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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE

SAMUEL KENNETH PORTER, individually, and on behalf of other members of the general public similarly situated; JULIO ACEVEDO, APRIL LUCKETT, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiffs,

vs.

ABSOLUTE SECURITY INTERNATIONAL, INC., an unknown business entity; and DOES 1 through 100, inclusive,

Defendants.

Case No. 24STCV29888

Honorable David S. Cunningham III
Department 11

CLASS ACTION

DECLARATION OF RYAN SLINGER IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Hearing Date:	May 10, 2027
Hearing Time:	10:00 a.m.
Department:	11
Complaint Filed:	November 13, 2024
FAC Filed:	August 14, 2026
Trial Date:	None Set

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DECLARATION OF RYAN SLINGER

I, Ryan Slinger, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiffs Julio Acevedo ("Plaintiff Acevedo") and Samuel Kenneth Porter ("Plaintiff Porter") (collectively with Plaintiff April Luckett, the "Plaintiffs"). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

PROCEDURAL HISTORY

2. On November 13, 2024, Plaintiff Porter filed the Class Action Complaint for Damages in the Superior Court for the County of Los Angeles, thereby commencing the above-captioned lawsuit.

3. On March 7, 2025, Plaintiff Acevedo provided written notice by electronic upload to the California Labor and Workforce Development Agency ("LWDA") and Defendant Absolute International Security, Inc. ("Defendant") of the specific provisions of the California Labor Code that were alleged to be violated ("Acevedo PAGA Notice"). Marked and attached hereto as "**EXHIBIT 1**" is a true and correct copy of the Acevedo PAGA Notice.

4. On May 12, 2025, Plaintiff Acevedo filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.*, thereby commencing a representative action entitled *Dominique Scott; Julio Acevedo v. Absolute International Security, Inc.; Absolute Security Intl Corp*, in the Superior Court of California for the County of Los Angeles, Case No. 25PSCV01730 ("*Acevedo* Action").

5. On August 14, 2026, Plaintiff Porter filed a First Amended Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Lab. Code § 2698, *Et Seq*. ("Operative Complaint"), adding a PAGA cause of action and Julio Acevedo and April Luckett as plaintiffs.

THE PROPOSED SETTLEMENT

6. Marked and attached hereto as "**EXHIBIT 2**" is a true and correct copy of the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement," "Agreement," or

"Settlement Agreement") entered into by and between Plaintiffs, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant, on the other hand (together, the "Parties"). The Parties and their counsel have approved the proposed Notice of Class Action Settlement ("Class Notice"), which is attached to the Settlement Agreement as "Exhibit A" and respectfully request that the Court approve it as well.

7. The Settlement provides for a Total Settlement Amount of $1,000,000.00 to be paid on a non-reversionary basis. The Net Settlement Amount is the Total Settlement Amount less the following amounts, subject to approval by the Court: Attorneys' Fees of up to $350,000.00 (if the Total Settlement Amount remains $1,000,000.00) and Costs not to exceed $60,000.00 to Class Counsel, Enhancement Payments to Plaintiffs of $10,000.00 each, Settlement Administration Costs to the Settlement Administrator not to exceed $21,000.00, and the PAGA Amount of $200,000.00. Assuming that the amounts allocated under the Settlement toward these payments are awarded by the Court, the Net Settlement Amount that will be available for distribution to Settlement Class Member is currently $339,000.00. Additionally, 35% of the PAGA Amount (i.e., PAGA Member Amount), which is $70,000.00 out of $200,000.00, will be distributed to the PAGA Members, for their respective portion of the PAGA Member Amount. The Total Settlement Amount will be fully distributed in accordance with the terms of the Settlement and there is no reversion to Defendant.

8. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to 35% of the Total Settlement Amount (i.e., $350,000.00, if the Total Settlement Amount remains $1,000,000.00) and expenses and costs of not more than $60,000.00, which will be paid out of the Total Settlement Amount, subject to approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained. A description of the qualifications of Class Counsel, the work performed by Class Counsel, and the results achieved by Class Counsel in this matter can be found in paragraphs 16 through 26, *infra*.

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9. The Settlement Agreement provides for payment of up to $10,000.00 to each Plaintiff as an Enhancement Payment, to be paid out of the Total Settlement Amount subject to approval by the Court. Plaintiffs Porter and Acevedo spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiffs Porter and Acevedo were available whenever Class Counsel needed them and actively tried to obtain information that would benefit the Class. Accordingly, it is appropriate and just for Plaintiffs Porter and Acevedo to receive Enhancement Payments, in addition to their individual settlement payments, for their services on behalf of the Class, PAGA Members, and the State of California.

10. The Parties have agreed to retain Simpluris, Inc., ("Settlement Administrator") to handle the notice and settlement administration process. The Parties respectfully request that the Court appoint Simpluris, Inc. to handle these procedures and serve as the Settlement Administrator. Defendant will provide the Settlement Administrator with the Class List, and the Settlement Administrator will calculate each Class Member's estimated share of the Net Settlement Amount ("Individual Settlement Share") and each PAGA Member's estimated pro rata share of the 35% portion of the PAGA Amount. The Settlement Administrator will be responsible for printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, transmitting funds representing uncashed checks after the void date to the California Controller's Unclaimed Property Fund in the name of each Class Member and/or PAGA Member to whom the checks were issued, and other duties and responsibilities set forth to process the Settlement, and as requested by the Parties. Settlement Administration Costs are currently estimated not to exceed $21,000.00 and will be paid out of the Total Settlement Amount, subject to approval of the Court.

11. Under the Settlement Agreement, Defendant is responsible for any employer-side tax obligations associated with the Total Settlement Amount and will deposit that amount into the settlement fund in addition to the Total Settlement Amount. Each Settlement Class Member's

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Individual Settlement Share will be allocated 20% to wages and 80% to penalties, interest, and non-wage damages. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares.

CONDITIONAL CERTIFICATION OF THE PROPOSED CLASS IS APPROPRIATE

12. **Ascertainability:** The proposed Class is defined as all current and former hourly-paid or non-exempt employees of Defendant in California who worked during the Class Period, which is January 7, 2021 through January 15, 2026 or, if applicable, the Alternate End Date.

13. **Numerosity:** Based on data provided by Defendant and extrapolated by Plaintiffs, the Class is estimated to be approximately 2,557 individuals.

14. **Commonality:** Based on investigation and information discovered, Class Counsel believes that there is sufficient evidence to support the allegations made in the lawsuit, including the allegations that Defendant, with respect to Plaintiffs, Class Members, and PAGA Members, *inter alia*, failed to properly pay overtime and minimum wages and associated premium pay, failed to provide compliant meal and rest periods and to pay associated premium pay, failed to timely pay wages during employment and upon termination of employment, failed to provide compliant wage statements, failed to maintain requisite payroll records, and failed to reimburse necessary business expenses, and thereby engaged in unfair business practices and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq*.). Plaintiffs also asserted that Class Members were expected to perform similar job duties and were subject to the same or similar operations and employment policies, practices, and procedures. Additionally, Plaintiffs asserted that Defendant's recordkeeping practices with respect to Plaintiffs, Class Members, and PAGA Members were substantially the same during the time period at issue. As a result of said alleged uniform practices, Plaintiffs claim that the Class Members were not paid all of the compensation that was owed to them by Defendant. Thus, in Class Counsel's view, it is clear that the outcome of this litigation would be determined by Defendant's uniform operations and employment practices, policies, and procedures that Plaintiffs allege applied across its hourly-paid or non-exempt employees in California during the relevant time period.

