

COHEN JOHNSON BARTLETT LLP

THEODORE J. COHEN (SBN 119660)

tcohen@cjbLLP.com

S.V. STUART JOHNSON (SBN 192085)

sjohnson@cjbLLP.com

TAYLOR STEPHEN (SBN 351810)

tstephen@cjbLLP.com

1230 Rosecrans Avenue, #400

Manhattan Beach, CA 90266

Tel: (310) 586-2400

MILLER BARONDESS LLP

AMNON Z. SIEGEL (SBN 234981)

asiegel@millerbarondess.com

MARY MANUKYAN (SBN 334998)

mmanukyan@millerbarondess.com

2121 Avenue of the Stars, 26th Floor

Los Angeles, CA 90067

Tel: (310) 552-7557

Attorneys for Plaintiffs,

Christopher Coffey

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

CHRISTOPHER COFFEY, an individual;) Case No.

and CHRISTOPHER COFFEY, as trustee of)

the Christopher Coffey Trust dated)

November 12, 1997,)

)

Plaintiffs,)

)

vs.)

)

GARDA SECURITY INC., a Delaware)

corporation; ECAMSECURE, a California)

corporation; PATRICK PRINCE, an)

individual; PRENTICE ROBERTSON, an)

individual; PIERRE-HUBERT SÉGUIN, an)

individual; JEAN-MICHAEL)

FILIATRAULT, an individual; and DOES 1-))

20, inclusive,)

)

Defendants.)

)

)

COMPLAINT FOR:

- 1. Breach of Written Contract**
- 2. Anticipatory Breach of Contract**
- 3. Declaratory Relief**
- 4. Breach of Fiduciary Duty**
- 5. Breach of Fiduciary Duty**
- 6. Aiding and Abetting a Breach of Fiduciary Duty**
- 7. Breach of Written Contract**
- 8. Breach of Implied Covenant of Good Faith and Fair Dealing**
- 9. Intentional Interference with Contractual Relations**

1 Plaintiffs Christopher Coffey, as an individual (“Coffey”), and as trustee of the
2 Christopher Coffey Trust, dated November 12, 1997 (the “Coffey Trust” and collectively, the
3 “Coffey Parties”), are informed and believe, and thereon allege, as follows:

4 **INTRODUCTION**

5 1. The Coffey Parties filed this action because Garda Security Inc. (“Garda”), a
6 multi-billion dollar international security company, intentionally and unlawfully violated the
7 Coffey Trust’s rights as a minority shareholder of a Garda subsidiary and has engaged in other
8 misconduct in its dealings with the Coffey Parties.

9 2. Coffey pioneered the remote security surveillance business. In 2019, Coffey sold
10 his businesses to Garda. Coffey, through his trust, retained a ten percent (10%) minority interest
11 in what he felt was the gem of his businesses, the eCAMSECURE (“eCAM”) mobile security
12 surveillance company (the “eCAM Business”).

13 3. Coffey successfully negotiated valuable minority stockholder protections for his
14 retained interest in eCAM, including Garda’s agreement that it would: (1) only conduct the
15 eCAM Business through eCAM (and not through any of its other affiliates); and (2) present to
16 eCAM’s Board all corporate opportunities involving businesses competitive with eCAM. Coffey
17 would also continue as Chief Executive Officer and a director of eCAM.

18 4. Coffey and Garda further agreed that after a specified period, Coffey could
19 require Garda to purchase his minority interest in eCAM and Garda could require Coffey to sell
20 his interest (a put/call agreement). The put/call purchase price for Coffey’s minority interest is
21 calculated based on eCAM’s gross revenues. This ensured that Coffey would capture all growth
22 in revenues of the eCAM business, as Garda could not use accounting gimmicks to reduce
23 eCAM’s net income (and thereby reduce the value of Coffey’s 10% minority interest). The
24 put/call agreement, as well as each of the minority stockholder protections, were memorialized in
25 a stockholders agreement.

26 5. As Coffey expected, eCAM’s business continued to grow rapidly after the
27 acquisition. Coffey estimates the value of his minority interest increased from less than \$2
28 million upon Garda’s purchase to approximately \$10 million by the end of 2024.

6. In October 2024, without Coffey's consent, Garda acquired Stealth Topco Holdings, LLC, Stealth Monitoring Inc., and their subsidiaries (collectively, "Stealth"). Stealth is a major competitor of eCAM. Through this acquisition, Garda breached Coffey's minority stockholder rights, which provided with absolute clarity that Garda **shall not** acquire a business such as Stealth's unless eCAM was the acquiring company.

7. **Importantly**, Garda knew Coffey's consent was required to complete the Stealth acquisition and, in fact, sought his consent. Garda tried to strong-arm Coffey, requesting that Coffey waive his rights and permit Garda to acquire Stealth outside of eCAM. Coffey refused and rejected its demand.

8. After failing to obtain the requisite consent from Coffey, Garda blatantly violated its duties and obligations to Coffey, brazenly circumvented Coffey's minority protections, and closed the Stealth acquisition using another affiliated entity in which Coffey has no interest.

9. Garda and the majority of the eCAM directors, who are also directors of Garda, owed Coffey fiduciary duties as a minority stockholder of eCAM. They breached those fiduciary duties when they failed to cause the Stealth corporate opportunity to be presented to eCAM's Board, even though the same group of eCAM directors approved the Stealth acquisition by another Garda affiliate. Garda also breached Coffey's minority protective provisions in the stockholders agreement when it failed to present the acquisition opportunity to eCAM's board, as required by the stockholders agreement.

10. Post-closing, Garda integrated the acquired Stealth business with eCAM. Gallingly, Garda recently announced that it would brand and operate the combined Stealth and eCAM businesses under the eCAM name. Clearly, Stealth's business was in the same exact line of business as eCAM, which meant Garda could not acquire Stealth through any of its affiliates other than eCAM without Coffey's consent (which Garda recognized as evidenced by its request that the Coffey Trust waive its right under the stockholders agreement).

11. Coffey has and will suffer significant damages due to Garda's acquisition of Stealth through a Garda affiliated entity other than eCAM. Garda (eCAM's majority stockholder) and the eCAM directors' oppressive acts violated their fiduciary duties and were

performed intentionally and maliciously with the obvious goal of harming Coffey and depriving him of his share of the gross revenues from Stealth's acquired business. Coffey seeks redress for this egregious misconduct by Garda, a multinational behemoth, and the Garda appointed eCAM directors.

THE PARTIES

12. Plaintiffs Christopher Coffey, as an individual ("Coffey") and as trustee of the Christopher Coffey Trust dated November 12, 1997 (the "Coffey Trust" and collectively, the "Coffey Parties"), are, and at all times mentioned herein were, a resident of Los Angeles County, California.

13. Defendant GARDA SECURITY INC. ("Garda") is, and at all times mentioned herein was, a corporation organized and existing under the laws of the State of Delaware.

14. Defendant ECAMSECURE ("eCAM") is, and at all times mentioned herein was, a corporation organized and existing under the laws of the State of California, with its principal place of business in Long Beach, California.

15. Defendant PATRICK PRINCE ("Prince") is, and at all times mentioned herein was, an individual residing in Montreal, Canada.

16. Defendant PRENTICE ROBERTSON ("Robertson") is, and at all times mentioned herein was, an individual residing in St. Louis, Missouri.

17. Defendant PIERRE-HUBERT SÉGUIN ("Séguin") is, and at all times mentioned herein was, an individual residing in Montreal, Canada.

18. Defendant JEAN-MICHAEL FILIATRAULT ("Filiatrault") is, and at all times mentioned herein was, an individual residing in Montreal, Canada.

19. DOES 1 through 20, inclusive, whether individual, corporate, associate, or otherwise are sued by these fictitious names and whose true names and capacities, at this time, are unknown to Plaintiffs. Plaintiffs are informed and believes and upon that basis alleges that at all times mentioned herein, each of Defendants sued herein as DOES 1 through 20 were the agent, servant, and/or employee of his, her, or its co-Defendants, and in doing the things hereinafter mentioned was acting in the scope of his, her, or its authority as such agent, servant,

1 or employee, and with the permission, consent, or ratification of his, her, or its co-Defendants;
2 and that each of said fictitiously named Defendants, whether an individual, corporation,
3 association, or otherwise, is in some way liable or responsible to the Plaintiff on the facts
4 hereinafter alleged and caused injuries and damages proximately thereby as hereinafter alleged.
5 At such time as Defendants' true names become known to Plaintiffs, Plaintiffs will amend this
6 Complaint to insert said names and capacities.

7 **JURISDICTION AND VENUE**

8 20. This Court has proper jurisdiction over Defendant eCAM because its principal
9 place of business in Los Angeles County, California. This Court has proper jurisdiction over
10 Defendants Garda, Prince, Robertson, Séguin, and Filiatrault because they each conduct business
11 in Los Angeles County, California, with the latter three (3) acting as directors for a California-
12 registered and Los Angeles-based corporation, eCAM. In addition, this action arises under
13 California law and the amount in controversy exceeds \$25,000.

14 21. Venue is appropriate because some or all of the acts described herein took place
15 in Los Angeles County and some or all of Defendants conduct business in Los Angeles County.
16 Additionally, the employment agreement, upon which this lawsuit is partially based, requires the
17 action be brought in Los Angeles County.

18 **BACKGROUND ALLEGATIONS**

19 **Garda's Acquisition of Coffey's Video Surveillance Business**

20 22. Coffey is a pioneer in the creation and development of the remote surveillance
21 security industry. Beginning in the 1980s, Coffey founded a company, Construction Protective
22 Services, Inc. ("CPS"), that provided security services for construction sites utilizing remote
23 sensors attached to a central panel to detect intruders.

24 23. Over the next three decades, Coffey developed remote surveillance systems and in
25 2000, Coffey formed another company, eCAM, to focus on opportunities in this line of business.
26 eCAM utilized video surveillance equipment monitored at a remote location to provide security
27 services to a variety of clients.
28

1 24. eCAM’s groundbreaking technology led to the company’s explosive growth,
2 which caught the attention of many in the security industry, including Garda.

3 25. On or around July 8, 2019, Garda acquired CPS and ninety percent (90%) of the
4 common stock of eCAM (the “Acquisition”). Coffey recognized eCAM’s enormous growth
5 potential and successfully negotiated to retain a ten percent (10%) minority interest in eCAM
6 (“Coffey’s Equity”) held in his trust. In addition, Coffey agreed to continue as a director and
7 Chief Executive Officer (“CEO”) of eCAM.

8 26. As part of the Acquisition, two agreements, each dated July 9, 2019, were
9 executed: (a) an employment agreement between eCAM and the Coffey Parties memorializing
10 Coffey’s position as CEO (the “Employment Agreement”); and (b) stockholders agreement
11 between eCAM, Garda, and the Coffey Trust (the “Stockholders Agreement”) governing, among
12 other things, the Coffey Trust’s rights as a minority stockholder of eCAM. Both the
13 Employment Agreement and the Stockholders Agreement contain a prevailing party attorney
14 fees clause. A true and correct copy of the Employment Agreement is attached hereto as Exhibit
15 A.

