

SETTLEMENT AGREEMENT

I. Introduction.

This Settlement Agreement (“Agreement”) is hereby entered by and between Guardian Security Systems, Inc. (“Guardian” or “Defendant”), and Brian Martin (“Plaintiff”), who is acting both individually and in his capacity as the proposed class representative for the proposed settlement class defined herein and in the proposed class action entitled *Brian Martin v. Guardian Security Systems, Inc.*, Pierce County Superior Court, Case No. 23-2-08131-1 (the “Case”).

II. Class Certification.

Solely for the purposes of this Settlement, Plaintiff and Defendant (hereafter, the “Parties”) agree that this Case should be certified and finally adjudicated as a class action on behalf of the Settlement Class defined herein.

III. Investigations and Due Diligence.

The Parties have conducted substantial formal and informal discovery and investigation of the facts and the law during their respective prosecution and defense of this Case. As part of this review and investigation, the Parties and their counsel have (a) interviewed witnesses; (b) collected and analyzed extensive electronic and paper time records, payroll data, financial data, and other information concerning the composition of the Settlement Class and the merits and possible extent of Plaintiff’s claims and Guardian’s defenses; and (c) amply considered and analyzed their respective claims and defenses.

IV. Settlement Negotiations.

The Parties engaged in settlement negotiations via a June 12, 2024, mediation before Cliff Freed of WAMS. All of the Parties’ settlement negotiations have been conducted in good faith and at arm’s length. Through the Parties’ investigations and communications, the Parties have reached a class action settlement of this Case that he believes to be fair, adequate, and reasonable, and that Plaintiff believes is in the best interest of the proposed Settlement Class. This Agreement memorializes the terms of the final Settlement agreed to by the Parties as the result of the negotiations just described.

V. Guardian’s Denials of Wrongdoing and Non-Admission of Allegations.

Guardian has denied and continues to deny each of the claims and contentions alleged by Plaintiff on his own behalf and on behalf of any members of the proposed class alleged by Plaintiff in the Case. Guardian has asserted, and continues to assert, defenses and objections to the proposed maintenance of this Case as a class action if it were to proceed through litigation instead of settlement. Furthermore, Guardian has expressly denied, and continues to deny, any wrongdoing or legal liability arising out of any of the facts or conduct alleged in this Case. Neither the Settlement, this Agreement, or any document referred to or contemplated herein—nor any action taken to carry out this Agreement—is, may be construed as, or may be used as an admission, concession or indication by or against Guardian of any fault, wrongdoing, or liability whatsoever. Guardian expressly denies any such fault, wrongdoing, or liability. If the Parties had not reached the Settlement, then Guardian would have continued to vigorously defend against Plaintiff’s

claims, including seeking denial of full or partial class certification and a full defense verdict at trial. Guardian agrees to this Settlement solely to avoid the burden and expense of further litigation.

VI. Stipulated Settlement and Dismissal

NOW, THEREFORE, IT IS HEREBY STIPULATED by the Parties, subject to the approval of the Superior Court, that this Case is hereby being compromised and settled on a class action basis pursuant to the terms and conditions outlined in this Agreement and that, if the Parties' Settlement is finally approved by the Superior Court, this Case shall be fully dismissed on the merits and with prejudice, subject to the following terms and conditions:

1. Definitions.

a. **"Effective Date"** means the date when both (1) the Settlement has been finally approved by the Superior Court, and (2) the Superior Court's anticipated order approving the Settlement and dismissing this Case with prejudice (the "Final Judgment") becomes final. For purposes of this subsection, the Superior Court's Final Judgment "becomes final" upon the later of either (a) 31 days following the Superior Court's entry of an order granting final approval of the Settlement; or (b) if an appeal is timely filed or other appellate review is sought, the date the Mandate or other final affirmance is issued by the appellate court affirming the Final Judgment.

b. **"Settlement"** means the settlement reached by the Parties through the negotiation process described in Paragraph IV above.

c. **"Settlement Administrator"** means CPT Group Class Action Administrators, subject to the Superior Court's approval.

d. **"Settlement Class Period"** means the period from July 13, 2020 through June 12, 2024.

e. **"Proposed Class"** or **"Proposed Class Members"** means all individuals who were employed by Guardian in the State of Washington as hourly-paid technicians at any time during the Settlement Class Period and who were assigned a Guardian-owned vehicle.

