

**NOTICE OF SETTLEMENT OF CLASS ACTION**

**IMPORTANT**

**YOU ARE ENTITLED TO RECEIVE MONEY UNDER  
THE PROPOSED SETTLEMENT**

Advanced-Tech Security Services, Inc. (Currently known as Andrews International, Inc.) (“ATS”) HAS AGREED TO THIS SETTLEMENT AND WILL NOT DISCRIMINATE OR RETALIATE AGAINST ANYONE WHO ACCEPTS BENEFITS UNDER THE SETTLEMENT.

**YOUR RIGHTS MAY BE AFFECTED BY THE PROPOSED SETTLEMENT**

**PLEASE READ IMMEDIATELY**

*Ester Roman, et al., v. Advanced-Tech Security Services, Inc., et al.,  
Los Angeles County Superior Court Case No. BC 348282*

TO: ALL CURRENT AND/OR FORMER HOURLY PAID SECURITY OFFICERS EMPLOYED BY ADVANCED-TECH SECURITY SERVICES, INC. IN THE STATE OF CALIFORNIA WHO, AT ANY TIME BETWEEN MARCH 2, 2002 AND DECEMBER 31, 2003 SIGNED WAIVER I AND WORKED AN ON-DUTY MEAL PERIOD WITHOUT RECEIVING A MEAL BREAK PREMIUM OF ONE HOUR'S PAY AT HIS OR HER REGULAR RATE OF PAY, EXCLUDING SHIFTS WORKED ON THE SONY ACCOUNT. NOTE: A COPY OF WAIVER I IS ATTACHED HERETO AS EXHIBIT I. THE CLASS PERIOD IS FROM MARCH 2, 2002 TO OCTOBER 23, 2009

The purpose of this Notice is to provide a brief description about the claims alleged in the lawsuit, inform you about the proposed Settlement, and inform you of your rights and options with respect to the Settlement.

The Los Angeles County Superior Court has granted preliminary approval to a proposed settlement (the “Settlement”) of the above-captioned putative class action (“Action”) against ATS. Because your rights may be affected by this Settlement, it is extremely important that you read this Class Notice of Settlement (hereinafter “Notice”) carefully.

The Court has certified the following class for settlement purposes: “All current and/or former hourly paid security officers employed by Advanced-Tech Security Services, Inc. in the State of California who, at any time between March 2, 2002 and December 31, 2003 signed Waiver I and worked an on-duty meal period without receiving a meal break premium of one hour's pay at his or her regular rate of pay, excluding shifts worked on the Sony account.” The On-Duty Meal Agreement known as “Waiver I” is attached as “Exhibit 1” to this Notice. For purposes of this Settlement this Subclass shall include a “Supplemental Benefits Class” consisting of those Subclass members who also worked shifts of ten hours or longer but did not receive a second meal break. See below for further details.

**NOTE.** *The Court also certified a second subclass defined as: "All current and/or former hourly paid security officers employed by ATS in California who, at any time since March 2, 2002, signed Waiver II and worked an on-duty meal period without receiving a meal break premium of one hour's pay at his or her regular rate of pay." However, because this claim will be dismissed and is not part of this Settlement, the rights of members of this class are not affected by this Settlement in any way. If you are or would be a member of this Subclass, you are not bound by this settlement and are otherwise free to pursue any claim you may have individually.*

**A. DESCRIPTION OF THE LAWSUIT.**

The Complaint was filed on March 2, 2006 in the Los Angeles County Superior Court. Through the Action, an employee of ATS (“Plaintiff”) seeks damages, restitution, and other relief on the basis of her allegations that ATS failed to provide her and other similarly situated employees compliant meal and rest periods, and failed to pay her additional wages as provided in Labor Code § 226.7 and the implementing Wage Orders of the California Industrial Welfare Commission. Plaintiff also alleges that ATS willfully failed to pay her and other employees all wages earned upon termination of employment in a timely manner as provided in Labor Code §§ 201 and 202, and failed to provide accurate itemized wage statements as required by Labor Code §226. Plaintiff further alleges that these Labor Code violations constitute unfair business practices in violation of Business & Professions Code § 17200, *et seq.*

Plaintiff and Class Counsel have diligently investigated and litigated the Class Members’ claims against ATS. Based on the information gathered during the investigation and litigation process, and based on their experience, Plaintiff and Class Counsel believe that the Settlement is fair, reasonable, and adequate and is in the best interest of the Class Members.