16 27. To safeguard the value of Coffey’s Equity, Coffey negotiated several strong
17 protections, including Garda’s agreement that all growth in Garda’s post-Acquisition remote
18 video surveillance business would occur exclusively in eCAM and not in any other Garda
19 affiliated entity (entities in which the Coffey Parties held no ownership interest). This protection
20 ensured that all revenue derived from the remote video surveillance business would be included
21 in eCAM’s gross revenue, which is the basis for determining the put/call purchase price for
22 Coffey’s Equity.

23 28. The Stockholders Agreement memorialized these protections:

- 24 a. Garda and its affiliates (other than eCAM) are prohibited (the agreement
25 says “shall not”) from acquiring any entity engaged in the mobile
26 surveillance business in North America that is similar to eCAM’s (the
27 “Prohibited Transaction”);

- b. Any new business opportunity (i.e., an investment, business relationship, joint venture, agreement or other arrangement) in the United States with an entity engaged in the same business as eCAM or that is or may be competitive with eCAM (an “eCAM Opportunity”) must first be presented in writing to eCAM’s Board of Directors for their consideration before Garda or its affiliates can undertake such opportunity. eCAM’s Board of Directors is comprised of Coffey as well as four (4) directors appointed by Garda, who are also directors of Garda’s Board. To prevent the Garda-appointed directors from acting to the detriment of the Coffey Trust and eCAM, the Stockholders Agreement explicitly requires that Garda present any eCAM Opportunity to Coffey; and
- c. The Stockholders Agreement grants call rights to Garda and put rights to the Coffey Trust, which require Garda to purchase Coffey’s Equity and the Coffey Trust to sell its equity upon exercise of these put/call rights. The purchase price for Coffey’s Equity is calculated using eCAM’s **gross revenue**, minus certain minor deductions (the “Put/Call Price”). Garda and the Coffey Trust included this simple “gross revenue” basis for calculating the Put/Call Price to eliminate any possibility of the use of accounting tricks to reduce the purchase price for Coffey’s Equity.

29. Together, the explicit protections in the Stockholders Agreement sought to ensure that: (a) all of eCAM’s revenue growth (gross revenue) increased the value of Coffey’s Equity; and (b) the Coffey Trust benefited from all revenue growth in eCAM’s line of business, since it had to occur in eCAM, as opposed to in another Garda affiliated entity.

Garda’s Breaches of the Employment Agreement

30. Prior to executing the Employment Agreement, Garda and its Vice President of Corporate Development, Filiatrault, continuously communicated to Coffey that Coffey’s powers, authorities, duties, and responsibilities would be as CEO. The Employment Agreement memorialized these promises and explicitly provided that Coffey: (a) was employed as eCAM’s

1 CEO; (b) had the duties and responsibilities of a CEO; and (c) would report only to eCAM's
2 Board of Directors. Based on these verbal and written representations and agreements, the
3 Coffey Parties executed the Employment Agreement.

4 31. Since executing the Employment Agreement, eCAM has slowly stripped away the
5 rights and duties granted to Coffey in the Employment Agreement without Coffey's consent.

6 32. Weeks after the Employment Agreement was executed, Stephan Creitier
7 ("Creitier"), the CEO of Garda, and Robertson, the Chief Operating Officer ("COO") of Garda
8 and an eCAM Board Member, in breach of the Employment Agreement, informed Coffey that he
9 was required to report to Robertson, instead of to the eCAM Board, as provided in the
10 Employment Agreement. Moreover, Robertson also announced to eCAM's employees that only
11 Robertson (and not Coffey) would have authority to enter into contracts on behalf of eCAM in
12 excess of \$5,000, thereby completely undermining Coffey's authority as CEO. Coffey did not
13 agree or consent to these changes in the terms of his Employment Agreement. These breaches of
14 the Employment Agreement continue to the present.

15 33. In or around November 2019, Creitier and Robertson met with Coffey at eCAM's
16 Long Beach headquarters to further discuss his duties under the Employment Agreement.
17 During the meeting, Creitier and Robertson, in breach of the Employment Agreement, stripped
18 Coffey of more of his rights and duties as eCAM's CEO by instructing him that he was
19 prohibited him from participating in the operations or other duties explicitly listed in the
20 Employment Agreement, and that his duties were limited to nurturing eCAM's top clients.
21 Coffey did not agree or consent to these changes in the terms of his Employment Agreement.
22 These breaches of the Employment Agreement continue to the present.

23 34. In or around January 2025, eCAM and Garda, in eCAM's ongoing breach of the
24 Employment Agreement, informed Coffey that he would no longer be CEO of eCAM and would
25 thereafter become Vice-Chairman of eCAM. Coffey did not agree or consent to these changes in
26 the terms of his Employment Agreement. These breaches of the Employment Agreement
27 continue to the present.
28

Garda Admitted that Closing the Stealth Acquisition Without a Waiver from the Coffey Trust Would Breach the Stockholders Agreement Because Stealth's Video Surveillance Business Is Similar to eCAM's Video Surveillance Business

35. In or around 2024, unbeknownst to the Coffey Trust, Garda engaged in discussions with Stealth related to a potential acquisition.

36. The acquisition of Stealth (the "Stealth Acquisition") would be both a Prohibited Transaction and an eCAM Opportunity under the Stockholders Agreement because Stealth was a major competitor of eCAM in the remote video surveillance industry, with a large presence in North America, including Canada, Texas, California, and Washington. The Stockholders Agreement explicitly prohibits Garda and its affiliates (other than eCAM) from acquiring a competitor of eCAM such as Stealth.

37. Garda knew that the Stealth Acquisition could not be completed without the Coffey Trust's consent. There is nothing vague or ambiguous about the prohibition in the Stockholders Agreement related to the Stealth Acquisition. **Moreover, Garda admitted that the Stealth Acquisition was a Prohibited Transaction in several documents prepared for Garda's Board of Directors in connection with its approval of the Stealth Acquisition and in its October 21, 2024, press release where it stated the following:**

- a. Stealth is "a North American leader in cutting-edge commercial mobile and fixed video monitoring;"
- b. Garda sees Stealth "as a highly complementary business to our existing global champion businesses and as an opportunity to establish an unrivalled North American leadership in mobile and fixed video monitoring;" and
- c. **"Building on the foundation of the Company's successful ECAMSECURE platform, the acquisition of Stealth Monitoring will establish a global leader in AI-powered remote video monitoring solutions."** (Emphasis added).

A true and correct copy of Garda's October 21, 2024, press release is attached hereto as **Exhibit B.**

38. In these materials, Garda expressly and unequivocally admitted that it viewed Stealth as a natural fit with eCAM's business and believed the combined business of eCAM and Stealth would create a dominant player in the remote video surveillance industry – exactly the kind of transaction required to be made by eCAM, if at all.

39. On or around August 26, 2024, Garda clearly and overtly acknowledged that it recognized that the Stealth Acquisition was a Prohibited Transaction that could not be completed, except by eCAM, without a waiver by the Coffey Trust (The Stockholders Agreement says Garda "shall not" complete such an acquisition outside of eCAM). Accordingly, Garda presented the Coffey Trust with a document by which the Coffey Trust would waive his rights under the Stockholders Agreement to permit the Stealth Acquisition, as well as a variety of other rights, including important rights under his Employment Agreement (the "Stealth Waiver"). In exchange for this waiver, Garda offered to include \$50 million of Stealth gross revenue in eCAM for purposes of calculating the Put/Call Price (approximately one-third of the revenue that would be included if eCAM acquired Stealth).

Garda Pressured Coffey to Sign the Stealth Waiver

40. Garda employed a devious tactic in an attempt to get the Coffey Trust to waive its valuable rights: Garda told Coffey (falsely) that the closing of the Stealth Acquisition was imminent, and pressured him to execute the Stealth Waiver immediately, without any prior review or advice of counsel. The Coffey Trust refused to sign the Stealth Waiver without advice of counsel.

41. The Stealth Waiver included broad waivers of the Coffey Trust's rights under both the Stockholders Agreement and the Employment Agreement.

42. The Coffey Trust had no obligation to waive his rights under the Stockholders Agreement to permit Garda to acquire Stealth in any entity other than eCAM. Instead, Coffey had the absolute right to prevent the Stealth Acquisition by any Garda related entity other than eCAM. The Stockholders Agreement prohibits ("shall not") Garda from acquiring a business

1 competitive with eCAM like Stealth. The acquisition of Stealth by Garda affiliates other than
2 eCAM is exactly the harm that the protections in the Stockholders Agreement sought to prevent:
3 that gross revenue from a competitive business (Stealth) would be earned by Garda affiliates
4 other than eCAM and therefore not be included in the calculation of the purchase price for
5 Coffey's Equity when the Put/Call rights were exercised.

6 43. The Coffey Trust agreed with Garda that the Stealth Acquisition would be
7 beneficial to eCAM and therefore Garda's business. Coffey did not oppose the acquisition; he
8 merely insisted that his minority stockholder protections be honored. Accordingly, after
9 reviewing the Stealth Waiver, the Coffey Trust offered to waive his rights under the
10 Stockholders Agreement if **ALL** Stealth gross revenues would be included in eCAM gross
11 revenues for purposes of calculating the Put/Call Price. This would effectuate the parties' intent
12 as reflected in the Stockholders Agreement that the growth in the remote video surveillance
13 business be in eCAM, while also offering Garda the flexibility to choose which Garda affiliated
14 entity would complete the Stealth Acquisition. Garda declined the Coffey Trust's offer, offering
15 to include only a fraction of the gross revenue that eCAM would have obtained had it been the
16 acquiror.

17 **Garda's Acquisition of Stealth Breached the Stockholders Agreement**

18 44. On or around October 31, 2024 (three months after Garda attempted to pressure
19 Coffey into signing the Stealth Waiver), Garda knowingly and intentionally breached the
20 Stockholders Agreement by (i) acquiring Stealth and (ii) failing to present the opportunity to
21 acquire Stealth to eCAM's Board of Directors in writing.

22 45. eCAM's Board of Directors is comprised of five (5) directors: Coffey and four (4)
23 directors appointed by Garda. At all relevant times, prior to and after the Stealth Acquisition,
24 eCAM's Board of Directors consisted of Coffey, Prince, Robertson, Séguin, and Filiatrault (the
25 latter four are collectively referred to herein as the "Garda Majority Stockholder Directors").

26 46. Garda's internal and public statements indisputably reflect that the Stealth
27 Acquisition was a Prohibited Transaction. Moreover, since the acquisition, Garda has integrated
28 the Stealth and eCAM businesses into a single business unit comprised of various Garda

1 affiliates, including eCAM. In fact, Garda even went so far as to brand the combined entity
2 under the eCAM name.