f. **"Settlement Class"** or **"Settlement Class Members"** means all members of the Proposed Class, exclusive of any person who timely opts out of the Settlement pursuant to the procedures set forth below. All persons who timely opt out from the Settlement in conformity with this Agreement shall not be bound by the terms of this Agreement or any Final Judgment entered by the Superior Court and shall retain the right to pursue any alleged individual claim(s) against Guardian in a separate action.

g. The **"Notice of Settlement"** means the form attached hereto as **Exhibit A**.

h. The **"Initial Mailing Date"** is the date the Settlement Administrator first mails the Notice of Settlement approved by the Superior Court to all Proposed Class Members.

i. The **"Notice Deadline"** is forty-five (45) days after the Initial Mailing Date.

j. **“Class Counsel”** means James B. Pizl and Entente Law PLLC, subject to the Superior Court’s approval.

k. **“Employer-side Payroll Taxes”** means the required employer’s share of FICA, Medicare, FUTA (if applicable), and any other employer paid, federal, Washington state, and local payroll tax, premium, or fee related to payment of wages to Settlement Class Members.

l. **“Maximum Settlement Amount”** means the maximum amount Guardian is required to pay pursuant to this Settlement Agreement, which is \$750,000.

m. **“Attorney’s Fees and Costs Award”** means the amounts the Parties propose be paid to Class Counsel as attorney’s fees and litigation costs in connection with their prosecution and settlement of the Case.

n. **“Settlement Administration Expenses Award”** means the amount the Parties propose be paid to the Settlement Administrator for the processing of the Settlement.

o. **“Service Award”** means the amount the Parties propose be paid to Plaintiff as an award in recognition of his efforts in prosecuting the Case.

p. **“Class Fund”** means the aggregate, gross amount the Parties propose be paid to the Settlement Class as Settlement Awards pursuant to this Agreement. The Class Fund shall be calculated by subtracting the Court-approved Attorney’s Fees and Costs Award, Service Award, and Settlement Administration Expenses Award from the Maximum Settlement Amount. Subject to approval by the Superior Court, the Parties anticipate the aggregate gross amount paid to the Settlement Class as part of the Settlement of this Case is estimated to be no less than \$500,000.

q. **“Settlement Awards”** means the amounts the Parties propose be paid to members of the Settlement Class pursuant to this Agreement.

r. **“Released Claims”** means any and all claims, whether known or unknown, that were brought or that could have been brought based on any facts alleged in the Case. The Released Claims specifically include, but are not limited, to any claims arising out of or relating to (1) any alleged failure to pay for all hours worked, including but not limited to claims that time spent driving company vehicles from home to the first job of the day or from the last job of the day returning home should be paid; and (2) any alleged missed, interrupted, shortened, untimely, unpaid, and/or non-compliant rest breaks and/or meal periods. Released Claims also includes any attendant claims for alleged unpaid wages, overtime payments, premium payments, interest, exemplary damages, and attorney’s fees and costs relating to any of the foregoing.

s. **“Released Parties”** as released through the Releases described in Section VI.2., below, includes the named Defendant in the Case, Guardian Security Systems, Inc., as well as its past, current, or future successors and assigns, together with each of their respective parent companies, subsidiaries, related or affiliated companies, members, shareholders, investors, owners, officers, directors, employees, agents, attorneys, and insurers, along with any other individual or entity who could be jointly or severally liable for any of the claims alleged in the Case or released by this Agreement.

2. Releases.

As of the Effective Date, the Settlement and this Agreement will constitute a full and final settlement and release by Plaintiff Brian Martin and all members of the Settlement Class of all Released Claims.

3. Calculation of Settlement Awards.

a. The Settlement Administrator shall be responsible for calculating the gross amounts of the Settlement Awards for Settlement Class Members in conformity with this Agreement. Each Settlement Class Member shall receive a minimum settlement payment of fifteen dollars (\$15.00). The remaining amounts from the Class Fund after minimum settlement payments will be allocated to individual Settlement Class Members pro rata by dividing each Settlement Class Member's total W2 wages paid by Guardian during the Settlement Class Period by the total aggregate W2 wages paid to all Settlement Class Members and then multiplying the resulting ratio by the remaining amounts in the Class Fund.