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15. **Adequacy and Typicality:** Plaintiffs Porter and Acevedo undertook the responsibilities of representing a class action against their former employer. Plaintiffs Porter and Acevedo spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiffs Porter and Acevedo were available whenever Class Counsel needed them and actively tried to obtain information that would benefit the Class. Plaintiffs Porter and Acevedo have no interests that are adverse to the Class. Plaintiffs Porter and Acevedo were employed by Defendant during the Class Period and subject to the same alleged violations and the same policies, practices, and procedures. Plaintiffs Porter and Acevedo took on the challenge and risk of commencing and maintaining this action, and they have not yet received any monetary benefit for their service to date. Plaintiffs Porter and Acevedo put their own interests aside and brought a publicly filed lawsuit against an employer not just for their own benefit, but, instead, on behalf of other hourly-paid employees and the State of California.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

16. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in well over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act ("PAGA") representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

17. Edwin Aiwazian is the Chief Executive Officer of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive

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formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. Since in or around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. While employed by Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by contested motion practice in approximately sixteen (16) cases in the last decade, and litigated over 1,000 class action or representative action cases.

18. Arby Aiwazian is a Senior Partner of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth

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Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). Under his supervision, dozens of class action or representative action cases have resulted in settlements that have been granted court approval. He has handled over one hundred and fifty (150) mediations and has worked on over two hundred and fifty (250) class action or representative action cases which have resulted in settlement.

19. Joanna Ghosh is a Senior Partner of Lawyers *for* Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010), in New York (since 2013), and Washington (since 2026), and is also admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, U.S. District Court for the Western District of Washington, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, intervention. She has successfully handled briefing and oral argument on appeal, and obtained notable decisions regarding the Private Attorneys General Act and employer efforts to compel arbitration of such claims, e.g., *Betancourt v. Prudential Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). She has significant experience with class actions, including and not limited to working on cases to obtain

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class certification through contested motion practice and working on cases in the post-certification stage (e.g., post-certification discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified class consisting of approximately 2,600 individuals). She has significant experience with class actions including and not limited to working on cases to obtain class certification through contested motion practice and working on cases in the post-certification stage (e.g., post-certification discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified class consisting of approximately 2,600 individuals). She has extensive experience with class action and/or representative action settlements, and has handled this process in over five hundred (500) cases. Under her, Edwin Aiwazian, and Arby Aiwazian's supervision, Lawyers *for* Justice, PC has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. Joanna Ghosh is a member of the California Employment Lawyers Association and, on several occasions, has been a speaker regarding topics in wage and hour law at the organization's continuing legal education events.

20. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Arts degree from the University of Michigan in 2020, and I earned my Juris Doctor degree from Loyola Law School in 2023. I was admitted to practice law in California in 2023. I am admitted to practice before all courts of the State of California. I have worked on many wage-and-hour class action and PAGA representative cases, and my work on these cases has included preparing pleadings and motions, making court appearances, drafting and finalizing settlement agreements.

THE SETTLEMENT AND SUMMARY OF WORK PERFORMED

21. The effectiveness of Lawyers *for* Justice, PC (together with Crosner Legal, P.C., "Class Counsel") in prosecuting this matter has translated into tangible monetary benefits in the following respects: (1) Class Members, PAGA Members, and the State of California recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type given the strengths and weaknesses of the cases; and (3) significant savings

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in Class Counsel's fees and/or costs that would have only increased significantly had the cases progressed through certification, trial, and/or appeals.

22. Class Counsel has litigated the cases since the *Porter* Action was filed on October 13, 2024 and was actively preparing the matters for class certification and trial. The Parties have engaged in extensive settlement negotiations and participated in a full-day mediation conducted by Steven Rottman, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. In the course of the these lawsuits and in connection with the mediation and settlement negotiations, the Parties exchanged extensive information and engaged in discussions regarding their evaluations of the cases and various aspects of the cases, including but not limited to, the risks and delays of further litigation, the law relating to off-the-clock theory, regular rate, meal and rest periods, PAGA representative claims, and state wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among other things. During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendant and its counsel felt strongly about its ability to prevail on the merits, and Plaintiffs and Class Counsel believed that they would be able to prevail at trial. After conducting investigations, formal and informal discovery, exchange of information, extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the Released Class Claims of Plaintiffs and Settlement Class Members, and of the Released PAGA Claims of Plaintiffs and the State of California, with respect to aggrieved employees, against the Released Parties.

23. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength, and scope of the claims, and was preparing the Actions for class certification and trial. Plaintiffs conducted significant investigation and formal and informal discovery regarding the facts of the cases, including and not limited to, the exchange, review, and analysis of a volume of documents and data obtained from Defendant, Plaintiffs, and other sources. Lawyers *for* Justice, PC, served

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multiple sets of formal written discovery requests onto Defendant (specifically, Requests for Production of Documents (Set One), Special Interrogatories (Sets One and Two), and Form Interrogatories – General (Set One)) and reviewed Defendant's responses thereto. Additionally, Lawyers *for* Justice, PC noticed the depositions of Defendant's Person Most Knowledgeable regarding Organizational Structure and Job Descriptions, and reviewed Defendant's objections thereto. The volume of data and documents that Lawyers *for* Justice, PC reviewed and analyzed included and was not limited to: Plaintiff Porter and Acevedo's employment records, Class Members' time and pay data, Defendant's Employee Handbook, company policy acknowledgements, internal memoranda, Defendant's operations and employment practices, forms, procedures, and policies, among other information and documents. Class Counsel had the opportunity to interview Plaintiffs to gather facts and to identify potential witnesses. Counsel for the Parties met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, and the production of documents and data prior to the mediation. Class Counsel drafted Plaintiffs' pleadings and mediation brief and prepared for and attended court proceedings, settlement negotiations, and the mediation, among other tasks.

24. Counsel for the Parties have also invested time researching and investigating the applicable law, which is constantly evolving as it relates to certification, representative PAGA claims, off-the-clock theory, regular rate, meal and rest periods, state wage-and-hour law and enforcement, Plaintiffs' claims and damages, and Defendant's defenses thereto, as well as facts discovered. Based on Class Counsel's analysis, the result achieved in this lawsuit is fair, adequate, and reasonable.

25. Class Counsel are aware of the defenses and position of Defendant, but believe that Plaintiffs could potentially obtain class certification despite many obstacles. Plaintiffs and Class Counsel have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiffs further recognize the burdens of proof necessary to establish liability for the claims asserted in the lawsuits, Defendant's defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiffs and Class Counsel have also considered the Parties' settlement discussions, as well as the evaluations of the

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mediator, who is experienced and well-regarded in complex labor and employment matters.

26. Defendant, on the other hand, denied and continues to deny any liability and wrongdoing of any kind associated with the claims alleged in the lawsuits, and further denies that these lawsuits are appropriate for class treatment or representative adjudication for any purpose other than this Settlement. Defendant believes that it would ultimately succeed in the matters. Both sides have also had the opportunity to interview witnesses and review documents and information relating to Plaintiffs', Class Members', and PAGA Members' employment with Defendant, and Defendant's operations and employment policies, practices, and procedures. The Parties also reviewed and analyzed a volume of documents and data to determine the potential value and strength of the claims. The available information enabled Class Counsel to assess and value the class and PAGA claims and prepare violation, damages, and penalties analyses models. Accordingly, counsel for the Parties have conducted adequate investigation and discovery to be sufficiently informed of the nature and extent of the Class Members' claims, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the cases might have concluded at trial and/or appeals.

ESTIMATE OF THE VALUE OF THE CLAIMS

27. The Operative Complaint alleges that Defendant has violated the California Labor Code and Industrial Welfare Commission Wage Orders by engaging in a uniform policy and systematic scheme of wage abuse against Plaintiffs and the Class Members, including *inter alia*, failing to properly compensate overtime and minimum wages, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages during employment, failing to timely pay wages upon termination and associated waiting-time penalties, failing to provide compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse necessary business expenses. Plaintiffs further contend that Defendant's aforementioned conduct constitutes unfair business practices (under the California Business and Professions Code ("UCL") and gives rise to civil penalties recoverable under PAGA.

