

If you worked for Maxsent or Kerberos International, Inc., a Class Action Settlement may affect your rights.

*A Court authorized this notice. This is not a solicitation from a lawyer.
Please read this notice carefully.*

- This notice provides information about a proposed Class Action Settlement of a Lawsuit brought by Eric Sharp, Duane Catlett, and Donald Geddis (collectively “Plaintiffs”) against CDA Inc. d/b/a Maxsent (“Maxsent”) and Kerberos International, Inc. (“Kerberos”), (collectively “Defendants”).
- Plaintiffs claim Defendants failed to provide legally compliant meal breaks or compensation for missed meal breaks to them and other employees who worked as protective security officers in Washington state.
- Defendants deny any wrongdoing and deny all the allegations in Plaintiffs’ Lawsuit. Defendants resolved this case as a business decision to avoid the risk, cost, and inconvenience of litigation.
- Plaintiffs and Defendants (collectively “the Parties”) have reached a proposed Settlement and have presented it to the King County Superior Court for approval. If the Settlement is approved, Defendants will pay \$800,000 to cover: payments to Class Members; attorneys’ fees and costs; administrative fees; and payments to Plaintiffs for their efforts in the case.
- You have the option to participate in the Settlement or not.

SUMMARY OF YOUR RIGHTS AND OPTIONS

DO NOTHING	If you do nothing, you will receive a Settlement payment. In exchange, you will give up (“release”) any rights to sue Defendants separately for any claims related to meal breaks.
ASK TO BE EXCLUDED	If you ask to be excluded, you will not share in the Settlement funds and you cannot object to any of the terms of Settlement; however, you will keep any rights you have to sue (or not sue) Defendants at your own expense.
OBJECT TO THE SETTLEMENT	If you don’t like the Settlement, you can file an objection and tell the Court why. If the Court approves the Settlement anyway, you will be bound by it.

1. Why am I getting this notice?

You are receiving this notice because Maxsent and/or Kerberos records show that you worked as an hourly-paid protective security officer for Defendants in Washington state at some point between March 1, 2023, and April 30, 2025.

The Court ordered that this notice be sent to advise you of your rights. If you **want** to participate, you do not need to do anything. You will automatically be a part of the Settlement and will receive a payment. If you **do not** want to participate, you must complete and return the Form attached to this notice called a “Request to be Excluded.”

2. What is this Lawsuit about?

Plaintiffs allege that the Defendants failed to provide protective security officers with proper meal breaks required under state law or additional compensation for missed meal breaks. Defendants deny all allegations in the Lawsuit and deny any wrongdoing.

The Honorable James Rogers of the King County Superior Court is overseeing this Lawsuit, referred to as: *Sharp, et al. v. CDA INC., d/b/a, Maxsent, et al.*, King County Superior Court, Case No. 24-2-08436-3 SEA.

3. What is a Class Action and who represents me?

A “Class Action” is a lawsuit where one individual brings claims on behalf of a group of other similarly situated “Class Members.” In this case, Plaintiffs brought meal break-related claims on behalf of themselves and other protective security officers employed by Defendants in Washington state.

Plaintiffs are represented by the law firm of Schroeter Goldmark & Bender. The Court has determined that these lawyers are qualified to represent the Class. If you want to hire your own lawyer, you may do so at your own expense.

4. Am I a Class Member?

As part of the Settlement, the Court has decided that everyone who fits the following description is a Class Member:

Plaintiffs and all other individuals who were employed by Maxsent or Kerberos in the State of Washington as hourly-paid protective security guards at any time between March 1, 2023, and April 30, 2025.

5. What are the reasons for the proposed Settlement?

The Court has not decided in favor of the Plaintiffs or Defendants in this case. Instead, both sides agreed to a Settlement after they exchanged information, conducted their own research, and engaged a neutral mediator to assist with negotiations.

Plaintiffs and their attorneys have determined that the Settlement is fair and reasonable and in the best interests of the Class after considering many factors, including the expense, uncertainty, and delay of further litigation.

Defendants concluded that further litigation of the case would be burdensome, expensive, and time-consuming. While it denies any wrongdoing, Defendants have agreed to the Settlement to fully resolve the claims against them.

6. What are the terms for the proposed Settlement?

The following is a summary of the terms of the Settlement. A complete copy of the Settlement Agreement is on file with the Clerk of the Court at the King County Superior Court, in Seattle, Washington.

Defendants agree to pay a total amount of **\$800,000** (the Gross Settlement Fund) to cover the following:

- **Settlement Class Payments.** At least **\$603,500** (the Net Settlement Fund) will be paid to Class Members who decide to participate. The Net Settlement Fund will be allocated among individual Settlement Class Members on a pro rata basis, on daily hours worked, exclusive of training hours, and missed meal periods already compensated between March 1, 2023, and April 30, 2025, with a minimum payment of \$10.00 to each Settlement Class Member. The exact amount of the individual payment will depend on how many Class Members participate but is estimated to be the equivalent of 70% of the wages alleged to be owed. For tax purposes, the amounts paid to Class Members will be divided: (i) 40% to back

wages, subject to payroll taxes, and reported on a Form W-2; and (ii) 60% to interest and exemplary damages, which is taxable income reported on a Form 1099, but not subject to payroll taxes.