b. The Settlement Administrator shall provide Guardian and Class Counsel with an electronic report setting forth the results of their calculation of the gross Settlement Awards for Settlement Class Members. Guardian and Class Counsel shall have ten (10) days after receiving this electronic report to review the Settlement Administrator's gross Settlement Award calculations for compliance with the terms of this Agreement and to submit any concerns in writing to the Settlement Administrator. Thereafter, the Parties shall meet and confer within five (5) days in an attempt to resolve any disputes relating to the calculations of the gross amounts of Settlement Awards. If the Parties are unable to resolve any disputes about calculating the gross Settlement Awards pursuant to this Agreement, they shall submit their respective positions in writing to the Superior Court, which shall make the final decision regarding any disputed calculations of any Settlement Awards for any Settlement Class Members.

c. **Allocation of Settlement Awards Between Wages and Non-Wages.** Fifty Percent (50%) of each Settlement Award will be treated as wages and subject to normal payroll tax withholdings and payments, and these amounts shall be reported to the taxing authorities and the Settlement Class Members on IRS Forms W-2. Payment of the employee and employer share of the payroll taxes will be taken from the Class Fund. Fifty Percent (50%) of each Settlement Award will be treated as non-wages (penalties, enhancements, and prejudgment interest) on which there will be no tax withholding and for which IRS Forms 1099 (marked "Other Income") shall be issued to the taxing authorities and Eligible Settlement Class Members.

4. Payment by Guardian.

Subject to approval of the Settlement by the Superior Court, Guardian agrees to deposit the Maximum Settlement Amount into a Qualified Settlement Fund ("QSF") set up by the Settlement Administrator for purposes of processing the Settlement and paying the Attorney's Fees and Costs Award, the Service Award, the Settlement Administration Expenses Award, and the Settlement Awards. Guardian will fully discharge its financial obligations and will not be responsible for making any additional payments, whether to the Settlement Class Members, to Plaintiff Brian Martin, to Class Counsel, to the Settlement Administrator, or otherwise.

5. Attorney's Fees and Costs Award.

As part of seeking the Superior Court's final approval of this Settlement, Class Counsel will apply to the Superior Court for an Attorney's Fees and Costs Award of no more than thirty percent (30%) of the maximum settlement amount, or \$225,000, plus up to an additional seven thousand five hundred dollars (\$7,500) for litigation costs incurred.

6. Service Award.

Subject to approval by the Superior Court, the amount paid to Brian Martin for his service award shall be Seven Thousand Five Hundred Dollars (\$7,500). This award will be treated as non-wages, on which there will be no payroll tax withholdings and for which an IRS Form 1099-MISC (marked "Other Income") shall be issued to the taxing authorities and Plaintiff.

7. Settlement Administration.

a. The Settlement Administrator shall be responsible for mailing and emailing the Notice of Settlement to the Proposed Class, tracing undeliverable mailings, recording and tracking responses to the mailings to the Proposed Class, tracking and responding to any inquiries made by any member of the Proposed Class, calculating the Settlement Awards, and any other related tasks mutually agreed to by the Parties. The Settlement Administrator shall also be responsible for establishing a Qualified Settlement Fund ("QSF") pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering this Settlement, as well as issuing the necessary checks for all Settlement Awards, issuing all required tax documents (such as Forms W-2 and 1099-MISC), performing all related tax reporting to taxing authorities and to Guardian, and issuing the Service Award, the Settlement Administration Expenses Award, and the Attorney's Fees and Costs Award.

b. The Settlement Administrator will perform the foregoing duties based on data provided by Guardian, which data shall be presumed to be correct. Guardian shall, within twenty-one (21) calendar days after this Agreement is preliminarily approved by the Superior Court, provide the Settlement Administrator with an Excel spreadsheet containing the following information for each member of the Proposed Class: (i) name; (ii) social security number; (iii) last known address; (iv) last known telephone number (if known and reasonably accessible); (v) email address (if known and reasonably accessible); and (vi) total W2 wages received from Guardian during the Class Period. Other data will be provided, upon request from the Settlement Administrator, as reasonably necessary to complete their settlement administration duties under this Agreement. All such data shall be treated as private and confidential, and the Settlement Administrator shall not use or disclose any such data to any persons or entities except as required by this Settlement, law or Court order.

c. The Settlement Administrator shall also have the responsibility to determine any Proposed Class Member's eligibility for a Settlement Award (i.e., to determine whether any Proposed Class Member is a Settlement Class Member). Each Proposed Class Member who does not submit a valid and timely request for exclusion will automatically be a Settlement Class Member and eligible to receive a Settlement Award.

