulido-Dias v. Dirt Cheap, Inc.***, San Bernardino County Superior Court Case No. CIVDS1719694;
- ***Villanueva v. Nordstrom, Inc.***, San Bernardino County Superior Court Case No. CIVDS1918706;
- ***Bryson v. Madame Tussauds, et al.***, Los Angeles County Superior Court Case No. 19STCV33514
- ***Hightower v. Levy Premium, et al.***, Santa Clara County Superior Court Case No. 19CV359262;

- ***Marquez v. Maxim Crane Works, L.P., et al***, Los Angeles County Superior Court Case No. 19STCV39548;
- ***Rovira v. Silverado Senior Living Management, Inc.***, Orange County Superior Court Case No. 30-2020-01136565-CU-OE-CXC;
- ***Hallum, et al. v. FCA US, LLC***, San Bernardino County Case No. CIVDS1936782;
- ***Martinez v. Placer Title Co., et al.***, Kern County Case No. BCV-19-103486;
- ***Torres v. Van Law Food Products, Inc.***, Orange County Case No. 37-2017-00946312-CU-OE-CXC;
- ***Holmes v. Pet Food Express, LLC***, Alameda County Case No. 22CV014140;
- ***Ventura v. Conduent Commercial Solutions, LLC***, Kern County Case No. BCV-22-102043;
- ***Ramirez v. CSI Electrical Contractors, Inc.***, Fresno County Superior Court Case No. 18CECG04150;
- ***Magana v. Eibach Springs, Inc.***, Riverside County Superior Court Case No. RIC1708917;
- ***Knox v. Express Messenger Systems, Inc.***, San Bernardino County Superior Court Case No. CIVDS1932323;
- ***Corona, et al. v. G&M Oil Company, Inc.***, Los Angeles County Superior Court Case No. BC640876
- ***Aguilar v. Peach Home Services, Inc., et al.***, Riverside County Superior Court Case No. RIC1823057;
- ***Wilson v. M.C. LLC***, Orange County Superior Court Case No. 30-2019-01103382-CU-OE-CXC.
- ***Nunez v. Nevell Group, Inc.***, Orange County Superior Court Case No. 30-2015-00783269.
- ***Bendorf, et al. v. Sea World LLC, et al.***, San Diego Superior Court Case No. 37-2021-00034922-CU-OE-CTL;
- ***DeMartini, et al. v. Safelite Fulfillment, Inc.***, Marin County Case No. CIV20002076;

- *Ayala, et al., v. Macy's West Stores, Inc.*, Los Angeles County Case No. 20STCV34182;
- *Wallen, et al. v. United Rentals (North America), Inc., et al.*, Stanislaus County Case No. CV-22-000399;
- *Granados v. Hyatt Corporation*, United States District Court for the Southern District of California Case No. 3:23-cv-01001-H-VET;
- *Vigil v. Hyatt Corporation*, United States District Court for the Northern District of California Case No. 4:22-cv-00693;
- *Garcia v. U.S. Best Ingredients, Inc.*, Los Angeles Superior Court Case No. 21TRCV00813.

REASONABLENESS OF REQUESTED ATTORNEYS' FEES

34. Here, the Parties' agreement to pay Class Counsel Fees of 1/3rd of the GSA is reasonable. My firm and I have been the only counsel to represent Plaintiff and the Settlement Class in this matter, and we have borne the entire risk and cost of this litigation on a pure contingency fee basis. The legal issues raised drew significantly upon my experience and the extensive review and analysis of documents and information by me and others at my firm and our co-counsel. In a complex action such as this, the proposed attorneys' fees are, at the very least, on the low side of the market rate for contingency fees.

35. In sum, my firm has been the lead or co-lead counsel in hundreds of wage and hour cases since its inception. These cases have confronted many of the same issues presented in the above-entitled action. We have been certified as class counsel on numerous occasions (both through settlement and via motion). We have successfully recovered hundreds of millions of dollars for employees in the State of California and millions for the State as well through PAGA.