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28. Based on data provided by Defendant and extrapolated by Plaintiffs, the total number of Class Members during the period from January 7, 2021 through October 9, 2025 ("relevant time period") was estimated to be approximately 2,557 individuals who worked an estimated total of 101,852 Workweeks with an average hourly rate of pay of $18.00.

29. Plaintiffs contended that Defendant required Class Members to perform work before clocking-in and after clocking-out of their scheduled shifts and during meal and rest periods. Plaintiffs contended that Defendant discouraged the recordation of overtime hours and required Class Members to perform work off-the-clock. Plaintiffs contended that Defendant failed to include non-discretionary bonuses and incentives in the calculation of the regular rate when paying overtime wages. Plaintiffs also contended that meal and rest periods were regularly missed, later, shortened, and/or interrupted, that Class Members were required to remain on premises during rest breaks, readily available to assist with work tasks, and that Defendant failed to properly pay premiums for all non-compliant meal and rest periods. Additionally, Plaintiffs alleged that Defendant intentionally and willfully failed to pay Plaintiffs and Class Members all wages due to them while they were employed by Defendant, within the time period permissible under California law, and that Defendant failed to pay all wages due upon termination, within the time period permissible under California law, thereby triggering waiting-time penalties under California Labor Code section 203. Plaintiffs contended that, based on the violations described herein, the wage statements provided by Defendant and the payroll records kept by Defendant were inaccurate. Finally, Plaintiffs contended that Defendant failed to reimburse Plaintiffs and the other Class Members for necessary business expenses, including, but not limited to, the costs associated with the usage of personal cell phones.

30. Class Counsel considered Defendant's arguments, e.g., that the employer's practices, policies, and procedures complied with the law, that Defendant paid Class Members over the California minimum wage for all hours worked, that Defendant correctly paid overtime for all overtime hours worked, that no waiting-time penalties were due because waiting-time penalties only arise from "willful" failure to pay wages due and owing at the time of termination or resignation, that Plaintiffs and Class Members suffered no actual injury from the alleged wage

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statement violations and that this alleged violation and the alleged recordkeeping violation are entirely derivative of the other causes of action, and that a policy and practice of reimbursing employees for necessary business-related expenses exists. Class Counsel also considered the likelihood of Plaintiffs' success in establishing that any of provisions of the California Labor Code, on which the civil penalties under PAGA and the UCL claim are predicated, were violated and that such violations were injurious and/or warranted imposition of civil penalties. Class Counsel also considered that trial courts have wide discretion when assessing penalties under PAGA, and that it could be determined that individual liability issues predominate (e.g., due to purported variation in shifts, locations, job duties, and other circumstances which could raise individualized questions of fact) and could pose challenges to certification, manageability, and the merits of Plaintiffs' claims.

31. Class Counsel considered information, data, and documents obtained from Plaintiffs, Defendant, and other sources, and created violation, damages, and penalties valuations and models prior to reaching the Settlement. Based thereon, Plaintiffs calculated the potential value of the claims. However, the potential value of each claim assumed an exposure based on the above-captioned action having been certified and Plaintiffs having proven all elements of the claims and entitlement to monetary recovery in the above-captioned action (on a class-wide and a representative basis), despite risks associated with obtaining and maintaining certification and demonstrating manageability, risks to establishing liability and any underlying California Labor Code and IWC Wage Order violations and damages, and significant additional costs that would have to be incurred in order to certify the above captioned action and establish liability, damages, and penalties amounts in the cases. Plaintiffs faced the risk of the Court finding that individualized issues predominate, such that the cases are not suitable for class treatment. While Class Counsel disagreed with Defendant's arguments and factual contentions, Class Counsel recognized the circumstances and realities of the cases, applicable case law and regulations, the extensive time and pay records produced by Defendant, the costs and expenses of further litigation and certification, and risks to recovery, and applied appropriate discounts for them. Class Counsel calculated the potential and realistic values of each claim as follows:

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a. Failure to Pay Overtime Wages: The potential value of this claim was estimated to be $2,750,004.00 (101,852 workweeks x 1 hour of unpaid overtime wages x overtime hourly rate of $27.00, which is based on the average hourly rate of $18.00). At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $1,100,001.60), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $385,000.56), and a discount of 75% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $96,250.14).

b. Failure to Pay Minimum Wages: The potential value of this claim was estimated to be $1,833,336.00 (101,852 workweeks x 1 hour of unpaid minimum wages x average hourly rate of $18.00). At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $733,334.40, a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $256,667.04), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $77,000.11).

c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential value of this claim was estimated to be $5,500,008.00 (101,852 workweeks x 3 meal period premiums x average hourly rate of $18.00). At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $2,200,003.20), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $770,001.12), and a discount of 75% was applied to account for the

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risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $192,500.28).

d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential value of this claim was estimated to be $3,666,672.00 (101,852 workweeks x 2 rest period premiums x average hourly rate of $18.00). At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $1,466,668.80), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $513,334.08), and a discount of 75% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $128,333.52).

e. Failure to Timely Pay Wages During Employment: The value of this claim is considered as a part of the valuation of the PAGA claim contained infra.

f. Failure to Timely Pay Wages After Termination (and Waiting-Time Penalties): Based on information and data provided by Defendants, it was estimated that approximately 1,819 Class Members had been terminated during the three-year statute of limitations (i.e., from November 13, 2021). Assuming that these individuals were not timely paid all wages due to them upon termination, the potential value of waiting-time penalties was estimated to be $7,858,080.00 collectively (1,819 individuals x [30 days x hourly rate of $18.00 x 8 hours]), or approximately $4,320.00 per individual. At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $3,143,232.00), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $1,100,131.20), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this

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claim closer to $330,039.36).

g. Failure to Provide Compliant Wage Statements: The potential value of this claim was calculated to be $4,623,050.00 ([1,467 initial violations x $50 statutory penalty] + [45,497 subsequent violations x $100 statutory penalty]). At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $1,849,220.00), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $647,227.00), and a discount of 75% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $161,806.75).

h. Failure to Maintain Payroll Records: Arguably, civil penalties would only be recoverable by the Labor Commissioner, therefore, the value of this claim is considered as a part of the valuation of the PAGA claim contained infra.

i. Failure to Reimburse Necessary Business Expenses: The potential value of this claim was estimated to be $366,667.20 (101,852 workweeks x $3.60 unreimbursed business expenses). At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $146,666.88), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $51,333.41), and a discount of 75% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $12,833.35).

j. PAGA Penalties: The amount of civil penalties at issue, which the Court could determine whether or not to assess and whether or not to reduce based on the facts and circumstances of the case (to avoid an award that is unjust, arbitrary and oppressive, or confiscatory, pursuant to California Labor Code section 2699(e)(2)),

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were estimated to be approximately $2,457,000.00 (1,404 aggrieved employees estimated to have worked during one-year statutory period x $1,750 civil penalties). At this juncture a discount of 40% was applied to account for the risks associated with possible bifurcation of discovery and/or trial (bringing the value of this claim closer to $1,474,200.00), a discount of 55% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $663,390.00), and a discount of 70% was applied to account for the risks associated with the Court's discretion to reduce civil penalties and obtaining an award of civil penalties (bringing the value of this claim closer to $199,017.00).

32. The foregoing discussion confirms that the amount of the Settlement is adequate in light of Plaintiffs' allegations and causes of action, the evidence at issue with respect to those allegations and causes of action, and legal and factual arguments and circumstances which pose challenges to certification, manageability, merits, and monetary recovery. The conclusion to be drawn from the foregoing analysis is that neither class certification, manageability, liability, nor the ability to adjudicate and/or recover monetary relief on a class-wide or representative basis is clear-cut, which is why the Parties elected to settle this matter. Class Counsel also recognized that additional discounts could be made to the risk-adjusted value to account for the costs and expenses associated with further litigation and the present value of obtaining a settlement now as opposed to monetary recovery, if any, that may be obtained in the future after further litigation. Class Counsel recognized the circumstances and realities of the case, applicable case law and regulations, and risks to recovery and applied appropriate discounts.

33. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interest of Plaintiffs, the Class, PAGA Members, and the State of California. Class Counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the cases, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

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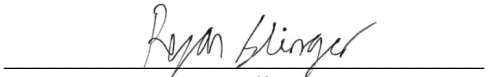
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 1st day of October 2026, at Glendale, California.



Ryan Slinger

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EXHIBIT 1

LAWYERS FOR JUSTICE

March 7, 2025

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: ***ABSOLUTE INTERNATIONAL SECURITY INC.; ABSOLUTE SECURITY INTL CORP***

Dear Representative:

We have been retained to represent Julio Acevedo against Absolute International Security Inc., and Absolute Security Intl Corp (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "AIS") for violations of California wage-and-hour laws. Mr. Acevedo seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Acevedo seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

AIS employed Mr. Acevedo as an hourly-paid, non-exempt employee from approximately March 2024 to approximately April 2024, in the State of California.

The "aggrieved employees" that Mr. Acevedo may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, AIS has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Order 4-2001.

AIS required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, waiting to clock-in, completing opening procedures, responding to work related inquiries, responding to emergencies, and completing other regular duties/tasks.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours

in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Acevedo and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Acevedo and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, AIS required Mr. Acevedo and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. AIS also required aggrieved employees to stay on work premises during rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, AIS failed to pay Mr. Acevedo and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, AIS failed to pay Mr. Acevedo and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, AIS did not provide Mr. Acevedo and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from AIS were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Acevedo and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause

his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars ($50) for each aggrieved employee per pay period for the initial violation and one hundred dollars ($100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Acevedo and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Acevedo and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Acevedo and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Acevedo and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, AIS failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Acevedo and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, AIS did not provide Mr. Acevedo and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee … under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Order 4-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, AIS failed to pay Mr. Acevedo and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Acevedo and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, AIS failed to pay Mr. Acevedo and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Acevedo and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Acevedo and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by AIS. These costs include, but are not limited to, the use of personal phones for work related purposes, and the purchasing and maintenance of clothing and footwear in compliance with the dress code/uniform.

Therefore, on behalf of all aggrieved employees, Mr. Acevedo seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Arman Marukyan, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Absolute International Security Inc.
Absolute Security Intl Corp
c/o Lucy J. Lin
Agent for Service of Process
5155 Irwindale Ave.,
Irwindale, CA 91706

Absolute International Security Inc.
Absolute Security Intl Corp
c/o Jaimee K. Wellerstein, Esq.
BRADLEY, GMELICH & WELLERSTEIN LLP
Attorneys
700 North Brand Blvd., 10th Floor
Glendale, CA 91203

EXHIBIT 2

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement," "Agreement" or "Settlement Agreement") is made and entered into by and between Samuel Kenneth Porter ("Plaintiff Porter"), Julio Acevedo "("Plaintiff Acevedo"), and April Luckett ("Plaintiff Luckett") (collectively, "Plaintiffs"), individually, on behalf of all others similarly situated, and on behalf of the State of California with respect to PAGA Members pursuant to the Private Attorneys General Act, and Absolute International Security, Inc. ("Defendant") (collectively, Plaintiffs and Defendant are referred to as the "Parties" and individually they are referred to as "Party").

This Joint Stipulation of Class Action and PAGA Settlement and Release shall be binding on Plaintiffs, Settlement Class Members (as defined herein), the State of California with respect to PAGA Members (as defined herein) and on Defendant, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. On August 19, 2024, Plaintiff Luckett provided notice by electronic upload to the California Labor and Workforce Development Agency ("LWDA") and written notice by certified mail to Defendant of her intent to pursue civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") for Defendant's alleged violations of the California Labor Code sections 201-203, 208, 210, 216, 221-223, 225.5, 226, 226.7, 227.3, 245-248.6, 256, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2699, 2802 and 2810.5, and all applicable Wage Orders ("Luckett PAGA Notice"). A true and correct copy of the Luckett PAGA Notice is attached hereto as "**EXHIBIT A**."

2. On October 25, 2024, Plaintiff Luckett filed a Representative Complaint for Violation of the Private Attorneys General Act, Cal. Labor Code Sections 2698, *et seq.*, thereby commencing a PAGA representative action entitled *April Luckett v. Absolute International Security, Inc.*, in the Superior Court of California for the County of Riverside, Case No. OVME2404348 ("*Luckett* Action").

3. November 13, 2024, Plaintiff Porter filed a Class Action Complaint for Damages, thereby commencing a putative class action entitled *Samuel Kenneth Porter v. Absolute International Security, Inc.*, in the Superior Court of California for the County of Los Angeles, Case No. 24STCV29888 ("*Porter*

Action") against Defendant for alleged violations of the California Labor Code.

4. On March 7, 2025, Plaintiff Acevedo provided notice by electronic upload to the Labor and Workforce Development Agency and written notice by certified mail to Defendant of his intent to pursue civil penalties under PAGA for Defendant's alleged violations of the California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders including *inter alia*, Wage Order 4-2001 ("Acevedo PAGA Notice") (together with Luckett PAGA Notice, the "PAGA Notices"). A true and correct copy of the Acevedo PAGA Notice is attached hereto as "**EXHIBIT B**."

5. On May 12, 2025, Plaintiff Acevedo filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.*, thereby commencing a representative action entitled *Dominique Scott; Julio Acevedo v. Absolute International Security, Inc.; Absolute Security Intl Corp*, in the Superior Court of California for the County of Los Angeles, Case No. 25PSCV01730 ("*Acevedo* Action") against Defendant for alleged violations of the California Labor Code.

6. On May 12, 2025, Plaintiff Luckett transferred her Complaint to the Superior Court of California for the County of Los Angeles, thereby commencing a PAGA representative action entitled *April Luckett v. Absolute International Security, Inc.*, in the Superior Court of California for the County of Los Angeles, Case No. 25STCV13792.

7. Plaintiff Porter will file a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("First Amended Complaint"), thereby adding Plaintiff Acevedo and Plaintiff Luckett as additional plaintiffs and adding a claim for civil penalties pursuant to PAGA.

8. Defendant denies all material allegations set forth in the Operative Complaint in the *Porter* Action and has asserted numerous affirmative defenses in the case. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and finally settle the Actions, the Released Class Claims, and the Released PAGA Claims.

9. Class Counsel diligently investigated the claims against Defendant, including any and all applicable defenses and the applicable law. The investigation included, *inter alia*, the exchange of information, data, and documents, and review of Defendant's employment and operations policies,

practices, and procedures.