- **Attorneys' Fees and Costs.** If the Court approves it, the Gross Settlement Fund will be used to pay Plaintiff's attorneys fees at 20% of the Gross Settlement Fund (\$160,000) plus their out-of-pocket costs, which are currently just over \$17,500. Plaintiff's attorneys have been investigating this Lawsuit since 2022 and will continue to work on it through completion but have not yet received any compensation for their services.
- **Class Representative Awards.** If the Court approves it, the Gross Settlement Fund will cover an award of up to \$5,000 each to Plaintiffs Eric Sharp and Duane Catlett and \$2,500 to Donald Geddis in recognition of their efforts in serving as Class Representatives.
- **Settlement Administrator Fees.** Finally, if approved, the Gross Settlement Fund will be used to pay \$6,950 (and in no event more than \$8,000) to an experienced administrator, ILYM Group, Inc., to handle Settlement logistics, such as issuing and mailing checks to each Class Member and processing payroll taxes and tax forms.

7. What is the legal effect of the Settlement?

If the Court approves the Settlement, the Judge will enter a final order dismissing the Lawsuit.

Additionally, Defendants will be "released" from meal break-related claims that were or could have been brought in the Lawsuit, as outlined in Section VI.2 of the Parties' Settlement Agreement (including any attendant claims for wages, exemplary damages, interest, and attorneys' fees and costs). If you choose to participate in the Settlement and receive a payment, you will be bound by this release, meaning you will not be permitted to file a separate lawsuit against the Defendants for any meal break-related claims that accrued between March 1, 2023, and April 30, 2025, including for any alleged missed meal breaks, payment for missed meal breaks, or any other claims or damages related to meal breaks during this period.

8. What do I need to do to take part in the Settlement? When will I be paid?

If you want to participate in the Settlement, you are not required to do anything. If the Court approves the Settlement at a final hearing, and if no appeal is filed, payments will be mailed approximately 45 days after final approval.

9. Can I exclude myself from the Settlement?

Yes. If you **do not** want to participate in the Settlement, you can opt out of the case. If you opt out, you will not receive any payment from the Settlement. You will retain your rights under the law and are free to pursue any possible claims on your own at your own expense.

If you want to be excluded, you must communicate your decision by using the "Request for Exclusion" Form, attached to this notice. Your Form must be postmarked or received by **February 8, 2026**.

10. Can I participate in the Settlement, but object to a term of the Settlement?

Yes, you can participate in the Settlement, but still object to some aspect or term of the Settlement. If you wish to do so, you must submit a **written objection** to the Clerk of the Court by **February 8, 2026**. You must also provide a copy of your written objection to:

ILYM Group, Inc.
P.O. Box 2031 | Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email: claims@ilymgroup.com

Any written objection must contain your name, address, phone number, email, and the substance of your objection. If you file a timely objection, you may appear in person at the final hearing (date below) to explain your position. You may hire an attorney at your own expense to represent you at this hearing. Only Settlement Class Members who object to the proposed Settlement according to these procedures will be permitted to appeal any decision related to the Settlement. Settlement Class Members who fail to present objections in the manner outlined in this notice will have waived the right to object.

11. Can anyone retaliate against me for participating or excluding myself?

No one is permitted to punish you in any way if you choose to participate in or exclude yourself from this Settlement.

12. When will the Court decide whether to approve the Settlement?

On **March 6, 2026 at 11:00 a.m.** in courtroom E-733 at the King County Superior Court in Seattle, Washington, the Court will conduct a hearing to determine whether the proposed Settlement is fair, adequate, and reasonable. Attorneys for Plaintiff and Defendants will attend.

NOTE: If you wish to attend the hearing you are welcome, but are **not** required to do so. If you wish to **speak** at the hearing, you must notify the Court by **February 8, 2026**. The date and time of the hearing is subject to change without further notice; please confirm the date/time with the Court if you wish to attend.

13. How can I obtain more information?

DO NOT CONTACT THE COURT, THE JUDGE, OR THE DEFENDANTS' ATTORNEYS WITH QUESTIONS.

Any questions you have concerning this Notice or any changes of name or address may be directed to:

ILYM Group, Inc.
P.O. Box 2031 | Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email: claims@ilymgroup.com

More details and a full copy the Settlement Agreement are available at this website (**www.ilymgroup.com**). You may also review and copy pleadings and other records in this litigation at any time during regular office hours at the Office of the Clerk, King County Superior Court, in either Seattle or Kent.

REQUEST TO BE EXCLUDED

Please carefully read the notice mailed with this form before you go any further.

Do not fill out this form if you want to participate in the Settlement and receive a payment.

If you **do not** want to participate in the Settlement and receive a payment, please check the box below, sign and date this form, and return it to the address listed here. This Form must be postmarked and or emailed by **February 8, 2026**:

ILYM Group, Inc.

P.O. Box 2031 | Tustin, CA 92781

Telephone: (888) 250-6810

Fax: (888) 845-6185

Email: claims@ilymgroup.com

☐ I want to be **excluded** from the Class Action Settlement in the case *Sharp, et al. v. CDA INC., d/b/a, Maxsent, et al.*, King County Superior Court, Case No. 24-2-08436-3 SEA.

PRINT NAME:

SIGNATURE:

ADDRESS:

PHONE:

EMAIL:

DATED:

Sharp, et al. v. CDA INC., d/b/a, Maxsent, et al.
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

«ILYM_ID
QR Code»

ILYM ID: «ilym_id» «PC»
«first_name» «last_name»
«Address_1»
«City», «state» «Zip_Code»