DC 10/22

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individually and on behalf of similarly situated employees

Filed OCT 23 2026
STEPHANIE BOHRER, CLERK
By DEPUTY

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

KYLI BROWN, individually and on behalf of all other similarly situated employees,

Plaintiff,

vs.

WINDWALKER SECURITY PATROL, INC., a California Corporation; BLANCA BERENICE EDWARDS, individually and doing business as Assertive Protective Service; RICHARD VALLADAO EDWARDS, an individual; and DOES 1 to 100, inclusive,

Defendants.

Case No. STK-CV-UOE-2023-0010634

Assigned for All Purposes to Hon. Jayne Lee
Department 10C

CLASS ACTION

~~[PROPOSED]~~ ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT and judgment

Date: October 22, 2026
Time: 9:00 a.m.
Dept.: 10C
Judge: Hon. Jayne Lee

Filed: October 6, 2023
FAC Filed: December 22, 2023
SAC Filed: May 8, 2024
Trial Date: None Set

SEP 28 2026

FILE BY FAX

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

The Motion for Final Approval of Class Action and PAGA Settlement ("Motion") in the above referenced case came before this Court, on October 22, 2026, at 9:00 a.m., in Department 10C before the Honorable Jayne Lee, presiding. Plaintiff Kyli Brown ("Plaintiff") filed this putative class action on October 6, 2023. The operative Complaint alleges that Defendants Windwalker Security Patrol, Inc., Blanca Berenice Edwards, individually and doing business as Assertive Protective Service, and Richard Valladao Edwards ("Defendants"), violated California law by 1) failing to pay overtime wages, 2) failing to pay minimum wages, 3) failing to provide meal periods or pay premiums in lieu thereof, 4) failing to provide rest periods or pay premiums in lieu thereof, 5) failing to provide accurate wage statements, 6) failing to timely pay all final wages, 7) failing to reimburse expenses, and 8) engaging in unfair competition. Plaintiff has also alleged Defendants are liable for civil penalties under the Private Attorney's General Act ("PAGA") based on these violations. Plaintiff sought attorneys' fees and costs as part of this Action. Defendants denied all of Plaintiff's claims and denied that this case was appropriate for class treatment. No class has been certified. The class settlement was preliminarily approved by this Court on May 19, 2026.

The parties have agreed to settle the class and PAGA claims. Defendants will provide monetary consideration in exchange for a release of claims consistent with the terms of the proposed settlement as set forth in the Joint Stipulation Regarding Class Action and PAGA Settlement and Release ("Agreement" or "Settlement"). Any capitalized terms herein shall have the same meaning as set forth in the Agreement. The Court, having received and considered Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, the declarations in support, the Agreement, the proposed Notice of Settlement, and other evidence, HEREBY ORDERS AND MAKES DETERMINATIONS AS FOLLOWS:

I. CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF CLASS REPRESENTATIVE; APPOINTMENT OF CLASS COUNSEL

The Court finds that certification of the following class for settlement purposes only is appropriate under the California Code of Civil Procedure and related case law:

All non-exempt employees who worked, or continue to work, for Defendants in California at any time between October 6, 2019, up to October 6, 2023.

The Court recognizes that the foregoing definition is for Class Member identification purposes only and is not intended to capture the claims at issue or limit or alter the released claims under the Agreement.

For settlement purposes only, the Court finds that Class Members meet the ascertainability and numerosity requirements since the parties can identify with a matter of certainty, based on payroll records, individuals who fall within the definition and the number of Class Members would make joinder impractical. The commonality and predominance requirements are met for settlement purposes since there are questions of law and fact common to Class Members. The common questions of law or fact in this case all stem from Plaintiff's contentions that Defendants caused the violations outlined above by 1) failing to compensate employees for all hours worked because of Defendants' policy of requiring employees to report to their posts five (5) minutes prior to their assigned shift, 2) by requiring all employees to work on duty meal periods and rest periods, 3) failing to pay employees any mean and rest period premiums, 4) failing to pay overtime unless it was scheduled, approved, and made known to the employees in advance, and 5) for failing to reimburse employees for all costs associated with the use of their personal cell phone for work purposes. The PAGA, waiting time penalty, wage statement violation, and unfair competition claims also derive from these violations. Additionally, Class Members seek the same remedies under state law. The typicality requirement for settlement purposes is also satisfied since the wage and hour claims of the Class Representative are based on the same facts and legal theories as those applicable to the Class Members.

The Court also finds that certifying the settlement class is required to avoid each Class Member from litigating similar claims individually. This Settlement will achieve economies of scale for Class Members with relatively small individual claims and conserve the resources of the judicial system.

The Court finds that Plaintiff Kyli Brown and Plaintiff's counsel, Galen T. Shimoda, Justin P. Rodriguez, Renald Konini of Shimoda & Rodriguez Law, PC, to be adequate representatives of the settlement class. The Court appoints them as Class Representative and Class Counsel, respectively.

II. APPROVING CLASS ACTION AND PAGA SETTLEMENT

The Court has again reviewed the preliminarily approved Agreement, which was submitted with Plaintiff's Motion as Exhibit A. The Court finds that final approval is warranted as the Settlement falls within a range of reasonableness and is fair, reasonable, and adequate for the class. The Court also finds the Settlement was agreed upon only after extensive investigation, litigation, and arms-length negotiations by counsel experienced in complex litigation, who took reasonable steps and measures to weigh the potential value of the disputed claims against the risks of continued litigation. Class Members were able to object to the Agreement and its terms through the administration process and at a fairness hearing or opt-out of being bound by the preliminarily approved Agreement.

