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on behalf of himself and other similarly situated

FILED
Superior Court of California
County of Alameda
02/25/2026
Chad Finke, Executive Officer / Clerk of the Court
By: _____ Deputy
P. Drummer-Williams

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

KEVIN COOPER, on behalf of himself and current and former aggrieved employees,

Plaintiff,

v.

FORBES SECURITY, INC., and DOES 1 to 100, inclusive,

Defendants.

Case No. 25CV106915

CLASS ACTION

[*Judge: Hon. Patrick McKinney; Dept. 18*]

~~[FURTHER REVISED PROPOSED]~~ ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

[Filed in relation to the Notice of Motion and Motion for Preliminary Approval of Class Action Settlement; Declaration of Alexander J. Aroeste in Support; and Declaration of Kevin Cooper in Support filed on December 19, 2025, and in relation to the Plaintiff's Supplemental Declaration in Support of Motion for Preliminary Approval of Class Action Settlement filed on January 29, 2026]

Hearing Information:
Date: February 4, 2026
Time: 1:30 PM
Dept.: 18

Electronically Received 02/05/2026 11:36 AM

The Motion for Preliminary Approval of a Settlement came before this Court on that on February 4, 2026, at 1:30 p.m., or as soon thereafter as the matter can be heard in Department 18, of the Alameda Superior Court-Rene C. Davidson Courthouse, located at 1221 Oak Street, Oakland, CA 94612. The Court, having considered the proposed Revised Class Action and PAGA Settlement Agreement ("Settlement" or "Settlement Agreement") and Class Notice entered into by and between Plaintiff KEVIN COOPER ("Plaintiff") and Defendant FORBES SECURITY, INC. ("Defendant"), attached as **Exhibit 1** to the Declaration of Alexander J. Aroeste in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement filed on January 29, 2026, the Exhibits attached thereto (hereafter collectively, the "Settlement" or "Settlement Agreement"); the revised proposed Class Notice attached below as **Exhibit 1**; having considered the Motion for Preliminary Approval of Class Action Settlement filed by the parties; having considered the respective points and authorities and declarations submitted by the parties in support thereof; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

The Court grants preliminary approval of the settlement as set forth in the Settlement and finds the terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at the Final Fairness Hearing. For purposes of the Settlement, the Court finds that the proposed Settlement Class is ascertainable and that there is a sufficiently well-defined community of interest among the Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following "Class" defined as follows:

All current and former hourly, non-exempt employees of Defendant who worked for Defendant FORBES SECURITY, INC. ("Defendant"), in the State of California at any time during the Class Period.

1. The "Class Period" is the period from October 2, 2020, through November 29, 2025.

2. The "PAGA Period" is the period from October 2, 2023, through November 29, 2025.

3. For purposes of settlement, the Court further designates named Plaintiff KEVIN COOPER as Class Representative, and Joseph Lavi, Vincent Granberry, Jovahn Wiggins, and

Alexander J. Aroeste of Lavi & Ebrahimian, LLP, as Class Counsel.

4. The Court appoints Apex Class Action as the Settlement Administrator.

5. A final fairness hearing on the question of whether the proposed settlement should be finally approved as fair, reasonable and adequate as to the members of the Class is scheduled in Department 18, of the Alameda Superior Court-Rene C. Davidson Courthouse, located at 1221 Oak Street, Oakland, CA 94612, on December 9, 2026, at 1:30 p.m.

6. At the final fairness hearing, the Court will consider: (a) whether the settlement should be approved as fair, reasonable, and adequate for the class; (b) whether a judgment granting approval of the settlement should be entered; and (c) whether Plaintiff's application for an award of Class Counsel Fees, Class Counsel Expenses, and Class Representative Service Payment should be granted.

7. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval by no later than 16 court days prior the final fairness hearing.

8. Class Counsel shall file a motion for an award of Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment by no later than 16 court days prior to the final fairness hearing.

9. The Court approves, as to form and content, the Class Notice which is attached to the Settlement as **Exhibit A.**

10. No later than fifteen (15) calendar days following the date the Court enters this order, Defendant shall provide the following information to the Settlement Administrator: Class Member identifying information in Defendant's possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods ("Class Data").