The Court has not ruled on the merits of Plaintiff’s claims or ATS’ defenses. The attorneys for the employees (“Class Counsel”) in this lawsuit are: The attorneys for Advanced-Tech Security Services, Inc. are:

Mike Arias  
Mark A. Ozzello  
Arias Ozzello & Gignac, LLP  
6701 Center Drive West, Suite 1400  
Los Angeles, California 90045  
Tel: (310) 670-1600  
Fax: (310) 670-1231

Evelina M. Serafini  
Kathleen A. Hunt  
MANNING & MARDER, KASS ELLROD RAMIREZ  
LLP  
801 South Figueroa Street, 15<sup>th</sup> Floor  
Los Angeles, California 90017  
Tel: (213) 624-6900  
Fax: (213) 624-6999

**B. SUMMARY OF PROPOSED SETTLEMENT TERMS.**

Subject to the Court’s final approval, the terms of the proposed Settlement are as follows:

1. Gross Settlement Amount. ATS will pay a total of up to \$975,000 (Nine Hundred and Seventy Five Thousand Dollars) to pay the claims of all Class members who do not opt-out of the settlement; any employee FICA (Federal Insurance Contributions Act) and other payroll taxes attributed to wage payments under this Settlement; an Incentive Award to Class Representative; and Class Counsel attorneys’ fees and expenses.

2. Settlement Formula and Distribution.

The value of a Class Member’s claim will be determined as follows: (a) \$8.00 multiplied by the number of Qualifying Shifts the Class Member worked for ATS as a Class Member during the Class Period.

**ATS’ records indicate that you have \_\_\_\_\_ of Qualifying Shifts. As such, the estimated value of your settlement share is \$\_\_\_\_\_.**

The value of a claim from each Supplemental Benefit Class Member, who submits a **timely and verified claim to the** Settlement Administrator because he or she believes that he or she worked a Qualifying Shift of ten hours or longer but did not receive a second meal break, will be determined by multiplying each Qualifying Shift by \$10. Supplemental Benefit Class Members must complete and return the separate Claim Form provided in this mailing.

If you are a Class Member and do not Opt-Out of the settlement, the Settlement Administrator will mail to you a check in the amount set forth above (or a higher amount if certain class member chose to not participate in this settlement or can not be located).

For purposes of tax reporting under the Settlement, the Class Members' claims will be treated as 30% wages, 30% interest, and 40% penalties. Nothing in this Notice or the Settlement is intended to be tax advice. You should consult your tax advisor for any tax issues pertaining to this Settlement.

3. Plaintiff and Class Counsel will seek an Enhancement Award of \$7,500.00 (Seven Thousand Five Hundred Dollars) to the Class Representative Ester Roman to compensate her for the time and risks she undertook in bringing this Action. Any reduction in the Enhancement Award will be returned to the Net Settlement Amount for distribution.

4. Subject to the Court's approval, Defendant has agreed to pay Class Counsel reasonable attorneys' fees of \$329,393 and Costs of approximately \$15,500.00 incurred in the prosecution this Action. Any reduction in Class Counsel's attorneys' fees and expenses will be returned to the Net Settlement Amount for distribution.