No objections were made by Class Members and no Class Members opted out of the settlement. Because the Court finds the Parties' settlement to have been agreed upon only after extensive investigation and arms-length negotiations, and in an attempt to avoid further delays and costs, the Court gives final approval to the Agreement, as modified by the Court's June 12, 2026, Order Regarding Amendment to the Preliminarily Approved Class Action and PAGA Settlement Agreement, and all terms therein as if stated here in full.

The Court orders that Plaintiff Kyli Brown will receive $10,000 as an Enhancement Payment in addition to any amount Plaintiff may be entitled to under the Agreement's pro rata distribution formula for Plaintiff's time and effort on behalf of Class Members.

The Court orders and approves of Apex Class Action, LLC, acting as the Settlement Administrator in this case and hereby appoints them to fulfill those duties as outlined in the Agreement. The Settlement Administrator will take its fees out of the Gross Settlement Amount, which are $7,449.60. Any difference between the actual cost of the Settlement Administrator and the approved payment will be redistributed to Participating Class Members on a pro-rata basis.

The Court finds that an award of fees under the common fund doctrine is appropriate in this case because there is a sufficiently identifiable class of beneficiaries (*i.e.* Class Members), the benefits that Plaintiff and Class Counsel were able to negotiate on behalf of Class Members can be accurately traced as set forth in the Agreement, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific, lump-sum percentage of the Gross Settlement Amount. *See Laffitte v. Robert Half*

Internat., Inc., 1 Cal.5th 480, 506 (2016); *Paul, Johnson, Alston & Hunt v. Graulty*, 886 F.2d 268, 271 (9th Cir. 1989); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-478 (1980) ("A lawyer who recovers a common fund for the benefit of persons other than . . . her client is entitled to a reasonable attorney's fee from the fund as a whole."). The Court finds the attorneys' fees request of thirty-five percent (35%) of the Gross Settlement Amount, *i.e.*, $70,000, to be appropriate compensation for Class Counsel. The attorneys' fees request is within the range that has been approved by other Courts in similar cases and is reasonable in light of the circumstances of this case, the substantial and beneficial results obtained on behalf of Class Members, and the contingent nature of the recovery over the course of this case, which included potential loss at summary judgment, certification, and/or trial proceedings. Additionally, the Court orders that $16,718.77 of the settlement proceeds will be paid to Class Counsel for reasonable costs incurred in this case. Any difference between the actual costs incurred and the $17,500 shall be paid to the Participating Class Members on a pro-rata basis.

The Court approves of the Twenty Thousand ($20,000) PAGA Payment, which shall be paid from the Gross Settlement Amount, not in addition to the Gross Settlement Amount, to resolve the alleged PAGA claims. Seventy-Five percent (75%) of the PAGA Payment will be paid to the Labor and Workforce Development Agency ("LWDA") and Twenty-Five percent (25%) will be paid to Aggrieved Employees on a pro rata basis as described in the Agreement. The Court also finds that the Agreement provides a recovery that creates an effective, substantial deterrent to any potential future non-compliance, furthering the purpose of the Labor Code and LWDA.

The Court approves of the identified *cy pres* beneficiaries and distribution plan wherein any checks issued to Participating Class Members and/or Aggrieved Employees that are not cashed by the deadline to do so shall be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for Workers' Rights. *See In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 718 (2006). No portion of the Gross Settlement Amount will revert to Defendants for any reason.

The releases and waivers for Class Members who do not opt out of being bound by the Agreement (*i.e.* Participating Class Members), Aggrieved Employees, and the Class Representative are also approved by the Court as set forth in the Agreement.

III. APPROVAL OF THE NOTICE OF SETTLEMENT AND METHOD FOR DISTRIBUTING THE NOTICE OF SETTLEMENT

The Court finds that the Notice of Settlement, which was submitted with Plaintiff's Motion as Exhibit A to the Declaration of Norma Ayala, fairly and adequately advised Class Members of the terms of the Agreement, the rights being waived, their right to opt out, the ability to dispute the number of workweeks worked during the Class Period, their pro rata share of the Net Settlement Amount, how to participate in the settlement, how to file documentation in opposition to the proposed settlement, and when to appear at the fairness hearing to. The Court further finds that the Notice of Settlement and proposed distribution of such notice by first class mail to each identified Class Member at his or her most recent address based on a National Change of Address database search from the Class Members' last known address and a skip trace on any Class Members who have the Notice of Settlement returned as "undeliverable" or "not at this address" comported with all constitutional requirements, including those of due process.

IV. IMPLEMENTATION SCHEDULE

Accordingly, with good cause shown, the Court hereby approves and orders that the following implementation schedule be adhered to:

Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts to Participating Class Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendants' Counsel	Within 7 calendar days after the Effective Date
Last day for Defendants to fund settlement	No later than November 11, 2026, or 21 calendar days after the Effective Date, whichever is later
Last day for Settlement Administrator to deliver payment of Class Counsel's attorney's fees and costs, Enhancement Payments, PAGA Payment, Settlement Administrator Costs, payment to Participating Class Members, and payment to Aggrieved Employees	Within 7 calendar days after Defendants have funded the settlement

Last day for Participating Class Members and Aggrieved Employees to cash settlement checks	180 calendar days after issuance of checks to Participating Class Members and Aggrieved Employees
Last day for Settlement Administrator to deliver value of uncashed settlement checks to *cy pres* beneficiaries	Within 14 calendar days after settlement check cashing deadline
Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

IT IS FURTHER ORDERED that this final approval order is effective as a judgment with each party to bear its own fees and costs outside of what has been ordered herein. This matter is subject to the Court's continuing jurisdiction to monitor and enforce the terms of this order and the approved Agreement pursuant to California Civil Procedure Code section 664.6.

IT IS SO ORDERED.

Date: 10/23/26

By: Jayne Lee
Judge of the Superior Court

JAYNE C. LEE