d. Within five (5) days after the Notice Deadline, the Settlement Administrator shall provide Guardian and Class Counsel with (1) an electronic report setting forth the names and identities of all Proposed Class Members who submitted a valid and timely letter requesting exclusion in conformity with this Agreement (“Exclusion Letter”); (2) an electronic report setting forth the names and identities of all Proposed Class Members who did not submit an Exclusion Letter; (3) copies of all Exclusion Letters returned or received; and (4) copies of all objections returned or received.

e. Guardian and Class Counsel shall be entitled to review the eligibility determinations made by the Settlement Administrator for compliance with the terms of this Agreement. The Settlement Administrator shall retain the originals of all Exclusion Letters returned, along with their envelopes, and objections received. Guardian and Class Counsel shall have seven (7) days after receiving the electronic report and related documentation from the Settlement Administrator to challenge any Exclusion Letter and/or eligibility determination in writing directed to the Settlement Administrator. Within five (5) days after submitting such concerns to the Settlement Administrator, the Parties shall meet and confer in an attempt to resolve any disputes relating to the subject Exclusion Letters and/or eligibility determinations. In the event the Parties are unable to reach resolution on any disputes relating to the subject Exclusion Letters and/or eligibility determinations, the Parties shall submit their respective positions in writing to the Superior Court, which shall make the final decision regarding the subject Exclusion Letters and/or eligibility determinations. Thereafter, the Settlement Administrator shall provide the final results of its eligibility determinations to Guardian and Class Counsel, which results will include the names of all Settlement Class Members and the names of all individuals who opted out of the Settlement.

f. In the event the number of Proposed Class Members who have timely requested exclusion from the Settlement exceeds ten percent (10%) of the total number of Proposed Class Members, Guardian has the right, in its sole discretion, to terminate or not to terminate the Settlement. If Guardian chooses to exercise this right, it shall give written notice to Class Counsel within ten (10) business days after receiving the report from the Settlement Administrator required by Section VI.7.d., above.

g. As part of seeking the Superior Court’s final approval of this Settlement, Class Counsel will apply to the Superior Court for a Settlement Administration Expenses Award of no more than \$10,000. The costs, fees and expenses incurred by the Settlement Administrator in administering this Settlement shall be paid from the Settlement Administration Expenses Award approved by the Court.

9. Notice/Approval of Settlement Class Certification and Settlement Agreement.

As part of this Settlement, the Parties agree to the following procedures for obtaining preliminary Superior Court approval of the Settlement, certifying the Settlement Class, notifying the members of the Proposed Class, obtaining final Superior Court approval of the Settlement, and implementing payment of Settlement Awards to Settlement Class Members:

a. For purposes of this Settlement, as soon as practicable, Class Counsel will file a motion asking the Superior Court to enter an order certifying the Settlement Class, preliminarily approving the Settlement and this Agreement, approving Notice of Settlement to the

Proposed Class, and setting a date for a Fairness Hearing to determine whether the Court will grant final approval of the Settlement and this Agreement (the "Preliminary Approval Order"). Class Counsel shall provide Guardian with a draft of the proposed motion for preliminary approval, a draft of the proposed Preliminary Approval Order, and drafts of any accompanying declarations for review and comment at least five (5) court days before the motion is filed. Plaintiff and Class Counsel agree to consider in good faith all comments of Guardian on the drafts. Guardian will not oppose Plaintiffs' motion, so long as the motion for preliminary approval, the proposed Preliminary Approval Order, and any accompanying declarations are in conformity with this Agreement and any edits proposed by Guardian are accepted.

b. Subject to the Superior Court's approval, Notice of the Settlement shall be provided using the following procedures:

(1) Within Fifty (50) days of the date the Superior Court grants preliminary approval to the Settlement and issues its Preliminary Approval Order, the Settlement Administrator shall send the Notice of Settlement to all Proposed Class Members by mail and email.

(2) The Notice of Settlement shall provide that Proposed Class Members who do not opt out (i.e., who wish to become Settlement Class Members) and who wish to object to the Settlement must submit to the Settlement Administrator a written statement objecting to the Settlement. Such written statement must be postmarked or delivered to the Settlement Administrator on or before the Notice Deadline.