3 **The Employment Agreement Contains Unlawful Restrictive Covenants**

4 47. Making matters worse, Garda and eCAM required the Coffey Parties agree to
5 unlawful restrictive covenants contained in the Employment Agreement (non-competition and
6 non-solicitation provisions). These restrictive covenants purport to prohibit Coffey from
7 competing with—or soliciting clients from—eCAM (which now includes Stealth for purposes of
8 these sweeping restrictive covenants) for a period of years measured by the date of termination
9 of his employment.

10 48. Garda has exploited the synergies of combining Stealth with eCAM and
11 capitalized on the value of the eCAM brand, all while denying the Coffey Trust of the benefits it
12 negotiated and obtained in the Stockholders Agreement (i.e., that such growth – and associated
13 gross revenues – occur in eCAM and not in Garda affiliates in which the Coffey Parties do not
14 own an equity interest).

15 49. Garda blatantly and purposefully breached the Stockholders Agreement by
16 acquiring Stealth outside of eCAM with the obvious goal of wrongfully depriving the Coffey
17 Trust of his minority participation in Stealth’s gross revenues.

18 50. It is irrefutable that Garda requested the Coffey Trust’s waiver because it knew
19 Garda could not lawfully complete the Stealth Acquisition outside of eCAM without it. Garda
20 did so anyway.

21 51. Garda offered to include a small portion of the Stealth gross revenues in eCAM
22 for purposes of calculating the Put/Call Price because it knew that if it complied with the terms
23 of the Stockholder’s Agreement, all of Stealth’s gross revenue would be included in eCAM.
24 When Coffey refused to provide the required waiver, they closed the acquisition anyway, leaving
25 the Coffey Parties no choice but to seek redress through this action.

26 ///

27 ///

28 ///

1 **FIRST CAUSE OF ACTION**

2 **BREACH OF WRITTEN CONTRACT**

3 **(BY THE COFFEY TRUST AGAINST GARDA AND DOES 1-20)**

4 52. Plaintiffs hereby incorporate by reference the allegations contained in the
5 preceding and subsequent paragraphs in this Complaint, as though fully set forth at length.

6 53. On or around July 9, 2019, Garda, eCAM, and the Coffey Trust entered into the
7 Stockholders Agreement.

8 54. Under the Stockholders Agreement: (a) Garda and its affiliates (other than
9 eCAM) were prohibited from entering a Prohibited Transaction; and (b) Garda was required to
10 present in writing an eCAM Opportunity to eCAM's Board of Directors before Garda or its
11 affiliates could undertake such an opportunity.

12 55. The Coffey Trust performed all conditions, covenants, and promises required of it
13 to be performed in accordance with the terms and conditions of the Stockholders Agreement
14 except as may have been excused, waived, or made impossible by the acts and omissions of
15 Garda as alleged herein.

16 56. On or around October 31, 2024, Garda breached the Stockholders Agreement
17 when it acquired Stealth without: (a) obtaining a waiver from the Coffey Trust; and (b)
18 presenting the opportunity to acquire Stealth to eCAM's Board of Directors, including Coffey.

19 57. As a result of Garda's breach of the Stockholders Agreement, the Coffey Trust
20 has suffered economic damages in an amount to be determined at trial, but which exceeds the
21 jurisdictional minimum.

22 **SECOND CAUSE OF ACTION**

23 **ANTICIPATORY BREACH OF CONTRACT**

24 **(BY THE COFFEY TRUST AGAINST GARDA AND DOES 1-20)**

25 58. Plaintiffs hereby incorporate by reference the allegations contained in the
26 preceding and subsequent paragraphs in this Complaint, as though fully set forth at length.

27 59. On or around July 9, 2019, Garda, eCAM, and the Coffey Trust entered into the
28 Stockholders Agreement.

1 60. Under the Stockholders Agreement, Garda and its affiliates (other than eCAM)
2 were prohibited from entering a Prohibited Transaction. Additionally, the Stockholders
3 Agreement provides call rights for Garda and put rights for the Coffey Trust, which can require
4 Garda to purchase Coffey's Equity and the Coffey Trust to sell Coffey's Equity at the Put/Call
5 Price (i.e., calculated using eCAM's gross revenue, minus some minor deductions).

6 61. On or around October 31, 2024, Garda breached the Stockholders Agreement
7 when Garda, as opposed to eCAM, acquired Stealth without obtaining a waiver from Coffey.
8 Through this act, Garda also repudiated the Stockholders Agreement as Garda demonstrated it
9 will not include all of eCAM's gross revenue, inclusive of Stealth's gross revenue, in the
10 calculation of the Put/Call Price when the put/call rights are exercised. Since then, Garda has
11 made clear by its statements and conduct that it will not include all of Stealth's revenue in the
12 calculation of the Put/Call Price for Coffey's Equity, contrary to Garda's obligations under the
13 Stockholders Agreement.

14 62. The Coffey Trust has performed all conditions, covenants, and promises required
15 of it to be performed in accordance with the terms and conditions of the Stockholders Agreement
16 except as may have been excused, waived, or made impossible by the acts and omissions of
17 Garda as alleged herein.

18 63. As a result of Garda's failure and refusal to perform its obligations under the
19 Stockholders Agreement, the Coffey Trust will suffer economic damages in an amount to be
20 determined at trial, but which exceeds the jurisdictional minimum.

21 **THIRD CAUSE OF ACTION**

22 **DECLARATORY RELIEF**

23 **(BY THE COFFEY TRUST AGAINST GARDA AND DOES 1-20)**

24 64. Plaintiffs hereby incorporate by reference the allegations contained in the
25 preceding and subsequent paragraphs in this Complaint, as though fully set forth at length.

26 65. An actual controversy has arisen and now exists between the Coffey Trust and
27 Garda concerning the Stockholders Agreement and the Stealth Acquisition. The Coffey Trust
28 contends that: (a) under the Stockholders Agreement, Garda was prohibited from acquiring

1 Stealth unless it obtained a waiver from Coffey; (b) Garda improperly failed to obtain a waiver
2 from Coffey in regard to the Stealth Acquisition; and (c) Stealth's entire gross revenue must be
3 included in the calculation of the Put/Call Price as it would have been if eCAM acquired Stealth.
4 Garda contends that none of Stealth's gross revenue is required to be included in the calculation
5 of the Put/Call Price.

6 66. The Coffey Trust desires a judicial determination of its rights under the
7 Stockholders Agreement and a declaration that Stealth's entire gross revenue must be included in
8 the calculation of the Put/Call Price when the put/call rights are exercised.

9 67. Such a declaration is necessary and appropriate at this time in order for the Coffey
10 Trust to ascertain its rights under the Stockholders Agreement.

11 **FOURTH CAUSE OF ACTION**

12 **BREACH OF FIDUCIARY DUTY**

13 **(BY THE COFFEY TRUST AGAINST PRINCE, SÉGUIN, ROBERTSON,**
14 **FILIATRAULT, AND DOES 1-20)**

15 68. Plaintiffs hereby incorporate by reference the allegations contained in the
16 preceding and subsequent paragraphs in this Complaint, as though fully set forth at length.

17 69. The Coffey Trust owns ten percent (10%) of eCAM's common stock.

18 70. eCAM's Board of Directors consists of Coffey and the Garda Majority
19 Stockholder Directors (Prince, Séguin, Robertson, and Filiatrault). As directors of eCAM, the
20 Garda Majority Stockholder Directors each owe fiduciary duties to its stockholders, including
21 the Coffey Trust as a minority shareholder.

22 71. The Garda Majority Stockholder Directors breached their fiduciary duties to the
23 Coffey Trust when they, among other conduct, acted exclusively for the benefit of the majority
24 shareholder, Garda, rather than all shareholders. Specifically, the Garda Majority Stockholder
25 Directors, who are also directors on Garda's Board, failed to obtain Coffey's consent to the
26 Stealth Acquisition and failed to present the Stealth acquisition in writing to eCAM's Board of
27 Directors, including Coffey. The Garda Majority Stockholder Directors also wrongfully
28 permitted Garda to brazenly violate Coffey's rights and usurp eCAM's sole right to acquire

Stealth. They did this deliberately with the intent to harm Coffey, knowing that the calculation of the Put/Call Price that Garda would have to pay for Coffey's Equity would be significantly reduced by not including Stealth's gross revenue.

72. In acting as described above, the Garda Majority Stockholder Directors failed to exercise their fiduciary duty of care and loyalty as they failed to act: (1) as an ordinarily prudent person in a like position; and (2) in the best interests of all shareholders. Instead, in violation of their duties as eCAM Directors, they chose to benefit their primary employer, Garda, to the substantial detriment of eCAM's minority shareholder, Coffey.

73. As a direct and proximate cause of the Garda Majority Stockholder Directors' acts herein-above described, the Coffey Trust has been damaged in an amount to be determined at trial, but which exceeds the jurisdictional minimum.

74. The Garda Majority Stockholder Directors committed the actions alleged herein with malice, oppression, or fraud, entitling the Coffey Trust to exemplary and punitive damages.

FIFTH CAUSE OF ACTION

BREACH OF FIDUCIARY DUTY

(BY THE COFFEY TRUST AGAINST GARDA AND DOES 1-20)

75. Plaintiffs hereby incorporate by reference the allegations contained in the preceding and subsequent paragraphs in this Complaint, as though fully set forth at length.

76. Majority shareholders owe fiduciary duties toward minority shareholders and the corporation to use their ability to control the corporation in a fair, just, and equitable manner.

77. The Coffey Trust is the minority shareholder of eCAM as it owns ten percent (10%) of eCAM's common stock. Garda is the majority shareholder of eCAM as it owns the remaining ninety percent (90%) of eCAM's common stock. Accordingly, as the majority shareholder of eCAM, Garda owes fiduciary duties to the Coffey Trust.

78. Garda breached its fiduciary duties to the Coffey Trust when it, among other conduct: (a) failed to present the Stealth Acquisition to eCAM's Board and thereby concealed Garda's acquisition of Stealth; and (b) usurped eCAM's opportunity and sole right to acquire

Stealth in order to prevent the calculation of the Put/Call Price for Coffey's Equity from including Stealth's entire gross revenue.

79. In acting as described above, Garda failed to exercise the fiduciary duty of good faith and inherent fairness required of majority shareholders in that Garda acted solely for the benefit of itself rather than the interests of all eCAM shareholders, including the Coffey Trust.

80. As a direct and proximate result of Garda's acts herein-above described, the Coffey Trust has been damaged in an amount to be determined at trial, but which exceeds the jurisdictional minimum.

81. Garda committed the actions alleged herein with malice, oppression, or fraud, entitling the Coffey Trust to exemplary and punitive damages.

SIXTH CAUSE OF ACTION

AIDING AND ABETTING A BREACH OF FIDUCIARY DUTY

(BY THE COFFEY TRUST AGAINST GARDA, PRINCE, SÉGUIN, ROBERTSON, FILIATRAULT, AND DOES 1-20)

82. Plaintiffs hereby incorporate by reference the allegations contained in the preceding and subsequent paragraphs in this Complaint, as though fully set forth at length.