10. On October 9, 2025, the Parties participated in mediation with Steven Rottman, Esq. (the "Mediator"), a respected mediator of complex wage and hour actions, and with the assistance of the Mediator's evaluations, the Parties reached the settlement that is memorialized herein. The settlement discussions were conducted at arm's-length, and the Settlement is the result of an informed and detailed analysis of Defendant's potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on the documents produced, as well as Class Counsel's own independent investigation and evaluation, Class Counsel believe that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, the State of California, and PAGA Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

11. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

DEFINITIONS

12. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

a. "Actions" are defined as *Samuel Kenneth Porter v. Absolute International Security, Inc.*, filed in the Superior Court of the State of California, County of Los Angeles, Case No. 24STCV29888 (the "*Porter* Action"); *Dominique Scott; Julio Acevedo v. Absolute International Security, Inc.; Absolute Security Intl Corp*, filed in the Superior Court of the State of California, County of Los Angeles, Case No. 25PSCV01730 (the "*Acevedo* Action"); and *April Luckett v. Absolute International Security, Inc.*, filed in the Superior Court of the State of California, County of Los Angeles, Case No. 25STCV13792, (the "*Luckett* Action").

b. "Attorneys' Fees and Costs" means attorneys' fees for Class Counsel's litigation and resolution of the Actions and all actual costs incurred and to be incurred by Class Counsel in the

Actions, as set forth in Paragraph 17.

c. "Class Counsel" means Arby Aiwazian, Yasmin Hosseini, Ryan Slinger, and Harris Koepenick of Lawyers *for* Justice, PC and Brandon Brouillette of Crosner Legal, PC.

d. "Class List" means a complete list of all Class Members that Defendant will diligently and in good faith compile from their records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class Member's last-known full name, mailing address, telephone number, Social Security Number, start and end dates employed as an hourly-paid or non-exempt employee of Defendant in California who worked during the Class Period, and such other information as is necessary for the Settlement Administrator to calculate Workweeks and PAGA Pay Periods (as defined herein).

e. "Class Member(s)" or "Class" means all current and former hourly-paid or non-exempt employees of Defendant in California who worked during the Class Period. Defendant represents that the number of Class Members is approximately 2,500 individuals, as of the end of 2025.

f. "Class Notice" means the Notice of Class Action Settlement, substantially in the form attached as "**EXHIBIT C**."

g. "Class Period" means the time period from January 7, 2021 through January 15, 2026 or, if applicable, the Alternate End Date, pursuant to Paragraph 43. Defendant did a manual count of paychecks issued to determine that approximately 97,518 workweeks had been worked by non-exempt employees from January 7, 2021 through September 2, 2025.

h. "Class Representatives" or "Plaintiffs" mean Samuel Kenneth Porter, Julio Acevedo, and April Luckett.

i. "Class Settlement" means the settlement and resolution of all Released Class Claims.

j. "Court" means the Superior Court of California for the County of Los Angeles.

k. "Defendant" means Absolute International Security, Inc.

l. "Defendant's Counsel" means Jaime K. Wellerstein and Jean-Paul Le Clercq of Bradley + Wellerstein LLP.

m. "Effective Date" means the later of (a) the last day on which any appeal might be

filed with respect to the Final Approval Order and Judgment, assuming no appeal is filed, or (b) the date of successful resolution of any appeal(s) with respect to Final Approval Order and Judgment – including expiration of any time to seek reconsideration or further review.

n. "Employer Taxes" means the employers' share of taxes and contributions in connection with the wages portion of Individual Settlement Shares.

o. "Enhancement Payment(s)" means the amount to be paid to Plaintiffs in recognition of their efforts and work in prosecuting the Actions, which is in addition to whatever payments they may otherwise be entitled to as a Settlement Class Member and/or PAGA Member.

p. "Final Approval" means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

q. "Final Approval Hearing" means the hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.

r. "Final Approval Order and Judgment" means the order and judgment to be entered by the Court upon granting Final Approval of the Settlement and this Agreement as binding upon the Parties and the Settlement Class Members (i.e., those Class Members who do not properly and timely submit a Request for Exclusion).

s. "Individual PAGA Payment(s)" means the *pro rata* share of the PAGA Member Amount that a PAGA Member may be eligible to receive for the PAGA Settlement, to be calculated in accordance with Paragraph 22.

t. "Individual Settlement Payment(s)" means the net payment of each Settlement Class Member's Individual Settlement Share, after reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 21.

u. "Individual Settlement Share" means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive for the Class Settlement, to be calculated in accordance with Paragraph 21.

v. "LWDA Payment" means the amount of One Hundred Thirty Thousand Dollars ($130,000.00), i.e., 65% of the PAGA Amount, that the Parties have agreed to pay to the LWDA for the

PAGA Settlement, as set forth in Paragraph 20.

w. "Net Settlement Amount" means the Total Settlement Amount less the Court-approved Enhancement Payments, Settlement Administration Costs, PAGA Amount, and Attorneys' Fees and Costs.

x. "Objection" means a Class Member's written objection to the Class Settlement, which must: (a) contain the case name and number of the *Porter* Action; (b) contain the Class Member's full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) contain a written statement of all grounds for the objection accompanied by any legal and factual support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

y. "Operative Complaint" means the First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* to be filed in the *Porter* Action.

z. "PAGA Amount" means the allocation of Two Hundred Thousand Dollars ($200,000.00) from the Total Settlement Amount as civil penalties pursuant to the Private Attorneys General Act, California Labor Code section 2698 *et seq*., for the settlement and resolution of the Released PAGA Claims. Sixty-five percent (65%) of the PAGA Amount, or $130,000.00, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining thirty-five percent (35%), or $70,000.00, will be distributed to PAGA Members (i.e., the PAGA Member Amount).

aa. "PAGA Members" means all current and former hourly-paid or non-exempt employees of Defendant in California who worked during the PAGA Period.

bb. "PAGA Member Amount" means the amount of Seventy Thousand Dollars ($70,000.00), i.e., 35% of the PAGA Amount, to be distributed to PAGA Members on a *pro rata* basis based on their PAGA Pay Periods during the PAGA Period.

cc. "PAGA Pay Period" means the number of pay periods each PAGA Member worked for Defendant as an hourly-paid or non-exempt employee in California during the PAGA Period, calculated by the Settlement Administrator.

dd. "PAGA Period" means the time period from August 19, 2023 through January 15, 2026, or, if applicable, the Alternate PAGA Period End Date pursuant to Paragraph 43.

ee. "PAGA Settlement" means the settlement and resolution of Released PAGA Claims.

ff. "Parties" means Plaintiffs and Defendant, collectively, and "Party" means any of the Plaintiffs or Defendant.

gg. "Preliminary Approval" means entry of the Court order granting preliminary approval of the Settlement Agreement.

hh. "Released Class Claims" means all claims arising during the Class Period under state, federal, or local law, that were alleged or could have been alleged based on the factual allegations pleaded in the Operative Complaint, under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, including but not limited to: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, et seq.; (5) failure to timely pay wages upon termination under Labor Code Sec. 203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; (10) violation of California's unfair competition law under Business and Professions Code Sec. 17200; (11) failure to pay vested vacation/paid time off; (12) sick leave violations; (13) reporting time pay violations; (14) unlawful agreements/unlawful criminal history inquiries.

ii. "Released PAGA Claims" means all claims arising during the PAGA Period for civil penalties under the PAGA that were alleged or could have been alleged based on the factual allegations in the Operative or PAGA Notices, including those based on any Released Class Claims.

jj. "Released Parties" means Defendant Absolute International Security, Inc. and any of its former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members or PAGA Members as well as each of their

officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns or legal representatives.

kk. "Request for Exclusion" means a Class Member's written letter indicating a request to be excluded from the Class Settlement, which must: (a) contain the case name and number of the *Porter* Action; (b) contain the Class Member's full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) contain a clear written statement indicating that the Class Member seeks exclusion from the Class Settlement; and (d) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

ll. "Response Deadline" means the deadline by which Class Members must submit a Request for Exclusion, Objection, and/or Workweeks Dispute, which shall be the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open; in the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended by fifteen (15) calendar days from the initial Response Deadline.

mm. "Settlement Administrator" means Simpluris, Inc. or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering this Settlement. The Parties and their counsel each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

nn. "Settlement Administration Costs" means the costs payable from the Total Settlement Amount, subject to Court approval, to the Settlement Administrator for administering this Settlement, as set forth in Paragraph 19.

oo. "Settlement Class Members" or "Settlement Class" means all Class Members who do not submit a timely and valid Request for Exclusion from the Class Settlement.