(3) The Notice of Settlement shall also provide that Proposed Class Members who wish to exclude themselves (i.e., opt out) from the Settlement must mail a letter to the Settlement Administrator requesting exclusion from the Settlement on or before the Notice Deadline. Proposed Class Members who fail to submit a valid and timely Exclusion Letter on or before the Notice Deadline shall be deemed Settlement Class Members and shall be bound by all terms of the Settlement and any Final Judgment entered in this Case if the Settlement is approved by the Superior Court, regardless of whether they have objected to the Settlement.

(4) The Notice of Settlement shall list an estimated Settlement Award and advise Settlement Class Members that they need do nothing (other than not affirmatively opt out) in order to receive it.

c. The Parties agree that neither they nor their counsel will solicit or otherwise encourage any of the Proposed Class Members to opt out or object to the Settlement or to appeal from the Superior Court's Final Judgment approving the Settlement.

d. Should any Notice of Settlement be returned as undeliverable without a forwarding address, the Settlement Administrator will perform a reasonable "skip trace" search using the National Change of Address database to obtain an updated address and, if located, shall make a second attempt at mailing the Notice of Settlement. If such Notice of Settlement is again returned as undeliverable, no further attempts at delivery of the Notice of Settlement are required to be made. Notwithstanding the foregoing, the Settlement Administrator or Class Counsel may mail or email a Notice of Settlement to a Proposed Class Member at an address or email address obtained by other means if the Notice of Settlement is returned as undeliverable or upon the Proposed Class Member's request for the same.

e. Within the later of twenty one (21) days after the Notice Deadline, or seven (7) days following resolution of challenge as set forth in Section VI.7.e., above, Class Counsel shall file with the Superior Court a supplemental memorandum in support of final approval of the Settlement to inform the Court of any Proposed Class Members who have opted out of the settlement, to provide the Court with copies of all written objections received from any Proposed Class member with copies of their envelopes, and to respond to any objections to the settlement.

10. Final Approval of Settlement, Funding of QSF, and Payment of Awards.

a. Subject to the Superior Court's availability and direction but no sooner than thirty (30) days after the Notice Deadline, a Fairness Hearing shall be held for the Superior Court to determine whether to grant final approval of the Settlement, including Class Counsel's Attorney's Fees and Costs Award, the Settlement Administration Expenses Award, and the Service Award to the Plaintiff. If the Superior Court grants its final approval of the Settlement, the Parties will promptly and jointly ask the Superior Court to enter the Final Judgment dismissing the Case with prejudice and without an award of attorney's fees, expenses, or costs to any Party except as provided herein.

b. After entry of the Final Judgment, and subject to Rule 7.2 of the Washington Rules of Appellate Procedure, the Superior Court shall have continued jurisdiction solely for the purposes of enforcement of the Settlement Agreement and addressing (a) settlement administration matters, and (b) such post-Final Judgment matters as may be appropriate under Court rules.

d. Within fifteen (15) business days after the Effective Date Guardian shall initiate a wire transfer of the Maximum Settlement Amount into the QSF. The QSF will hold all funds transferred pending disbursement.

e. Within three (3) business days after funds are deposited into the QSF, the Settlement Administrator shall wire transfer or issue and mail checks for the Attorney's Fees and Costs Award, Service Award, and Settlement Administration Expenses Award to the respective recipients thereof.

f. Within ten (10) business days after the later of the date the funds are deposited into the QSF or the date the process described in Section VI.3.b is completed, the Settlement Administrator shall issue and mail the Settlement Award checks. Settlement Award checks for each Settlement Class Member shall include an amount for wages and a separate amount for non-wages (exemplary damages, enhancements, and prejudgment interest).

g. The Settlement Administrator shall withhold and pay to the appropriate taxing authority(ies), all federal, Washington state, and local withholding taxes from each amount for wages, including the employer's share of FICA, Medicare, FUTA (if applicable), and any other employer-paid, federal, Washington state, and local requirements, and shall issue appropriate IRS Forms W-2 for each amount for wages. The non-wages (penalties, enhancements, and prejudgment interest) amount shall not be subject to withholdings and shall be reported on an IRS Form 1099 (marked "Other Income") issued by the Settlement Administrator.