83. Board members and majority shareholders owe fiduciary duties toward minority shareholders and the corporation to use their ability to control the corporation in a fair, just, and equitable manner.

84. The Coffey Trust is the minority shareholder of eCAM as it owns ten percent (10%) of eCAM's common stock. Garda is the majority shareholder of eCAM as it owns the remaining ninety percent (90%) of eCAM's common stock. Accordingly, as the majority shareholder of eCAM, Garda owes fiduciary duties to the Coffey Trust. In addition, the Garda Majority Stockholder Directors each owe fiduciary duties to the Coffey Trust.

85. Garda and the Garda Majority Stockholder Directors breached their fiduciary duties to the Coffey Trust when they, among other conduct: (a) failed to present the Stealth Acquisition to eCAM's Board and thereby concealed Garda's acquisition of Stealth; and (b)

1 usurped eCAM's opportunity and sole right to acquire Stealth in order to prevent the calculation
2 of the Put/Call Price for Coffey's Equity from including Stealth's entire gross revenue.

3 86. In acting as described above, Garda and the Garda Majority Stockholder Directors
4 failed to exercise the fiduciary duty of good faith and inherent fairness required of majority
5 shareholders and directors, in that they acted solely for their own benefit rather than the interests
6 of all shareholders, including the Coffey Trust.

7 87. As directors of both Garda's Board and eCAM's Board, Prince, Séguin,
8 Robertson, and Filiatrault knew that: (a) each other and Garda owed fiduciary duties to the
9 Coffey Trust; and (b) Garda's acquisition of Stealth and failure to present the Stealth Acquisition
10 to eCAM's entire Board would constitute a breach of those duties. Additionally, Garda knew
11 that: (a) the Garda Majority Stockholder Directors each owed fiduciary duties to the Coffey
12 Trust; and (b) the Garda Majority Stockholder Directors' approval of the Stealth Acquisition
13 would constitute a breach of those duties.

14 88. Prince, Séguin, Robertson, and Filiatrault, as Garda's directors, substantially
15 assisted each other and Garda in their breaches of fiduciary duties to the Coffey Trust when they:
16 (a) failed to cause Garda to present the Stealth Acquisition in writing to eCAM's Board of
17 Directors, including Coffey; and (b) approved Garda's acquisition of Stealth. Garda
18 substantially assisted Prince, Séguin, Robertson, and Filiatrault in their breaches of fiduciary
19 duties to the Coffey Trust when it permitted Prince, Séguin, Robertson, and Filiatrault to approve
20 the Stealth Acquisition.

21 89. As a direct and proximate cause of Garda, Prince, Séguin, Robertson, and
22 Filiatrault's actions, the Coffey Trust has been damaged in an amount to be determined at trial,
23 but which exceeds the jurisdictional minimum.

24 90. Garda, Prince, Séguin, Robertson, and Filiatrault committed the actions alleged
25 herein with malice, oppression, or fraud, entitling the Coffey Trust to exemplary and punitive
26 damages.

27 ///

28 ///

SEVENTH CAUSE OF ACTION

BREACH OF WRITTEN CONTRACT

(BY THE COFFEY PARTIES AGAINST ECAM AND DOES 1-20)

91. Plaintiffs hereby incorporate by reference the allegations contained in the preceding and subsequent paragraphs in this Complaint, as though fully set forth at length.

92. On or around July 9, 2019, eCAM and the Coffey Parties entered into the Employment Agreement.

93. Under Article 2.1, 2.2, and Schedule A of the Employment Agreement, the Coffey Parties shall act as eCAM's CEO and have all duties and responsibilities of a CEO, including, but not limited to: (a) managing client relationships; (b) managing, supervising, directing, and developing eCAM's business; (c) identifying business opportunities; and (d) assisting with the development of budgets.

94. The Coffey Parties performed all conditions, covenants, and promises required of it to be performed in accordance with the terms and conditions of the Employment Agreement except as may have been excused, waived, or made impossible by the acts and omissions of eCAM as alleged herein.

95. eCAM breached, and continues to breach, Article 2.1 and Schedule A of the Employment Agreement when it, among other conduct, informed Coffey he was to report to Robertson, stripped Coffey of authority to enter into contracts on behalf of eCAM in excess of \$5,000, prohibited Coffey from participating in eCAM's operations or other duties explicitly listed in the Employment Agreement, limited Coffey's duties to nurturing eCAM's top clients, and changed Coffey's position from CEO to Vice-Chairman of eCAM. Coffey did not agree or consent to these changes in the terms of his Employment Agreement.

96. As a result of eCAM's breach of the Employment Agreement, the Coffey Parties have suffered economic damages in an amount to be determined at trial, but which exceeds the jurisdictional minimum.

///

///

EIGHTH CAUSE OF ACTION

BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

(BY THE COFFEY PARTIES AGAINST eCAM AND DOES 1-20)

97. Plaintiffs hereby incorporate by reference the allegations contained in the preceding and subsequent paragraphs in this Complaint, as though fully set forth at length.

98. On or around July 9, 2019, eCAM and the Coffey Parties entered into the Employment Agreement.

99. Under Article 2.1, 2.2, and Schedule A of the Employment Agreement, the Coffey Parties shall act as eCAM's CEO and have all duties and responsibilities of a CEO, including, but not limited to: (a) managing client relationships; (b) managing, supervising, directing, and developing eCAM's business; (c) identifying business opportunities; and (d) assisting with the development of budgets.

100. The Coffey Parties performed all conditions, covenants, and promises required of it to be performed in accordance with the terms and conditions of the Employment Agreement except as may have been excused, waived, or made impossible by the acts and omissions of eCAM as alleged herein.

101. eCAM prevented the Coffey Parties from receiving the benefits of the Employment Agreement when when it, among other conduct, informed Coffey he was to report to Robertson, stripped Coffey of authority to enter into contracts on behalf of eCAM in excess of \$5,000, prohibited Coffey from participating in eCAM's operations or other duties explicitly listed in the Employment Agreement, limited Coffey's duties to nurturing eCAM's top clients, and changed Coffey's position from CEO to Vice-Chairman of eCAM. Coffey did not agree or consent to these changes in the terms of his Employment Agreement.

102. In acting as described above, eCAM did not act fairly and in good faith as it entered into the Employment Agreement without any intent to adhere to its terms. This is demonstrated by denial of Coffey of his rights and duties as CEO within months of executing the Employment Agreement.

1 103. As a result of eCAM's failure to act fairly and in good faith, the Coffey Parties
2 have suffered damages in an amount to be determined at trial, but which exceeds the
3 jurisdictional minimum.

4 **NINTH CAUSE OF ACTION**

5 **INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS**
6 **(BY THE COFFEY PARTIES AGAINST GARDA AND DOES 1-20)**

7 104. Plaintiffs hereby incorporate by reference the allegations contained in the
8 preceding and subsequent paragraphs in this Complaint, as though fully set forth at length.

9 105. The Coffey Parties have a valid and existing contract with eCAM (i.e., the
10 Employment Agreement). Pursuant to the Employment Agreement, Coffey was appointed CEO
11 and granted all duties and responsibilities of a CEO, including, but not limited to: (a) managing
12 client relationships; (b) managing, supervising, directing, and developing eCAM's business; (c)
13 identifying business opportunities; and (d) assisting with the development of budgets.
14 Additionally, the Employment Agreement only requires that the Coffey Parties report to eCAM's
15 Board of Directors.

16 106. Despite not being a party to the Employment Agreement, Garda disrupted the
17 contract when Creitier, the CEO of Garda, and Robertson, the COO of Garda and an eCAM
18 Board Member: (1) required, and continue to require, that the Coffey Parties report to Robertson,
19 instead of to eCAM's Board of Directors; (2) stripped Coffey of his authority to enter into
20 contracts on behalf of eCAM in excess of \$5,000; (3) prohibited, and continue to prohibit, the
21 Coffey Parties from participating in eCAM's operations or other duties in the Employment
22 Agreement; (4) restricted, and continue to restrict, the Coffey Parties' responsibilities to only
23 nurturing eCAM's top clients; and (5) changed Coffey's position from CEO to Vice-Chairman of
24 eCAM without Coffey's consent.

25 107. As the majority shareholder of eCAM, Garda knew of the Employment
26 Agreement and its terms. Garda knew that its actions would deprive the Coffey Parties of the
27 benefits of the Employment Agreement, including, but not limited to, the rights and duties
28 inherent with the position as eCAM's CEO.

108. As a direct and proximate cause of Garda's actions herein-above described: (a) eCAM breached, and continues to breach, the Employment Agreement; and (b) the Coffey Parties were stripped of all rights and duties negotiated in the Employment Agreement, except for nurturing eCAM's top clients.

PRAYER FOR RELIEF

COHEN JOHNSON BARTLETT LLP
THEODORE J. COHEN
S.V. STUART JOHNSON
TAYLOR STEPHEN

EXHIBIT A

EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT made at Long Beach, California, as of July 9, 2019 (the “Effective Date”).

BY AND BETWEEN: **eCAMSECURE**, with a place of business at 3400 E. Airport Way, Long Beach, California 90806 USA;

(the “**Corporation**”);

AND: **CHRISTOPHER COFFEY**, with a notice address at 3400 E Airport Way, Long Beach, CA 90806

(the “**Executive**”).

WHEREAS, as a condition to the execution and delivery by an affiliate of the Corporation of, and in connection with the closing (the “**Closing**”) of the transactions contemplated by, that certain Stock Purchase Agreement, dated as of July 8, 2019 (the “**Purchase Agreement**”), by and among the Executive in his individual capacity and as trustee of the Christopher Coffey Trust dated November 12, 1997, and Garda Security Inc., an Affiliate of the Corporation, the Corporation desires to employ the Executive, and the Executive desires to be employed by the Corporation, in each case, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and the terms and conditions set forth in this Agreement, the parties agree as follows:

ARTICLE 1 **INTERPRETATION**

1.1 Definitions. Where used herein or in any amendments or supplements hereto or in any communication required or permitted to be given hereunder, the following words and phrases shall have the following meanings, respectively, unless the context otherwise requires:

- (a) “**Affiliate**” means with respect to any Person, any Person directly or indirectly through one or more intermediaries controlling, controlled by or under common control with such Person;
- (b) “**Agreement**” means this employment agreement, as amended or supplemented from time to time;

- (c) **“Business”** means the business of providing integrated security services including, without limitation, the design of security systems, the provision of armed and unarmed security officers, the provision of virtual guards, the provision of security cameras and other security related devices, the video monitoring of such security cameras and other security devices, security related time lapse software and services, security related structured cabling designs, installations and services, security related riser management and related IT infrastructure services, as well as other security related services in respect of which the Executive is assigned duties and responsibilities to perform during the term of Executive’s employment by the Corporation, in each case as such business is conducted in the Territory;
- (d) **“Cause”** means the following without limitation:
 - (i) the Executive’s repeated refusal or neglect, without a valid reason, to fulfill a material employment obligation in accordance with this Agreement;
 - (ii) the Executive directly and knowingly performs actions that do materially violate any of the Garda Group’s material policies or any and all other acts which cause a serious prejudice to the interests of the Garda Group;
 - (iii) the Executive’s conviction for, or pleading guilty or nolo contendere (or no contest) to, a felony;
 - (iv) an act or omission of the Executive that constitutes fraud, any theft, conversion, embezzlement or misappropriation of funds or other assets of the Corporation or Garda Group.