36. Indeed, our firm has served as class counsel in a number of significant wage and hour settlements. Of particular note, in 2019, our firm was co-lead counsel in securing the largest wage and hour class action settlement in California history at \$130,000,000. During this case, plaintiffs appealed a decertification order. This case involved several appeals. The appellate record amassed an extensive appellate record comprising a 23-volume joint appendix, a three-volume reporters'

1 transcript, five briefs, four letter briefs, two motions for judicial notice, a motion to augment the
2 record, and several additional letters informing the appellate court of new legal authority issued after
3 Dukes. The matter was argued to and submitted by the Court of Appeal on September 15, 2016, and
4 on November 21, 2016, the decertification order was reversed, and the case was remanded for
5 further proceedings. (*Lubin v. The Wackenhut Corporation* (“Lubin”), 5 Cal. App. 5th 960 (2016)).
6 Wackenhut filed a petition for review of the Court of Appeal decision to the California Supreme
7 Court. The Supreme Court denied Wackenhut’s petition for review of Lubin. The Court of Appeal
8 issued remittitur on April 10, 2017. Eventually through additional litigation, the parties were able
9 to secure the \$130 million settlement that was approved on October 21, 2019, by Judge Highberger
10 in the Los Angeles Superior Court.

11 37. Additionally, in early 2020, our firm served as lead counsel in a class action jury trial
12 in the Central District of California involving the class and PAGA representative claims of over
13 23,000 employees which successfully resolved in the midst of trial for \$8,500,000.

14 38. Our firm has settled many high-stakes class and representative actions. Hawkins’
15 settlements have directly compensated hundreds of thousands of California workers and consumers.
16 Hawkins’ actions have also forced employers to modify their policies for the benefit of employees
17 including changing the compensation structure for certain employees and changing practices to
18 ensure that workers will be able to take timely rest and meal breaks. A leader in prosecuting class
19 and PAGA enforcement actions, Hawkins has secured millions of dollars for workers and in civil
20 penalties for the State of California.

21 39. Here, the Parties’ agreement to pay Class Counsel Fees of 1/3rd of the Gross
22 Settlement Amount (i.e. \$150,000.00) is reasonable. Plaintiff’s counsel has borne the entire risk
23 and cost of this litigation on a pure contingency fee basis. The legal issues raised drew significantly
24 upon my firms and co-counsel’s experience and the extensive review and analysis of documents and
25 information by me and others at my firm and our co-counsels’. In a complex action such as this,
26 the proposed attorneys’ fees are, at the very least, on the low side of the market rate for contingency
27 fees.

28 40. In addition to the requested attorneys’ fees, Class Counsel seeks up to \$20,000 in

1 litigation costs. These costs have been necessary costs associated with prosecution of this important
2 matter. Counsel for Plaintiff respectfully requests the Court grant the request to have these costs
3 repaid from the Settlement.

4 41. Despite the complexity of the case, Class Counsel has, through the investment of
5 substantial effort and the resources of my law firm been able to secure an outstanding settlement
6 on behalf of the Settlement Class. Plaintiff would have faced substantial legal and factual obstacles
7 in demonstrating that class certification was appropriate. Plaintiff would also have been required
8 to establish a significant amount of witness testimony, pattern and practice evidence, statistical
9 evidence, sampling evidence, expert testimony, and other evidence in order to present their case
10 both at the class certification stage and trial. Defendant has vigorously contested liability, the
11 amount of claimed damages, and the propriety of class certification, and would have continued to
12 do so through trial. Accordingly, I believe the Settlement to be fair, reasonable, and adequate and
13 in the best interests of the Settlement Class. The fairness and adequacy of the Settlement is
14 confirmed by all known facts and circumstances, including the risk of significant delay and
15 uncertainty associated with litigation, the various defenses asserted by Defendant, and numerous
16 potential appellate issues.

17 **REASONABLENESS OF THE NAMED PLAINTIFFS' ENHANCEMENT AWARDS**

18 42. The parties request payment of the Class Representative Enhancement Award from
19 the non-reversionary Gross Settlement Amount to the Class Representative in the amount of
20 \$6,500.00, in addition to the payment he is otherwise entitled to receive as a Class Member. The
21 proposed Enhancement Award is reasonable compensation given the time and effort that the
22 Plaintiff devoted to this case; the valuable assistance he provided to Class Counsel; and the fact that
23 he entered into a general release of claims that is broader than the release of the Class.