h. Should any Settlement Award checks be returned as undeliverable without a forwarding address, the Settlement Administrator will perform a reasonable “skip trace” search using the National Change of Address database to obtain an updated address and, if located, shall make a second attempt at mailing the Settlement Award Check. The Settlement Administrator shall mail any Settlement Class Member his or her Settlement Award check if he or she contacts the Settlement Administrator and provides a correct mailing address within ninety (90) days after the initial distribution of the Settlement Award checks. If contacted by a Settlement Class member, Guardian shall instruct the member to contact the Settlement Administrator or Class Counsel.

i. No later than one hundred twenty (120) days after the initial distribution of the Settlement Award checks, the Settlement Administrator shall provide both Parties with an accounting indicating which funds have been distributed to Settlement Class Members and which, if any, checks to Settlement Class Members have not been negotiated by that time. At this same time, the Settlement Administrator shall also provide Guardian with copies of all IRS Forms W-2 and IRS Forms 1099 documents issued in connection with the payment of the Settlement Awards, and any other tax documentations reasonably required by Guardian.

j. If any checks to Settlement Class Members have not been deposited or negotiated within one hundred twenty (120) days after distribution, the funds from those checks will be sent by the Settlement Administrator in the corresponding Settlement Class Member's name to the Unclaimed Property Fund for the State of Washington pursuant to the Unclaimed Property Act (RCW 63.29 et seq). Guardian will not receive funds from any uncashed checks.

k. If the Superior Court does not grant preliminary or final approval of the Settlement, or if the Settlement does not become final for any other reason, this Agreement shall be null and void. In such case, the parties shall proceed in all respects as if this Agreement had not been executed. In the event an appeal is filed from the Superior Court's Final Judgment, or from any other appellate review that is sought prior to the Effective Date, funding and administration of the Settlement shall be stayed pending final resolution of the appeal or any other form of appellate review.

11. No Effect on Employee Benefits.

This Settlement, and any payments made thereunder to Settlement Class Members, shall have no effect on the eligibility for and/or calculation of employee benefits of any Settlement Class Members.

12. Miscellaneous Provisions.

a. The Parties agree to stay all further proceedings in this Case, except such proceedings as are necessary to implement and complete this Settlement and/or to implement this Agreement, pending the Fairness Hearing to be conducted by the Superior Court and the Effective Date of the Settlement.

b. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

c. This Agreement constitutes the entire Agreement among these Parties. No representations, warranties or inducements have been made to any Party concerning this Agreement, other than the representations, warranties and covenants contained and memorialized in this Agreement and the documents it requires (such as the Notice of Settlement).

d. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to enter into this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to implement this Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement this Settlement or this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement or this Agreement, then either Party may seek the Superior Court's assistance to resolve such disagreement.

e. This Agreement shall be binding upon, and shall inure to the benefit of, the successors of the Parties hereto, as previously defined.

f. All terms of this Agreement shall be governed by and interpreted according to the laws of the State of Washington.

g. Plaintiff and Guardian believe that this is a fair, reasonable and adequate settlement, and have arrived at this Settlement through arm's-length negotiations, taking into account all relevant factors, present and potential.

h. Plaintiff's counsel and/or the Settlement Administrator may create a notice website with information about this Settlement after preliminary approval of this Settlement is obtained from the Superior Court, which notice website may include a copy of this Agreement and any other documents filed with the Superior Court.

i. The parties agree that this Agreement may be electronically signed, and that any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

j. This Agreement may be executed in counterparts, and each counterpart, when executed, shall be deemed an original, and all of which together shall be deemed one and the same instrument. Photographic and facsimile copies of such signed counterparts may be used in lieu of the originals for any purpose.

IT IS SO AGREED.

**COUNSEL FOR PLAINTIFF
BRIAN MARTIN AND PROPOSED
CLASS COUNSEL**

ENTENTE LAW PLLC

DocuSigned by:

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James B. Pizl, Principal

Dated: 6/12/2024

**PLAINTIFF AND PROPOSED CLASS
REPRESENTATIVE**

DocuSigned by:

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**Brian Martin, individually and on
behalf of the Settlement Class**

Dated: 6/12/2024

**COUNSEL FOR DEFENDANT
GUARDIAN SECURITY SYSTEMS, INC.**

SUMMIT LAW GROUP, PLLC

DocuSigned by:

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M. Quinn Oppenheim, Partner

Dated: 6/12/2024

GUARDIAN SECURITY SYSTEMS, INC.

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Ainsley Close, President

Dated: 6/12/2024