11. No later than fourteen (14) calendar days after receiving the Class Data, the Settlement Administrator shall disseminate the Class Notice to all the Class Members identified in the Class Data by first-class U.S. Mail.

12. Class Members shall have forty-five (45) calendar days from the date the Settlement Administrator mails Notice to the Class Members to fax, email, or mail Requests for Exclusion from the Settlement or fax, email, or mail an Objection to the Settlement ("Response Deadline"). Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

13. The Court finds that the forms of Class Notice to the Class regarding the pendency of the action and of this settlement, and the methods of giving notice to members of the Class constitute the best notice practicable under the circumstances and constitute valid, due, and sufficient notice to all members of the Class. They comply fully with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

14. The Court further approves the procedures for Class Members to participate in, opt out of, or object to the Settlement, as set forth in the Settlement Agreement and Class Notice.

15. Class Members Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

16. Any Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court on their behalf) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to

the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

17. Pending the Fairness Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this Order, are stayed.

18. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

19. The Court orders the following Implementation Schedule for further proceedings:

Event	Timing
Class Data: Last day for Defendant to provide the Settlement Administrator the Class Database	15 calendar days after the Court's entry of this Order
Notice Date: last day for Administrator to mail Class Notice to Class Members.	14 calendar days after receipt of the Class Data
Response Deadline: (i) last day for Settlement Class Members to submit Requests for Exclusion; (ii) last day for class members to submit Objections	45 calendar days after the date of mailing of the Class Notice
Last day for class counsel to file motion for award of attorneys' fees, reimbursement of litigation expenses and class representative enhancement.	16 court days prior to the final fairness hearing
Last day for parties to file motion and supporting documents for final approval of class action settlement.	16 court days prior to the final fairness hearing
Last day for the Parties to respond to Objections	5 court days prior to the final fairness hearing
Hearing on final approval of class action settlement.	December 9, 2026 at 1:30 p.m.

20. The Fairness Hearing and related prior deadlines set forth above may, from time to time and without further notice to the Class (except those who have filed timely and valid objections), be continued or adjourned by Order of the Court.

IT IS SO ORDERED.

Dated: February 25, 2026

Hon. Patrick McKinney
Judge of the Superior Court

Patrick McKinney / Judge

“EXHIBIT 1”

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

***Kevin Cooper v. Forbes Security, Inc*. Alameda County Superior Court**
Case Nos. 24CV094387 and 25CV106915

The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") entitled *Kevin Cooper v. Forbes Security, Inc.,* Alameda County Superior Court Case No. 24STCV094387 for alleged wage and hour violations. The Action was filed by a Kevin Cooper a former employee ("Plaintiff") and seeks payment of (1) back wages and other relief for a class of hourly, non-exempt employees ("Class Members") who worked for Forbes Security, Inc. during the Class Period from October 2, 2020 through the earliest of (i) 60 days from the mediation date or (ii) the date the Court enters an order preliminarily approving the settlement proposal and (2) penalties under the California Private Attorney General Act ("PAGA") for all hourly, non-exempt employees who worked for Forbes Security, Inc. during the PAGA Period from from October 2, 2023 through the earliest of (i) 60 days from the mediation date or (ii) the date the Court enters an order preliminarily approving the settlement proposal.("Aggrieved Employees"). For the purposes of this Notice, Forbes Security, Inc. shall be referred to here as the "Company."

The proposed Settlement has two main parts: (1) a Class Settlement requiring Company to fund Individual Class Payments, and (2) a PAGA Settlement requiring Company to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on the Company's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $_____ (less withholding) and your Individual PAGA Payment is estimated to be $_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to the Company's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on the Company's records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section **4** of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires the Company to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against the Company.

If you worked for the Company during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against the Company.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against the Company, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

The Company will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against the Company that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is** _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. The Company must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by** _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section **7** of this Notice.