5. Each Class Member who does not request to be excluded from the Settlement will be deemed to release and discharge ATS, and its respective present and former officers, directors, members, managers, shareholders, agents, employees, attorneys, insurers, co-insurers, predecessors, successors, assigns, and any individual or entity which could be jointly liable with ATS in this Action from any and all liabilities, demands, claims, causes of action, complaints and obligations that are alleged in the operative Complaint arising during the Class Period, based upon the facts alleged in the operative Complaint, or any cause of action for penalties deriving from the allegations contained in the operative Complaint, including alleged violations for failure to pay wages, including alleged violations of California Labor Code §§ 226.7 and 512 for alleged failure to provide meal and/or rest periods, alleged violations of California Labor Code §§ 201 and 202 for alleged failure to pay wages upon termination of employment in a timely manner, alleged violations of Labor Code § 226 for failure to provide accurate itemized pay stubs, and alleged violations of Business and Professions Code § 17200, *et seq.* predicated on the aforementioned Labor Code violations, and excluding any rights which as a matter of law cannot be waived.

#### **C. RECEIVING YOUR SHARE OF THE SETTLEMENT.**

To receive your share you need not do anything – a check will be mailed to you. By receiving your share under the Settlement, you will be bound by all of the terms of the Settlement, including a release of claims, as set forth above, that will prevent you from suing ATS, its employees or any other related persons, affiliates or entities for the matters being settled in this case.

#### **D. TO REQUEST EXCLUSION FROM THE SETTLEMENT.**

If you want to be excluded (“Opt Out”) from the Settlement, you must mail a request to Opt-Out to the Settlement Administrator at: Desmond, Marcello & Amster, P.O. Box 451999, Los Angeles, California 90045. Your request can be as simple as “I do not want to be a part of the settlement.” To be considered timely, your Opt-Out Request must be mailed by First-Class U.S. Mail, and postmarked no later than **DECEMBER 22, 2009**

If you file a timely and valid Opt-Out Request, you will no longer be a member of the Class, and you will not be eligible to receive any of the monies from the Settlement or object to the terms of the Settlement. However, you will not be bound by the terms of the Settlement, and may pursue any claims you may have, at your own expense, against ATS.

**DO NOT SEND AN OPT-OUT REQUEST IF YOU WANT TO RECEIVE MONEY UNDER THE SETTLEMENT.**

**E. TO OBJECT TO THE SETTLEMENT.**

If you believe the Settlement is unfair or inadequate in any respect, you may object to the Settlement by filing a written objection with the Los Angeles County Superior Court, Department 81, 111 North Hill Street, Los Angeles, California 90012 and mailing a copy of your objection to Class Counsel, attorneys for ATS, and the Settlement Administrator at the above addresses. All objections must be signed and set forth your address, telephone number, and the name of the case (*Ester Roman et al. v. Advanced Tech Security Services, Inc., et al.*, Los Angeles County Superior Court Case No. BC 348282). All objections must be filed and postmarked no later than **December 22, 2009**. If you submit an objection, you may appear at the Final Approval Hearing (discussed below). Your objection should clearly explain why you object to the Settlement and must state whether you (or someone on your behalf) intend to appear at the Final Approval Hearing.

**F. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT.**

The Final Approval Hearing on the fairness and adequacy of the proposed Settlement, the plan of distribution, and Class Counsel's request for attorneys' fees and expenses will be held on **February 1, 2010** at 8:45a.m. in Department 81 of the Los Angeles County Superior Court, 111 North Hill Street, Los Angeles, California 90012. The Final Approval Hearing may be continued without further notice. It is not necessary for you to appear at this hearing, unless you have timely filed an objection to the Settlement.

Any Class Member who does not object in the manner provided above shall be deemed to have approved the Settlement and to have waived any objections, and shall be forever foreclosed from objecting to the fairness or adequacy of the proposed Settlement, the payment of attorneys' fees and expenses, the claims process, the payment to the named plaintiff, or any other aspect of the Settlement. If the Settlement is not approved, the lawsuit will continue to be prepared for trial or other judicial resolution.

**G. ADDITIONAL INFORMATION.**

This Notice only summarizes the lawsuit, the Settlement and related matters. For more information, you may inspect the Court files at the Los Angeles County Superior Court, 111 North Hill Street, Los Angeles, California 90012 from 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays.

**IF YOU HAVE QUESTIONS ABOUT THIS NOTICE, PLEASE CALL THE CLAIMS ADMINISTRATOR  
AT (310) 417-3915. DO NOT CALL THE COURT.**