Notwithstanding the foregoing, Cause shall not exist with regard to subsections (d)(i) or (ii) above unless the Corporation provides the Executive with written notice of the act, omission, occurrence, or event constituting Cause that (1) identifies which portion of the Cause definition the Corporation is relying, (2) identifies the action constituting such Cause, and (3) describes the steps by which the Executive may cure such action constituting Cause, and the Executive fails to cure the action constituting Cause within 30 business days.

- (e) **“Confidential Information”** means all information of a confidential nature including, without limiting the generality of the foregoing, all information whether technical or non-technical relating to the present and contemplated security systems, the businesses and operations of the Garda Group or to any of their clients, suppliers, customers, agents or consultants, including, without limitation, software programs and source codes, related documentation, know-how, innovations, computer programs, un-patented inventions, and trade secrets, customer and prospective customer lists, research and

development plans and data, business plans, marketing plans, buying practices, management's personnel records, internal business methods, techniques, financial information, analyses, business practices, and information about the business affairs of third parties (including, but not limited to, customers, licensors and suppliers) that such third parties provide to the Corporation, in any case, in whatever form (whether oral, written, machine readable or otherwise); provided, however, that Confidential Information shall not include (i) information that is in the public domain, without any fault or responsibility on the Executive's part or (ii) information that is made available to Executive on a non-confidential basis by a third party (i.e., a Person who is not employed by any member of the Garda Group or who is not an advisor, contractor or other service provider of any member of the Garda Group) outside the conduct of Executive's employment with the Corporation, provided that such third party is not known to the Executive to be bound by a confidentiality agreement with any member of the Garda Group;

- (f) **"CPS Entities"** means, collectively, Commercial Protective Services, Inc., a California corporation, and CLC Security, Inc., a California corporation.
- (g) **"Garda Group"** means Garda World Security Corporation and its Affiliates (including, without limitation, the Corporation);
- (h) **"Good Reason"** means the occurrence of any of the following events without Executive's consent:
 - (i) a material diminution by the Corporation, or its Affiliates, of the Executive's duties, responsibilities or position;
 - (ii) any material breach of this Agreement by the Corporation; or
 - (iii) any other reason determined by the Board of Directors of the Corporation in its sole discretion.

Notwithstanding the foregoing, Good Reason shall not exist unless the Executive provides written notice to the Corporation of an occurrence or the event constituting Good Reason and the Corporation shall not have cured such event constituting Good Reason within 30 business days following receipt of such written notice;

- (i) **"Person"** means natural person, partnership, limited liability partnership, corporation, unlimited liability company, joint stock company, trust, unincorporated association, joint venture or any other entity, and pronouns have a similarly extended meaning;
- (j) **"Security Services"** means security services performed by a guard or guards who are physically located on the client's premises.

(k) “**Territory**” means the United States of America.

1.2 **Preamble.** The preamble hereof shall form an integral part of this Agreement.

ARTICLE 2

EMPLOYMENT DESCRIPTION

2.1 The Corporation hereby employs the Executive as Chief Executive Officer of the Corporation.

2.2 The Executive shall report to the Board of Directors of the Corporation and shall perform the duties and services the Executive is assigned to perform, as described in Schedule A annexed hereto, and any other duties inherent to the Executive’s title and normally pertaining to such title, those compatible with the Executive’s position and any other duties and responsibilities as may be designated from time to time by the Board of Directors of the Corporation (which are consistent with Executive’s position and title as Chief Executive Officer), in each case in the ordinary course of the Business.

2.3 During his employment, the Executive shall (i) perform his duties in compliance with, and not take any action or engage in any act or practice that, directly or indirectly, would contravene or cause an entity of the Garda Group to contravene or violate, the Anti-Corruption Laws, (ii) not make, promise to make or cause to be made any Payments (x) to or for the use or benefit of any Government Official, (y) to any other person either for an advance or reimbursement, if the Executive knows or has reason to know that any part of such Payment will be directly or indirectly given or paid by such other person, or will reimburse such other person for Payments previously made, to any Government Official, or (z) to any other person or entity, to obtain or keep business or to secure some other improper advantage, the payment of which would violate applicable Anti-Corruption Laws and (iii) promptly report any violation, or knowledge of circumstances that could result in any violation, of clauses (i) and (ii) above to the Corporation promptly after becoming aware of any such violation or circumstances and reasonably cooperate with any compliance audit or inquiry (including review of the Executive’s Business-related books and records). For purposes of this paragraph, “**Anti-Corruption Laws**” means the Corruption of Foreign Public Officials Act (Canada), the United States Foreign Corrupt Practices Act 1977, as amended, the UK Bribery Act of 2010, the U.S. Currency and Foreign Transaction Reporting Act of 1970, as amended, the US Money Laundering Control Act of 1986, as amended, sanctions administered by the Office of Foreign Assets Control of the United States Treasury Department, and where applicable, legislation enacted by member states and signatories implementing the OECD Convention Combating Bribery of Foreign Officials or any similar legislation, statute or law applicable in any jurisdiction in which Executive engages in any activity contemplated by this Agreement; “**Payment**” means anything of value, including cash, gifts, travel expenses, entertainment, offers of employment, provision of free services, and business meals; and “**Government Official**” includes,

without limitation, all officers or employees of a government department, agency or instrumentality; permitting agencies; custom officials; political party officials; candidates for political office; officials of public international organizations (e.g., the Red Cross); employees or affiliates of an enterprise that is owned, sponsored, or controlled by any government, such as a health care facility, bank, utility, oil company, university or research institute; and any other position as defined by applicable Anti-Corruption Laws.

- 2.4 The Executive will be located in Long Beach, California. The Executive acknowledges and agrees that the position of Chief Executive Officer requires travel in the United States and Canada as reasonably determined by the Executive in good faith and in accordance with the Executive's duties to the Corporation.

ARTICLE 3

DURATION

- 3.1 This Agreement is for a term of three (3) years commencing on the Effective Date, unless terminated earlier pursuant to this Agreement. The term of this Agreement shall be automatically renewed for successive one (1) year terms, unless either party notifies the other party in writing at least 30 days prior to the expiration of the then applicable term of such party's desire to terminate this Agreement.

ARTICLE 4

REMUNERATION AND ADVANTAGES

- 4.1 **Year Base Salary.** During the Executive's employment by the Corporation, for all services to be rendered by the Executive under this Agreement, the Corporation shall pay to the Executive an annual base salary of \$300,000, less applicable legal deductions or withholdings, for the first anniversary year from the Effective Date and then subject to annual increase based on merit, in the sole discretion of the Corporation, to be paid in accordance with the Corporation's standard payroll practices and procedures (the "**Year Base Salary**"). Executive's Year Base Salary shall be prorated for any partial payroll period during the term of the Executive's employment by the Corporation.
- 4.2 **Incentive Bonus.** The Executive shall be eligible to earn an incentive bonus. Executive's target yearly incentive bonus shall be equal to \$65,000, conditional on meeting Adjusted EBITDA and specific sales metrics targets for the then current Corporation's financial year as determined by the Corporation (the "**Incentive Bonus**"). The Incentive Bonus amount, if earned, shall be due and payable, provided that the Executive is employed as of the last date of the fiscal year in which the Incentive Bonus amount is earned, even if Executive's employment ends for any reason after the end of such fiscal year but before the Incentive Bonus amount is paid to him.
- 4.3 **Automobile Allowance.** During the term of employment, the Executive shall be

entitled to receive (i) an automobile allowance of \$1,250 per month and (ii) reimbursement of documented gas expenses, which shall encompass all personal and professional expenses incurred in the use of the automobile, the whole subject to the applicable tax withholdings. Executive agrees that this is a reasonable and fair method for reimbursing him for any and all business-related expenses related to the use of his automobile for business.

- 4.4 **Sales Commission.** The Executive shall be paid commissions, less applicable legal deductions or withholdings, for any new sales of the CPS Entities of Security Services which are generated and closed by the Executive with the substantial involvement of the Executive that are recurring in nature and not related to clients engaged in the construction business (the “**Sales Commissions**”). The amount of such Sales Commissions shall be determined in accordance with the Commission Plan attached hereto as Exhibit A. The timing of such commission payments shall be in accordance with the Corporation’s standard payroll practices and procedures and consistent with the sales commission program to be adopted by the Garda Group throughout the United States.
- 4.5 **Business and Travel Expenses.** The Executive shall within a reasonable period of time after incurring any reimbursable business expense incurred by the Executive in connection with the performance of his duties hereunder, submit a written request to the Corporation for reimbursement of such business expenses. All such business expenses properly and reasonably incurred by the Executive during his employment in connection with the performance of his duties shall be reimbursed by the Corporation upon submission and approval of invoices or other supporting documentation in accordance with the Corporation’s policy, which may be amended or replaced from time to time.
- 4.6 **Benefits Plans.** The Executive is eligible to participate in all group insurance plans, which are presently granted or which, at any time during his employment, may be granted to executives of the Corporation, the whole in accordance with the terms and subject to the conditions set forth in the insurance programs or plans that an entity of the Garda Group may institute from time to time.
- 4.7 **Vacation.** The Executive shall be entitled to four (4) weeks of paid vacation per calendar year (as prorated for any partial calendar years), to be taken after consultation with the Board of Directors of the Corporation. During the term of this Agreement, the Executive shall be entitled to accrue no more than four (4) weeks of paid vacation days per calendar year and eight (8) weeks of paid vacation days in the aggregate, in accordance with the Garda Group’s vacation policies applicable throughout the United States in effect from time to time.

ARTICLE 5

OBLIGATIONS OF THE EXECUTIVE

- 5.1 The Executive hereby agrees that for the entire term of this Agreement:

- (a) he shall not demand or accept any remuneration from a client, Person, company or a corporation with a direct or indirect interest in any contract with an entity of the Garda Group for services which he may have rendered in the context of a settlement or a payment in relation to such contract;
- (b) he shall not make any representations relating to the provisions and conditions of a contract which Executive knows are false and shall not, other than as directed by the Corporation's Board of Directors, persuade a client to abandon any contract that it has with an entity of the Garda Group;
- (c) he shall not consent to any rebates or premiums whatsoever, directly or indirectly, without the approval of the Board of Directors of the Corporation;
- (d) he shall assist in conserving the business that he was instrumental in getting from clients or which have been assigned to him for services;
- (e) he shall abide and follow all reasonable corporate procedures and guidelines as well as diligently provide quality service to clients all the while respecting the norms and sound practices of a Chief Executive Officer;
- (f) he shall respect the regulations of the locations where he does business in accordance with the present Agreement;
- (g) he shall not improperly use, in a manner which is prejudicial to the Garda Group, information of a confidential nature which he obtains in the execution or in the scope of his mandate as Chief Executive Officer; and
- (h) he shall hold harmless and indemnify the Corporation or any of its affiliate for any income tax liability of the Executive resulting from this Agreement.