You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by** _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to the Company's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section **4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is Kevin Cooper, a former employee of the Company. The Action accuses the Company of violating California labor laws by failing to pay [e.g., overtime wages, minimum wages, wages due upon termination, reimbursable expenses and payment on a weekly basis] and failing to provide [e.g., meal periods, rest breaks and accurate itemized wage statements]. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA").

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether the Company or Plaintiff is correct on the merits. In the meantime, Plaintiff and the Company hired an experienced, a retired judge in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and the Company have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, the

Company does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) the Company has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

a. The Company Will Pay $300,000.00 as the Gross Settlement Amount (Gross Settlement). The Company has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, the Company will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

b. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

   i. Up to $100,000.00 (One-Third of the Gross Settlement) to Class Counsel for attorneys' fees and up to $_____ for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   ii. Up to $10,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

   iii. Up to $_____ to the Administrator for services administering the Settlement.

   iv. Up to $20,000.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

   Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

c. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

d. Taxes Owed on Payments to Class Members. The Settlement shall be broken down as follows: 20% ("Wage Portion") of each Individual Class Payment to taxable wages and 80% ("Non-Wage Portion") to penalties and interest. The Wage Portion is subject to withholding and will be reported on IRS W-2 Forms. The Company will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and the Company have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

e. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be transmitted to Bay Area Legal Aid, the Court-approved cy pres.

f. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against the Company.

g. You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against the Company based on the PAGA Period facts alleged in the Action.

h. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline

enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and the Company have agreed that, in either case, the Settlement will be void: the Company will not pay any money and Class Members will not release any claims against the Company.

i. Administrator. The Court has appointed a neutral company, [redacted] (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section **9** of this Notice.

j. Participating Class Members' Release. After the Judgment is final and the Company has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Company or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged in the Class Action Complaint, or that reasonably could have been alleged based upon the facts stated in the Class Action Complaint, including: (1) failure to pay minimum wages (California Labor Code §§ 1194, 1197 and the applicable IWC Wage Order), (2) failure to pay overtime wages (California Labor Code §§ 510, 1194 and the applicable IWC Wage Order), (3) failure to provide meal periods (California Labor Code §§ 226.7, 512 and the applicable IWC Wage Order), (4) failure to provide rest breaks (California Labor Code § 226.7 and the applicable IWC Wage Order), (5) failure to indemnify employees for employment-related losses/expenditures (California Labor Code § 2802 and the applicable IWC Wage Order), (6) failure to pay wages on a weekly basis (California Labor Code § 201.3), (7) failure to provide complete and accurate itemized wage statements (California Labor Code § 226), (8) failure to timely pay all earned wage at time of separation (California Labor Code §§ 201-203), and (7) unfair business practices (California Business and Professions Code §§ 17200 et seq.) ("Released Class Claims"). The time period governing the Released Class Claims shall be the Class Period. Except for the Released PAGA Claims (as defined below), Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, claims based on facts occurring outside the Class Period or to enforce the terms of this Agreement.

k. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and the Company has fully funded the Gross Settlement and separately paid all employer payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against the Company, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against the Company or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

The LWDA is deemed to release the Released Parties from all PAGA claims alleged in the PAGA Complaint and in the PAGA Notice, including all PAGA claims seeking civil penalties premised upon: (1) failure to pay minimum wages (California Labor Code §§ 1194, 1197 and the applicable IWC Wage Order), (2) failure to pay overtime wages (California Labor Code §§ 510, 1197, 1198 and the applicable IWC Wage Order), (3) failure to provide meal periods (California Labor Code §§ 226.7, 512, 1198 and the applicable IWC Wage Order), (4) failure to provide rest breaks (California Labor Code §§ 226.7 and the applicable IWC Wage Order), (5) failure to indemnify for losses and expenditures incurred as part of employment (California Labor Code § 2802), (6) failure to pay wages on a weekly basis to Plaintiff and similarly situated security guards (California Labor Code § 201.3), (7) failure to timely pay earned wages during employment (California Labor Code § 204), (8) secret payment of lower wages than designated by statute (California Labor Code §§ 223, 226.7, 246, 510, 1194, 1198 and the applicable IWC Wage Order); (9) failure to provide complete and accurate itemized wage statements (California Labor Code § 226), (10) failure to timely pay all earned wages at time of separation (California Labor Code §§ 201-203), and (11) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq. based on the facts or claims alleged in the PAGA Notice and the PAGA Complaint ("Released PAGA Claims"). The time period governing the Released PAGA Claims shall be the PAGA Period. The Released PAGA Claims do not release any Aggrieved Employees' claims for wages or statutory penalties.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

a. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member. Workweeks shall be calculated using the Full-Time Equivalent (FTE) method based on standard full-time weekly hours. This calculation shall be as follows: total number of hours worked, divided by 40. To qualify as a Workweek, the Class Member must have time worked in the week as recorded in Defendant's records.Those hours worked are then divided by 40 to calculate a workweek.

b. Individual PAGA Payments. The Administrator will calculate Individual PAGA

Payments by (a) dividing $_____ by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

c. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of Pay Periods you worked during the PAGA Period, as recorded in the Company's records, are stated on the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section **9** of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept the Company's calculation of Workweeks and/or Pay Periods based on the Company's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and the Company's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

a. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

b. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as in this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Kevin Cooper, on behalf of himself and others similarly situated vs. Forbes Security, Inc.,* Case No. 24CV094387 and include your identifying information (full name,

address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by _____, or it will be invalid. Section **9** of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and the Company are asking the Court to approve. At least 16 court days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section **9** of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ or the Court's website _____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is _____. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Kevin Cooper, on behalf of himself and others similarly situated vs. Forbes Security, Inc.,* Case No. 24CV094387 and include your name, current address, telephone number, and approximate dates of employment for the Company and sign the objection. Section **9** of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section **8** of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in Department ~~23~~ 18 of the Alameda County Superior Court, located at 1221 Oak St, Oakland, CA 94612~~1225 Fallon Street, Oakland, CA 94612~~. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comments from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via by checking the Court's website for the most current information on how to attend. (https://www.alameda.courts.ca.gov/general-information/remote-appearances)

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website (_____) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything the Company and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Alameda County Superior Court website by going to (https://eportal.alameda.courts.ca.gov/?q=node/388) and entering the Case Number for the Action, Case No. 24CV094387. You can also make an appointment to personally review court documents in the Clerk's Office at the Rene C. Davidson Courthouse by calling (510) 267-6939.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

The Contact information for the Settlement Administrator is as follows:

Email Address:
Mailing Address:
Telephone:
Fax Number:

The addresses for the Parties' counsel are as follows:

Class Counsel	Counsel for Defendant
Joseph Lavi Vincent Granberry Lavi & Ebrahimian, LLP 8889 W. Olympic Blvd., Suite 200 Beverly Hills, CA 90211 Tel.: (310) 432-0000 Fax: (310) 432-0001 E-Mail: jlavi@lelawfirm.com vgranberry@lelawfirm.com	Eric Lloyd, Esq. Douglas R. Leach, Esq. MEDINA McKELVEY LLP 925 Highland Pointe Drive, Suite 300 Roseville, California 95678 Telephone: (916) 960-2211 Facsimile: (916) 742-5488 E-mail: eric@medinamckelvey.com doug@medinamckelvey.com

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp FILED Superior Court of California County of Alameda 03/02/2026 Chad Finke, Executive Officer / Clerk of the Court By: _____ Deputy P. Drummer-Williams
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	
PLAINTIFF/PETITIONER: KEVIN COOPER, on behalf of himself and current and former aggrieved employees	
DEFENDANT/RESPONDENT: FORBES SECURITY, INC.	
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 25CV106915

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order Revised Proposed Order GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Eric Michael Lloyd
MEDINA McKELVEY LLP
eric@medinamckelvey.com

Joseph Lavi
Lavi & Ebrahimian, LLP
jlavi@lelawfirm.com

Chad Finke, Executive Officer / Clerk of the Court

Dated: 03/02/2026

By:

P. Drummer-Williams, Deputy Clerk

CERTIFICATE OF ELECTRONIC SERVICE
CODE OF CIVIL PROCEDURE 1010.6