24 43. Plaintiff provided invaluable assistance to Class Counsel and the Class in this case,
25 including providing factual background for the Class Complaint; reviewing the relevant documents,
26 and Complaint; preparing for and participating in full day mediation; participating in phone calls
27 with their lawyers to discuss litigation and settlement strategy; and reviewing the settlement
28 documents. Plaintiff agreed to participate in this case with no guarantee of personal benefit. The

1 Court already found the requested Enhancement Award to be reasonable, as it was preliminarily
2 approved per the Court's June 3, 2026 Order granting Preliminary Approval (Exhibit A).

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4 I declare under penalty of perjury that the foregoing is true and correct. Executed on
5 September 8, 2026 at Irvine, California.

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James R. Hawkins

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Exhibit A

1 JAMES HAWKINS APLC
James R. Hawkins, Esq. (#192925)
2 Gregory Mauro, Esq. (#222239)
Michael Calvo, Esq. (#314986)
3 Lauren Falk, Esq. (#316893)
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4 9880 Research Drive, Suite 200
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8 Email: Ava@jameshawkinsaplc.com

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

JUN - 3 2026

BY  JESSE M. GARCIA, DEPUTY

9 Attorneys for Plaintiff SHANNEN GARNER
10 individually and on behalf of all others similarly situated.

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SAN BERNARDINO**

13 SHANNON GARNER, individually and on
14 behalf of all others similarly situated,

Case No.: CIVSB2412063 and
CIVSB2420009

15 Plaintiff,

Judge: Hon. Charlie Hill
Department: S-30

16 v.

17
18 STRATEGIC SECURITY SERVICES, INC.,
and DOES 1 - 50, inclusive,

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

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

ORDER

This matter came on for hearing on June 3, 2026 in Department S-30 of the above-captioned Court on the Motion for Preliminary Approval of Class and PAGA Action Settlement (“Motion”), upon the terms and conditions set forth in the Class Action and PAGA Settlement Agreement (hereinafter “Settlement Agreement” or “Settlement”) attached as Exhibit 1 to the Declaration of James Hawkins filed in support of the Motion.

The Court, having fully reviewed the Motion, the Memorandum of Points and Authorities and Declarations filed in support thereof, the Settlement Agreement, including the Court Approved Notice of Class Action Settlement attached as Exhibit A to the Settlement Agreement, and in recognition of the Court's duty to make a preliminary determination as to the reasonableness of any proposed class action settlement, and if preliminarily determined to be reasonable, to ensure proper notice is provided to Class Members in accordance with due process requirements, and to set a Final Approval Hearing to consider the proposed Settlement Agreement as to the good faith, fairness, adequacy and reasonableness of any proposed settlement, and having heard the argument of Counsel for the respective parties, and good cause appearing, **HEREBY GRANTS THE MOTION IN ITS ENTIRETY AND MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:**

This Order incorporates by reference the definitions of the Settlement Agreement, and all terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement, unless otherwise defined herein.

It appears to the Court on a preliminary basis that the Gross Settlement Amount (“GSA”) is fair and reasonable to the Class Members when balanced against the probable outcome of further litigation relating to class certification, the liability and damages issues involved, and the potential for appeals. It further appears that sufficient investigation, research, and litigation has been conducted such that counsel for the Parties at this time is able to reasonably evaluate their respective positions. It further appears that the Settlement at this time will avoid substantial costs, delay and risks that would be presented by the further prosecution of the litigation. It further appears that the proposed Settlement has been reached as the result of intensive, serious and non-

1 collusive negotiations between the Parties. ACCORDINGLY, GOOD CAUSE APPEARING,
2 THE MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION
3 SETTLEMENT IS HEREBY GRANTED, AND AS A PART OF SAID PRELIMINARY
4 APPROVAL, THE COURT HEREBY ORDERS THAT THE CLASS BE CONDITIONALLY
5 CERTIFIED FOR SETTLEMENT PURPOSES ONLY, AND THAT JAMES HAWKINS, APLC
6 BE CONDITIONALLY AND PRELIMINARILY APPOINTED CLASS COUNSEL. MORE
7 SPECIFICALLY, THE COURT FINDS AS FOLLOWS:

8 The Court finds on a preliminary basis that the Settlement between Plaintiff and
9 Defendants appear to be within the range of reasonableness of a settlement which could ultimately
10 be given final approval by this Court. The Court preliminarily finds that the terms of the
11 Settlement are fair, reasonable, and adequate, pursuant to Section 382 of the California Code of
12 Civil Procedure and California Rules of Court, rule 3.769.

13 The Court notes that Defendants have agreed to a non-reversionary GSA of \$150,000.00.
14 Defendant will pay out the entirety of the GSA in 19 installments to the Settlement Administrator
15 for distribution to the Participating Class Members and PAGA Settlement Members, less
16 deductions for Class Counsel's Fees and Expenses, the Class Representative Service Award
17 Payment, reasonable expenses of the third-party Settlement Administrator, and the LWDA for
18 PAGA penalties, as set forth in the Settlement Agreement.

19 The Court finds that the elements of numerosity, commonality, typicality and adequacy
20 have been established to support conditional certification of the Class for settlement purposes,
21 with Plaintiff acting as the Class Representative.

22 The Court hereby appoints, for settlement purposes, Plaintiff SHANNEN GARNER as
23 the Class Representative and finds Plaintiff is an adequate representative for the Class for
24 settlement purposes only. The Court further finds that James Hawkins APLC has preliminarily
25 established adequacy to be appointed as Class Counsel and appoints them as Class Counsel.

26 The Class as identified in the Settlement Agreement is provisionally certified by this
27 Order.

28 The Court finds that the proposed manner of class notice is adequate.

1 The Court approves ILYM Group, Inc. to serve as the Settlement Administrator.

2 The Court further hereby approves the Notice of Class Action Settlement ("Class Notice")
3 (attached as Exhibit A to the Settlement Agreement) to be mailed to the Class.

4 The Court finds that the Class Notice constitutes the best notice practicable under the
5 circumstances, is in full compliance with the laws of the State of California and, to the extent
6 applicable, the United States Constitution and the requirements of due process. The Court further
7 finds that the Class Notice fully and accurately informs Class Members of all material elements
8 of the proposed Settlement, of each Class Member's right to be excluded from the Settlement, and
9 each Class Member's right and opportunity to object to the proposed Settlement. The Class Notice
10 adequately advises the Class about: the Actions; the terms of the proposed Settlement and the
11 benefits available to each Class Member; each Class Member's right to participate, submit an
12 exclusion/Opt-Out, or Objection to the proposed Settlement, and the timing and procedures for
13 doing so; the temporary and conditional certification of the Class for settlement purposes only;
14 preliminary Court approval of the proposed Settlement; timing and procedures for distributing the
15 Gross Settlement and the Individual Settlement Payments to the Participating Class Members;
16 and the date of the Final Approval Hearing as well as the rights of the Class to file documentation
17 in support of or in opposition to and appear in connection with said hearing.

18 ACCORDINGLY, AND FOR GOOD CAUSE APPEARING, THE COURT HEREBY
19 APPROVES, AS TO FORM AND CONTENT, THE NOTICE OF PROPOSED SETTLEMENT
20 OF CLASS AND PAGA ACTION AND HEARING DATE FOR FINAL COURT APPROVAL
21 ("Class Notice") attached as Exhibit A to the Settlement Agreement. The Court finds the Class
22 Notice fully and accurately informs the Class of all material elements of the proposed Settlement,
23 of the Class Members' right to be excluded from the Class, and of the Class Members' right and
24 opportunity to object to the Settlement. The Court also finds that mailing the Class Notice to the
25 last known address of the Class Member, as specifically described within the Settlement
26 Agreement, constitutes an effective method of notifying Class Members of the Settlement, is the
27 best notice practicable under the circumstances, and constitutes due and sufficient notice of all
28 persons entitled thereto. ACCORDINGLY, IT IS HEREBY ORDERED that:

1 Within 20 business days after notice of entry of this Order, Defendant will provide the
2 Class Data to the Settlement Administrator. The Settlement Administrator will run a check of the
3 Class Members' addresses against those on file with the U.S. Postal Service's National Change
4 of Address Database. The Class Data provided to the Settlement Administrator will remain
5 confidential and shall not be shared with either Plaintiff or Class Counsel unless expressly
6 approved by Defendant and Defense Counsel. The Settlement Administrator shall use due care
7 with respect to the storage, custody, use, and/or dissemination of the confidential information.
8 Such information must be stored in a secure fashion and all persons who access the data must
9 agree to keep it confidential.

10 IT IS FURTHER ORDERED the Settlement Administrator shall mail the Class Notice by
11 first class mail, pursuant to the terms set forth in the Settlement Agreement.

12 IT IS FURTHER ORDERED The Court preliminarily approves the procedure for
13 exclusion from the Settlement. A Class Member may only exclude themselves from the
14 Settlement by submitting a valid opt-out request ("Opt-Out Request"). A valid Opt-Out Request
15 must be in writing and must:

- 16 (i) contain the Class Member's full name and current address, telephone number, and
17 the last four digits of the Social Security number of the Class Member;
- 18 (ii) be signed by the Class Member;
- 19 (iii) include a statement clearly expressing the Class Member's desire to be excluded
20 from (or opt out of) the Settlement; and
- 21 (iv) be postmarked on or before the deadline.

22 Any Class Members who worked during the PAGA Period will still be considered PAGA
23 Members for purposes of the Settlement Agreement, regardless of whether they opt out of being
24 a Class Member in the Settlement.

25 IT IS FURTHER ORDERED Any Class Member who fails to submit a timely, complete,
26 and valid Opt-Out Request will be barred from opting out of the Settlement Agreement or the
27 settlement, unless otherwise ordered by the Court. If the Settlement Administrator receives a
28 timely Opt-Out Request that is incomplete, it will make reasonable attempts to contact the class

1 member to cure the defect. The Settlement Administrator will not consider any Opt-Out Request
2 postmarked after the end of the Notice Period, but will report its receipt of any such requests to
3 Class Counsel and counsel for Defendants. It shall be presumed that if an Opt-Out Request is not
4 postmarked on or before the end of the Notice Period, the Class Member did not make the request
5 in a timely manner. Absent good cause found by the Court, a declaration submitted by any Class
6 Member attesting to the mailing of an Opt-Out Request on or before the expiration of the Notice
7 Period shall be insufficient to overcome the conclusive presumption that the Opt-Out Request was
8 untimely. Under no circumstances shall the Settlement Administrator have the authority to extend
9 the deadline for Class Members to submit a request to opt out of the settlement without the Parties'
10 joint written consent.

11 IT IS FURTHER ORDERED The Court preliminarily approves the proposed procedure
12 for objecting to the Settlement. Any Class Member who does not opt out of the Settlement may
13 object to the Settlement, and even then they may only object to the class action components of
14 the Settlement, as set forth in the Settlement Agreement. Any written objection must be sent to
15 the Settlement Administrator (who shall promptly provide a copy to Class Counsel and counsel
16 for Defendant) by the deadline. Class Counsel will ensure that any written objections get filed
17 with the Court concurrently with the final approval documents by having it attached to the
18 Settlement Administrator's Declaration. In addition, Class Members may appear at the final
19 approval hearing to state their objection even if they do not submit a written objection to the
20 Settlement.

21 IT IS FURTHER ORDERED Class Counsel and/or Defendant's counsel may, up to five
22 (5) court days before the Final Approval Hearing Date, file responses to any written objections
23 submitted to the Court.

24 If a Class Member submits both an Opt-Out Request and an objection (regardless of which
25 came first), the objection shall nullify the Opt-Out Request and the Class Member will be deemed
26 a Participating Class Member. To the extent any Participating Class Member objects to the
27 Settlement and such objection is overruled in whole or in part, such individuals will be bound by
28 the Court's Final Approval Order.