ARTICLE 6

LOYALTY

- 6.1** The Executive shall devote the whole of his working time, attention, skills competence and best efforts to the Business; provided, however, that the foregoing shall not prohibit the Executive from managing personal investments or participating in any civic, charitable, community or other philanthropic activities, in each case, so long as such services or activities do not materially interfere with or materially detract from the performance of the Executive's duties under this Agreement. The Executive shall act with diligence, loyalty and honesty and shall make all reasonably necessary efforts to promote the Garda Group's legitimate interests.

ARTICLE 7
NON-DISPARAGEMENT AND RESTRICTIVE COVENANTS

- 7.1 In an effort to protect the goodwill of the Business and in furtherance of the consummation of the transactions contemplated by the Purchase Agreement, the Executive shall enter into a Confidentiality, Non-Compete and Inventions Assignment Agreement in the form attached hereto as Schedule B (the “**Confidentiality, Non-Compete and Inventions Assignment Agreement**”), which agreement is a material term and condition of Executive’s employment.
- 7.2 Notwithstanding any provision hereof, nothing in this Agreement or the Confidentiality, Non-Compete and Inventions Assignment Agreement shall prevent the disclosure of Confidential Information if such disclosure must be made in response to the formal request of a governmental body, agency or a court of law or is otherwise required under any applicable law; it being understood, however, that to the extent possible and not exposing the Executive to any legal risk, the Executive shall inform the Corporation of such request immediately and prior to disclosure in order to allow the Garda Group or their customers to take the appropriate measures to contest such request for disclosure if they so decide. The Executive shall fully cooperate with the Garda Group or with their customers in their efforts to contest such request for disclosure.
- 7.3 (i) The Executive agrees not to disparage the Garda Group (including any direct or indirect shareholders thereof), any of their products, services or practices, or any of their directors, officers, agents, representatives or direct or indirect stockholders, either orally or in writing, at any time; and (ii) the Corporation agrees not to disparage the Executive, either orally or in writing, at any time; provided, however, that this non-disparagement clause shall not preclude any party from making a good faith and truthful response to any subpoena, giving testimony under oath, or responding to a governmental or self-regulatory inquiry.

ARTICLE 8
ENFORCEMENT

- 8.1 The Executive expressly acknowledges that the restrictions contained in Article 7 of this Agreement, including those set forth in the Confidentiality, Non-Compete and Inventions Assignment Agreement, in view of the nature of the Business in which the Garda Group is engaged, are reasonable and valid in all respects and the Executive has received good and valid consideration therefore (the sufficiency of which is expressly acknowledged) and irrevocably waives (and irrevocably agrees not to raise) as a defense any issue of reasonableness (including the reasonableness of the Territory or the duration and scope of Article 7 as the case may be) in any proceeding to enforce any provision of Article 7, the intention of the parties being to provide for the legitimate and reasonable protection of the interests of Garda Group by providing, without limitation, for the broadest scope, the longest duration and the widest territory allowable by law.

- 8.2 Any violation of the aforementioned Articles, including the Confidentiality, Non-Compete and Inventions Assignment Agreement, would result in irreparable injuries to the Garda Group and damages alone would be an inadequate remedy for any such violation. The Executive acknowledges that in the event of a violation of any of these restrictions, the Corporation or any of its Affiliates shall be entitled to obtain from any court of competent jurisdiction temporary, interlocutory and permanent injunctive relief which rights shall be cumulative and in addition to any other rights or remedies to which the Corporation or any of its Affiliates may be entitled.
- 8.3 It is expressly agreed by the parties hereto that the provisions of Article 7 of this Agreement, including those set forth in the Confidentiality, Non-Compete and Inventions Assignment Agreement, shall survive the termination of the Executive's employment for any reason.

ARTICLE 9

TERMINATION OF EMPLOYMENT

- 9.1 This Agreement may be terminated in any of the following eventualities:
- (a) at any time by the Corporation, for Cause, on written notice from the Corporation to the Executive, in which event the Executive shall be entitled to (i) any Year Base Salary that has been earned but unpaid as of such termination date, (ii) any earned but unpaid Incentive Bonus, (iii) any earned but unpaid Sales Commissions, (iv) payment for any accrued but unused vacation days, (v) any vested benefits earned by the Executive under any employee benefit plan of the Corporation under which the Executive was participating immediately prior to such termination date, which such vested benefits to be provided in accordance with the terms of the applicable employee benefit plan; (vi) any indemnification required to be provided by the Corporation to the Executive pursuant to the Corporation's organizational documents in respect of the Executive having served as Chief Executive Officer of the Corporation during the term of this Agreement and (vii) payment of any other amounts required by applicable law (collectively, the "**Minimum Payments**"). Other than the payment of the Minimum Payments, the Corporation shall have no other obligation to the Executive in respect of the Executive's employment with the Corporation in the event the Corporation terminates this Agreement for Cause;
 - (b) at any time by the Corporation, without Cause, on thirty (30) days' written notice from the Corporation to the Executive, in which event the Executive shall be entitled to the Minimum Payments and, subject to Article 10, the Applicable Severance Payments;
 - (c) at any time by the Executive, for Good Reason, on written notice from the Executive to the Corporation, in which event the Executive shall be entitled to the Minimum Payments and, subject to Article 10, the Applicable Severance Payments;

- (d) at any time by the Executive, without Good Reason, upon thirty (30) days' notice in writing from the Executive to the Corporation, specifying the Executive's intention to resign, in which event the Corporation shall only be obliged to pay to the Executive the Minimum Payments, and the Corporation shall have no further obligations hereunder in the event of such resignation of the Executive. Moreover, upon giving of the notice of resignation, the Executive agrees to fully cooperate with and make all reasonable efforts to assist the Corporation during the thirty (30) day transitional period following the giving of the notice as required herein and the effective date of his resignation;
- (e) automatically upon Executive's death, in which event there shall be no further compensation due to Executive, his estate, heirs or personal representative from the Corporation or any further obligation of the Corporation to the Executive, his estate, heirs or personal representative pursuant to the terms of this Agreement (including, for the avoidance of doubt, severance compensation) other than the Minimum Payments; or
- (f) at any time by the Corporation upon Executive's Disability, in which event there shall be no further compensation due to Executive from the Corporation or any further obligation of the Corporation to the Executive pursuant to the terms of this Agreement (including, for the avoidance of doubt, severance compensation) other than the Minimum Payments. For the purpose of this Agreement, a "**Disability**" shall occur if Executive is incapable of performing Executive's services with or without reasonable accommodation for (i) a continuous period of ninety (90) days and remains so incapable at the end of such ninety (90) day period or (ii) periods amounting in the aggregate to one hundred eighty (180) days within any one (1) period of three hundred sixty-five (365) days and remains so incapable at the end of such aggregate period of one hundred eighty (180) days, provided that the Corporation shall first have engaged in an appropriate interactive process with the Executive to determine whether Executive can perform the essential functions of his position with or without reasonable accommodation.

Notwithstanding the foregoing, the provisions of this Agreement which by their terms are intended to survive the termination of this Agreement will survive any such termination. Any Minimum Payments required to be paid pursuant to this Article 9 shall be paid according to the Corporation's general payroll practices, as applicable.

ARTICLE 10

TERMINATION WITHOUT CAUSE OR FOR GOOD REASON

- 10.1** In the event the employment of the Executive is terminated by the Corporation without Cause or by the Executive for Good Reason, in addition to the Minimum Payments, the Executive shall receive the Applicable Severance Payments. For

purposes of this Agreement, “**Applicable Severance Payments**” means an aggregate amount equal to the Year Base Salary that would have been payable through the end of the then current term pursuant to Article 3 if the Executive had not been terminated prior to the end of such term, payable on regularly scheduled payroll cycles following the Executive’s last day of work until the amount is fully paid. For the avoidance of doubt, the termination of this Agreement as a result of the expiration or non-renewal of the term of this Agreement or the death or Disability of the Executive shall not be deemed a termination without Cause or for Good Reason.

- 10.2** As a condition precedent to any payment pursuant to this Article 10, the Executive agrees to deliver to the Corporation prior to any such payment, a release of the Executive’s claims arising out of the Executive’s employment with the Corporation or termination thereof, in form and substance reasonably acceptable to the Corporation and the Executive (the “**Release**”), provided that nothing in the Release will release or otherwise affect or apply to the Corporation’s obligations to pay or otherwise provide the Minimum Payments or Applicable Severance Payments, in each case, to Executive in accordance with the terms of this Agreement, the Executive’s right to payment of business expenses reimbursable by the Corporation in accordance with the terms of this Agreement (to the extent not reimbursed prior to the date of termination of this Agreement), the Executive’s rights, if any, as a stockholder of the Corporation (including, without limitation, under the Stockholders Agreement of even date hereto), any rights of the Executive under the Purchase Agreement or any other rights held by the Executive in his capacity as a trustee of the Christopher Coffey Trust dated November 12, 1997.
- 10.3** The Executive recognizes and accepts that the Corporation shall not, except as otherwise expressly provided in this Agreement or as required by law, be responsible for any additional amount, indemnity in lieu of notice or termination pay arising from the termination of his employment.

ARTICLE 11

MISCELLANEOUS

- 11.1** **Notices.** Any notice to be given hereunder shall be given in writing. Notice shall be deemed to be given when delivered by hand, or three (3) days after being mailed, postage prepaid, registered with return receipt requested, to the following addresses:

If to the Corporation:

c/o United American Security, LLC
7610 Falls of Neuse Rd, Suite 290
Raleigh, North Carolina 27615 USA

Attention: Stephen Levine
E-mail: Stephen.levine@teamus.com

- and to -

Attention : Vice President, Head of Human Resources

If to the Executive:

Christopher Coffey
3400 E Airport Way
Long Beach, CA 90806

or to such other address as any party hereto may designate by notice to the other, and shall be deemed to have been given upon receipt.