pp. "Total Settlement Amount" means the amount of One Million Dollars ($1,000,000.00) to be paid by Defendant in full resolution of all Released Class Claims, Released PAGA Claims, and the claims in the Operative Complaint provided for under the Class Settlement and PAGA

Settlement, which includes all Attorneys' Fees and Costs to be paid to Class Counsel, Enhancement Payments to be paid to Plaintiffs, PAGA Amount to be paid to the LWDA and PAGA Members, Net Settlement Amount to be paid to the Settlement Class Members, and Settlement Administration Costs to be paid to the Settlement Administrator. The Total Settlement Amount may increase to the extent provided in Paragraph 43. The Total Settlement Amount does not include Employer Taxes; Employer Taxes will be paid by Defendant, separately and in addition to the Total Settlement Amount.

qq. "Workweeks" means the number of weeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee in California during the Class Period, which will be calculated by the Settlement Administrator by an actual count of workweeks worked or other reasonable methodology.

rr. "Workweeks Dispute" means a Class Member's written letter disputing the pre-printed information on the Class Notice as to the number of Workweeks and/or PAGA Pay Periods credited to them, which must: (a) contain the case name and number of the *Porter* Action; (b) contain the Class Member's and/or PAGA Member's full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) clearly state that the Class Member and/or PAGA Member disputes of the number of Workweeks and/or PAGA Pay Periods credited to him or her and what he or she contends is the correct number to be credited to him or her; (d) attach any documentation that he or she has to support the dispute; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

CLASS CERTIFICATION

13. For the purposes of this settlement only, the Parties stipulate to the certification of the Class.

14. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under California Code of Civil Procedure section 382. Should, for whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be appropriate as to any of the claims asserted by Plaintiffs against Defendant in a non-settlement context.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

15. Amendment of Complaint. To implement the terms of the Settlement, Parties have agreed that Plaintiff Porter will file a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the *Porter* Action, thereby adding Plaintiffs Acevedo and Luckett as additional plaintiffs and adding a claim for civil penalties pursuant to PAGA. Parties will enter into a separate stipulation seeking an order from the Court granting Plaintiff Porter leave to file the contemplated amended complaint and/or Plaintiff Porter will move the Court for leave to file the contemplated amended complaint (and Defendant will not oppose this request). Once amended, Plaintiffs Acevedo and Luckett shall dismiss without prejudice the *Acevedo* Action and the *Luckett* Action (respectively).

16. Funding and Disbursement of the Total Settlement Amount. Within fifteen (15) calendar days after the Effective Date, the Settlement Administrator will provide the Parties with an accounting estimate of the amounts to be paid by Defendant pursuant to the terms of the Settlement and establish a qualified settlement account for administration of the Settlement. Defendant shall have three (3) years from the date the Court grants Preliminary Approval to fund the settlement. Defendant shall provide a declaration explaining the cash flow and financial condition considerations that support the funding timetable. To the extent the court requires further documentation to support the need for a deferred payment, Defendant will provide that documentation to support approval of the Settlement. Within seven (7) calendar days of the funding of the Total Settlement Amount, the Settlement Administrator will issue payments due under the Settlement and approved by the Court, as follows: (a) Individual Settlement Payments to Settlement Class Members; (b) Individual PAGA Payments to PAGA Members; (c) LWDA Payment to the LWDA; (d) Enhancement Payments to Plaintiffs; (e) Attorneys' Fees and Costs to Class Counsel; and (f) Settlement Administration Costs to itself (the Settlement Administrator). In the event Defendant funds, prior to the expiration of the three (3) year funding period, an amount sufficient to cover Individual Settlement Payments, Individual PAGA Payments, and/or Enhancement Payments, the Settlement Administrator is authorized to issue such payments promptly upon receipt of those funds,

without awaiting full funding of the Total Settlement Amount. The Settlement Administrator will obtain funds from Defendant that are sufficient for the Employer Taxes that Defendant must fund separately and in addition to the Total Settlement Amount. The Settlement Administrator will also undertake filings and remittances in connection with the employee's share of taxes on the wages portion of Individual Settlement Shares and the Employer Taxes, that are necessary for administration of the Settlement.

17. Attorneys' Fees and Costs. Class Counsel will request and Defendant will not oppose attorneys' fees of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., up to $350,000.00 if the Total Settlement Amount remains $1,000,000.00) and reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement of the Actions, supported by declaration, in an amount not to exceed Sixty Thousand Dollars ($60,000.00), both of which will be paid from the Total Settlement Amount subject to Court approval. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation and settlement of the Actions, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. With respect to the Attorneys' Fees and Costs to Class Counsel, the Settlement Administrator may purchase an annuity to utilize United States Treasuries and bonds or utilize other attorney fee deferral vehicles for Class Counsel, and any additional expenses for doing so shall be paid separately by Class Counsel and shall not be included within the Settlement Administration Costs. Defendant and Defendant's Counsel shall not be liable for any expenses associated with the purchase or use of any attorney fee deferral vehicles for Class Counsel by the Settlement Administrator. Any portion of the requested Attorneys' Fees and Costs not awarded to Class Counsel shall be a part of the Net Settlement Amount for the benefit of Settlement Class Members.

18. Enhancement Payments. In recognition of their efforts and work in prosecuting the Actions, Defendant agrees not to oppose or impede any application or motion for Enhancement Payments to Plaintiffs in the amount of up to Ten Thousand Dollars ($10,000.00) each ($30,000.00 total). The

Enhancement Payments, which will be paid from the Total Settlement Amount subject to Court approval, will be in addition to any Individual Settlement Payment and Individual PAGA Payment (if applicable) that they are eligible to receive pursuant to the Settlement. The Settlement Administrator will issue an IRS Form 1099 to Plaintiffs for the Enhancement Payments, and Plaintiffs shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any and all taxes on the amounts received. Should the Court not approve the Enhancement Payment to Plaintiffs, or approve it in an amount that is less than that set forth above, Plaintiffs shall not have the right to revoke this Agreement, and it will remain binding, and the difference between the amount approved by the Court (if any) and the amount allocated toward the Enhancement Payments will be part of the Net Settlement Amount for the benefit of Settlement Class Members.

19. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Twenty-One Thousand Dollars ($21,000.00). These costs, which will be paid from the Total Settlement Amount subject to Court approval, will include, *inter alia*, printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. To the extent actual Settlement Administration Costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Total Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator, to undertake the requirement settlement administration duties, will be part of the Net Settlement Amount for the benefit of Settlement Class Members.

20. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of Two Hundred Thousand Dollars ($200,000.00) from the Total Settlement Amount will be allocated toward civil penalties under PAGA(i.e., the PAGA Amount), of which sixty-five percent (65%), or $130,000.00, will be paid to the LWDA (i.e., the LWDA Payment) and thirty-five percent (35%) or,

$70,000.00, will be distributed to PAGA Members (i.e., the PAGA Member Amount) on a *pro rata* basis, based on PAGA Pay Periods during the PAGA Period (i.e., the Individual PAGA Payment).

21. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks during the Class Period, as follows:

a. After Preliminary Approval of the Settlement, the Settlement Administrator will divide the estimated Net Settlement Amount by the Workweeks of all Class Members during the Class Period to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks during the Class Period by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share.

b. After Final Approval of the Settlement, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members during the Class Period to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks during the Class Period by the Final Workweek Value to yield his or her Individual Settlement Share.

22. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Member Amount based on the PAGA Members' number of PAGA Pay Periods during the PAGA Period as follows: The Settlement Administrator will divide the PAGA Member Amount, i.e., 35% of the PAGA Amount, by the total number of PAGA Pay Periods of all PAGA Members during the PAGA Period to yield the "PAGA Pay Period Value," and multiply each PAGA Member's individual PAGA Pay Periods during the PAGA Period by the PAGA Pay Period Value to yield his or her Individual PAGA Payment.

23. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiffs, Settlement Class Members, or PAGA Members to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle

Plaintiffs, Settlement Class Members, or PAGA Members to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits. It is the intent of this Agreement that the Individual Settlement Payments and Individual PAGA Payments provided for in this Agreement are the sole payments to be made by Defendant to the Settlement Class Members and PAGA Members in connection with this Agreement (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period).

24. Notice of Proposed PAGA Settlement to LWDA. Pursuant to California Labor Code section 2699(l)(2), Class Counsel will submit a copy of this Settlement Agreement to the LWDA at the same time that it is submitted to the Court for preliminary approval.

25. Delivery of the Class List. Within twenty-one (21) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

26. Notice by First-Class U.S. Mail.

a. Within fourteen (14) calendar days after receiving the Class List from Defendant, the Settlement Administrator will perform a search based on the United States Postal Service's National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice in English (in the form attached as **Exhibit C** to this Settlement Agreement) to all Class Members via U.S. mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. With respect to Class Notices that are returned as undeliverable on or before the Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-trace and re-mail the Class Notice within five (5) calendar days to an alternate address if one is located.

c. Dispute Regarding Workweeks and/or PAGA Pay Periods. The Class Notice will include the procedure by which a Class Member and/or PAGA Member may dispute the number of Workweeks and/or PAGA Pay Periods allocated to him or her by submitting a timely and valid Workweeks Dispute. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks and/or PAGA

Pay Periods to be credited to a disputing Class Member and/or PAGA Member, Defendant's records will be presumed correct and determinative of the dispute. The Settlement Administrator will evaluate the information and/or documents submitted by the Class Member and/or PAGA Member and the Settlement Administrator will resolve and determine the number of Workweeks and/or PAGA Pay Periods that the disputing Class Member should be credited with under the Settlement. The Settlement Administrator's decision on such disputes will be final and non-appealable.

27. Settlement Checks.

a. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the PAGA Members in accordance with this Settlement Agreement. When issuing payments, the Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one check if the intended recipient for both payments is one individual.

b. The Settlement Administrator shall remit and report the applicable portions of the payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this Agreement. Defendant agrees to reasonably cooperate with the Settlement Administrator to the extent necessary to determine the amount of the payroll tax payment required.

c. Each Individual Settlement Payment check and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date of original issuance, and thereafter, shall be canceled. All funds remaining in connection with, and after the cancelation of checks issued to Settlement Class Members and PAGA Members, shall be paid to the California State Controller's Unclaimed Property Fund in the name of the Settlement Class Member and/or PAGA Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

d. The Settlement Administrator shall undertake amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the cancelation of any Individual Settlement Payment or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement Payment checks are canceled shall,

nevertheless, be bound by this Settlement Agreement and the Final Approval Order and Judgment will have claim preclusive impact with respect to them and all Settlement Class Members with respect to the Class Settlement. The Final Approval Order and Judgment will have claim preclusive impact on the PAGA Members with respect to the PAGA Settlement irrespective of whether their Individual PAGA Payment checks are canceled.

28. Procedures for Requesting Exclusion from the Class Settlement. Any Class Member wishing to be excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the Settlement Administrator, by mail, on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel, the number of timely and valid Requests for Exclusion that were submitted, and also identify the individuals who submitted them, in a declaration that is to be filed with the Court in advance of the Final Approval Hearing. Any Class Member who submits a timely and valid Request for Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will not be issued an Individual Settlement Payment. All PAGA Members will be bound by the PAGA Settlement and will be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

29. Procedures for Objecting to the Class Settlement. Class Members who have not opted out of the Class Settlement (i.e., Settlement Class Members) may object to the Class Settlement. To object to the Class Settlement, Settlement Class Members must submit a timely and complete Objection to the Settlement Administrator, by mail, on or before the Response Deadline. The Objection must be signed by the Settlement Class Member and contain all information required by Section 12(x) of this Settlement Agreement. The postmark date will be deemed the exclusive means for determining that the Objection is timely. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to object to the Settlement Agreement or appeal from the Final Approval Order and Judgment. Settlement Class Members may also present their objection orally at the Final Approval Hearing, irrespective of whether they submit a written Objection. The Settlement

Administrator will certify jointly to Class Counsel and Defendant's Counsel the Objections that were timely submitted, and also attach them as exhibits to a declaration that is to be filed with the Court in advance of the Final Approval Hearing.

30. Reports by the Settlement Administrator Regarding Settlement Administration. The Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which certifies: (a) the number of Class Members and/or PAGA Members who have submitted Workweeks Disputes; (b) the number of Class Members who have submitted timely and valid Requests for Exclusion; (c) the number of Class Members who have submitted timely and complete Objections; (d) the number of undeliverable Class Notices; and (e) the number of re-mailed Class Notices. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested, and immediately notify the Parties when it receives a request from an individual or any other entity regarding inclusion in the Class and/or Settlement.

31. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

32. Treatment of Individual Settlement Payments and Individual PAGA Payments. Each Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form-1099 by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form-1099 (if applicable) by the Settlement Administrator.

33. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiffs, Settlement Class Members, PAGA Members, and Class

Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement Administrator will also be responsible for forwarding all payroll taxes, contributions, and withholdings to the appropriate government authorities.

34. Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel do not intend anything contained in this Settlement Agreement, the Class Notice, or any other communications to Class Members or PAGA Members regarding the Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement, the Class Notice, or any other communication regarding the Settlement be relied on as such. Plaintiffs, Settlement Class Members, and PAGA Members understand and agree that they will be solely responsible for correctly characterizing any compensation received by them under the Settlement on their personal income tax returns and paying any and all taxes due for any and all amounts paid to them under the Settlement.

35. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO

ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

36. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

37. Releases of Claims.

a. Release of Released Class Claims. Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiffs and all Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of and from all Released Class Claims.

38. Release of Released PAGA Claims. Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiffs, the State of California with respect to PAGA Members, and PAGA Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of and from all Released PAGA Claims pertaining to Plaintiffs and the PAGA Members.

39. General Release of Claims by Plaintiffs. In addition to the above releases of claims, upon the Effective Date and full funding of the Total Settlement Amount, Plaintiffs will be deemed to have fully released and discharged the Released Parties of and from all claims arising from their employment with Defendant, separation of employment from Defendant, and any acts that have or could have been asserted in any legal action or proceeding against Defendant, whether known or unknown, arising under any federal, state, or local law, or statute, including, *inter alia*, those arising under the California Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of

1964, Employee Retirement Income Security Act, National Labor Relations Act, California Corporations Code, California Business and Professions Code, California Fair Employment and Housing Act, California Constitution (all as amended), and law of contract and tort, as well as for discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other employment compensation, emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and costs, arising on or before the date of execution of the Settlement Agreement. With respect to those claims released by Plaintiffs in an individual capacity, Plaintiffs acknowledges and waives any and all rights and benefits available under California Civil Code section 1542, which provides:

> 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.

Plaintiffs understand and agree that claims or facts in addition to or different from those which are now known or believed by Plaintiffs to exist may hereafter be discovered. It is Plaintiffs' intention to settle fully and release all claims Plaintiffs now have against the Released Parties, whether known or unknown, suspected or unsuspected, upon the Effective Date and full funding of the Total Settlement Amount. Notwithstanding the above, this general release by Plaintiffs shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

40. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement. Upon execution of this Settlement Agreement, Plaintiffs shall promptly obtain a hearing date for Plaintiffs' motion for preliminary approval of the Settlement, and submit this Settlement Agreement to the Court in support of said motion. Defendant agrees not to oppose the motion for preliminary approval of the Settlement consistent with this Settlement Agreement. Said motion shall apply to the Court for the entry of an order ("Preliminary Approval Order"), which shall be mutually agreed upon by the Parties, seeking the following:

a. Conditionally certifying the Class for settlement purposes only;

b. Granting Preliminary Approval of the Settlement;

c. Preliminarily appointing Plaintiffs as representatives of the Class;

d. Preliminarily appointing Class Counsel as counsel for the Class;

e. Approving, as to form and content, the mutually agreed upon and proposed Class Notice and directing its mailing to the Class by U.S. Mail;

f. Approving the manner and method for Class Members to request exclusion from or object to the Class Settlement as contained herein and within the Class Notice; and

g. Scheduling a Final Approval Hearing at which the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate.

41. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, and with the Court's permission, a hearing will be conducted on Plaintiffs' motion for final approval of the Settlement (i.e., the Final Approval Hearing), to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for Individual Settlement Payments, Individual PAGA Payments, LWDA Payment, Attorneys' Fees and Costs, Enhancement Payments, and Settlement Administration Costs. By way of said motion, Plaintiffs will apply for the entry of the mutually-agreed-upon proposed order and judgment ("Final Approval Order and Judgment"), which will provide for, in substantial part, the following:

a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;

b. Certification of the Settlement Class;

c. Appointment of Plaintiffs as representatives of the Settlement Class;

d. Appointment of Class Counsel as counsel for the Settlement Class;

e. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

f. Approval of the application for Enhancement Payments to Plaintiffs;

g. Directing Defendant to fund all amounts due under the Settlement Agreement and ordered by the Court; and

h. Entering judgment in this Action, while maintaining continuing jurisdiction to implement the Settlement, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

42. Effects of Termination of the Settlement. In the event that the Settlement Agreement is

not approved by the Court, such a development shall have the following effects:

a. The Settlement Agreement and all negotiations, statements, and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Actions prior to the execution of the Settlement Agreement;

b. Neither this Settlement Agreement, nor any ancillary documents, actions, statements, or filings in furtherance of the Settlement (including all matters associated with the mediation) shall be offered into evidence in the Actions or any other action for any purpose whatsoever; and

c. Any documents generated to bring the Settlement into effect, will be null and void, and any order entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

43. Escalator Clause. Defendant represents that there were 97,518 Workweeks during the period from January 7, 2021 through September 2, 2025. Should the Workweeks during the Class Period increase beyond 5% (or 102,394 Workweeks), then one of the following shall occur at the discretion of Defendant: (a) Defendant shall increase the Total Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Workweeks above 5% (e.g., if the number of Workweeks increases by 6%, then the Total Settlement Amount will increase by 1%); or (b) the Class Period and PAGA Period shall be cut off earlier than January 15, 2026, on the last day on which the Workweeks do not exceed 102,394 ("Alternate End Date").

44. Voiding Agreement. If more than 5% of Class Members validly opt out of the Class (i.e., timely submit a valid opt out), Defendant will have the right, but not the obligation, to void the Settlement, but will still have to pay the Settlement Administration Costs incurred as of the date that Defendant exercises the right to void the Settlement. Defendant shall notify Class Counsel and the Court whether it is exercising this right to void the Settlement not later than five (5) days after the Settlement Administrator notifies the Parties of the number of valid opt outs it has received. The Parties and their counsel agree that they will not take any action inconsistent with this Settlement, including, without limitation, encouraging Class Members to opt out of the Settlement.

45. Continuing Jurisdiction. After entry of judgment pursuant to the Settlement, the Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section

664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

46. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

47. Limitation on Publicity. Plaintiffs and Class Counsel agree not to issue press releases or engage in any publicity regarding the Settlement, except as shall be contractually required to effectuate the terms of the Settlement and respond to inquiries received from Class Members and PAGA Members. However, for the limited purpose of allowing Class Counsel to prove their experience and adequacy as class counsel in other actions, Class Counsel may reference the Settlement in the Actions for such purposes. Furthermore, Plaintiffs and Class Counsel will undertake any and all disclosures and submissions required to be made to the LWDA in conformity with PAGA.

48. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code section 1625 and California Code of Civil Procedure section 1856(a), and any other provisions of state or federal law, which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or contradict the terms of this Settlement Agreement. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein.

49. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the Actions (including, and not limited to, the deadline to bring the Actions to trial under California Code of Civil Procedure section 583.310), except such proceedings necessary to implement and complete the Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

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

51. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under state or federal law.

52. Signatories. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each Class Member execute this Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the Class Settlement as to the Settlement Class Members, and the release shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.

53. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

54. California Law Governs. All terms of this Settlement Agreement and attached exhibits hereto will be governed by and interpreted according to the laws of the State of California.

55. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned copies of the signature page, will be deemed to be one and the same instrument.

56. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions, Released Class

Claims, and Released PAGA Claims, and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to obtain Court approval of the Settlement, the Mediator may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

57. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to find all provisions of this Settlement Agreement valid and enforceable.

58. Cooperation. By signing this Settlement Agreement, the Parties are hereby bound by the terms herein and agree to fully cooperate to implement the Settlement.

59. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically denies, that it has violated any state, federal, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with state, federal, local, or other applicable law.

60. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

61. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

62. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full by the Parties with the assistance of their respective counsel.

To Plaintiffs and Class Counsel:

Arby Aiwazian, Esq.
Yasmin Hosseini, Esq.
Ryan Slinger, Esq.
Harris Koepenick, Esq.
LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
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Brandon Brouillette, Esq.
Crosner Legal, P.C.
9440 Santa Monica Blvd., Suite 301
Beverly Hills, California 90210

To Defendant:

Jaime K. Wellerstein, Esq.
Jean-Paul Le Clercq, Esq.
Bradley + Wellerstein LLP
3601 W Olive Ave., Suite 625
Burbank, CA 91505

63. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

64. Notices. All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set for below, or such other addresses as either Party may designate in writing from time to time:

65. Final Approval Order and Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,

and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for sixty (60) calendar days, and this shall satisfy California Rules of Court 3.771(b). No individualized notice of the Final Approval Order and Judgment to the Class will be required.

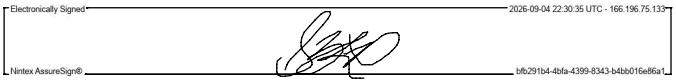
66. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class and PAGA Settlement and Release between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF SAMUEL KENNETH PORTER

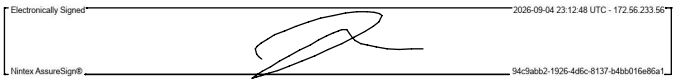
Dated: 09/04/2026, 2026



Samuel Kenneth Porter, Plaintiff

PLAINTIFF JULIO ACEVEDO

Dated: 09/04/2026, 2026



Julio Acevedo, Plaintiff

PLAINTIFF APRIL LUCKETT

Dated: 09 / 29 / 2026, 2026

April luckett

April Luckett, Plaintiff

DEFENDANT ABSOLUTE INTERNATIONAL SECURITY, INC.

DocuSigned by:
LUCY LIN
44A2F2DC1829481...

Dated: 9/11/2026, 2026

Full Name: LUCY LIN
Title: President/QM
On behalf of Absolute International Security, Inc.

APPROVED AS TO FORM:

LAWYERS *for* JUSTICE, PC

Dated: September 10, 2026

Arby Aiwazian
Yasmin Hosseini
Ryan Slinger
Harris Koepenick
Attorneys for Plaintiffs Samuel Kenneth Porter and Julio Acevedo and Proposed Class Counsel

CROSNER LEGAL, P.C.

Dated: 09/29/2026, 2026

Brandon Brouillette
Attorneys for Plaintiff April Luckett and Proposed Class Counsel

BRADLEY + WELLERSTEIN LLP

Dated: September 11, 2026

Jaimee K. Wellerstein
Jean-Paul Le Clercq
Attorneys for Defendant Absolute International Security, Inc.