1 IT IS FURTHER ORDERED that any disputes not resolved by the Settlement
2 Administrator concerning the administration of the Settlement will be resolved by the Court under
3 the laws of the State of California. Prior to any such involvement of the Court, counsel for the
4 Parties will confer in good faith to attempt to resolve the dispute without involving the Court.

5 IT IS FURTHER ORDERED that the Final Approval Hearing shall be held on
6 10-1-26 at 8:30 a.m., or such later date and time that are convenient to the Court, in
7 Department S-30 of the above captioned Courthouse to consider the fairness, adequacy and
8 reasonableness of the proposed Settlement preliminarily approved by this Order Granting
9 Preliminary Approval, and to consider the application of Class Counsel for an award of attorneys'
10 fees, costs, Plaintiff's Class Representative Service Award Payment, and the expenses of the
11 Settlement Administrator. The Court may continue the Final Approval Hearing to another date
12 at its discretion.

13 IT IS FURTHER ORDERED that all briefs and materials in support of an Order Granting
14 Final Approval and application for attorneys' fees and costs, class representative service payment,
15 and settlement administration expenses, shall be filed with this Court and served on all counsel
16 no later than sixteen (16) court days before the date set for the Final Approval Hearing.

17 IT IS FURTHER ORDERED that, if for any reason the Court does not execute and file
18 an Order Granting Final Approval and Judgment, or if the Effective Date does not occur for any
19 reason whatsoever, the Settlement Agreement and the proposed Settlement which is the subject
20 of this Order and all evidence and proceedings had in connection therewith shall be without
21 prejudice to the status quo ante rights of the Parties to the litigation as more specifically set forth
22 in the Settlement Agreement.

23 IT IS FURTHER ORDERED that, pending further order of this Court, all proceedings in
24 this matter except those contemplated herein and in the Settlement Agreement are stayed.

25 The Court expressly reserves the right to adjourn or continue the Final Fairness Approval
26 Hearing from time to time without further notice to the Class.

27 **IT IS SO ORDERED.**

28 JUN - 3 2026

IT IS SO ORDERED

Judge

Charlie Lee Hill, Jr.

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Exhibit B

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.

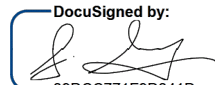
- 12.8 Voluntary Agreement. This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of either Party, or of any other person, firm or entity. Each Party has made such investigation of the facts pertaining to this Agreement and of all other matters pertaining 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

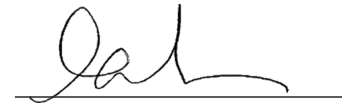
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 39DCC771F9D341D...
 Shannen Garner
 Plaintiff

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

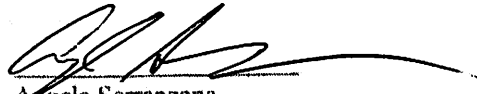

Mohammad Ali
As an authorized representative for
Defendant Strategic Security Services, Inc

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.

PROOF OF SERVICE, COUNTY OF ORANGE

I am a resident of the State of California, County of Orange. I am over the age of eighteen years and not a party to the within action. My business address is 9880 Research Drive., Suite 200, Irvine, California 92618.

On September 8, 2026, I served on the interested parties in this action the following document(s) entitled:

NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES; PROPOSED ORDER IN SUPPORT

DECLARATION OF JAMES HAWKINS IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

DECLARATION OF PLAINTIFF SHANNEN GARNER IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT

DECLARATION OF NATHALIE BELTRAN OF ILYM GROUP, INC., IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address Eddie@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

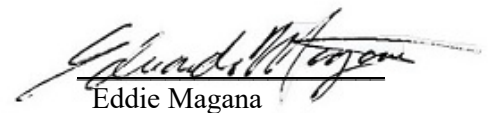
SERVICE LIST

Angela Serranzana, Esq. (SBN 271205)
JORDEN BUECHNER & SERRANZANA APC
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Los Angeles, CA 90026
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service@jbslawoffices.com
Attorneys for Defendant
STRATEGIC SECURITY SERVICES, INC.

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

[XX] **STATE:** I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

Executed on September 8, 2026, at Irvine, California


Eddie Magana