- 11.2 Entire Agreement.** This Agreement constitutes the entire agreement among the parties hereto with respect to the Executive's employment with the Corporation. The parties agree that the effectiveness of this Agreement shall be conditioned upon the occurrence of the Closing and, on the Effective Date, this Agreement shall supersede any prior employment agreement between the Executive and the Corporation, which agreement, if any, shall be deemed terminated as of the Effective Date.
- 11.3 Amendments.** No amendment shall be binding unless expressly provided in an instrument in writing duly executed by the parties. Any amendment or renunciation to any provision of this Agreement shall be authorized by the Corporation's Board of Directors, in writing and signed by the Executive and an officer of the Corporation duly authorized to act on behalf of the Corporation for such purpose.
- 11.4 Severability.** Any Article, Section, Subsection or other subdivision of this Agreement or any other provision of this Agreement which is, or becomes, illegal, invalid or unenforceable shall be severed here from and shall be ineffective to the extent of such illegality, invalidity or unenforceability and shall not affect or impair the remaining provisions hereof, which provisions shall (a) be severed from any illegal, invalid or unenforceable Article, Section, Subsection or other subdivision of this Agreement or any other provision of this Agreement; and (b) otherwise remain in full force and effect.
- 11.5 Waiver.** No waiver, whether by conduct or otherwise, of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provisions (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in an instrument duly executed by the parties to be bound thereby.
- 11.6 Assignment.** This Agreement and the Executive's rights and obligations hereunder may not be assigned by the Executive. The Corporation may assign its rights (i) to any Affiliate (ii) together with its obligations hereunder in connection with any sale, transfer or other disposition of all or substantially all of its business and assets; and

such rights and obligations shall endure to and be binding upon any successor and assigns to all or substantially all of the business and assets of the Corporation, whether by merger, purchase of stocks or assets or otherwise.

- 11.7 Governing Law/Venue/Jurisdiction.** This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of California. The parties therefore consent that any legal action or proceeding in respect of all matters arising out of any of the obligations contemplated by this Agreement shall be brought to the state or federal courts located in Los Angeles County, California.
- 11.8 Independent Legal Advice.** The Executive acknowledges that he has been afforded an opportunity to obtain independent legal advice with respect to this Agreement and that he understands the nature and the consequences of this Agreement.
- 11.9 Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- 11.10 Headings.** The headings in this Agreement are inserted for convenience of reference only and shall not be a part of or control or affect the meaning of any provision hereof.
- 11.11 Attorney's Fees.** If either party is required to pursue legal action to enforce all or any part of this Agreement, the prevailing party shall be entitled to an award of such prevailing party's reasonable attorneys' fees and court costs incurred by the prevailing party, in addition to any other remedies allowed by law or in equity.

[intentionally left blank; signatures on following page]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the date and at the place first above-mentioned.

CORPORATION:

eCAMSECURE

By: 

Print Name: Jean-Michel Filiatrault

Title: SVP, Corporate Development

EXECUTIVE:

CHRISTOPHER COFFEY

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the date and at the place first above-mentioned.

CORPORATION:
eCAMSECURE

By: _____
Print Name:
Title:

EXECUTIVE:



CHRISTOPHER COFFEY

SCHEDULE A

DUTIES AND RESPONSIBILITIES

The Executive shall act as the Corporation's Chief Executive Officer. The Executive will also work closely under the direction of and execute any other tasks assigned to him by the Board of Directors of the Corporation.

In such capacity, as it relates to the Corporation's business, his tasks shall include using his reasonable best efforts to achieve the following:

- Managing of client relationships, sales, marketing and customer support;
- Managing, supervising, directing and developing the Corporation's business;
- Developing strategic relationships;
- Identifying business development opportunities;
- Assisting with the development of budgets in collaboration with the Garda Group's management;
- Increasing the Corporation's share of existing clients' portfolio; and
- Providing the Board of Directors of the Corporation with information reports regarding the activities and the affairs of the Corporation.

The duties outlined above are not exhaustive. While fulfilling his duties, the Executive shall fulfill all tasks related thereto that are consistent with the Agreement and the Executive's role as the Corporation's Chief Executive Officer.

SCHEDULE B

CONFIDENTIALITY, NON-COMPETE AND INVENTIONS ASSIGNMENT AGREEMENT

Through this Confidentiality, Non-Compete and Inventions Assignment Agreement (this “**Agreement**”), eCAMSECURE (together with any other member of the Garda Group engaged in the Business, the “**Corporation**”), and I, the undersigned employee, agree that as a condition of employment with eCAMSECURE; being provided with Confidential Information applicable to my job, authorized to communicate and develop goodwill with Corporation customers, and/or specialized training related to the Corporation’s business; I will agree to abide by the following protective covenants. Capitalized terms used (but not otherwise defined) in this Agreement shall have the respective definitions assigned to such terms in the Employment Agreement dated as of July 9, 2019 made between the Corporation and the undersigned employee (the “**Employment Agreement**”), as applicable. As a condition to the execution and delivery by an affiliate of the Corporation of, and in connection with the Closing of the transactions contemplated by, that certain Stock Purchase Agreement, dated as of July 8, 2019, and in consideration of my employment by eCAMSECURE, I agree to the terms and conditions of this Confidentiality, Non-Compete and Inventions Assignment Agreement, as set forth below.

1. I will dedicate my full working time and efforts to the business of the Corporation and will not undertake any conflicting business activities while employed with eCAMSECURE. I understand that I am being placed in a special and unique position of trust. The Corporation’s agreement to provide me with Confidential Information, authorization to communicate with and develop goodwill with Corporation customers, and/or to receive specialized training related to the Corporation’s business, give rise to an interest in reasonable restrictions that this Agreement is designed to enforce. The restrictions in this Agreement are necessary, and do not create an undue burden on me or the public.

2. During my employment and for so long thereafter as the information is maintained as confidential by the Corporation, I will not engage in any use or disclosure of Confidential Information that is not authorized by the Corporation and undertaken for the benefit of the Corporation except as contemplated by Section 7.2 of the Employment Agreement.

To the extent applicable law requires a time limitation for this restriction to be enforceable, then three (3) years after the termination of my employment this restriction shall cease to apply to any Confidential Information that does not also qualify as a trade secret. In reliance on my promises and obligations herein, the Corporation will provide me portions of its Confidential Information, specialized training, and/or access to customers and the ability to develop goodwill with them on behalf of the Corporation. The Corporation agrees to provide me these items in exchange for my promise to abide by the restrictions in this Agreement. The foregoing is a fully enforceable ancillary agreement at the time made, but is contingent upon my full compliance with the restrictions provided for in this Agreement.

3. I will preserve records of Corporation customers, prospects, suppliers, and other business relationships, and will not knowingly use these records to harm the Corporation’s business interests. Upon termination of employment, I will immediately return all such records as well as any

Confidential Information, and any copies (tangible and intangible), to the Corporation upon the request of the Corporation. The use of Corporation computers, email, or business-related systems for personal gain, to compete or to prepare to compete, or to otherwise knowingly undermine the Corporation's interests is strictly prohibited and shall render void any prior authorization to access the Corporation's computers, email, or business-related systems.

4. During the term of my employment with eCAMSECURE and for a period of two (2) years following the end of my employment with eCAMSECURE (the "**Restricted Period**"), I will not, as an employee, consultant, contractor, officer, owner, director, or otherwise, participate in, provide activities or services on behalf of a Competing Business that are the same as or similar in function or purpose to the services I provided the Corporation in the year preceding the termination of my employment (the "**Look Back Period**"). This restriction is limited to the "**Territory**" which means the United States of America and any other geographical area(s) in which eCAMSECURE conducts its business during the term of my employment with eCAMSECURE. "**Competing Business**" means any person or entity that competes with the Corporation for customers and is engaged in any of the Business (as defined in the Employment Agreement) and any other business which eCAMSECURE conducts during the term of my employment with eCAMSECURE. This paragraph is not intended to prohibit: (i) employment with an independently operated subsidiary, division, or unit of a diversified corporation so long as the independently operated business unit at issue is truly independent and does not compete in any way with the Corporation; or, (ii) a passive and non-controlling ownership of less than 5% of the stock in a publicly traded company.

5. For the Restricted Period, I will not, in any way, directly or indirectly, solicit, divert, or take away business from or attempt to solicit, divert, or take away business from a customer of the Corporation that I communicated with about Corporation business during the Look Back Period, for the purpose of selling or providing a product or service that competes with or displaces a product or service of the Corporation that I previously sold or provided to the customer during the Look Back Period. This restriction is inherently reasonable in its geography because it is limited to the places where said customer(s) do business, but to the extent applicable law requires an additional restriction in order for this paragraph to be enforceable then it shall be considered further limited to the Territory.

6. For the Restricted Period, I will not solicit or encourage, directly or indirectly, in person or through others, any employee of the Corporation that I worked with to terminate his/her relationship with the Corporation or to alter his/her relationship with the Corporation to the Corporation's detriment. Further, for the Restricted Period, I will not solicit or encourage, directly or indirectly, in person or through others, any vendor, consultant, or independent contractor providing services to the Corporation to terminate his/her relationship with the Corporation or to alter his/her relationship with the Corporation to the Corporation's detriment.

7. I agree to promptly inform the Corporation's Legal Department and disclose to the Corporation all inventions, copyright eligible works, ideas, improvements, software, discoveries, and other intellectual property I develop, discover, or create (a) that relate to the Corporation's or an Affiliates' business, or to any actual or demonstrably anticipated Corporation or Affiliate research, future work, or projects, whether or not conceived or developed alone or with others, and whether or not conceived or developed during regular working hours, or (b) that result from any work I performed for the Corporation or its Affiliates, performed on Corporation time, or performed using the Corporation or Affiliate property or resources; all such works and materials being hereafter

referred to as “**Corporation Inventions and Intellectual Property.**” All Corporation Inventions and Intellectual Property, and rights thereto, moral and otherwise, will be the Corporation’s exclusive property unless otherwise agreed by both parties in writing. While employed, and as necessary thereafter, I will assist the Corporation to obtain patents or copyrights on all such Corporation Inventions and Intellectual Properties that the Corporation seeks to protect, and will execute all documents and do everything necessary to obtain for the Corporation copyrights, patents, licenses, and other rights and interests that would be necessary to secure for the Corporation the complete benefit of Corporation Inventions and Intellectual Property. I hereby assign to the Corporation or its designee all right, title, and interest to all Corporation Inventions or Intellectual Property I have acquired, or acquire in the future, during employment or association with the Corporation or its Affiliates. This section is intended to compliment and supplement, not replace, any additional written agreement(s) the parties may have regarding Corporation Inventions and Intellectual Property. “**Affiliate**” means the Corporation’s successors in interest, affiliates (as defined in Rule 12b-2 under Section 12 of the Exchange Act), subsidiaries, parents, purchasers, or assignees. This provision is intended to comply with and to provide notice of California Labor Code section 2870 which states, “2870 (a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer’s equipment, supplies, facilities, or trade secret information except for those inventions that either: (1) Relate at the time of conception or reduction to practice of the invention to the employer’s business, or actual or demonstrably anticipated research or development of the employer; or (2) Result from any work performed by the employee for the employer.”

8. This Agreement’s post-employment obligations will survive the termination of my employment with eCAMSECURE, regardless of the cause of the termination. If a court finds a restriction herein to be unenforceable as written, the court will revise the restriction (for the jurisdiction covered by that court only) so as to make it enforceable to protect the Corporation’s legitimate business interests. A violation of this Agreement would cause not only actual and compensable damage, but also irreparable harm and continuing injury to the Corporation, for which there would not be an adequate remedy at law. Accordingly, if I breach or threaten to breach this Agreement, the Corporation shall be entitled to temporary and permanent injunctive relief in addition to, and not in lieu of, any and all other legal remedies to which it would otherwise be entitled. The prevailing party shall be entitled to recover reasonable attorneys’ fees and costs in any action brought to enforce this Agreement. I hereby further acknowledge and agree that the Restricted Period that runs after the term of my employment with eCAMSECURE was contemplated by the parties in connection with the transactions contemplated by the Purchase Agreement (as defined in the Employment Agreement) and that the parties intend for the restrictions contemplated by this Agreement during the Restricted Period to be enforceable as a further means by which the value of the business of eCAMSECURE and its goodwill that Garda Security, Inc. acquired are not diluted.

9. This Agreement will inure to the benefit of Corporation’s successors and assigns, and may be assigned to and enforced by any one or more of same, without need of any further agreement from me. As used herein, references to the property and interests of the Corporation will be understood to include the property and interests of any Affiliate.

10. If the Corporation elects to provide another party notice of this Agreement, such notice shall not be the basis of any claim or cause of action by me against the Corporation for interference or

otherwise regardless of whether or not this Agreement is found to be enforceable in whole or in part. If I fail to comply with a time-limited restriction in this Agreement, the time period applicable to the restriction shall be extended by one (1) day for each day I am found to have violated the restriction up to a maximum period of the original agreed-upon period of forbearance.

11. If either party waives the right to pursue a claim for the other's breach of any provision of the Agreement, the waiver will not extinguish that party's right to pursue a claim for a subsequent breach. Except where otherwise expressly indicated, the Agreement contains the parties' entire agreement concerning the matters covered in it; provided that if a post-employment restrictive covenant in this Agreement is found unenforceable (despite, and after application of, any applicable right to reformation that could add or renew enforceability), then any prior agreement between the parties that would provide for a restriction on the same or substantially similar post-employment conduct shall not be considered superseded and shall remain in effect. The Agreement may not be waived, modified, altered or amended except by written agreement of all parties or by court order. Should the Corporation transfer me to an Affiliate of the Corporation identified herein, the Affiliate shall step into the shoes of the Corporation and all references to the Corporation in this Agreement shall apply to said Affiliate. The Agreement will inure to the benefit of the Corporation's Affiliates and may be enforced by any one or more of same, without need of any further authorization or agreement from me.

12. Both parties retain the right to terminate the employment relationship pursuant to the terms of the Employment Agreement.

13. I acknowledge and agree that I am not subject to any restrictions (such as a non-competition agreement or customer non-solicitation provision) that purport to preclude or limit my ability to perform services for the Corporation or that any such restrictions have been previously disclosed to the Corporation. I acknowledge and agree that it is the Corporation's expectation that I will not bring a former employer's trade secrets or confidential information, if any, with me to the Corporation and that it is the Corporation's express intent that I not use or disclose a prior employer's trade secrets or confidential information, if any.

14. The restrictions in this Agreement shall supplement, not replace, limit or reduce, any and all obligations that I may have to the Corporation under applicable statutory or common law.

15. This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of California. The parties therefore consent that any legal action or proceeding in respect of all matters arising out of any of the obligations contemplated by this Agreement shall be brought in the state or federal courts located in Los Angeles County, California.

[Remainder of page has been left intentionally blank]

EMPLOYEE:

(signature)

Printed Name: Christopher Coffey

Dated: _____

CORPORATION:

eCAMSECURE, a California corporation

By: _____

Its: _____

Dated: _____

EXHIBIT A

COMMISSION PLAN

The commission structure is designed to reward the Executive for attaining good profit margins and winning long-term business for the Corporation. Based on that, percentages vary as margins vary, and commission payments continue as long as the Executive remains with the Corporation, remains in a selling position and the original gross margin remains intact. Gross margin review will occur annually. Except as otherwise provided in the Employment Agreement, upon separation from the Corporation for any reason, commissions cease and any commissions forthcoming will be forfeited.

Sales Commissions will be paid monthly **upon receipt of a fully executed copy of the contract signed by both parties** based on the following percentages of total revenue (less any applicable sales taxes) from contracts for which the Executive is entitled to Sales Commission in accordance with Section 4.4. For invoices that go beyond 90 days on the aging report, those Sale Commissions already paid will be deducted from future Sales Commission payments (and added back in the event such amounts are eventually collected during the Executive's employment with the Corporation, less any pro rata costs of collection).

All pricing below an 11% gross margin must be approved by VP of Sales and/or Chief Operating Officer for the Sales Commission to be paid. The Corporation's Pricing Spreadsheet must be accurately completed and submitted with the ASF to confirm the gross margin that the commission is based upon.

Gross Margin	Year One	Year Two	Year Three	Year Four and Beyond
18% and above	3.00%	2.00%	1.00%	0.25%
15-17.99%	2.50%	1.50%	0.50%	0.25%
13-14.99%	2.00%	1.00% ⁰	0.50%	0.25%
11-12.99%*	1.00%	0.50%	0.25%	0.25%
10-10.99%**	0.50%	0.25%	0.25%	0.25%

* 11-12.99% should be the lowest level of margin range unless the opportunity offers large volume or strategic reason for selling at a lower margin. This is why any margins under this level must be approved by VP of Sales and/or COO.

* * On accounts that are sold with a gross margin less than 10%, commissions may be paid on a discretionary basis and will require the approval of the VP of Sales and COO.

Commission Splits

Commissions can be split in the following scenarios:

- National Accounts where the local BDM brings an opportunity to the Executive or can demonstrate recent activity through the Sugar database with the local contact of

the national account (note – only eligible for commission split in the market(s) in which the local BDM operates).

- In cases where a local BDM develops an opportunity that crosses over into the territory of another commissioned employee who can demonstrate recent activity through the Sugar database.

In cases where there is a dispute on commission splits, the VP of Sales and/or COO will make determination.

House Hours

Defined as accounts where no commission is paid include the following scenarios:

- Add-on business in contracts not originally sold by a commissioned employee
- Accounts where the gross margin is below the minimum commission threshold (in certain strategic circumstances, Garda Group management reserves the right to pay a commission starting at .25% for jobs sold below minimum threshold)
- Accounts sold by a non-commissioned employee
- Temporary work

This commission plan is only applicable to BDM's and Selling General Managers of start-up markets. It is not applicable to any other positions within the Garda Group.

This commission plan is subject to change and/or modification at any time and without advance notification at the sole discretion of the Garda Group.

EXHIBIT B

News

GardaWorld Enters into Binding Agreement to Acquire Stealth Monitoring, Creating a Champion in AI-Enabled Mobile and Fixed Video Monitoring Security Solutions

Share

- Creates a global champion position for GardaWorld and its businesses in the high-growth, high-margin mobile and fixed video monitoring industry.
- Industry-leading monitoring and technological capabilities, including R&D and production with a high level of compatibility with GardaWorld's ECAMSECURE

MONTREAL, October 21, 2024 – Garda World Security Corporation (“GardaWorld” or “the Company”), an entrepreneurial-driven corporation focused on building global champions in security services, AI-enabled security technology, integrated risk management and cash automation solutions, announced today that it has entered into an Agreement and Plan of Merger (“Binding Agreement”) to acquire the business of Stealth Monitoring, a North American leader in cutting-edge commercial mobile and fixed video monitoring security solutions.

Building on the foundation of the Company’s successful ECAMSECURE platform, the acquisition of Stealth Monitoring will establish a global leader in AI-powered remote video monitoring solutions. This acquisition will introduce proprietary technology and extensive product expertise as well as unite the complementary strengths and industry-leading technologies of both companies, significantly elevating the value and scope of customer offerings.

“With decades of experience in mobile and fixed video monitoring, we see Stealth Monitoring as a highly complementary business to our existing global champion businesses and as an opportunity to establish an unrivaled North American leadership in mobile and fixed video monitoring,” said Stephan Crétier, Founder, President and CEO of GardaWorld. “We look forward to teaming up with the ambitious experts and operators at Stealth Monitoring who share our entrepreneurial, growth-oriented mindset, laser focus on value creation and desire to innovate and reshape industries.”

“We have a longstanding dedication to advancing the state of commercial video monitoring across North America through a commitment to customer experience and the development of cutting-edge technology,” said Max Baigelman, CEO of Stealth Monitoring.

“Our goal has always been to anticipate our client needs and continuously deliver the right solutions. GardaWorld shares our winning mindset and an incredible track record for elevating companies and operations in the security industry to the next level of growth and value creation. We’re looking forward to joining forces to continue Stealth’s expansion,” added Erik Mikkelsen, President and CRO, Stealth Monitoring.

Stealth Monitoring has approximately 2,000 employees across 40+ offices and eight state-of-the-art video monitoring centers.

The transaction is expected to close in the fourth quarter of this year, subject to customary regulatory approvals and closing conditions.

About GardaWorld

GardaWorld is an entrepreneurial-driven corporation that builds global champions in security services, AI-enabled security technologies, integrated risk management and cash automation solutions, employing more than 132,000 highly skilled and dedicated professionals across the globe. Driven by a relentless entrepreneurial culture and core values of integrity, vigilance, trust and respect, GardaWorld’s global champions offer sophisticated, tailored security and technology solutions through high-touch partnerships and consistently superior service delivery. With a deep understanding that security is critical to the organizational resilience of business operations and the safety of communities, GardaWorld is committed to impeccable governance, professional care and the well-being of everyone. Thanks to a well-earned reputation, GardaWorld businesses are long-standing security partners of choice to some of the most prominent brands, influential individuals, Fortune 500 corporations and governments. For more information, visit gardaworld.com.

About ECAMSECURE

ECAMSECURE, a GardaWorld company, is a pioneer in outdoor video surveillance, providing portable surveillance systems that combine AI, technology and state-of-the-art mobile security equipment for over 30 years. ECAMSECURE distinguishes itself as a true end-to-end security provider, delivering integrated solutions that encompass the development, monitoring, and maintenance of cutting-edge security solutions tailored to customers' precise needs. ECAMSECURE is part of GardaWorld, an entrepreneurial-driven corporation focused on building global champions in security services, AI-enabled security technology, integrated risk management and cash automation solutions. For more information, visit ecamsecure.garda.com.

About Stealth Monitoring

Stealth Monitoring, headquartered in Dallas, TX, is the leading provider of commercial remote video monitoring solutions across North America. The company specializes in delivering proactive and intelligent video monitoring that can enhance threat detection capabilities and help prevent crime before it occurs. Their innovative security solutions combine sophisticated technology with human intelligence and streamlined processes to effectively help deter crime and reduce costs associated with security personnel. With a workforce of over 2,000 employees across 40+ offices and eight state-of-the-art video monitoring centers, Stealth proactively monitors 100,000+ cameras every night, resulting in the deterrence of 50,000+ criminal activities, 1,000+ arrests, and the analysis of ~70,000 customer videos each year, helping to ensure the safety and security of businesses across North America. To learn more about Stealth Monitoring's award-winning live video monitoring security solutions, visit stealthmonitoring.com.

GardaWorld Contact

media@garda.com

EN



[About us](#)

[Investors](#)

[News & Events](#)

[Sustainability](#)

[Our businesses](#)